

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Longreach Regional Council

AND

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

The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees

The Australian Workers' Union of Employees, Queensland

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

The Electrical Trades Union of Employees Queensland

Queensland Services, Industrial Union of Employees

(Matter No. CB/2023/87)

LONGREACH REGIONAL COUNCIL CERTIFIED AGREEMENT 2023

Certificate of Approval

On 31 August 2023, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **LONGREACH REGIONAL COUNCIL CERTIFIED AGREEMENT 2023**

Parties to the Agreement:

- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- The Australian Workers' Union of Employees, Queensland
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- The Electrical Trades Union of Employees Queensland
- Queensland Services, Industrial Union of Employees

Operative Date: 31 August 2023

Nominal Expiry Date: 31 August 2027

Previous Agreement: *Longreach Regional Council Certified Agreement 2018-2022*

**Termination Date of
Previous Agreement:** 31 August 2023

By the Commission

C.M. HARTIGAN
Deputy President

31 August 2023



Longreach Regional Council

Ilfracombe Isisford Longreach Yaraka

Certified Agreement 2023

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PART ONE – GENERAL PROVISIONS

1.1 Title

This Agreement shall be known as *Longreach Regional Council Certified Agreement 2023*.

1.2 Application

This Agreement shall apply to and be binding on Longreach Regional Council, all Council employees, except for Senior Officers as provided for in Division 2 – Section 1, Clause 4.2 of the *Queensland Local Government Industry (Stream A) Award – State 2017*, as amended from time to time.

1.3 Period of Operation

This Agreement shall operate from the date of certification by the Queensland Industrial Relations Commission and shall expire on 31 August 2027.

1.4 Parties Bound

1.4.1 The parties to this Agreement are Longreach 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 (AMEPKU);
- (b) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA);
- (c) The Australian Workers' Union of Employees, Queensland (AWU);
- (d) Construction, Forestry, Mining & Energy, Industrial Union of Employees (CFMEU);
- (e) The Electrical Trades Union of Employees Queensland (ETU); and
- (f) Queensland Services, Industrial Union of Employees (QSU).

1.5 Relationship to Parent Awards

1.5.1 This Agreement shall be wholly read and interpreted in conjunction with the terms and conditions of the parent awards and Orders listed below –

- (a) *Queensland Local Government Industry (Stream A) Award – State 2017 (Stream A Award)*;
- (b) *Queensland Local Government Industry (Stream B) Award – State 2017 (Stream B Award)*;
- (c) *Queensland Local Government Industry (Stream C) Award – State 2017 (Stream C Award)*;
- (d) *Training Wage Award – State 2012*;
- (e) *Order – Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003*; and
- (f) *Order - Supply of Tools to Apprentices 1998*;

1.5.2 Where there is any inconsistency between this Agreement and the relevant parent award and/or Order/s, this Agreement will prevail to the extent of the inconsistency. Where this Agreement is silent on any matter, the relevant parent award and/or Order conditions shall apply.

1.6 Definitions

Accommodation – For the purposes of this Agreement, Council supplied accommodation will include but is not limited to a Hotel, Motel or Camp which may include caravan, camper trailer, donga style accommodation or the like for employees required to reside in such accommodation for the purposes of carrying out the operational needs of Council on any particular job/project.

Act - Industrial Relations Act 2016.

Awards - The Awards set out in Clause 1.5.1.

CEO – Chief Executive Officer of Longreach Regional Council.

Council – Longreach Regional Council.

Discretionary Training - For the purpose of this Agreement, “Discretionary Training” is training additional to mandatory training that is beneficial to Council to help it meet operational performance, needs and / or standards.

Immediate family – for the purposes of this Agreement, immediate family shall be defined as a spouse (including husband and/or wife, former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex or same sex of the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; a child or adult child (including adopted, or step or an ex-nuptial child); parent or parent in law of the employee; grandparent of the employee or grandparent of the spouse of the employee; grandchild of the employee or grandchild of the spouse of the employee; sibling of the employee or sibling of the spouse of the employee; first uncles and first aunts; nephews and nieces.

Incidentals – for the purposes of the “Working away from Home / Branch Allowance or Incidentals Allowances” incidentals shall include phone calls and toiletries.

Mandatory Training – For the purpose of this certified agreement, “Mandatory Training” is training required by legislation and/or training deemed to be mandatory by Council. Particular reference is made to the Essential Experience / Qualifications section of the employee’s position description and / or safe work method statements and / or Quality Assurance Procedures for the activity to be undertaken to determine if training is mandatory.

On-charge of costs – costs able to be on-charged to another organisation by Council.

Primary Location of Work – for the purposes of this Agreement, primary location of work shall be defined as that location which is identified/designated as the ‘primary location of work’ within the letter of appointment or contract of employment or position description of a Council employee.

QES – the Queensland Employment Standards prescribed under Chapter 2, Part 3 of the Act.

RDO – Rostered Day Off.

TOIL – Time off in Lieu of Overtime.

1.7 Renegotiation of Agreement

The parties agree to commence discussions for a replacement Agreement six (6) months prior to the expiry of this Agreement.

1.8 No Extra Claims

1.8.1 The parties to this Agreement agree that during the life of this Agreement, there shall be no further claims for wages or salary increases or improvements in employment conditions sought or granted except for those approved under the terms of this Agreement.

1.8.2 This clause does not prevent any party to the underpinning Award/s from seeking any amendment or amendments (including amendments to Award wages, classifications or conditions) to that Award/s during the life of the Agreement.

1.9 Flexible Working Arrangements

- 1.9.1 The parties to this Agreement endorse flexible work arrangements and agree that flexible work arrangements may be developed by agreement with the affected parties.
- 1.9.2 Council aims to provide employees the opportunity to have flexible work arrangements that better balance work, health (including reproductive health issues) and personal commitments.
 - (a) The CEO may agree, at the request of an Employee, for that Employee to work outside of the span of hours contained in this Agreement, to accommodate family-related needs and a work life balance.
 - (b) Such voluntary Agreements, mutually agreed to by both parties, may override the span of hours and penalty provisions of relevant Awards and certified agreements.
 - (c) Any such Agreement must be committed to writing with a copy placed on the Employee's personnel file.

1.10 Local Area Work Agreement (LAWA)

- 1.10.1 The parties recognise the value and benefit in providing a process that enables Council and workgroups to develop and implement flexible working arrangements suited to the needs of the workgroup and requisite work to be performed.
- 1.10.2 Where Council and the relevant workgroup/s agree there is a need for flexible work agreements, the following process will be followed:
 - (a) Council will consult with the directly affected Employees and the relevant union/s, and agree on arrangement/s to be implemented;
 - (b) The arrangement/s must meet the operational requirements of Council;
 - (c) Agreement shall be obtained from more than 70% of affected Employees; and
 - (d) The parties agree to genuinely consider any reasonable agreement proposed.
- 1.10.3 Where established, LAWAs will be read in conjunction with the parent Award/s and this Agreement.
- 1.10.4 The terms of a LAWA must:
 - (a) Be in writing;
 - (b) Set out the terms of the LAWA;
 - (c) Be for a pre-determined term as negotiated between the parties; and
 - (d) Include a provision for termination of the LAWA-
- 1.10.5 A LAWA must not, on balance, result in an overall reduction in the entitlements and conditions of the affected Employees under this Agreement.
- 1.10.6 In the event an affected Employee has personal circumstances that objectively and reasonably prevent them from participating in the varied work arrangements prescribed in the LAWA, Council will reasonably consider alternative arrangements for the Employee.
- 1.10.7 Unless an earlier date is specified, a LAWA established with the certification of this Agreement will continue to operate until such time that the Agreement is terminated or replaced. Should either party seek to terminate a LAWA which forms part of this Agreement, at a date earlier than the date of termination of the Agreement, either party will be required to provide eight (8) weeks' notice in writing.

- 1.10.8 A LAWA established after the commencement of this Agreement, may be terminated by either party by giving eight (8) weeks' notice in writing.

- 1.10.9 Any dispute/s in relation to the operation of a LAWA shall be managed in accordance with the agreed dispute resolution provisions in clause 2.4 of this Agreement.

PART TWO – CONSULTATION & COMMUNICATION

2.1 Duty to notify

- 2.1.1 Prior to Council making a decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- 2.1.2 "Significant effects" includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Where the Award makes provision for alteration of any of the matters referred to in Clauses 2.1.1 and 2.1.2 an alteration shall be deemed not to have significant effect.

2.2 Duty to consult over change

- 2.2.1 Prior to Council making a decision, Council shall consult the employees affected and, the relevant union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- 2.2.2 The consultation must occur as soon as practicable and within reasonable timeframes to suit Council's operational needs, prior to making a decision referred to in Clause 2.2.1.
- 2.2.3 For the purpose of such consultation Council shall provide in writing to the employees concerned and, where relevant, their 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.
- 2.2.4 Notwithstanding the provision of Clause 2.2.3, Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

2.3 Joint Consultative Committee (JCC)

- 2.3.1 It is agreed between the parties that ongoing effective communication will assist in good employee relations. To this end, a JCC will be formed to deal with issues concerning the implementation of this Agreement and any other employment related matters as agreed.
- 2.3.2 In addition to any other matter discussed, Council also undertakes to consult with the JCC on any employment related policies.
- 2.3.3 The JCC will comprise representatives of Council's management, accredited union delegates and union officials of Unions' signatories to this Agreement. Other persons including other LRC employees or subject matter experts may be invited to JCC discussions.
- 2.3.4 The JCC will conduct its first meeting within three (3) months following certification of this Agreement and then meet thereafter in accordance with a schedule as agreed by the JCC.

2.4 Prevention and Settlement of Disputes (Common Dispute Resolution Procedure)

- 2.4.1 It is agreed that for reasons of efficiency there will be a "common" Dispute procedure for the prevention and settlement of employee grievances and disputes regarding any workplace matter, as contained in this Sub-Clause as follows:
 - (a) The objectives of the procedure are to promote the prompt resolution of grievances or disputes by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.

- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) The following procedure applies to all industrial matters within the meaning of the Act:
 - (i) Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance or dispute. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1 or be represented by such employee's representative during the course of Stage 2. If the grievance is with the immediate supervisor, the employee shall inform their supervisor's supervisor.
 - (ii) Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.
 - (iii) 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.

