

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 - s 193 - certification of an agreement*

Winton Shire Council

AND

The Australian Workers' Union of Employees, Queensland

Queensland Services, Industrial Union of Employees

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

*(Matter No. CB/2023/141)*

**WINTON SHIRE COUNCIL CERTIFIED AGREEMENT 2023**

**Certificate of Approval**

On 21 December 2023, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016* (Qld):

**Name of Agreement:** **WINTON SHIRE COUNCIL CERTIFIED AGREEMENT 2023**

**Parties to the Agreement:**

- Winton Shire Council
- The Australian Workers' Union of Employees, Queensland
- Queensland Services, Industrial Union of Employees
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland

**Operative Date:** 21 December 2023

**Nominal Expiry Date:** 21 December 2026

**Previous Agreement:** Winton Shire Council Certified Agreement 2019

**Termination Date of  
Previous Agreement:** 21 December 2023

By the Commission

J.M. POWER  
Industrial Commissioner

21 December 2023

**WINTON SHIRE COUNCIL**

**CERTIFIED AGREEMENT 2023**

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## 1. Title

This Agreement shall be known as Winton Shire Council Certified Agreement 2023 (Agreement).

## 2. Definitions

**Award** – means The Awards set out in Clause 5.

**CEO** – means Chief Executive Officer of Winton Shire Council.

**Council** – means Winton Shire Council.

**IR Act** – means the *Industrial Relations Act 2016*.

**2009 Certified Agreement** – means *Winton Shire Council Enterprise Bargaining Certified Agreement 2009*.

**2012 Certified Agreement** - *Winton Shire Council Enterprise Bargaining Certified Agreement 2012*.

## 3. Parties Bound

3.1 The parties bound by this Agreement are Winton Shire Council and the following Unions:

- (a) Construction, Forestry, Mining & Energy, Industrial Union of Employees Queensland;
- (b) The Australian Workers' Union of Employees, Queensland; and
- (c) Queensland Services, Industrial Union of Employees.

## 4. Application

This Agreement shall apply to Council; the above-named Unions and their members, or persons eligible to be their members, employed by the Council under any of the relevant Awards set out in Clause 5. However, this Agreement will not apply to the Chief Executive Officer or any Senior Officer as defined by Clause 4.2 of Division 2 – Section 1 of *Queensland Local Government Industry (Stream A) Award – State 2017*.

## 5. Relationship to Parent Awards

5.1 This Agreement shall be read and interpreted wholly in conjunction with the terms of the Parent Award/s 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)*; and
- (d) *Training Wage Award-State 2012*.

5.2 Provided that where there is any inconsistency between this Agreement and the incorporated Parent Awards, this Agreement shall take precedence to the extent of the inconsistency. The Award/s provisions shall apply by default where the Agreement is silent or does not deal with a specific issue.

## 6. Single Bargaining Unit (SBU)

For the purpose of negotiating and implementing a certified agreement a SBU comprising of the delegates and officials of the Unions representing employees of Council on behalf of all unions and authorised representatives appointed by Council is formed. This SBU may, if all parties agree, act as the Joint Consultative Committee during the term of the Agreement.

## **7. Period of operation**

This Agreement shall operate, in accordance with its terms from the date of certification by the Queensland Industrial Relations Commission and shall continue to operate for a period of three (3) years.

## **8. Objectives of Agreement**

8.1 This Agreement facilitates a workplace that is responsive to a changing environment. Management and employees can then anticipate and react to pressures from the community, business and government sectors. It will assist Council and its employees to maximise efficiency and effectiveness by:

- (a) Providing greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements.
- (b) Committing to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and the Council's customers.
- (c) Promoting a harmonious and productive work environment through ongoing cooperation and consultation.
- (d) Committing to maintaining a healthy and safe work environment.
- (e) Focusing on competitiveness to ensure the Council maintains a viable, effective and secure workforce.
- (f) Promoting job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes in order that employees can achieve these objectives.

8.2 The parties will be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.

## **9. Renegotiation**

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

## **10. No Extra Claims**

10.1 This Agreement finalises all claims and matters discussed between the parties. The parties to this Agreement agree that no extra claims will be made for further increases in wage or salary rates, allowances or other conditions during the life of this Agreement.

10.2 This clause does not prevent any party to the Relevant Awards from seeking any amendment to that award/s during the life of this agreement.

## **11. Consultation – introduction of changes**

11.1 Council's duty to notify

- (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 shall notify the Employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the Council'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.
- (c) Where the Agreement makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b), an alteration shall be deemed not to have significant effect.

## 11.2 Council's duty to consult over change

- (a) Council shall consult the Employees affected and, where relevant, their 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, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable prior to making the decision referred to in clause 11.2(a).
- (c) 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.
- (d) Notwithstanding the provision of clause 11.2(c), Council shall not be required to disclose confidential information, the disclosure of which would be adverse to the Council's interests.

## 12. Grievance / dispute resolution

### 12.1 Prevention and settlement of disputes – Award and Agreement matters

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the Awards and/or this Agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (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 while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) In the event of any disagreement between the parties as to the interpretation or implementation of the Awards and/or this Agreement, a preliminary discussion is to occur between the Employee and their supervisor (e.g. Team Leader or Coordinator) (ordinarily within 24 hours). If the matter is not able to be resolved the following dispute procedures shall apply:
  - Step 1: The matter is to be discussed by the Employee/s concerned, where appropriate their union representative, and a management representative (e.g. Manager). The Manager Human Resources may also facilitate the discussions and provide guidance to seek early resolution of the matter where possible. This step should not extend beyond 7 days.
  - Step 2: If the matter is not resolved in Step 1 of this clause (12.1(c)), it shall be referred by the Employee/s concerned or where appropriate their union representative, to the next level management representative (e.g. Director) who shall arrange a conference of the relevant parties to discuss the matter. The CEO may also provide guidance to seek resolution of the matter. This step should not extend beyond 14 days.
  - Step 3: If the matter is not resolved then it may be referred by either party to the Commission.
- (d) Nothing contained in this procedure shall prevent unions or Council's CEO (or delegate) from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

### 12.2 Prevention and settlement of Employee grievances and disputes – other than award or agreement matters

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.



- (b) The following procedure applies to all industrial matters within the meaning of the *Industrial Relations Act 2016*:
- Stage 1: In the first instance, the Employee shall inform such Employee's supervisor (e.g. Team Leader or Coordinator) of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an Employee may exercise the right to consult such Employee's union representative during the course of Stage 1. This step will ordinarily occur within 24 hours and should not extend beyond 7 days.
- Stage 2: If the grievance remains unresolved, the Employee shall refer the grievance to the next in line management (e.g. Manager). The Manager will consult with the relevant parties including Manager Human Resources. The Employee may exercise the right to consult or be represented by such Employee's representative during the course of Stage 2. This step should not extend beyond 7 days.
- Stage 3: If the grievance is still unresolved, the Manager will advise their Director and the CEO and the aggrieved Employee may submit the matter in writing to the Director/CEO 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 step should not extend beyond 14 days unless the parties agree, or a longer time is needed due to external reasons (e.g. availability of an investigator).
- Step 4: If the grievance or dispute is not settled the matter may be referred to the Commission by the Employee or the union.
- (c) The Council shall ensure that:
- (i) the aggrieved Employee or such Employee's union representative has the opportunity to present all aspects of the grievance; and
- (ii) the grievance shall be investigated in a thorough, fair and impartial manner. 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.
- (iii) 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.
- (iv) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue.
- (d) The status quo existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (e) Where the grievance involves allegations of sexual harassment an Employee should commence the procedure at Stage 3.