2.4.2 Council shall ensure that:

- (a) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
- (b) the grievance shall be investigated in a thorough, fair and impartial manner.

2.4.3 Council may appoint another person to investigate the grievance or dispute. Council may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.

2.4.4 If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. Council shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

2.4.5 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:-

- (i) Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
- (ii) Stage 2: Discussions should take place between the employee and such employee's Manager within 48 hours and the procedure shall not extend beyond 7 days.
- (iii) Stage 3: Not to exceed 14 days.

2.4.6 If the grievance or dispute is not settled the matter may be referred to the Queensland Industrial Relations Commission by the employee, the union or Council. All parties will seek conciliation in the first instance and arbitration as a final resort.

2.4.7 Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

2.4.8 Nothing contained in this procedure shall prevent unions or the Council from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

2.5 Union Related Matters

- 2.5.1 The parties commit to the contents of “Part 7 – Union Related Matters” in Division 1 of Stream A, Stream B and Stream C Awards.
- 2.5.2 On induction, Council will provide new employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission together with details of union delegates as advise by unions.
- 2.5.3 Where an employee makes a written request for union due deductions to be made from their wages, Council will process this request and deduction in accordance with its payroll deduction process.

2.6 Union Access to Workplace

Unions party to this Agreement shall have access rights as those provided in the relevant section of the *Industrial Relations Act 2016*.

2.7 Union Delegates

- 2.7.1 Union delegates have a role to play within a workplace and the existence of accredited union delegates is encouraged.
- 2.7.2 The Council shall not unnecessarily hinder accredited union delegates in the reasonable and responsible performance of their duties.
- 2.7.3 Union delegates will 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.

PART THREE – WAGES & RELATED MATTERS

3.1 Wage Increases

- 3.1.1 Council agrees to pay employees covered by this Agreement, wages increases in accordance with the following schedule:
- (a) 6.00% effective from the 1st pay period following the in principle agreement reached between the parties on 19 April 2023;
 - (b) 4.5% effective from the 1st pay period following the 1st anniversary of certification of this Agreement;
 - (c) 4.5% effective from the 1st pay period following the 2nd anniversary of certification of this Agreement; and
 - (d) 3.5% effective from the 1st pay period following the 3rd anniversary of certification of this Agreement.
- 3.1.2 In the event that a new certified agreement is not approved by the expiry date of this Agreement, Council shall pay a 3.5% wage increase effective from the 1st pay period following the 4th anniversary of certification of this agreement.
- 3.1.3 All Apprentices and Trainees will receive pro rata entitlements in accordance with the scale of percentages as contained in their parent award or the QIRC Order, as relevant.

3.2 Allowances

- 3.2.1 Employees covered by this Agreement shall be paid allowances in accordance with clause 3.2 of this Agreement which forms an exhaustive list of allowances applicable to Employees.
- 3.2.2 Supervisors covered by Stream A Award, whilst supervising employees covered by Stream B and C Awards, shall be entitled to be paid the same allowances as those claimed by Stream B and C Award employees whilst so engaged.
- 3.2.3 Employees covered by Stream B Award, Division 2 - Section 5 (Operational Services) and their Supervisors covered by Stream A Award, are entitled to be paid the following allowances which are applicable by the respective provisions in that Award:
- (a) Construction, reconstruction, alteration, prepare and or maintenance work (in accordance with clause 13.2);
 - (b) Leading hand allowance (in accordance with clause 13.11);
 - (c) Live Sewer Work Allowance (in accordance with Clause 13.12); and
 - (d) Tool allowance (in accordance with Clause 13.2).
- 3.2.4 Employees covered by Stream C Award, Division 2 - Section 1 (Building Trades Services) and their Supervisors covered by Stream A Award, are entitled to be paid the following allowances which are applicable by the respective provisions in that Award:
- (a) Construction/On Site Allowance (in accordance with Clause 13.7);
 - (b) Leading Hand (in accordance with Clause 13.17);
 - (c) Tool Allowances (in accordance with Clause 13.25); and
 - (d) Work under unpleasant conditions (in accordance with Clause 13.29).
- 3.2.5 Employees covered by Stream C Award, Division 2 - Section 2 (Engineering and Electrical/Electronic Services) and their Supervisors covered by Stream A Award, are entitled to be

paid the following allowances which are applicable by the respective provisions in that Award:

- (a) Construction /On Site Allowance (in accordance with Clause 13.4);
- (b) Leading Hand Allowance (in accordance with Clause 13.12);
- (c) Tool Allowance (in accordance with Clause 13.25).

3.2.6 Employees covered by Stream A Award, Division 2 - Section 1 (Administrative, clerical, technical, professional, community service, supervisory and managerial services) are entitled to be paid the following allowances which are applicable by the respective provisions in that Award:

- (a) Work under Extraordinarily or Unpleasant Conditions (in accordance with Clause 13.7); and
- (b) Equipment and Instruments (in accordance with Clause 34).

3.2.7 Employees covered by Stream A Award, Division 2 - Section 2 (Delivery of children's services and early childhood education (including teachers) are entitled to be paid the following allowances which are applicable by the respective provisions in that Award:

- (a) Broken Shift Allowance (in accordance with Clause 13.1); and
- (b) Uniform and Laundry Allowance (in accordance with Clause 13.5).

3.2.8 Trainees and Apprentices, shall be paid any applicable allowances as provided for in the Order – Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003.

3.2.9 Where applicable, all employees shall be paid Shift Allowances in accordance with the relevant parent award/s.

3.2.10 Longreach Regional Council Remote Living (Location) Allowance:

- (a) All employees covered by this Agreement, other than casuals, shall equally receive a Longreach Regional Council Remote Living Allowance.
- (b) This allowance will be paid in accordance with Division 2 – Section 1 – Schedule 2 of Stream A Award, except as provided below:
 - (i) Employees with a dependent spouse/partner or dependent children shall be paid \$136.00 per fortnight.
 - (ii) Employees with no dependents shall be paid \$68.00 per fortnight.
- (c) A "dependent spouse" for the purpose of clause 3.2.10(b) is:
 - (i) A person of the same or opposite sex who is in a relationship with the employee that was registered under a relevant state or territory law (i.e. marriage, civil union); or
 - (ii) Lives with them on a genuine domestic basis in a relationship as a couple (i.e. de facto).
- (d) A "dependent child" for the purpose of clause 3.2.10(b) is a person whom is defined as such by Australian Government Support Agencies e.g. Centrelink.
- (e) Employees in receipt of the Longreach Regional Council Location Allowance shall be ineligible to be paid any other Locality and District or Divisional Allowance however expressed.

3.2.11 Administration Responsibility allowance:

The Administrative Responsibility Allowance which was payable to all employees covered by Stream A Award will cease to be paid as an allowance. Instead, an additional amount of \$10.00 per week shall be added to the base rate of pay as reflected by APPENDIX 1 – Wages Schedule.

3.2.12 Roll Up Allowance

- (a) Acknowledging that all employees covered by this Agreement are entitled to claim only those allowances as determined by this Agreement, Employees shall be entitled to the following “roll up” weekly allowances:
 - (i) Employees covered by Stream A Award, other than Supervisors supervising Stream B and C Award Employees, shall be paid an additional allowance of \$5.50 per week (in recognition of not being eligible to claim other allowance/s under the Award).
 - (ii) Employees covered by Stream B Award, and their Supervisors who are covered by Stream A Award, shall be paid an additional allowance of \$13.50 per week (in recognition of not being eligible to claim other allowance/s under the Award).
 - (iii) Employees covered by Stream C Award, and their Supervisors who are covered by Stream A Award, shall be paid an additional allowance of \$15.50 per week (in recognition of not being eligible to claim other allowance/s under the Award and/or any other allowance/s such as Synthetic Fluid Allowance and Trades Licences Allowance).

3.2.13 Historical Isisford and Yaraka Attraction and Retention allowance

The historical attraction and retention allowance will be paid to all staff employed at Isisford and Yaraka as at the date of certification of this agreement as follows:

Place of employment	Attraction and Retention Allowance
Isisford	\$40.00 per week
Yaraka	\$50.00 per week

3.2.14 Working away from Home / Branch Allowance

- (a) Where Council requires an employee to work away from home and stay the night in accommodation as defined in Clause 1.6 of this Agreement, Council will, wherever possible, arrange accommodation in commercial or Council provided accommodation. This accommodation, where possible, shall be arranged in advance and paid for by Council.
- (b) Where Council is unable to make accommodation arrangements and the employee has to make their own arrangements, the employee shall be reimbursed for any "out of pocket" expenses incurred as a result of booking accommodation and purchasing food for that duration. Bookings by an employee must not be made unless with the prior written approval of the relevant supervisor.
- (c) An employee working away from home and required to stay overnight but arranged accommodation in a private home with family or friend, shall be paid meal allowances in accordance with the Australian Taxation Office (ATO) determination on such allowances.
- (d) Where an employee stays in Council supplied accommodation as a result of working away from home but provides their own food, the employee shall be paid in accordance with the ATO meal allowances, commencing from the first night away from home until the last full day worked away from home.
- (e) Notwithstanding the circumstances covered by Clause 3.2.14(a)-(d), or any other circumstance where an employee supplies their own accommodation and food, the employee

shall continue to receive \$145.00 per day subject to Council being able to on-charge all of these costs. Should there be any change to this situation, Council shall fully consult with the employees directly affected.

3.2.15 Living away from Home Allowance

Where an employee is approved to travel away from home for work or mandatory training purposes, in addition to any entitlements provided for in accordance with this Agreement, the employee shall be paid an additional amount of up to \$15.00 per night for incidental expenses incurred.

3.2.16 Private Vehicle Usage

- (a) Council will exhaust all available avenues in providing an employee a Council vehicle before consideration may be given to the use of a private vehicle for carrying out official Council duties.
- (b) When CEO approval has been granted, the employee shall be entitled to claim cents per kilometre travelled in accordance with the car expenses guidelines published by the ATO from year to year.

3.2.17 On-Call Allowance

- (a) All Employees covered by this Agreement who are required to be on-call, shall be paid an on-call allowance, per day, in accordance with the following table:

Monday – Friday	\$30
Saturday	\$40
Sunday and Public Holidays	An allowance equivalent to 8 hours at the ordinary rate of pay. Where an Employee is called out to perform work, the allowance shall be reduced by an amount which is equivalent to the number of hours worked calculated at the ordinary rate of pay.

- (b) All other “on call” payments and penalties shall be in accordance with Division 2, Section 5 Stream B Award, except as varied by this Agreement.
- (c) Employees who are on-call are required to be ready and fit to attend work within 30 minutes’ notice.
- (d) Any Employee who is on-call who cannot be reasonably contacted or refuses to perform the emergency work without reasonable excuse as determined by Council, will forfeit any on-call allowances provided for in this subclause.
- (e) Payment of this on-call allowance voids the right of any employee to any other “on-call” or “Availability Allowance” whatsoever contained in any Award.

3.2.18 Call-Out Payment – Employee Required to Leave Their Home to Attend a Worksite

- (a) An employee recalled to work overtime on one of their ordinary working days shall receive a minimum payment of three (3) hours at the prevailing overtime rate. The minimum payment shall apply only to the first call out on any given day.
- (b) Notwithstanding clause 3.2.18(a), where notification about the need to be recalled to duty is given to the employee prior to the completion of ordinary hours on any day, a minimum payment of two (2) hours at the prevailing overtime rate shall be payable.

- (c) Employees recalled to work overtime may be required to perform additional work of a breakdown or emergent nature which arises during the course of the work which was the subject of the recall.
- (d) Overtime worked in the circumstances specified in this clause shall not be regarded as overtime for the purposes of Clause 4.3 hereof where the actual time worked is less than two (2) hours on such recall or on each of such recalls.
- (e) Any employee shall have the right to elect to have any “call-out” payments to be converted to Time off in Lieu, in accordance with Clause 4.5 in this Agreement.

3.2.19 Call-Out Payment – Employee Not Required to Leave Their Home to Attend a Worksite

- (a) An Employee required to work overtime on any unplanned or emergency situation, but performs work remotely via electronic means, shall be paid overtime for the work actually performed on that day, from the time the Employee commences the emergency work until the Employee completes the work provided that:
 - (i) An Employee required to perform work remotely on one or more occasion/s in any given day, the payment received for that day shall not be less than one hour’s salary at the applicable overtime rate; and
 - (ii) Once the minimum payment of one hour has been triggered by the first call-out in that hour, the second one hour minimum payment is not due until one further hour of work has been performed.

3.2.20 Funeral Allowances

- (a) Any employee who voluntarily agrees to participate in funeral administration and/or undertaking activities, will be paid as follows per funeral:
 - (i) Administration Allowance \$270;
 - (ii) Undertaker Allowance for funeral \$270;
 - (iii) Assistant Undertaker Allowance for funeral \$165;
 - (iv) Body Collection in ordinary working hours \$95;
 - (v) Body Collection after hours \$130; and
 - (vi) Dressing and Viewing \$95.
- (b) Any employee who participates in funeral administrative and/or undertaking activities will receive appropriate training and support.

3.2.21 Health and Safety Representative Responsibility Allowance

An employee who is elected as a Health and Safety Representative (HSR) shall be paid an allowance of \$35.00 per week while so engaged as an HSR.

3.2.22 Non-Contact Time - Child Care Services Non-Teacher employees

Non-teaching employees who are directly engaged in preparation, delivery and elevation of developmental programs for children will be provided with up to two (2) hours of paid time per week as approved by Council to plan and prepare the educational programs which they are required to deliver and to give guidance, advice and assistance to other staff within the Child Care Centre in the preparation and conduct of their developmental programs.

3.3 Multi-Engagements

- 3.3.1 An Employee may request to work additional hours in a secondary work engagement/role in a different position/capacity to their substantive position. Where such an arrangement exists, it must satisfy the following:
 - (a) Be covered by a different Award or a different section/division of the same Award as their substantive position; and

(b) Is on a Part-Time or Casual basis; and

(c) Be by mutual agreement in writing.

3.3.2 An Employee working in a secondary work engagement, is entitled to be paid for that portion of work under the relevant parent award which applies for the secondary engagement duties.

3.3.3 Working in a secondary engagement does not entitle an Employee to claim overtime for the combined hours worked between the substantive role and the secondary engagement. For overtime purposes, each engagement shall be treated independently.

3.3.4 Fatigue management shall be considered when allowing an Employee to work a Secondary Engagement.

3.4 Travel Outside of Ordinary Time Between Work Sites

3.4.1 All approved travelling time to any work site undertaken after 5:00am at the beginning of ordinary work on any day, shall be regarded as ordinary time worked.

3.4.2 Where approved travel is performed before 5:00 am on any day, or the total number of hours on any work days has exceeded the agreed ordinary hours of work, such travel time shall be paid at the applicable overtime rate.

3.5 Salary Sacrifice

3.5.1 Employees may elect to take their salary by means other than money by way of a salary sacrifice arrangement. The Chief Executive Officer and an Employee may agree in writing that the Employee can sacrifice a part of their salary to benefits agreed between the parties, including superannuation.

3.5.2 The salary of the Employee for the purpose of any allowances or payments which are directly related to the Employee's salary shall be the pre-salary sacrifice rate of pay; that is, the salary set out in this Agreement and subsequently increased in accordance with this Agreement.

3.5.3 Council encourages Employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.

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

3.5.5 Any additional tax payable will be deducted from the Employee's remuneration.

PART FOUR – HOURS OF WORK & RELATED MATTERS

4.1 Hours of Work

- 4.1.1 Subject to this clause, all ordinary time working hours arrangements for all employees shall be in accordance with their applicable Parent Award provisions.
- 4.1.2 Notwithstanding clause 4.1.1, Supervisors covered by Stream A Award who supervise Stream B and C Award Employees, shall work and be paid for 7.6 hours per day or an average of 38 hours per week. For the purpose of calculating the ordinary hourly rate the divisor used shall be 36.25.
- 4.1.3 The daily spread of hours for all employees engaged by Council in accordance with any Award, shall be from 5.00 am to 7.00 pm, Monday to Friday. Any ordinary hours of work performed before 5.00 am or after 7.00 pm shall attract penalty rates in accordance with relevant Parent Award provisions.
- 4.1.4 To deliver competitive performance, employees may be required to work on times and days to give flexibility to the workforce in accordance with the relevant Parent Award provisions (e.g. a ten day working fortnight with four (4) consecutive days off). In these instances, the applicable Parent Award penalty rates will apply to ordinary time worked on weekends.
- 4.1.5 Any rostered day off which would have occurred during the period of operation of a different roster made in accordance with this subclause, may be banked up to a maximum of two (2) days taken at a time in accordance with Clause 4.6.

4.2 “Pupil Free Days” – Child Care Centre

- 4.2.1 All Employees are eligible to access professional development training on one day per calendar year. The professional development program shall be held on site on a date that is to be determined by Council. On this day, children will not attend the Child Care Centre and Employees will be paid their ordinary pay for attending.
- 4.2.2 All Employees are eligible to access one additional day per calendar year in which they can attend further professional development training and/or study. Employees are eligible to access this training off site on a day that is negotiated between an Employee and the accountable supervisor of the Child Care Centre. An Employee accessing this off site day of professional development shall be paid their ordinary pay for that day.

4.3 Fatigue Break

- 4.3.1 An employee shall be given at least 10 consecutive hours break between the cessation of ordinary work on any one day and the commencement of ordinary work on the following day.
- 4.3.2 Where an Employee is required to work overtime and where 10 consecutive hours break is not able to be given between the cessation of work and the commencement of work on the next day, the Employee shall be released after completion of such overtime until there is 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 4.3.3 If on the instructions of Council an Employee resumes or continues work without having had 10 consecutive hours off duty, the Employee shall be paid double time until released from duty for such period and the Employee shall then be entitled to be absent until there is 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

4.4 Working in the Heat

- 4.4.1 Council recognises that working in the heat may affect Employees in different ways and is influenced by a range of factors, including but not limited to: general health, body weight, age, fitness level, medication usage and medical conditions.
- 4.4.2 Appropriate PPE will be issued to all Employees on commencement and replaced as needed. All heat related issues will be managed on a case-by-case basis by the accountable supervisor/s and in accordance with Council's Work Health and Safety guidelines. Where a risk assessment is completed and works are suspended due to the heat, no employee will experience loss of pay.

4.5 Time Off In Lieu

- 4.5.1 Upon approval by the CEO, Employees requested to work overtime may elect to have that acquitted as Time Off In Lieu (TOIL) instead of payment for overtime.
- 4.5.2 TOIL shall be accrued and taken on a time for time basis.
- 4.5.3 Except as otherwise approved by the CEO, the taking and payment of approved TOIL shall be subject to the following:
- (a) Employees may bank up to an equivalent of three (3) days of TOIL in any three (3) calendar months period. An Employee who elects not to utilise their banked TOIL within three (3) calendar months of working such TOIL, will have their TOIL balance for that three (3) calendar months period paid out at single time rate (100%) at the next pay period.
 - (b) Any Employee who is unable to utilise their banked TOIL within three (3) calendar months, due to a refusal by Council, will have their banked TOIL paid out at the overtime rates applicable at the time of accruing the TOIL at the next pay period.
 - (c) Council shall take reasonable steps to track the use and accrual of TOIL and inform Employees of their TOIL balances on a regular basis.
- 4.5.4 Employees and Supervisors are to apply all reasonable efforts to enable the accrued TOIL to be utilised within the three (3) months accrual period.

4.6 Rostered Days Off (RDOs)

4.6.1 9 Day Fortnight

- (a) Full-Time Employees will work nine (9) days on every two (2) weeks work cycle (i.e. nine (9) day fortnight).
- (b) To accrue one RDO a fortnight:
 - (i) An Employee covered by Division 2 – Section 1 of Stream A Award, other than supervisors supervising Stream B and C Award Employees, shall work 8 x 8 hour days and one x 8.5 hour day per fortnight.
 - (ii) An Employee covered by Stream B and C Awards, and their Supervisors covered by Stream A Award, and Employees employed at Council operated Child Care Centres shall work 8 x 8.5 hour days and one x 8 hour day per fortnight.