### **13. Wage increases**

13.1 Employees covered by this Agreement will receive the following wage increases:

- (a) 5.50% increase effective from the 1<sup>st</sup> pay period after the establishment of a "yes" vote for this Agreement;
- (b) 4.00% effective from the 1<sup>st</sup> pay period after the 1<sup>st</sup> anniversary of certification; and
- (c) 3.50 % effective from the 1<sup>st</sup> pay period after the 2<sup>nd</sup> anniversary of certification.

- 13.2 Should a new Certified Agreement not be certified prior to the expiry of this Agreement, a wage increase of 3.00% shall apply from the 1<sup>st</sup> pay period after the 3<sup>rd</sup> anniversary of certification.
- 13.3 Employees shall be paid their wages as described in Appendix 1 to this Agreement.

## **14. Allowances**

### **General**

- 14.1 Allowances to all Employees covered by this Agreement must be paid as stipulated under the terms of this Agreement, unless otherwise specified. Allowances paid under this Agreement (except for Locality Allowance) shall be effective from the 1<sup>st</sup> pay period after the establishment of a “yes” vote for this Agreement. All Allowances (except for Locality Allowance and Camp Allowance) shall be increased by the same percentage increases stipulated in clauses 13.1(b), 13.1(c) and 13.2 of this Agreement . A summary of all applicable allowances is found in Appendix 2 to this Agreement.
- 14.2 The Parties agree that allowances are paid when Employees are tasked to perform a ‘specific’ duty for which an allowance is payable. Such payments do not factor in the pay determination of leave calculations. These are referred to as “manual allowances”.
- 14.3 Leading Hand Allowance and CWA Allowance, unlike manual allowances, are incorporated in the base pay rate. They are referred to as “automatic allowances” and do not factor in the pay determination of leave calculations.
- 14.4 Save for Tool Allowance, Supervisors covered by Stream A Award who supervise employees covered by Stream B and C Awards, shall be entitled to claim the same allowances claimable by the Employees they supervise whilst so engaged in the same work.

### **14.5 Leading Hand/Ganger Allowance**

Any employee required to act in the role of leading hand will be paid a leading hand/ganger allowance of \$10.77 per day (\$53.85 per week) in accordance with the criteria set out in Stream B Award.

### **14.5 Construction, reconstruction, alteration, prepare and or maintenance work (CWA)**

- (a) Employees undertaking construction, reconstruction, alteration, repair and/or maintenance work (as defined in clause 13.2(c) Division 2 – Section 5 of Stream B Award) shall be paid an allowance of \$35.65 per week.
- (b) The payment of the CWA Allowance under this provision does not exclude an employee’s entitlement to claim Live Sewer Allowance under clause 14.19 of this Agreement.

### **14.6 Camp Allowance**

- (a) Employees who are instructed and accept to stay at camp accommodation, shall be entitled to the following camp allowance:
- (i) \$60.00 per day to be effective from the 1<sup>st</sup> pay period following the establishment of a “yes” vote for this Agreement.
- (ii) \$65.00 per day to be effective from the 1<sup>st</sup> pay period following the 1<sup>st</sup> anniversary of certification of this Agreement.
- (iii) \$70.00 per day to be effective from the 1<sup>st</sup> pay period following the 2<sup>nd</sup> anniversary of certification of this Agreement.

### **14.7 Crane Allowance**

- (a) A crane allowance of \$3.69 per day shall be paid to Employees required to operate a crane as part of their duties whilst so engaged in such work and in accordance with the criteria set out in Stream B Award.

- (b) This allowance is payable to Employees in control of the following equipment when using the crane applications attached to the equipment:
  - (i) Loaders;
  - (ii) Hi-ab attachments to body trucks or approved vehicles; and
  - (iii) Gantry crane in the workshop.

#### **14.8 Final Trim Allowance**

- (a) A final trim allowance of \$32.30 per day shall be paid to employees who have been assessed, by the Director of Works, or his nominee, as having the skills to perform final trim duties. This allowance shall be paid only when performing final trim grader operation duties.
- (b) Employees who were certified as final trim grader operators in the 2009 Certified Agreement, will be paid \$145.10 each week, to be increased by the same % wage increase under clause 13.1 of this Agreement.

#### **14.9 Funeral Allowances**

- (a) For the duration of this Agreement, employees performing undertaking duties will receive the following allowances, whilst so engaged in such duties:
  - (i) Undertaking allowance \$32.30 per week
  - (ii) Assistant undertaking allowance \$21.54 per week
  - (iii) Body allowance \$107.68 per body collection and preparation
  - (iv) Funeral Director \$129.22 per funeral weekdays
  - (v) Assistant Funeral Director \$107.68 per funeral weekdays
  - (vi) Funeral Director \$161.52 per funeral weekends
  - (vii) Assistant Funeral Director \$113.06 per funeral weekends

#### **14.10 Meal Allowance**

Where an Employee is required to work overtime for more than two (2) hours in excess of their rostered ceasing time, and every four (4) hours thereafter, the Employee shall be paid a meal allowance \$26.92 per engagement.

#### **14.11 Hall Caretaker Allowance**

Where the Hall Caretaker is not provided with living quarters, they shall be paid an allowance of \$8.85 per week, in accordance with the criteria set in Stream B Award.

#### **14.12 Toilet Cleaning Allowance**

Employees shall be paid a toilet cleaning allowance of \$10.00 per day while required to clean toilets in the course of performing their normal duties. This allowance is paid in lieu of any other toilet cleaning allowance/s provided for under the relevant Award/s.

#### **14.13 Tool Allowance**

- (a) Employees Covered by Division 2 – Section 5 (Operational Services) of Stream B Award, who are required to supply their own tools, for a specific task and specific duration, shall be paid \$13.46 per day.
- (b) Employees covered by Division 2 – Section 2 (Engineering and Electrical Services) of Stream C Award, who are required to supply their own tools, for a specific task and specific duration, shall be paid \$23.55 per week.

- (c) This allowance shall not be paid whilst the employees are absent on any type of leave for a period of one week or more.

#### **14.14 Work Elevated Platform Allowance**

Employees who are engaged in high risk activity due to working on heights, shall be entitled to Work Elevated Platform allowance of \$32.30 per day whilst so engaged.

#### **14.15 Vehicle Mileage Allowance**

With the prior approval of their supervisor, Employees required to travel between worksites using their own private vehicle/s, shall be entitled to claim a mileage allowance for the distance travelled. The quantum of the mileage allowance is determined by the Taxation Office Determination annually.

#### **14.16 Rubbish Collection Allowance**

An Employee required to be engaged in the collection of rubbish in accordance with the criteria set in clause 13.18, Division 2, Section 5 (Operational Services) of Stream B Award (as amended or replaced from time to time) will be paid \$3.77 per hour.