4.6.2 RDOs – General

- (a) Subject to clauses 5.1 and 5.2 of this Agreement, when taking sick or annual leave, an Employee's RDO balance will be affected as follows:
 - (i) The number of hours of leave shall be deducted from the respective leave balance; and

- (ii) Any shortfall in the number of hours for the leave period, shall be deducted from the Employee's banked RDO balance; and
 - (iii) If sufficient hours are not accumulated in the Employee's banked RDO balance, the Employee shall be required to work additional hours until that shortfall is covered.
- (b) Unless otherwise approved by the CEO, Employees may bank a maximum of five (5) RDOs at any given time.
- (c) Any banked RDOs in excess of five (5) days are to be taken in the following pay period. However, if an Employee is directed by Council to work on an RDO, such time worked shall be paid at overtime rates.
- (d) An Employee wishing to access a banked RDO outside of the scheduled days, must give Council at least two (2) days' notice prior to taking the day off.
- (e) Council may require an Employee to work on a scheduled RDO by giving the Employee two (2) days' notice. A shorter notice may be given for operational reasons in emergent situations.
- (f) An employee who is directed to work on a scheduled RDO will be paid at the rate of ordinary time and the RDO will be banked. Where the Employee has five (5) RDOs accrued in their balance and is directed to work on an RDO, the RDO shall be re-allocated to a mutually agreeable day without attracting penalty rates. If an alternative day cannot be agreed, the Employee shall be paid at overtime rates for that RDO.
- (g) RDOs shall be scheduled in a rostering system for each specific work group following consultation with that group, whereby the entire work group takes the same day off within the scheduled roster. The parties involved agree that scheduling will be implemented in each area to ensure operational and community needs are met and maintained. Changes to rosters must be agreed to by both parties and will not be unreasonably refused. Rosters shall be scheduled to ensure both Employees' work life balance and Council's operational needs are met.
- (h) By mutual agreement, at the request of an Employee or a group of Employees in a particular work area, the Council and an Employee or the group of Employees, may change existing roster arrangements for such periods of time as may be agreed.

4.7 Christmas /New Year Period

- 4.7.1 Except where skeleton crew are required to continue to work over the Christmas/New Year period, Employees shall be directed to be on leave during the Christmas/New Year closure period.
- 4.7.2 During a period of leave under clause 4.7, Employees may access Annual Leave, Long Service Leave, RDOs, TOIL or Leave Without Pay with the approval of the CEO.
- 4.7.3 Council shall provide Employees notification of the closure period, at least 90 days prior to the closure commencing.

PART FIVE – LEAVE ENTITLEMENTS

5.1 Annual Leave

- 5.1.1 All employees, other than casuals, shall accrue five (5) weeks' Annual Leave per annum.
- 5.1.2 Employees covered by Division 2 – Section 1 of Stream A Award, other than Supervisors supervising Stream B and C Award Employees, shall accrue 181.25 hours of Annual Leave per each completed year of service (calculated at the rate of 7.25 hours per day (181.25 hours per annum). Annual Leave shall be taken and be paid at the rate stipulated under this sub-clause.
- 5.1.3 Employees covered by Stream B and C Awards, their Supervisors covered by Stream A Award, and Employees covered by Division 2 – Section 2 of Stream A Award (Child Care), shall accrue 190 hours of Annual Leave per each completed year of service (calculated at the rate of 7.6 hours per day) (190 hours per annum). Annual Leave shall be taken and be paid at the rate stipulated under this sub-clause.
- 5.1.4 Employees are required to provide Council a minimum of 14 days of notice in writing of their intention to take in excess of three (3) consecutive days Annual Leave. Emergent Annual Leave will be considered and approved on a case-by-case basis.
- 5.1.5 Employees may accumulate a maximum of ten (10) weeks of Annual Leave in their balance.
- 5.1.6 If any Employee has accumulated more than ten (10) weeks of Annual Leave at the time of implementation of this Agreement, the Employee must reduce the accumulated Annual Leave to ten (10) weeks within twelve months by taking Annual Leave at a time or times that are mutually agreeable between Council and the Employee.

5.2 Sick Leave

- 5.2.1 All Employees, other than casuals, shall accrue 15 Days of sick leave per annum.

Council's payroll system accrues personal leave gradually throughout the course of a year of service as follows:

- (i) Employees covered by Division 2 – Section 1 of Stream A Award, other than Supervisors supervising Stream B and C Award Employees, shall accrue 108.75 hours of Sick Leave per each completed year of service (calculated at the rate of 7.25 hours per day) (108.75 hours per annum). Sick taken by an Employee shall be paid at the rate stipulated under this sub-clause.
 - (ii) Employees covered by Stream B and C Awards, their Supervisors covered by Stream A Award, and Employees covered by Division 2 – Section 2 of Stream A Award (Child Care) shall accrue 114 hours of Sick Leave per each completed year of service (calculated at the rate of 7.6 hours per day) (114 hours per annum). Sick Leave taken by an Employee shall be paid at the rate stipulated under this sub-clause.
- 5.2.2 In acknowledgement that Stream A Award allows sick leave accrual at the commencement of each year, an Employee covered by Division 2 – Section 1 of Stream A Award may take sick leave up to their annual entitlement in advance of the payroll system accrual for that year.
 - 5.2.3 A medical certificate or other satisfactory evidence is required for all absences in excess of two working days.

5.3 Sick Leave payout on Termination or Death

- 5.3.1 The sick leave payout is to be paid out on the basis set out in the table below subject to the following conditions:
 - (i) Commencement of accrual of "Years of Service" entitlements under this clause shall be from 27 May 2009;

- (ii) For the purpose of calculating Sick Leave transfer entitlements to staff transferring to another Council, Sick Leave entitlements will be reduced by the portion of leave paid out under this agreement; and
- (iii) All pre-existing Sick Leave shall be utilised first.
- (iv) Those Employees who are entitled to the Sick Leave payout under clause 5.3.1 shall be paid in accordance with the following table:

Number of Years of Service	%of accrued Sick Leave to be paid out
0 – 2	Nil
>2 – 5	2.5%
>5 – 10	5%
>10 – 20	15%
>20	22.5%

- (v) The parties agree that all Sick Leave accrued since the date of certification of this Agreement must not be utilised until all sick Leave accrued prior to the commencement of this Agreement has been utilised.

5.4 Carer’s Leave

All employees may use Sick Leave to care for a member of their “immediate family” as defined in Clause 1.6 of this Agreement.

5.5 Parental Leave

- 5.5.1 In addition to the parental leave entitlements provided under the QES and the relevant Award/s, an Employee, other than a casual, is entitled to take paid parental leave provided that:
 - (a) The Employee has completed at least 12 months of continuous service with Council as at the date of the birth or placement (i.e. adoption or surrogacy) of the child; and
 - (b) The paid parental leave is taken immediately before or after the birth or placement (i.e. adoption or surrogacy); and
 - (c) The Employee is the primary caregiver of the child.
- 5.5.2 An Employee who accesses the paid parental leave in accordance with clause 5.5.1, shall be entitled to:
 - (a) Six (6) weeks paid parental leave, calculated at the Employee’s ordinary rate of pay; or
 - (b) Twelve (12) weeks paid parental leave at half pay.
- 5.5.3 Part-time Employees are eligible for paid parental leave on a pro-rata basis of the average weekly hours for the preceding 12 months.
- 5.5.4 An Employee is entitled to a total of five (5) days of paid parental leave in connection with the stillbirth of their child or adopted child.
- 5.5.5 An Employee is entitled to a total of five (5) days of paid parental leave in connection with the birth or stillbirth of their partner's child or adopted child.

5.6 Bereavement Leave

- 5.6.1 Upon the death of a member of their "immediate family" as defined in clause 1.6 of this Agreement, an Employee may be granted up to five (5) days of paid bereavement leave for the purpose of attending a funeral. Bereavement Leave under this clause shall consist of two (2) days of bereavement leave and three (3) days of sick leave. By mutual agreement, where no sick leave is available, the Employee may utilise their annual leave or long service leave balance (if applicable).
- (a) The taking of Bereavement Leave shall be subject to the production of evidence of death satisfactory to Council or the completion of a statutory declaration if so requested by Council.
 - (b) Access to Bereavement Leave in other circumstances may be available subject to the approval of the Chief Executive Officer.

5.7 Long Service Leave

- 5.7.1 Employees who commenced employment with Council on or after 12 June 2009 shall be eligible to accrue Long Service Leave at the rate of 13 weeks after 10 years of continuous service.
- 5.7.2 Employees who complete 10 years of continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.
- 5.7.3 An Employee who has more than seven (7) but less than ten (10) years of continuous service is entitled to proportionate payment of long service leave upon termination of employment. Payment under this clause does not apply where the termination of employment was because of the Employee's conduct, capacity or performance.
- 5.7.4 Employees may take long service leave in one (1) or more portions provided that no less than one (1) week may be taken in any portion. This may be varied to lesser amounts in special circumstances as agreed between the Employee and Council.
- 5.7.5 Portability of Long Service Leave entitlements is provided for in Chapter 8, Part 3, Division 2 of the *Local Government Regulation 2012*.
- 5.7.6 Employees who are eligible to access their long service leave balance may apply in writing for long service leave at double pay but taken for half the period of the leave usually paid at ordinary time.
- 5.7.7 Employees who are eligible to access their long service leave balance may apply in writing for long service leave to be paid at half their normal ordinary rate thus extending their eligible period of leave.
- 5.7.8 An employee, may apply to the Queensland Industrial Relations Commission for payment of all or part of Long Service Leave instead of the taking of leave, on the basis of compassionate or financial hardship grounds.

5.8 Emergency Services Leave

- 5.8.1 Where an Employee, by reason of affiliation with an emergency service agency, is required to be absent from duty during normal working hours in order to assist or undertake such emergency work, that Employee shall be allowed leave with pay equivalent to the ordinary time earnings of such absence. In instances where approved emergency services leave is taken, the Employee will be paid at their normal rate of pay for the time during which they are in attendance at the emergency during normal working hours.
- 5.8.2 Prior approval from the Employee's accountable supervisor must be obtained prior to the commencement of emergency services leave. Employees shall be released from duty unless they are otherwise engaged in urgent or essential work and their absence may adversely affect the work group. As far as practicable, an Employee must return to work if the emergency duty ceases before the end of the normal working hours on any given day.