#### **14.17 On Call Allowance and Call Out**

- (a) An Employee who is required to be on-call or on “stand-by” shall be entitled to be paid the relevant on call allowance as stipulated by the applicable Award.
- (b) An Employee who is on-call and being paid the on-call allowance shall be entitled to the minimum payment as per the applicable Award except as specified below (at the relevant overtime rates). The minimum payment shall only apply to the first call out. Any subsequent call outs will be paid for at time worked.
- (c) If an Employee does not leave home to attend to the situation e.g. handled by phone or on the laptop, they will be paid a minimum of one (1) hour at ordinary time. The hourly rate payable will otherwise be in accordance with that prescribed in the relevant Award for actual time worked.
- (d) An Employee directed to remain on call must be able to be contacted and be able to respond within a reasonable timeframe.

#### **14.18 Higher Duties**

- (a) In acknowledgement that Council expects some Employees to undertake higher duties to assist with Council’s operations, every Employee who performs higher duties will be paid at the higher rate for the actual hours worked. If an employee was to work more than four (4) hours at a higher level, then they shall be paid for the whole shift at the higher rate.
- (b) This clause shall not allow for the provision of Higher Duties where an employee is required to perform duties of a higher classified position for the purpose of training the Employee in an area other than their normal role and when the incumbent of the said higher classified position is present and accountable at the workplace.

#### **14.19 Live Sewer Allowance**

- (a) Employees covered by Stream B and C Awards, and their supervisors who are covered by Stream A Award, shall be entitled to be paid Live Sewer Work Allowance as stipulated under the terms of Clause 13.12 of Stream B Award – Division 2 – Section 5 (Operational Services).
- (b) Employees covered by this Agreement, shall not be entitled to claim the Work Under Unpleasant

Condition Allowance which is provided for under Stream C Award.

**14.20 First Aid Allowance**

- (a) An Employee who is appointed and designated to perform the role of a first aid officer/first aid responder shall receive an allowance of \$5.00 per day:
- (b) Where an audit (either internal or external) has identified that the Employee has failed to perform one or more of their responsibilities or duties as a first aid officer/first aid responder, as determined from time to time by the CEO, the allowance will be discontinued.

**14.21 Safety Rep Allowance**

An allowance of \$5.00 per day will be paid to elected Workplace Safety Representatives, in consideration of the additional responsibility and skills attached to the position.

**14.22 Locality Allowance**

- (a) Employees covered by Division 2 – Section 1 of Stream A Award shall continue to be paid the Locality Allowance of \$143.50 per fortnight.
- (b) Subject to clause 14.22(c), Council will extend the locality allowance to employees covered by Division 2 – Section 2 of Stream A Award, Stream B and Stream C Award who are covered by this Agreement in accordance with the terms of this clause. Employees paid the locality allowance shall no longer be entitled to the claim the Divisional and District Allowance payable under the relevant award.
- (c) The locality allowance payable to Employees described under clause 14.22(b) shall be staggered over the term of this three (3) year Agreement as follows:

<b>Fortnightly allowance Full Rate</b>	<b>Fortnightly allowance Half Rate</b>	<b>Timing of payment</b>
\$47.83	\$23.91	The 1 <sup>st</sup> pay period following certification of the Agreement
\$95.66	\$47.83	The 1 <sup>st</sup> pay period following the 1 <sup>st</sup> anniversary of certification of the Agreement
\$143.50	\$71.75	The 1 <sup>st</sup> pay period following the 2 <sup>nd</sup> anniversary of certification of the Agreement

- (d) The full rate of the locality allowance shall be paid to an Employee who satisfies the CEO that they have a dependent spouse, dependent de facto spouse or dependent child.
- (e) Half rate of the locality allowance shall be paid to an Employee who does not have a dependent spouse, dependent de facto spouse or dependent child. An Employee who lives with a spouse or de facto spouse who is also eligible to receive the locality allowance under this clause 14.22, shall also be entitled to half rate of the locality allowance, irrespective of whether the Employee has a dependent.

**15. Miscellaneous Conditions**

**15.1 Employment Security/Use of Contractors**

- (a) The parties recognise that Council wishes to preserve as many of the positions that currently exist within Council. Council will take steps to ensure that the Council has the benefit of a stable and committed workforce.

- (b) Such steps shall include measures to increase the security of Employee’s employment, however, the parties recognise that the Council will require the use of contractors to carry out council work.
  - (i) Council’s permanent full-time employees will always be given first preference to higher duties positions over contractors, operations permitting.
  - (ii) Council will use contractors where the work volume is beyond the capacity of Council resources or existing employees.
  - (iii) Contractors will also be used where the type of work or specialisation required is beyond the capacity of Council resources or existing employees.
  - (iv) Council reserves the right to use contractors for any role where the use of contractors does not impact negatively on the permanent employees’ establishment as at the commencement of this agreement.
  - (v) Subject to these provisions, contractors and/or their employees will not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed.
- (c) The use of contractors/labour hire personnel will be managed in a manner that ensures the best business needs are met without eroding the job security of existing permanent employees.
- (d) 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.

**16. Leave Entitlements**

**16.1 Annual Leave**

- (a) All Annual Leave entitlements shall be in accordance with the Annual Leave provisions of the applicable Award subject to the following conditions:
  - (i) All Employees (other than a casual) shall, at the end of each year of employment, be entitled to annual leave of five (5) weeks or pro-rata if part-time in accordance with the full provisions of the applicable Award/s.
  - (ii) Subject to operational requirements and prior approval of the Employee’s Supervisor and/or the CEO, every Employee shall be permitted to take Annual Leave at any time during the year by arrangement.
  - (iii) Subject to clauses 16.1, Employees may accumulate a maximum of ten (10) weeks Annual Leave in their balance.
  - (iv) If an Employee has accumulated more than ten (10) weeks of Annual Leave as at the time of certification of this Agreement, the Employee must discuss with the CEO (or the person as delegated by the CEO) ways to reduce their accumulated annual leave to ten (10) weeks in accordance with the below timeframes:

<b>Number of weeks of Annual leave accrued in an Employee’s balance</b>	<b>Timeframe to reduce the annual leave accrual to ten (10) weeks</b>
More than ten (10) weeks but less than 20 weeks	12 months
More than 20 weeks but less than 30 weeks	24 months

- (v) Notwithstanding clause 16.1(a)(iv), with the CEO’s prior approval and due to exceptional circumstances, the timeframes stipulated in clause 16.1(a)(iv) may be varied by mutual agreement.
- (b) Employees may request to cash out their annual leave in accordance with the provisions of the IR Act as amended/varied from time to time but must maintain a balance of five (5) weeks.

## 16.2 Sick Leave

- (a) Full-Time Employees covered by Division 2 – Section 1 of Stream A Award, shall accrue 12 days of sick leave in the first 12 months of continuous service with the Council and 15 days of sick leave per annum for each subsequent year. Part-Time Employees shall accrue Sick Leave on a pro-rata basis.
- (b) Employees covered by Division 2 – Section 2 of Stream A Award, Stream B and Stream C Awards who were employed by Council prior to the certification of this Agreement but have not completed 12 months service, and Employees who commence employment on or after the certification of this Agreement, shall accrue Up 12 days of sick leave in the first 12 months of continuous service with the Council.
- (c) Employees covered by Division 2 – Section 2 of Stream A Award, Stream B and Stream C Awards, who were employed by Council prior to the certification of this Agreement, and who have completed 12 months of service, shall accrue sick leave as follows:
  - (i) Up to 13 days of sick leave per annum from the 1<sup>st</sup> pay period following certification of this Agreement.
  - (ii) Up to 14 days of sick leave per annum from the 1<sup>st</sup> pay period following the 1<sup>st</sup> anniversary of certification of this Agreement.
  - (iii) Up to 15 days of sick leave per annum from the 1<sup>st</sup> pay period following the 2<sup>nd</sup> anniversary of certification of this Agreement.
- (d) Sick leave accrued under this clause accumulates from year to year, however, it cannot be paid out.
- (e) An Employee who is absent from work due to illness or injury must provide prompt notification to the immediate supervisor. When taking sick or carer's leave, the Employee must notify their Supervisor/Manager of their absence within thirty (30) minutes of the start of the shift from which they will be absent. The method of contact may be by telephone call, text message and/or email.
- (f) Payment for any absence on Sick Leave that exceeds two (2) consecutive days shall be contingent upon production by the Employee concerned of either a certificate from a duly qualified medical practitioner/healthcare provider or other evidence of illness satisfactory to the employer, this may include a statutory declaration.
- (g) All Employees may use Sick Leave to care for a member of their immediate family or household.
- (h) Where Sick Leave is excessive and establishes a pattern, the relevant manager/CEO may request a medical certificate on every occasion of absence on Sick Leave.
- (i) The requirement for medical evidence under clause 16.2(g) shall cease after six (6) months unless the Sick Leave remains to be excessive and/or continues to form a pattern.

## 16.3 Bereavement Leave

- (a) Employees will be granted up to a maximum of five (5) days bereavement leave on full pay on each occasion where an immediate family member is deceased.
- (b) Immediate family is a Wife, Husband, De-Facto, Father, Mother, Grandfather, Grandmother, Brother Sister, Child, Grandchild, Sister-In-Law, Brother-In-Law, Step-Child, Mother-In-Law, Father-In-Law, Spouse's Grand-Parents, Step-Parents, Half- Brother, Half –Sister, Step-Brother or Step-Sister, Aunties and Uncles.
- (c) The taking of Bereavement Leave shall be subject to the production of evidence of death satisfactory to the employer or the completion of a statutory declaration under the provision of the Oaths Act, if so, requested by the employer.

#### **16.4 Long Service Leave**

- (a) Employees covered by this Agreement shall be eligible for Long Service Leave after 10 years' service with Long Service Leave accrual being at the rate of 1.3 weeks per year and a proportionate amount for an incomplete year of service.
- (b) Employees who have more than seven (7) but less than ten (10) years continuous service shall be eligible to access pro-rata long service leave and be paid a proportionate payment of the long service upon termination of employment.
- (c) The payment stipulated in clause 16.4(b) does not apply where the termination of employment was because of the Employee's conduct, capacity or performance.
- (d) Portability of long service leave entitlements is provided for in Chapter 8, Part 3, Division 2 of the *Local Government Regulation 2012*.
- (e) Eligible Employees shall be able to take a minimum of one day's long service leave at a time.
- (f) An Employee may make a request to the CEO to be paid for all or part of their entitlement to long service leave instead of taking the leave on entering into a written agreement with Council to do so. A request made in accordance with this provision must be made in writing and provide reasons for the request, such as compassionate grounds or hardship.
- (g) An Employee may only request payment of all or part of their entitlement to long service leave instead of taking the leave on two (2) occasions per calendar year.

#### **16.5 Emergency Services**

- (a) Where an employee, who is a member of an emergency service agency, is required to be absent from work to assist or undertake emergency work or associated training, the Employee shall be allowed leave with pay equivalent to the ordinary time pay for the period agreed to by Chief Executive Officer.
- (b) Leave taken in accordance with clause 16.5(a), shall not place any responsibility on Council as to the conduct of or work undertaken by an employee on such leave. Council has no responsibility for any expenses incurred during the employee's absence to conduct emergency work. The period of leave must be approved by the Chief Executive Officer and such leave will be recognised for the accrual of entitlements.

#### **16.6 Domestic and Family Violence Leave**

- (a) 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. For clarity, Employees who are the perpetrators of the domestic and family violence are not entitled to access any leave under this clause.
- (b) Domestic and family violence leave given under clause 16.6(a) of this Agreement is non-cumulative and is non-transferable and may be taken in units of one (1) hour.
- (c) 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.
- (d) An Employee seeking to access family and domestic violence leave and clause 16.6 of this Agreement, must notify their supervisor, the CEO or the CEO's delegate 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.



- (e) For the purpose of clause 16.6, 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.
- (f) 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.
- (g) 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.
- (h) Council will develop and implement workplace safety planning strategies to ensure the protection of all Employees.

### **16.7 Time Off in Lieu (TOIL)**

- (a) Upon approval by the CEO or the CEO's Delegate, Employees requested to work overtime may elect to have that time acquitted as Time Off In Lieu (TOIL) instead of payment for overtime. TOIL shall be accrued and taken on a time for time basis.
- (b) Upon an Employee's request, Council shall make available to the Employee, the Employee's salary and attendance records clearly specifying whether overtime is paid at the overtime penalty rate, or whether the Employee will be granted TOIL.
- (c) The taking and payment of approved TOIL shall be subject to the following:
  - (i) An Employee may bank up to an equivalent of five (5) days in any six (6) calendar months period. An Employee who selects not to utilise their banked TOIL, within six (6) calendar months of working such TOIL, will have their TOIL balance for that six (6) calendar month period paid out at a single time rate (100%) at the next pay period.
  - (ii) An Employee who is unable to utilise their banked TOIL within six (6) 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 TOIL at the next pay period Employee. Where the Employee had approved TOIL but was unable to access it due to Council request for operational needs, the Employee may elect to have that TOIL paid out at the applicable overtime rate or have the accrued TOIL "roll over" onto the next six (6) calendar months period for accessing.
- (d) Council may direct an Employee to utilise their banked TOIL upon giving fourteen (14) days written notice.
- (e) Subject to clause 16.7(a) and (b), TOIL balances will be reviewed bi-annually and any banked TOIL balances in will be paid out at the applicable rate in July and January of each year.

### **16.8 Annual Closedown**

Except for essential services, it is the intention of Council to have an annual close down for all Council operations over the Christmas/New Year period. Employees will be required to take Annual Leave, Long Service Leave, TOIL, accrued RDOs or unpaid leave over this period.

### **17. Types of Employment**

Employees may be engaged on a full-time, part time, casual or fixed term/maximum term basis.

## **17.1 Part Time Employment**

- (a) By mutual agreement a part time Employee and Council may agree in writing for the employee to work additional ordinary hours above their regular hours, up to and including full time equivalent hours applicable to the award the employee is covered by. Hours worked within the span of the ordinary hours are to be paid at the ordinary rate of pay.
- (b) Any additional ordinary worked in excess of the full-time equivalent hours applicable under the relevant Award, or outside the spread of ordinary hours are to be paid for at the applicable overtime rate.
- (c) Any additional hours worked in accordance with clause 17.1(a) must be taken into account in the pro rata calculation of all leave and other entitlements.