- 5.8.3 An Employee who has been engaged on emergency work for a period of at least four (4) hours, shall be entitled, upon the cessation of such work and prior to the resumption of normal Council duties, to a clear break of eight (8) hours without loss of pay for ordinary working time occurring during such break. Any additional time off (for recuperation) is to be taken from the Employee's accrued leave entitlements.

5.9 Emergency/Disaster Circumstances – Return from Annual Leave

- 5.9.1 To meet unexpected or emergency operational needs, Council may be required to call upon an Employee (or Employees) to return to work from leave.
- 5.9.2 An Employee recalled from leave for up to three (3) consecutive days will be paid at overtime rates for work performed in lieu of reversing the Employee's leave entitlements.
- 5.9.3 An Employee recalled from leave for more than three (3) consecutive days, will have their leave entitlements re-credited and be paid at ordinary rates for work performed. The Employee has the right to refuse return to work in these circumstances.

5.10 Natural Disaster Leave

- 5.10.1 Subject to the approval of the CEO, Employees may access up to a maximum of three (3) days of paid natural disaster leave in the following circumstances:
- (a) A declared or non-declared Disaster Situation; and
 - (b) Employees are unable to perform their required functions and reasonable duties, or where to continue working under extreme conditions is inadvisable due to Workplace Health and Safety considerations; and
 - (c) Employees are required to leave the work site and return home; or
 - (d) Employees are isolated as a result of a natural flood, cyclone, bushfire, tsunami, volcano or earthquake and unable to perform their duties by means of plant and/or equipment being stationed there, or alternative duties or training cannot be provided.
- 5.10.2 Subject to the approval of the CEO, where an Employee is required to return home due to a non-declared Disaster Situation, the Employee may be eligible to access any accrued leave balance (including TOIL, RDOs) excluding personal leave (unless an emergency as defined by the relevant Award) or unpaid leave.

5.11 Domestic and Family Violence Leave

- 5.11.1 Employees personally experiencing domestic and family violence may access up to ten (10) days per year of paid domestic and family violence Leave in order to attend to any matters relating to the family and domestic violence matter/s.
- 5.11.2 Domestic and family violence leave given under clause 5.11.1 of this Agreement is non-cumulative and is non-transferable and may be taken in units of one (1) hour.
- 5.11.3 Employees supporting a person experiencing domestic and family violence may take Personal Leave or any other form of accrued leave to accompany them to court or hospital, or to assist with childcare, accommodation or other matters.
- 5.11.4 An Employee seeking to access family and domestic violence leave in accordance with clause 5.11 of this Agreement, should notify Human Resources or the CEO as soon as reasonably practicable of their intention to take or remain on Domestic and Family Violence or other type of leave for this purpose.
- 5.11.5 For the purpose of clause 5.11, proof of domestic and family violence may be required. Sufficient proof may be in the form of a document issued by the Police Service, a Court, a Doctor, a Nurse, a

Domestic and Family Violence Support Service or a Lawyer.

- 5.11.6 In order to provide support to an Employee experiencing domestic and family violence and to provide a safe work environment, Council will approve any reasonable request from an Employee for changes to their span of hours or pattern of hours and/or shift patterns, changes to duties, changes to their contact details, or any other appropriate measure including those available under existing work arrangements.
- 5.11.7 All personal information concerning domestic and family violence will be kept confidential and only shared with Employees who have a genuine need to know. No information will be kept on an Employee's personnel file without their express written permission. Council will work collaboratively with the Employee who is experiencing domestic violence to develop protocols to restrict access to the Employee's personal information and contact details.
- 5.11.8 Council will develop and implement workplace safety planning strategies to ensure the protection of all Employees.

PART SIX – TRAINING & RELATED MATTERS

6.1 Travel for Compulsory Training or Discretionary Training, and Conferences & Seminars

- 6.1.1 All reasonable travelling and/or out-of-pocket expenses including meals incurred by an Employee in the course of the Employee's duties attending compulsory or discretionary training and conferences and seminars shall be reimbursed in accordance with this Agreement.
- 6.1.2 An Employee directed by Council to travel for any Compulsory Training or Discretionary Training, and conferences and seminars within or outside the prescribed ordinary hours of work, shall be paid for such travelling time at single time rates as per Clause 6.1.3.
- 6.1.3 Any travelling time, to attend Compulsory Training, shall be calculated on the shortest travel time as deemed by Council, by any mode of transport. For example, if the Employee elects to drive, the Employee shall be paid for two (2) hours which are the equivalent time required to travel by plane (instead of 12 hours' drive to Brisbane).
- 6.1.4 The above provisions shall not apply to Employees receiving assistance under Council Study Assistance Policy, where such assistance already provides for recognition of the matters covered by this Clause.

6.2 Licences/Competencies

- 6.2.1 Particular occupations require the possession of relevant licences and certificates of competency. All Employees will be required to obtain and to maintain the necessary registration and licences relevant to the position/s that such Employee/s would normally be required to hold in order to fulfil their position/s (i.e. Drivers Licence, Relevant Truck Licence, Trade Certificates etc.) at no cost to Council.
- 6.2.2 However, Council shall cover the training and ongoing licence or operator's ticket costs of Employees who are required as part of their job with Council to drive or operate identified machinery and/or equipment, or hold specific licences/competencies.
- 6.2.3 If Council requires the employee to hold any additional and/or specific licences/registrations/certificates relevant to their position, they shall be obtained at no cost to the Employee.
- 6.2.4 Employees who lose their licences and/or certificate of competencies shall have their circumstances dealt with in accordance with the provisions of the Code of Conduct and relevant policies.
- 6.2.5 Further, in order to maintain a safe work environment as well as creating career paths and opportunities for Employees, Council is committed to a Verification of Competency process for all operators. This will ensure that all operators are skilled at a similar level when operating Council machinery and meet required WHS guidelines. This will be at no cost to Employees.

6.3 Classification and Reclassification

6.3.1 Minimum classification level

- (a) All positions covered by this Agreement are classified in accordance with the level definitions provided for in the relevant Parent Award.
- (b) The minimum classification level for Employees covered by Stream A, Division 2, Section 1 shall be at Level 2.1.

6.3.2 Reclassification Requests

- (a) An Employee may make a request for reclassification to the CEO at any time where the Employee's position has been restructured or re-organised, or as a result of a substantive change in the position initiated by Council or if it is identified that an Employee is required

by the Council to perform duties on a regular basis that are of a higher classification.

- (b) The Employee will receive written notification that their application has been received.
- (c) The reclassification procedure shall not exceed a period of eight (8) weeks from the date of the submission of a request for reclassification. Any reclassification request that is approved shall be back paid to the date the application is made.
- (d) An Employee may request a Union or other representative to represent them throughout the process outlined in the clause above.

PART SEVEN – EMPLOYMENT RELATIONS & RELATED MATTERS

7.1 Transition to Retirement

- 7.1.1 Transition to retirement arrangements may be available to those Employees genuinely considering full time retirement from the workforce and who wish a transition period to retirement. This is in recognition of the need to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other Employees prior to retirement, for the mutual benefit of Council and the Employee.
- 7.1.2 Any such arrangements between the Employer and the Employee shall be documented in writing confirming the agreed pattern of work required, which may include (as applicable):
- (a) The clear understanding that once entered into, given that the Council will have necessarily either appointed an existing Employee to be the recipient of the knowledge transfer, or has recruited a new Employee, these arrangements cannot be reversed unless exceptional circumstances arise and a further agreement is reached to terminate the transition;
 - (b) The weeks to be worked over the period and the minimum ordinary hours per week;
 - (c) Days on which the work is to be performed including the daily starting and finishing times; and/or
 - (d) The knowledge transfer specifications for the period.
- 7.1.3 These arrangements once made, are to be strictly adhered to, but may be varied by mutual agreement between Council and the Employee and any agreed amendments are to be documented.
- 7.1.4 All leave entitlement balances accrued immediately prior to the approved Transition to Retirement arrangement shall be maintained without reduction, except where the Employee utilises approved leave. On commencement of the arrangement, all leave shall accrue in accordance with the relevant hours of work clauses within this Agreement and/or applicable Parent Award.

7.2 Job Security and Contracting Out

- 7.2.1 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.
- 7.2.2 Such steps shall include measures to increase the security of employees' employment.
- 7.2.3 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.
- 7.2.4 Contractors and/or their employees will not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed.
- 7.2.5 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.
- 7.2.6 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.

7.3 Redundancies and Redeployment

- 7.3.1 Following the consultation process with affected Employees and their representatives outlined in clauses 2.1 and 2.2 of this Agreement, the Council may decide to make a position redundant.
- 7.3.2 Where possible, Council will endeavor to maintain Employees whose positions have become

redundant in continued employment within the Council and where the Council cannot facilitate such continue employment, provide monetary compensation to such employees whose employment is to be terminated.