## **17.2 Conversion of Casual Employees**

- (a) A casual employee shall, at the completion of six (6) months' service, have a right to request to have their employment converted to full-time or part-time employment if it could be reasonably expected that their employment is to continue on the basis of operational needs.
- (b) Where the CEO approved an application under clause 17.2(a), a casual Employee who requested to convert to full-time or part-time Employment, shall be employed on a part-time or full-time capacity in accordance with the pattern of ordinary hours worked by the Employee in the preceding six (6) months period or as otherwise mutually agreed in writing.

## **18. Hours of Work**

### **18.1 Hours of Work – Employees covered by Stream A Award**

- (a) Subject to clauses 18.1(b) – (c), Employees covered by Division 2 – Section 1 of Stream A Award, shall work 7.25 ordinary hours per day, or 36.25 hours per week, or 72.5 hours per fortnight, between 6:00 am to 6:00 pm, Monday to Friday.
- (b) Supervisors covered by Stream A Award who supervise Employees who work 38 hours per week, shall work and be paid for 7.6 hours per day, or 38 hours per week, or 76 hours per fortnight. Ordinary hours shall be worked between 5:00 am to 7:00 pm, Monday to Friday. For the purpose of calculating the ordinary hourly rate, the divisor used shall be 36.25.
- (c) Employees covered by Division 2 – Section 1 of Stream A Award who are required to work in the Library shall work 7.25 ordinary hours per day, or 36.25 hours per week, or 72.5 hours per fortnight, between 6:00 am to 6:00 pm, Monday to Saturday.
- (d) Employees covered by Division 2 – Section 2 of Stream A Award and are employed at the Child Care Centre, shall work 7.6 ordinary hours per day, or 38 hours per week, or 76 hours per fortnight, between 6:00 am to 6:00 pm, Monday to Friday.

### **18.2 Hours of Work - Stream B – Division 2 – Section 1 (Operational Services) and Stream C Award Employees (Building Trades and Engineering/Electrical)**

- (a) Subject to clause 18.2(b), Employees shall work 7.6 hours per day, or 38 hours per week, or 76 hours per fortnight, between 5:00 am and 7:00 pm, Monday to Friday.
- (b) Employees often work in the sun through the hottest part of the day. As an alternative, these employees may work outside the span of hours from 5:00 am to 7:00 pm without payment of overtime, provided that the ordinary number of working hours determined in any one day is not exceeded and work is performed only during daylight hours.

**18.3 Hours of Work – Employees covered by Stream B Award – Division 2 – Section 1 – Aged Care and Community Care Programs**

- (a) Employees shall work 7.6 ordinary hours per day, or 38 hours per week, or 76 hours per fortnight, between 5:00 am to 7:00 pm, Monday to Sunday.
- (b) Ordinary hours of work performed on a Saturday or a Sunday shall be paid at the rate of time and one-half (i.e. 150%).
- (c) Work performed outside of the span of ordinary hours stipulated in clauses 18.3(a) and (b), or in excess of an average of 38 hours per week, shall be considered overtime and be paid in accordance with the applicable overtime provisions in Stream B Award.
- (d) Should Council obtain an additional function/area of responsibility and it identifies on a reasonable objective basis, that an ordinary roster on a Saturday or Sunday is required, following consultation with the relevant Employee organisation/union, the days on which ordinary hours can be worked will be Sunday to Saturday.

**18.4 Hours of Work – Employees covered by Stream B Award Division 2 – Section 4 - Hospitality services**

- (a) The days on which ordinary hours can be worked for Employees working in the Waltzing Matilda Centre and/or other hospitality function/s operated by Council are Sunday to Saturday.
- (b) Employees shall work 7.6 ordinary hours per day, or 38 hours per week, or 76 hours per fortnight, between 00:00 (midnight) and 24:00 (midnight), Monday to Sunday, with a minimum payment of four (4) hours and a maximum of 10 hours per engagement.
- (c) Ordinary hours of work performed between 22:00 to 24:00 (midnight) Monday to Friday, inclusive, shall attract an additional \$2.27 per hour for any hour or part thereof worked within those hours, with a minimum payment of \$3.32.
- (d) Ordinary hours of work performed between 00:00 (midnight) and 06:00 Monday to Friday, inclusive, shall attract an additional \$3.32 per hour for any hour or part thereof worked within those hours.
- (e) Ordinary hours of work performed between 00:00 (midnight) and 24:00 (midnight) on a Saturday, shall be paid at the rate of time and one half (i.e. 150%);
- (f) Ordinary work performed between 00:00 (midnight) and 24:00 (midnight) on a Sunday shall be paid at the rate of time and one half (i.e. 150%).
- (g) Work performed on a public holiday shall be paid in accordance with the applicable provisions in Division 2 – Section 4 of Stream B Award.

**18.5 Hours of Work – Employees covered by Stream B Award Division 2 – Section 7 – Tourism**

- (a) The days on which ordinary hours can be worked for Employees working in the Waltzing Matilda Centre and/or other tourism function/s that may be operated by Council are Monday to Sunday.
- (b) Employees shall work 7.6 ordinary hours per day, or 38 hours per week, or 76 hours per fortnight, between 00:00 (midnight) and 24:00 (midnight), Monday to Sunday.
- (c) Ordinary hours of work performed between 22:00 to 06:00 Monday to Friday, inclusive, shall attract an ordinary time loading of 15%.

- (d) Ordinary hours of work performed between 00:00 (midnight) on Friday and 24:00 (midnight) on Sunday, shall be paid at the rate of time and one half (i.e. 150%);
- (e) Work performed on a public holiday shall be paid in accordance with the applicable provisions in Division 2 – Section 7 of Stream B Award.

## **18.6 Travelling Time**

- (a) Where Employees are required to work outside the Winton town precinct, the Employees shall commence their travel and leave the boundaries of the precinct by no later than 7:30 am. When returning from their work locations, Employees shall not return from their jobs and arrive within the boundaries of the Winton town precinct prior to 4.00 pm.
- (b) Notwithstanding clause 18.6(a), a supervisor may authorise an Employee to leave the Winton town precinct after 7.30 am and return before 4:00 pm.

## **18.7 Overtime**

Where work is performed outside of the span of ordinary hours or in excess of the hours of work stipulated in clauses 18.1 – 18.5 in this Agreement, Employees shall be entitled to be paid at the applicable overtime rates as set in the relevant Award/s.

## **19. Rostered Days Off – 9 Day Fortnight**

### **19.1 Employees Covered by Stream A Award (other than Supervisors of Stream B and C Award Employees)**

- (a) Full Time Employees covered by this Agreement shall work 72.5 hours per fortnight over a nine (9) day cycle as per an agreed roster to accrue a Rostered Day Off (RDO).
- (b) Employees covered by Division 2 – Section 1 of Stream A Award, shall work eight (8) X 8 hour days and one X 8.5 hour day per fortnightly cycle. All working days are exclusive of unpaid lunch breaks.
- (c) Employees covered by Division 2 – Section 2 of Stream A Award (Child Care) shall work nine (9) X 8.5 hour days per fortnightly cycle, with an additional 0.5 hour accruing towards Employees' RDO balances. All working days are exclusive of unpaid lunch breaks.
- (d) The day of the fortnightly cycle on which an Employee works the 8.5 hour day will be negotiated at the work unit level.
- (e) Subject to 19.1(f), the day of the cycle on which each Employee accesses their RDO will be negotiated at the work unit level and will be the same day each fortnight for that Employee, unless mutually agreed otherwise.
- (f) No more than one Employee at the same work unit will be permitted to access an RDO on the same day, unless with the prior approval of the relevant Director/Manager.

### **19.2 Employees covered by Stream B and C Awards, and their Supervisors covered by Stream A Award**

- (a) Subject to clause 19.2(b), Full Time Employees covered by this Agreement shall work a nine (9) day fortnight cycle with additional hours as per an agreed roster to accrue a Rostered Day Off (RDO), to be taken each fortnight on a Monday or a Friday.
- (b) Employees shall work nine (9) X 8.5 hour days per fortnightly cycle, with an additional 0.5 hour accruing towards Employees' RDO balances. All working days are exclusive of unpaid lunch breaks.

- (c) Work units must agree on a set roster to ensure that continuity of services provided by Council is not negatively affected by the accessing of the RDO.

### **19.3 RDOs – General terms**

- (a) RDOs shall not accrue whilst Employees are on any periods of leave.
- (b) Council may temporarily suspend the taking of RDOs during periods of intense activity by agreement between the CEO and Employees. RDOs that would normally be taken during a period of suspension, may be banked and taken at a time more convenient to Council operations. Banked RDOs will be payable only at ordinary time rates.
- (c) Unless otherwise approved by the CEO, Employees shall be entitled to bank a maximum of five (5) RDOs in any six (6) months period.
- (d) Subject to clause 19.3(e), RDO balances will be reviewed bi-annually and any RDO balances in excess of five (5) days will be paid out at ordinary time rates in July and January of each year.
- (e) Employees required to work on a scheduled RDO may elect to be paid for working on that day at overtime rate, or have that RDO re-allocated to a mutually agreeable day without attracting penalty rates and be paid for work performed on that day at ordinary time.

### **20. Flexibility in Meal Breaks**

The parties agree to more flexible arrangements for the purposes of taking meal breaks with meal breaks being able to be taken between the fourth and sixth hour after the ordinary starting time without attracting penalty payments.

### **21. Multi-Engagements**

- (a) An Employee may request to work additional hours, in a secondary work engagement/role to their substantive position where the following conditions exist:
  - (i) The secondary position/role is covered by a different Award, or a different section/division of the same Award, as their substantive position; and
  - (ii) The secondary work engagement/role is on a Part-Time or Casual basis; and
  - (iii) Where such secondary work arrangement exists, it must be by mutual agreement in writing.
- (b) An Employee working in a secondary work engagement/role is entitled to be paid for that portion of work under the relevant Award which applies to the secondary engagement/role duties.
- (c) Working in a secondary work engagement/role does not entitle an Employee to claim overtime for the combined hours worked between the substantive role and the secondary engagement/role. For overtime purposes, each engagement shall be treated independently.

### **22. Major Project Agreements (MPA)**

22.1 For major projects the ordinary hours of work and span of hours shall be by mutual written agreement between Council and the Employee/s considering the needs of the project and to give flexibility for the workforce.

- (a) The following process will be followed:
  - (i) Council will confer with relevant Employees to identify those Employees who are prepared to consider changing their ordinary hours of work and span of hours;

- (ii) Directly affected employees, relevant Employee organisations/unions (if applicable) and Council will consult and agree on arrangements to be implemented;
  - (iii) The arrangements need to meet the operational requirements of Council;
  - (iv) Agreement needs to be obtained from more than 60% of affected employees; and
  - (v) All parties agree to genuinely consider any reasonable agreement proposed.
- (b) Where established, MPAs will be read in conjunction with the relevant Awards and this Agreement.
- (c) The terms of an MPA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement, and be signed by Council and the relevant Employees. It must not, on balance, result in an overall reduction in the entitlements or protections the relevant Employees have under this Agreement.

### **23. Local Area Work Agreements (LAWA)**

- 23.1 The parties recognise the value and benefit in providing for a process that enables Council, workgroups or individuals to develop and implement flexible working arrangements suited to the needs of the workgroup and requisite work to be performed.
- 23.2 Where Council, relevant workgroups and individuals agree there is a need for flexible work agreements the following process will be followed:
- (a) Directly affected Employees, unions (if applicable) and Council will consult and agree on arrangements to be implemented;
  - (b) The arrangements need to meet the operational requirements of Council;
  - (c) Agreement needs to be obtained from more than 65% of affected employees; and
  - (d) The parties agree to genuinely consider any reasonable agreement proposed.
- 23.3 Where established, LAWAs will be read in conjunction with the relevant Awards and this Agreement.
- 23.4 The terms of a LAWA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement and signed by Council and the relevant Employees. It must not, on balance, result in an overall reduction in the entitlements or protections the relevant Employees have under this Agreement.

### **24. Individual flexibility agreements (IFA)**

- 24.1 To meet the needs of Council and an individual Employee, Council and the Employee may enter into an Individual Flexibility Agreement (IFA) to vary the terms of this Agreement with respect to:
- (a) Overtime rates;
  - (b) Penalty rates;
  - (c) Allowances;
  - (d) Leave loading; and
  - (e) Arrangements about when work is to be performed.
- 24.2 When entering/negotiating an IFA, the following process will be followed:

- (a) A request for an IFA must be done by the Employee, be in writing and set out the reasons for the request.
- (b) The Employee, the Employee's union (if applicable) and Council will consult and agree on arrangements to be implemented;
- (c) The arrangements need to meet the operational requirements of Council; and
- (d) Both parties agree to genuinely consider any reasonable agreement proposed.

24.3 When presented with a request for an IFA, Council shall consider the request within a reasonable timeframe, but not exceeding 21 business days.

24.4 The terms of an IFA must:

- (a) be in writing setting out the terms, including a predetermined duration of the agreement and detailed provision for termination of the agreement;
- (b) be signed by Council and the Employee;
- (c) not, on balance, result in an overall reduction in the entitlements or protections the Employee has under this Agreement; and
- (d) only be about matters required or permitted to be in this Agreement.

24.5 The IFA must state the following:

- (a) the names of Council and the Employee; and
- (b) the terms of the Agreement/Award that will be varied by the IFA and the impact of the variation; and
- (c) how the IFA will not result, on balance, in an overall reduction of the Employee's entitlements; and
- (d) the commencement date of the IFA; and
- (e) the termination date of the IFA which must not be longer than 12 months from the date of commencement.

24.6 The IFA may be terminated by any of the following methods:

- (a) by either Council or the Employee by giving written notice of not less than 28 days; or
- (b) by Council and the Employee at any time if they agree in writing to the termination; or
- (c) if no agreement on a termination date is reached, by the expiry of 12 months from the date of commencement of the IFA.

## **25. Abandonment of Employment**

25.1 An Employee who has been absent for seven (7) or more working days without Council's consent and does not establish, to the satisfaction of Council, a reasonable cause for the absence shall be deemed to have abandoned their employment.