- 7.3.3 At the CEO discretion, voluntary redundancies may be offered to affected Employees, and be considered on a case by case basis.
- 7.3.4 Where Council has decided to make a position redundant, Council will assess for any redeployment opportunities during the redundancy notice period, by reviewing all vacant permanent positions within Council to ascertain if there are any suitable alternative positions to which the Employee could be offered redeployment.
- 7.3.5 Where the Employee is provided with an offer of redeployment, the Employee is required to accept or reject an offer of redeployment within twenty-one (21) days of receipt of the offer. If the Employee accepts the offer, the Employee will be redeployed to the new position within fourteen (14) days of acceptance of the offer, unless another date is mutually agreed.
- 7.3.6 Where an Employee accepts redeployment to another role, Council will provide the necessary training to perform that role.
- 7.3.7 When an Employee has been redeployed to a position that is classified at a lower level than the position which was made redundant, the Employee’s salary will be maintained at the same level of the redundant position for a period of 12 months.
- 7.3.8 If the Employee rejects offer for redeployment, the Employee will be made redundant as at the end of the Redundancy Notice period, and such Employee will be entitled to severance pay on the basis set out in the table below:

Years of Service	Severance Pay
>1 – 2	4 weeks
>2 – 3	6 weeks
>3 – 4	8 weeks
>4 – 5	10 weeks
>5 – 6	12 weeks
>6 – 7	14 weeks
>7 – 8	16 weeks
>8 – 9	18 weeks
>9 – 10	20 weeks
>10 – 11	22 weeks
>11 - 12	23 weeks
>12	24 weeks

APPENDIX 1 – WAGES RATES

Division 2 - Section 1 (Administrative, clerical, technical, professional, community service, supervisory and managerial services)	Weekly Base Rate of pay as at 1 July 2022¹	Weekly Base rate of pay – paid on the 1st pay period following in principle agreement	Weekly Base rate of pay – paid on the 1st pay period following the 1st anniversary of Certification	Weekly Base rate of pay – paid on the 1st pay period following the 2nd anniversary of Certification	Weekly Base rate of pay – paid on the 1st pay period following the 3rd anniversary of Certification
		6%	4.5%	4.5%	3.5%
Level 1, year 1	\$ 1,048.05	\$ 1,110.93	\$ 1,160.92	\$ 1,213.17	\$ 1,255.63
Level 1, year 2	\$ 1,073.55	\$ 1,137.96	\$ 1,189.17	\$ 1,242.68	\$ 1,286.18
Level 1, year 3	\$ 1,099.56	\$ 1,165.53	\$ 1,217.98	\$ 1,272.79	\$ 1,317.34
Level 1, year 4	\$ 1,099.56	\$ 1,165.53	\$ 1,217.98	\$ 1,272.79	\$ 1,317.34
Level 1, year 5	\$ 1,122.00	\$ 1,189.32	\$ 1,242.84	\$ 1,298.77	\$ 1,344.22
Level 1, year 6	\$ 1,135.26	\$ 1,203.38	\$ 1,257.53	\$ 1,314.12	\$ 1,360.11
Level 2, year 1	\$ 1,161.27	\$ 1,230.95	\$ 1,286.34	\$ 1,344.22	\$ 1,391.27
Level 2, year 2	\$ 1,189.32	\$ 1,260.68	\$ 1,317.41	\$ 1,376.69	\$ 1,424.88
Level 2, year 3	\$ 1,215.33	\$ 1,288.25	\$ 1,346.22	\$ 1,406.80	\$ 1,456.04
Level 2, year 4	\$ 1,215.33	\$ 1,288.25	\$ 1,346.22	\$ 1,406.80	\$ 1,456.04
Level 3, year 1	\$ 1,243.89	\$ 1,318.52	\$ 1,377.86	\$ 1,439.86	\$ 1,490.26
Level 3, year 2	\$ 1,243.89	\$ 1,318.52	\$ 1,377.86	\$ 1,439.86	\$ 1,490.26
Level 3, year 3	\$ 1,272.45	\$ 1,348.80	\$ 1,409.49	\$ 1,472.92	\$ 1,524.47
Level 3, year 4	\$ 1,280.61	\$ 1,357.45	\$ 1,418.53	\$ 1,482.37	\$ 1,534.25
Level 4, year 1	\$ 1,302.54	\$ 1,380.69	\$ 1,442.82	\$ 1,507.75	\$ 1,560.52
Level 4, year 2	\$ 1,331.10	\$ 1,410.97	\$ 1,474.46	\$ 1,540.81	\$ 1,594.74
Level 4, year 3	\$ 1,359.15	\$ 1,440.70	\$ 1,505.53	\$ 1,573.28	\$ 1,628.34
Level 4, year 4	\$ 1,359.15	\$ 1,440.70	\$ 1,505.53	\$ 1,573.28	\$ 1,628.34
Level 5, year 1	\$ 1,388.22	\$ 1,471.51	\$ 1,537.73	\$ 1,606.93	\$ 1,663.17
Level 5, year 2	\$ 1,417.29	\$ 1,502.33	\$ 1,569.93	\$ 1,640.58	\$ 1,698.00
Level 5, year 3	\$ 1,417.29	\$ 1,502.33	\$ 1,569.93	\$ 1,640.58	\$ 1,698.00

¹ This rate includes \$10 which is the equivalent of the “Administrative Responsibility Allowance” which applied by virtue of clause 3.2.3 of the expired Certified Agreement.

Level 6, year 1	\$ 1,468.80	\$ 1,556.93	\$ 1,626.99	\$ 1,700.20	\$ 1,759.71
Level 6, year 2	\$ 1,518.78	\$ 1,609.91	\$ 1,682.35	\$ 1,758.06	\$ 1,819.59
Level 6, year 3	\$ 1,579.47	\$ 1,674.24	\$ 1,749.58	\$ 1,828.31	\$ 1,892.30
Level 7, year 1	\$ 1,579.47	\$ 1,674.24	\$ 1,749.58	\$ 1,828.31	\$ 1,892.30
Level 7, year 2	\$ 1,621.80	\$ 1,719.11	\$ 1,796.47	\$ 1,877.31	\$ 1,943.01
Level 7, year 3	\$ 1,621.80	\$ 1,719.11	\$ 1,796.47	\$ 1,877.31	\$ 1,943.01
Level 8, year 1	\$ 1,663.62	\$ 1,763.44	\$ 1,842.79	\$ 1,925.72	\$ 1,993.12
Level 8, year 2	\$ 1,704.42	\$ 1,806.69	\$ 1,887.99	\$ 1,972.95	\$ 2,042.00
Level 8, year 3	\$ 1,745.22	\$ 1,849.93	\$ 1,933.18	\$ 2,020.17	\$ 2,090.88
Level 8, year 4	\$ 1,786.02	\$ 1,893.18	\$ 1,978.37	\$ 2,067.40	\$ 2,139.76
Level 8, year 5	\$ 1,826.82	\$ 1,936.43	\$ 2,023.57	\$ 2,114.63	\$ 2,188.64
under 18 years of age 60%	\$ 628.83	\$ 666.56	\$ 696.55	\$ 727.90	\$ 753.38
18 and under 19 years of age 70%	\$ 733.64	\$ 777.65	\$ 812.65	\$ 849.22	\$ 878.94
19 and under 20 years of age 80%	\$ 838.44	\$ 888.75	\$ 928.74	\$ 970.53	\$ 1,004.50
20 years of age 90%	\$ 943.25	\$ 999.84	\$ 1,044.83	\$ 1,091.85	\$ 1,130.06

Division 2 - Section 2 (Children's Services & Early Childhood Education)	Weekly Base Rate of pay as at 1 July 2022	Weekly Base rate of pay – paid on the 1st pay period following in principle agreement	Weekly Base rate of pay – paid on the 1st pay period following the 1st anniversary of Certification	Weekly Base rate of pay – paid on the 1st pay period following the 2nd anniversary of Certification	Weekly Base rate of pay – paid on the 1st pay period following the 3rd anniversary of Certification
		6%	4.5%	4.5%	3.5%
Assistant children's services worker, unqualified, year 1	\$ 1,063.35	\$ 1,127.15	\$ 1,177.87	\$ 1,230.88	\$ 1,273.96
Assistant children's services worker, unqualified, year 2	\$ 1,089.36	\$ 1,154.72	\$ 1,206.68	\$ 1,260.98	\$ 1,305.12
Assistant children's services worker, unqualified, year 3	\$ 1,111.80	\$ 1,178.51	\$ 1,231.54	\$ 1,286.96	\$ 1,332.00
Children's services worker, 1 year qualified, year 1	\$ 1,179.12	\$ 1,249.87	\$ 1,306.11	\$ 1,364.89	\$ 1,412.66
Children's services worker, 1 year qualified, year 2	\$ 1,205.13	\$ 1,277.44	\$ 1,334.92	\$ 1,394.99	\$ 1,443.82
Children's services worker, 1 year qualified, year 3	\$ 1,233.69	\$ 1,307.71	\$ 1,366.56	\$ 1,428.05	\$ 1,478.04
Group leader, 1 year qualified, year 1	\$ 1,262.25	\$ 1,337.99	\$ 1,398.19	\$ 1,461.11	\$ 1,512.25
Group leader, 1 year qualified, year 2	\$ 1,292.34	\$ 1,369.88	\$ 1,431.53	\$ 1,495.94	\$ 1,548.30
Group leader, 1 year qualified, year 3	\$ 1,292.34	\$ 1,369.88	\$ 1,431.53	\$ 1,495.94	\$ 1,548.30
Group leader, 2 year qualified, year 1	\$ 1,348.95	\$ 1,429.89	\$ 1,494.23	\$ 1,561.47	\$ 1,616.12
Group leader, 2 year qualified, year 2	\$ 1,378.02	\$ 1,460.70	\$ 1,526.43	\$ 1,595.12	\$ 1,650.95
Group leader, 2 year qualified, year 3	\$ 1,407.09	\$ 1,491.52	\$ 1,558.63	\$ 1,628.77	\$ 1,685.78
Group leader, 3 year qualified, year 1	\$ 1,407.09	\$ 1,491.52	\$ 1,558.63	\$ 1,628.77	\$ 1,685.78
Group leader, 3 year qualified, year 2	\$ 1,407.09	\$ 1,491.52	\$ 1,558.63	\$ 1,628.77	\$ 1,685.78
Assistant coordinator, qualified, large service year 1	\$ 1,407.09	\$ 1,491.52	\$ 1,558.63	\$ 1,628.77	\$ 1,685.78
Assistant coordinator, qualified, large service year 2	\$ 1,407.09	\$ 1,491.52	\$ 1,558.63	\$ 1,628.77	\$ 1,685.78
Assistant director, 2 year qualified, year 1	\$ 1,407.09	\$ 1,491.52	\$ 1,558.63	\$ 1,628.77	\$ 1,685.78
Assistant director, 2 year qualified, year 2	\$ 1,407.09	\$ 1,491.52	\$ 1,558.63	\$ 1,628.77	\$ 1,685.78