25.2 Before an Employee's employment is terminated for abandonment, Council shall make a reasonable effort to contact the Employee. For the purpose of this clause, reasonable contact could be made via either email, post, phone or text messages.

25.3 Termination of employment for abandonment shall be effective from the date of the Employee's last attendance at work or the Employee's last day's absence with Council's consent. In the event that the unauthorised absence

immediately follows a period of approved absence (such as approved leave), termination of employment for abandonment shall be effective from the Employee's last day of approved absence.

## **26. Salary Sacrifice**

- 26.1 Council agrees to allow salary sacrificing at the discretion of Employees provided that there is no cost (other than payroll deduction costs) to Council.
- 26.2 Council takes no responsibility for the implications of salary sacrifice arrangements put in place by Employees. Employees should seek independent financial advice prior to entering into a salary sacrifice arrangement.

## **27. Transition to Retirement**

- 27.1 Subject to operational requirements, an Employee and Council may enter into a mutual agreement for the employee to work on a phased retirement arrangement.
- 27.2 Where an Employee has requested to transition to retirement, Council will work with the employee to develop a retirement plan which supports a positive transition for both parties.
- 27.3 Phased retirement arrangements will be agreed on an individual basis but may include reduced hours of employment and/or a reduction in duties/responsibilities.
- 27.4 A phased retirement arrangement will involve the Employee giving up their permanent role and being employed on phased retirement with agreed work hours, agreed role/level, agreed duties/responsibilities and an agreed retirement date. Council and the Employee will also identify agreed arrangements with respect to all accrued annual and long service leave.
- 27.5 Council will provide Employees who enter into a phased retirement agreement, with an agreed retirement date of less than six (6) months, with financial assistance to obtain financial advice from an approved financial adviser of up to \$750 to be agreed.
- 27.6 Council may give consideration to utilisation of annual leave and long service leave entitlements, in a manner which would not otherwise be available. For example, this could include taking leave at the rate of one (1) or two (2) days per week over an extended period. Approval is at the sole discretion of Council. Half pay leave arrangements will not be applied in such circumstances.

## **28. Joint Consultative Committee (JCC)**

- 28.1 In order to facilitate ongoing harmonious industrial relations, the parties to this Agreement shall maintain a JCC comprising of Employees, union officials and management nominees in accordance with the terms of reference developed and agreed to by the JCC.
- 28.2 The group will meet on an "as needs" basis but not less than two (2) times per year to consider all industrial relations matters including, but not limited to:
  - (a) workplace issues that have the potential to impact on Employees, including work units, divisions or the entire organisation, e.g. workloads;
  - (b) monitor and review implementation of this Agreement;
  - (c) current and new workplace policies;
  - (d) undertake specific responsibilities and activities in accordance with this Agreement; and
  - (e) any other matter raised by Union or management which impacts the workforce.

## **29. Provision of Union Information to New Employees**



- 29.1 Council recognises the right of individuals to join a union, however, it is also recognised that union membership remains a matter of individual choice.
- 29.2 Union representatives will be provided an opportunity to discuss the benefits of union membership with new Employees.
- 29.3 Council will continue to provide payroll deduction facilities for union fees.
- 29.4 Employees who meet the criteria for trade union leave under the relevant award will receive six (6) days leave per calendar year (non-cumulative) on ordinary pay.

**30. Redundancy**

- 30.1 Redundancy occurs where Council has made a decision that it no longer requires the job the employee has been doing and does not require the job to be done by anyone.
- 30.2 Where an employee is made redundant, the Employee shall be entitled to the following redundancy severance pay:

<b>Years of Service</b>	<b>Severance Pay</b>
>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

- 30.3 Following a full and genuine process of consultation as set out in this clause 11 of this Agreement, and where it has been identified that redundancies are unavoidable, Council shall undertake the following process:

**(a) Call for Voluntary Redundancies**

- (i) Council shall commence a process calling for expressions of interest from the group of affected Employees who wish to express an interest for a voluntary redundancy. As part of this process Council shall confirm in writing the date that any voluntary redundancy will take effect. Employees shall have seven (7) days to notify Council in writing if they wish to express an interest for a voluntary redundancy.
- (ii) Council shall provide Employees who express an interest with a redundancy payment summary outlining their redundancy to be paid, should they choose to accept a voluntary redundancy. This redundancy payment summary shall be provided by Payroll Services within five (5) business days.
- (iii) Employees shall have a further seven (7) days once they have received their redundancy payment summary to consider.
- (iv) Employees shall then confirm their acceptance or rejection of a voluntary redundancy.
- (v) Where an Employee has accepted a voluntary redundancy, the employee shall have the right to elect to finish their employment with Council at any time before the date that the voluntary redundancy is scheduled to take effect by giving Council one week’s notice.

- (vi) Any Employee who chooses to finish early shall be paid their redundancy entitlements in full.

**(b) Retraining and Redeployment**

- (i) Where there is remaining displaced employees following the voluntary redundancy process, Council shall explore options for redeployment and retraining.
- (ii) 'Reasonable Redeployment' is defined as an alternate established vacant position in the organisational structure at the employee's level and within the employee's occupational stream and skill set for which they are capable of fulfilling or for which they would be capable to fulfill with appropriate training in a reasonable timeframe.
- (iii) Employees may be offered reasonable redeployment at level to a position anywhere within Council, with preference given to placement within the employee's occupational stream and skill set.
- (iv) The position's supervisor will conduct a review with the employee three (3) months after they have commenced in the redeployed position to provide the employee with feedback about their performance and for Council and supervisor to identify any remaining gaps in skills for which training will be provided to the employee to ensure redeployment is successful.
- (v) Employees accepting a redeployment to an alternate position at level, will have six (6) months within which to confirm acceptance of the position, or elect to accept voluntary redundancy at any time during the six (6) month period by giving Council one week's notice.

**(c) Lower Level Position**

- (i) Where suitable retraining or redeployment at level is not a viable option, then the Employee may be offered a lower paid position which they are capable of fulfilling.
- (ii) Where an Employee is redeployed to a lower paid position, the appointment will be made at the highest incremental point within the classification level (if applicable), with the salary at the previous rate prior to redeployment maintained for a period of six (6) months.
- (iii) Any annual and/or long service leave entitlements accrued at the time of redeployment are to be maintained and paid when taken at the applicable pre-deployed rate.
- (iv) Employees accepting a redeployment to a lower paid position will have six (6) months within which to confirm acceptance of such position or to accept a voluntary redundancy at any time during the six (6) month period by giving Council one week's notice.