Assistant director, 2 year qualified, year 3	\$ 1,432.59	\$ 1,518.55	\$ 1,586.88	\$ 1,658.29	\$ 1,716.33
Assistant director, 3 year qualified, year 1	\$ 1,458.60	\$ 1,546.12	\$ 1,615.69	\$ 1,688.40	\$ 1,747.49
Assistant director, 3 year qualified, year 2	\$ 1,458.60	\$ 1,546.12	\$ 1,615.69	\$ 1,688.40	\$ 1,747.49
Coordinator, unqualified, year 1	\$ 1,407.09	\$ 1,491.52	\$ 1,558.63	\$ 1,628.77	\$ 1,744.78
Coordinator, unqualified, year 2	\$ 1,407.09	\$ 1,491.52	\$ 1,558.63	\$ 1,628.77	\$ 1,744.78
Coordinator, unqualified, year 3	\$ 1,432.59	\$ 1,518.55	\$ 1,586.88	\$ 1,658.29	\$ 1,776.40
Coordinator, qualified, small service, year 1	\$ 1,458.60	\$ 1,546.12	\$ 1,615.69	\$ 1,688.40	\$ 1,808.65
Coordinator, qualified, small service, year 2	\$ 1,508.58	\$ 1,599.09	\$ 1,671.05	\$ 1,746.25	\$ 1,870.63
Coordinator, qualified, large service, year 1	\$ 1,508.58	\$ 1,599.09	\$ 1,671.05	\$ 1,746.25	\$ 1,870.63
Coordinator, qualified, large service, year 2	\$ 1,569.27	\$ 1,663.43	\$ 1,738.28	\$ 1,816.50	\$ 1,945.88
Coordinator, qualified, large service, year 3	\$ 1,569.27	\$ 1,663.43	\$ 1,738.28	\$ 1,816.50	\$ 1,945.88
Coordinator, qualified, large service, year 4	\$ 1,569.27	\$ 1,663.43	\$ 1,738.28	\$ 1,816.50	\$ 1,945.88
Director, 2 year qualified, year 1	\$ 1,508.58	\$ 1,599.09	\$ 1,671.05	\$ 1,746.25	\$ 1,870.63
Director, 2 year qualified, year 2	\$ 1,569.27	\$ 1,663.43	\$ 1,738.28	\$ 1,816.50	\$ 1,945.88
Director, 2 year qualified, year 3	\$ 1,569.27	\$ 1,663.43	\$ 1,738.28	\$ 1,816.50	\$ 1,945.88
Director, 2 year qualified, year 4	\$ 1,569.27	\$ 1,663.43	\$ 1,738.28	\$ 1,816.50	\$ 1,945.88
Director, minimum 3 year qualified, year 1	\$ 1,569.27	\$ 1,663.43	\$ 1,738.28	\$ 1,816.50	\$ 1,945.88
Director, minimum 3 year qualified, year 2	\$ 1,569.27	\$ 1,663.43	\$ 1,738.28	\$ 1,816.50	\$ 1,945.88
Director, minimum 3 year qualified, year 3	\$ 1,611.60	\$ 1,708.30	\$ 1,785.17	\$ 1,865.50	\$ 1,998.37
Director, minimum 3 year qualified, year 4	\$ 1,611.60	\$ 1,708.30	\$ 1,785.17	\$ 1,865.50	\$ 1,998.37
Director, minimum 3 year qualified, year 5	\$ 1,653.42	\$ 1,752.63	\$ 1,831.49	\$ 1,913.91	\$ 2,050.23
Director, minimum 3 year qualified, year 6	\$ 1,662.60	\$ 1,762.36	\$ 1,841.66	\$ 1,924.54	\$ 2,061.61
Director, minimum 3 year qualified, year 7	\$ 1,680.45	\$ 1,781.28	\$ 1,861.43	\$ 1,945.20	\$ 2,083.75

Director, minimum 3 year qualified, year 8	\$ 1,698.30	\$ 1,800.20	\$ 1,881.21	\$ 1,965.86	\$ 2,105.88
Director, minimum 3 year qualified, year 9	\$ 1,711.05	\$ 1,813.71	\$ 1,895.33	\$ 1,980.62	\$ 2,121.69
Kindergarten/preschool assistant, grade 1, year 1	\$ 1,020.51	\$ 1,081.74	\$ 1,130.42	\$ 1,181.29	\$ 1,265.43
Kindergarten/preschool assistant, grade 1, year 2	\$ 1,032.75	\$ 1,094.72	\$ 1,143.98	\$ 1,195.46	\$ 1,280.60
Kindergarten/preschool assistant, grade 2, year 1	\$ 1,050.60	\$ 1,113.64	\$ 1,163.75	\$ 1,216.12	\$ 1,302.74
Kindergarten/preschool assistant, grade 2, year 2	\$ 1,061.82	\$ 1,125.53	\$ 1,176.18	\$ 1,229.11	\$ 1,316.65
Kindergarten/preschool assistant, grade 3, year 1	\$ 1,089.87	\$ 1,155.26	\$ 1,207.25	\$ 1,261.58	\$ 1,351.43
Kindergarten/preschool assistant, grade 3, year 2	\$ 1,102.62	\$ 1,168.78	\$ 1,221.37	\$ 1,276.33	\$ 1,367.24
Exempted teacher, grade 1	\$ 1,089.87	\$ 1,155.26	\$ 1,207.25	\$ 1,261.58	\$ 1,351.43
Exempted teacher, grade 2	\$ 1,102.62	\$ 1,168.78	\$ 1,221.37	\$ 1,276.33	\$ 1,367.24
Exempted teacher, grade 3	\$ 1,117.92	\$ 1,185.00	\$ 1,238.32	\$ 1,294.04	\$ 1,386.21
Teacher, band 1, step 1	\$ 1,187.79	\$ 1,259.06	\$ 1,374.92	\$ 1,423.04	\$ 1,472.85
Teacher, band 1, step 2	\$ 1,207.68	\$ 1,280.14	\$ 1,397.95	\$ 1,446.87	\$ 1,497.51
Teacher, band 1, step 3	\$ 1,230.63	\$ 1,304.47	\$ 1,424.51	\$ 1,474.37	\$ 1,525.97
Teacher, band 1, step 4	\$ 1,254.60	\$ 1,329.88	\$ 1,452.26	\$ 1,503.09	\$ 1,555.69
Teacher, band 2, step 1	\$ 1,275.51	\$ 1,352.04	\$ 1,476.46	\$ 1,528.14	\$ 1,581.62
Teacher, band 2, step 2	\$ 1,315.29	\$ 1,394.21	\$ 1,522.51	\$ 1,575.80	\$ 1,630.95
Teacher, band 2, step 3	\$ 1,356.60	\$ 1,438.00	\$ 1,570.33	\$ 1,625.29	\$ 1,682.17
Teacher, band 2, step 4	\$ 1,397.91	\$ 1,481.78	\$ 1,618.15	\$ 1,674.78	\$ 1,733.40
Teacher, band 2, step 5	\$ 1,435.65	\$ 1,521.79	\$ 1,661.83	\$ 1,720.00	\$ 1,780.20
Teacher, band 3, step 1	\$ 1,467.27	\$ 1,555.31	\$ 1,698.43	\$ 1,757.88	\$ 1,819.40
Teacher, band 3, step 2	\$ 1,501.44	\$ 1,591.53	\$ 1,737.99	\$ 1,798.82	\$ 1,861.77
Teacher, band 3, step 3	\$ 1,534.08	\$ 1,626.12	\$ 1,775.77	\$ 1,837.92	\$ 1,902.25
Teacher, band 3, step 4	\$ 1,569.27	\$ 1,663.43	\$ 1,816.50	\$ 1,880.08	\$ 1,945.88
17 and under 18 years of age 55%	\$ 584.84	\$ 619.93	\$ 676.98	\$ 700.68	\$ 725.20
18 and under 19 years of age 65%	\$ 691.18	\$ 732.65	\$ 800.07	\$ 828.07	\$ 857.06
19 and under 20 years of age 75%	\$ 797.51	\$ 845.36	\$ 923.16	\$ 955.47	\$ 988.91

20 years of age 85%	\$ 903.85	\$ 958.08	\$ 1,046.25	\$ 1,082.86	\$ 1,120.76
17 and under 18 years of age 55%	\$ 648.52	\$ 687.43	\$ 750.69	\$ 776.96	\$ 804.16
18 and under 19 years of age 65%	\$ 766.43	\$ 812.41	\$ 887.18	\$ 918.23	\$ 950.37
19 and under 20 years of age 75%	\$ 884.34	\$ 937.40	\$ 1,023.66	\$ 1,059.49	\$ 1,096.58
20 years of age 85%	\$ 1,002.25	\$ 1,062.39	\$ 1,160.15	\$ 1,200.76	\$ 1,242.79

Division 2 - Section 5 (Operational Services)	Weekly Base Rate of pay as at 1 July 2022	Weekly Base rate of pay – paid on the 1st pay period following in principle agreement	Weekly Base rate of pay – paid on the 1st pay period following the 1st anniversary of Certification	Weekly Base rate of pay – paid on the 1st pay period following the 2nd anniversary of Certification	Weekly Base rate of pay – paid on the 1st pay period following the 3rd anniversary of Certification
		6%	4.5%	4.5%	3.5%
Level 1, first 6 months	\$ 1,063.35	\$ 1,127.15	\$ 1,177.87	\$ 1,230.88	\$ 1,273.96
Level 1, after first 6 months	\$ 1,063.35	\$ 1,127.15	\$ 1,177.87	\$ 1,230.88	\$ 1,273.96
Level 2	\$ 1,089.36	\$ 1,154.72	\$ 1,206.68	\$ 1,260.98	\$ 1,305.12
Level 3	\$ 1,089.36	\$ 1,154.72	\$ 1,206.68	\$ 1,260.98	\$ 1,305.12
Level 4	\$ 1,111.80	\$ 1,178.51	\$ 1,231.54	\$ 1,286.96	\$ 1,332.00
Level 5	\$ 1,125.06	\$ 1,192.56	\$ 1,246.23	\$ 1,302.31	\$ 1,347.89
Level 6	\$ 1,151.07	\$ 1,220.13	\$ 1,275.04	\$ 1,332.42	\$ 1,379.05
Level 7	\$ 1,179.12	\$ 1,249.87	\$ 1,306.11	\$ 1,364.89	\$ 1,412.66
Level 8	\$ 1,205.13	\$ 1,277.44	\$ 1,334.92	\$ 1,394.99	\$ 1,443.82
Level 9	\$ 1,233.69	\$ 1,307.71	\$ 1,366.56	\$ 1,428.05	\$ 1,478.04
under 18 years of age 60%	\$ 638.01	\$ 676.29	\$ 706.72	\$ 738.53	\$ 764.37
18 and under 19 years of age 75%	\$ 797.51	\$ 845.36	\$ 883.40	\$ 923.16	\$ 955.47

Division 2 - Section 1 (Building Trades Services)	Weekly Base Rate of pay as at 1 July 2022	Weekly Base rate of pay – paid on the 1st pay period following in principle agreement	Weekly Base rate of pay – paid on the 1st pay period following the 1st anniversary of Certification	Weekly Base rate of pay – paid on the 1st pay period following the 2nd anniversary of Certification	Weekly Base rate of pay – paid on the 1st pay period following the 3rd anniversary of Certification
		6%	4.5%	4.5%	3.5%
Building worker, level 1(a), new entrant	\$ 1,037.85	\$ 1,100.12	\$ 1,149.63	\$ 1,201.36	\$ 1,243.41
Building worker, level 1(b), after 3 months in the industry	\$ 1,063.35	\$ 1,127.15	\$ 1,177.87	\$ 1,230.88	\$ 1,273.96
Building worker, level 1(c), after 12 months in the industry	\$ 1,063.35	\$ 1,127.15	\$ 1,177.87	\$ 1,230.88	\$ 1,273.96
Building worker, level 1(d)	\$ 1,089.36	\$ 1,154.72	\$ 1,206.68	\$ 1,260.98	\$ 1,305.12
Building worker, level 2	\$ 1,111.80	\$ 1,178.51	\$ 1,231.54	\$ 1,286.96	\$ 1,332.00
Building tradesperson, level 1	\$ 1,125.06	\$ 1,192.56	\$ 1,246.23	\$ 1,302.31	\$ 1,347.89
Building tradesperson, level 2	\$ 1,151.07	\$ 1,220.13	\$ 1,275.04	\$ 1,332.42	\$ 1,379.05
Building tradesperson, level 3	\$ 1,179.12	\$ 1,249.87	\$ 1,306.11	\$ 1,364.89	\$ 1,412.66
Yr 1 40% BT1	\$ 450.02	\$ 477.03	\$ 498.49	\$ 520.92	\$ 539.16
Yr 2 55% BT1	\$ 618.78	\$ 655.91	\$ 685.43	\$ 716.27	\$ 741.34
Yr 3 75% BT1	\$ 843.80	\$ 894.42	\$ 934.67	\$ 976.73	\$ 1,010.92
Yr 4 90% BT1	\$ 1,012.55	\$ 1,073.31	\$ 1,121.61	\$ 1,172.08	\$ 1,213.10
Yr 1 75% BT1	\$ 843.80	\$ 894.42	\$ 934.67	\$ 976.73	\$ 1,010.92
Yr 2 80% BT1	\$ 900.05	\$ 954.05	\$ 996.98	\$ 1,041.85	\$ 1,078.31
Yr 3 84% BT1	\$ 945.05	\$ 1,001.75	\$ 1,046.83	\$ 1,093.94	\$ 1,132.23
Yr 4 90% BT1	\$ 1,012.55	\$ 1,073.31	\$ 1,121.61	\$ 1,172.08	\$ 1,213.10

Division 2 - Section 2 (Engineering and Electrical/Electronic Services)	Weekly Base Rate of pay as at 1 July 2022	Weekly Base rate of pay – paid on the 1st pay period following in principle agreement	Weekly Base rate of pay – paid on the 1st pay period following the 1st anniversary of Certification	Weekly Base rate of pay – paid on the 1st pay period following the 2nd anniversary of Certification	Weekly Base rate of pay – paid on the 1st pay period following the 3rd anniversary of Certification
		6%	4.5%	4.5%	3.5%
C14	\$ 1,037.85	\$ 1,100.12	\$ 1,149.63	\$ 1,201.36	\$ 1,243.41
C13	\$ 1,037.85	\$ 1,100.12	\$ 1,149.63	\$ 1,201.36	\$ 1,243.41
C12	\$ 1,063.35	\$ 1,127.15	\$ 1,177.87	\$ 1,230.88	\$ 1,273.96
C11	\$ 1,089.36	\$ 1,154.72	\$ 1,206.68	\$ 1,260.98	\$ 1,305.12
C10	\$ 1,125.06	\$ 1,192.56	\$ 1,246.23	\$ 1,302.31	\$ 1,347.89
C9	\$ 1,151.07	\$ 1,220.13	\$ 1,275.04	\$ 1,332.42	\$ 1,379.05
C8	\$ 1,179.12	\$ 1,249.87	\$ 1,306.11	\$ 1,364.89	\$ 1,412.66
C7	\$ 1,205.13	\$ 1,277.44	\$ 1,334.92	\$ 1,394.99	\$ 1,443.82
C6	\$ 1,262.25	\$ 1,337.99	\$ 1,398.19	\$ 1,461.11	\$ 1,512.25
C5	\$ 1,292.34	\$ 1,369.88	\$ 1,431.53	\$ 1,495.94	\$ 1,548.30
C4	\$ 1,320.90	\$ 1,400.15	\$ 1,463.16	\$ 1,529.00	\$ 1,582.52
C3	\$ 1,378.02	\$ 1,460.70	\$ 1,526.43	\$ 1,595.12	\$ 1,650.95
C2(a)	\$ 1,407.09	\$ 1,491.52	\$ 1,558.63	\$ 1,628.77	\$ 1,685.78
C2(b)	\$ 1,458.60	\$ 1,546.12	\$ 1,615.69	\$ 1,688.40	\$ 1,747.49
under 17 years of age 55% of C12	\$ 584.84	\$ 619.93	\$ 647.83	\$ 676.98	\$ 700.68
17 and under 18 years of age 65% of C12	\$ 691.18	\$ 732.65	\$ 765.62	\$ 800.07	\$ 828.07
18 and under 19 years of age 75% of C12	\$ 797.51	\$ 845.36	\$ 883.40	\$ 923.16	\$ 955.47
19 and under 20 years of age 85% of C12	\$ 903.85	\$ 958.08	\$ 1,001.19	\$ 1,046.25	\$ 1,082.86
20 years of age and over 100% of C12	\$ 1,063.35	\$ 1,127.15	\$ 1,177.87	\$ 1,230.88	\$ 1,273.96
Yr 1 40% of C10	\$ 450.02	\$ 477.03	\$ 498.49	\$ 520.92	\$ 539.16

Yr 2 55% of C10	\$ 618.78	\$ 655.91	\$ 685.43	\$ 716.27	\$ 741.34
Yr 3 75% of C10	\$ 843.80	\$ 894.42	\$ 934.67	\$ 976.73	\$ 1,010.92
Yr 4 90% of C10	\$ 1,012.55	\$ 1,073.31	\$ 1,121.61	\$ 1,172.08	\$ 1,213.10
Yr 1 47.4% of C10	\$ 533.28	\$ 565.28	\$ 590.71	\$ 617.29	\$ 638.90
Yr 2 55% of C10	\$ 618.78	\$ 655.91	\$ 685.43	\$ 716.27	\$ 741.34
Yr 3 75% of C10	\$ 843.80	\$ 894.42	\$ 934.67	\$ 976.73	\$ 1,010.92
Yr 4 90% of C10	\$ 1,012.55	\$ 1,073.31	\$ 1,121.61	\$ 1,172.08	\$ 1,213.10
Yr 1 50.7% of C10	\$ 570.41	\$ 604.63	\$ 631.84	\$ 660.27	\$ 683.38
Yr 2 58.8% of C10	\$ 661.54	\$ 701.23	\$ 732.78	\$ 765.76	\$ 792.56
Yr 3 75% of C10	\$ 843.80	\$ 894.42	\$ 934.67	\$ 976.73	\$ 1,010.92
Yr 4 90% of C10	\$ 1,012.55	\$ 1,073.31	\$ 1,121.61	\$ 1,172.08	\$ 1,213.10
Yr 1 75% of C10	\$ 843.80	\$ 894.42	\$ 934.67	\$ 976.73	\$ 1,010.92
Yr 2 80% of C10	\$ 900.05	\$ 954.05	\$ 996.98	\$ 1,041.85	\$ 1,078.31
Yr 3 84% of C10	\$ 945.05	\$ 1,001.75	\$ 1,046.83	\$ 1,093.94	\$ 1,132.23
Yr 4 90% of C10	\$ 1,012.55	\$ 1,073.31	\$ 1,121.61	\$ 1,172.08	\$ 1,213.10

SIGNATORIES

Longreach Regional Council

Signed for and on behalf of the Longreach Regional Council by Brett Walsh
the Chief Executive Officer Signature

Brett Walsh
[Name]

In the presence of

Ingrid Melissa Miller
Signature

Ingrid Melissa Miller
[Name]

Dated this 1st Day of August 2023

Australian Workers' Union of Employees, Queensland

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

Stacey Schinnerl
Signature

Stacey Schinnerl
[Name]

In the presence of

Breanna Beattie
Signature

Breanna Beattie
[Name]

Dated this 25th Day of July 2023

Electrical Trades Union

Signed for and on behalf of the Electrical Trades Union

Signature

[Name]

In the presence of

Signature

[Name]

Dated this ____ Day of _____

The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland

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

Kane Lowth _____
Signature

Kane Lowth _____
[Name]

In the presence of

Emma Eaves _____
Signature

Emma Eaves _____
[Name]

Dated this 25th Day of July 2023

Queensland Services, Industrial Union of Employees

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

Neil Henderson _____
Signature

Neil Henderson _____
[Name]

In the presence of

John Donaghy _____
Signature

John Donaghy _____
[Name]

Dated this 26th Day of July 2023.

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

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

Rohan Webb

Signature

Rohan Webb

[Name]

In the presence of

Ashleigh Wood

Signature

Ashleigh Wood

[Name]

Dated this 25th Day of July 2023.

**The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch,
Union of Employees (APESMA)**

Signed for and on behalf of the Association of
Professional Engineers, Scientists and Managers,
Australia, Queensland Branch, Union of Employees
(APESMA)

Sean Kelly

Signature

Sean Kelly

[Name]

In the presence of

Jessica Hensman

Signature

Jessica Hensman

[Name]

Dated this 7th Day of August 2023.