**APPENDIX 1 – WAGES AND RATES OF PAY**

**1.1 Rates of Pay of Employees covered by Stream A Award, Division 2 - Section 1 (Administrative, clerical, technical, professional, community service, supervisory and managerial services):**

<b>Classification Level</b>	<b>Weekly Base Rate of Pay as per Expired Agreement</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following a "Yes" vote (5.5% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 1<sup>st</sup> anniversary of certification (4.00% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 2<sup>nd</sup> anniversary of certification (3.5% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 3<sup>rd</sup> anniversary of certification (3.00% increase)</b>
Level 1, Year 1	\$1,144.90	\$1,207.87	\$1,256.18	\$1,300.15	\$1,339.16
Level 1, Year 2	\$1,159.65	\$1,223.43	\$1,272.37	\$1,316.90	\$1,356.41
Level 1, Year 3	\$1,181.00	\$1,245.96	\$1,295.79	\$1,341.15	\$1,381.38
Level 1, Year 4	\$1,203.95	\$1,270.17	\$1,320.97	\$1,367.21	\$1,408.22
Level 1, Year 5	\$1,226.90	\$1,294.38	\$1,346.15	\$1,393.27	\$1,435.07
Level 1, Year 6	\$1,249.85	\$1,318.59	\$1,371.34	\$1,419.33	\$1,461.91
Level 2, Year 1	\$1,273.10	\$1,343.12	\$1,396.85	\$1,445.73	\$1,489.11
Level 2, Year 2	\$1,299.75	\$1,371.24	\$1,426.09	\$1,476.00	\$1,520.28
Level 2, Year 3	\$1,323.60	\$1,396.40	\$1,452.25	\$1,503.08	\$1,548.18
Level 2, Year 4	\$1,348.35	\$1,422.51	\$1,479.41	\$1,531.19	\$1,577.12
Level 3, Year 1	\$1,373.15	\$1,448.67	\$1,506.62	\$1,559.35	\$1,606.13
Level 3, Year 2	\$1,398.90	\$1,475.84	\$1,534.87	\$1,588.59	\$1,636.25
Level 3, Year 3	\$1,425.25	\$1,503.64	\$1,563.78	\$1,618.52	\$1,667.07
Level 3, Year 4	\$1,448.30	\$1,527.96	\$1,589.07	\$1,644.69	\$1,694.03
Level 4, Year 1	\$1,474.75	\$1,555.86	\$1,618.10	\$1,674.73	\$1,724.97
Level 4, Year 2	\$1,501.25	\$1,583.82	\$1,647.17	\$1,704.82	\$1,755.97
Level 4, Year 3	\$1,527.70	\$1,611.72	\$1,676.19	\$1,734.86	\$1,786.90
Level 4, Year 4	\$1,554.15	\$1,639.63	\$1,705.21	\$1,764.90	\$1,817.84
Level 5, Year 1	\$1,580.65	\$1,667.59	\$1,734.29	\$1,794.99	\$1,848.84
Level 5, Year 2	\$1,607.10	\$1,695.49	\$1,763.31	\$1,825.03	\$1,879.78
Level 5, Year 3	\$1,633.60	\$1,723.45	\$1,792.39	\$1,855.12	\$1,910.77

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Level 6, Year 1	\$1,677.75	\$1,770.03	\$1,840.83	\$1,905.26	\$1,962.41
Level 6, Year 2	\$1,721.90	\$1,816.60	\$1,889.27	\$1,955.39	\$2,014.05
Level 6, Year 3	\$1,766.05	\$1,863.18	\$1,937.71	\$2,005.53	\$2,065.70
Level 7, Year 1	\$1,810.80	\$1,910.39	\$1,986.81	\$2,056.35	\$2,118.04
Level 7, Year 2	\$1,855.75	\$1,957.82	\$2,036.13	\$2,107.39	\$2,170.62
Level 7, Year 3	\$1,900.70	\$2,005.24	\$2,085.45	\$2,158.44	\$2,223.19
Level 8, Year 1	\$1,954.65	\$2,062.16	\$2,144.64	\$2,219.70	\$2,286.30
Level 8, Year 2	\$2,008.60	\$2,119.07	\$2,203.84	\$2,280.97	\$2,349.40
Level 8, Year 3	\$2,062.60	\$2,176.04	\$2,263.08	\$2,342.29	\$2,412.56
Level 8, Year 4	\$2,113.25	\$2,229.48	\$2,318.66	\$2,399.81	\$2,471.81
Level 8, Year 5	\$2,163.90	\$2,282.91	\$2,374.23	\$2,457.33	\$2,531.05

**1.2 Rates of Pay of Employees covered by Stream A Award, Division 2 - Section 2 (Delivery of children's services and early childhood education (including teachers)):**

Classification Level	Weekly Base Rate of Pay as per Expired Agreement	Weekly Base Rate of Pay Effective from 1 July 2023 (15% admin wage increase)	Weekly Base Rate of Pay effective on 1 <sup>st</sup> pay period following a "Yes" vote (5.5% increase)	Weekly Base Rate of Pay effective on 1 <sup>st</sup> pay period following the 1 <sup>st</sup> anniversary of certification (4.00% increase)	Weekly Base Rate of Pay effective on 1 <sup>st</sup> pay period following the 2 <sup>nd</sup> anniversary of certification (3.5% increase)	Weekly Base Rate of Pay effective on 1 <sup>st</sup> pay period following the 3 <sup>rd</sup> anniversary of certification (3.00% increase)
<b>Assistant Children's Services Worker</b>						
Unqualified, 1 year	\$918.40	\$1,056.16	\$1,114.25	\$1,158.82	\$1,199.38	\$1,235.36
Unqualified, 2 year	\$944.85	\$1,086.58	\$1,146.34	\$1,192.19	\$1,233.92	\$1,270.94
Unqualified, 3 year	\$1,095.00	\$1,259.25	\$1,328.51	\$1,381.65	\$1,430.01	\$1,472.91
<b>Children's Services Worker</b>						
1 year qualified, year 1	\$1,038.15	\$1,193.87	\$1,259.54	\$1,309.92	\$1,355.76	\$1,396.44
1 year qualified, year 2	\$1,065.20	\$1,224.98	\$1,292.35	\$1,344.05	\$1,391.09	\$1,432.82
1 year qualified, year 3	\$1,095.00	\$1,259.25	\$1,328.51	\$1,381.65	\$1,430.01	\$1,472.91
<b>Group Leader</b>						
1 year qualified, year 1	\$1,124.25	\$1,292.89	\$1,364.00	\$1,418.56	\$1,468.21	\$1,512.25
1 year qualified, year 2	\$1,155.70	\$1,329.06	\$1,402.15	\$1,458.24	\$1,509.28	\$1,554.56
1 year qualified, year 3	\$1,155.70	\$1,329.06	\$1,402.15	\$1,458.24	\$1,509.28	\$1,554.56
2 year qualified, year 1	\$1,214.20	\$1,396.33	\$1,473.13	\$1,532.05	\$1,585.68	\$1,633.25
2 year qualified, year 2	\$1,245.10	\$1,431.87	\$1,510.62	\$1,571.04	\$1,626.03	\$1,674.81
2 year qualified, year 3	\$1,274.90	\$1,466.14	\$1,546.77	\$1,608.64	\$1,664.95	\$1,714.89
3 year qualified, year 1	\$1,274.90	\$1,466.14	\$1,546.77	\$1,608.64	\$1,664.95	\$1,714.89
3 year qualified, year 2	\$1,274.90	\$1,466.14	\$1,546.77	\$1,608.64	\$1,664.95	\$1,714.89
<b>Assistant Coordinator</b>						
Assistant Coordinator, qualified, large service year 1	\$1,274.90	\$1,466.14	\$1,546.77	\$1,608.64	\$1,664.95	\$1,714.89
Assistant Coordinator, qualified, large service year 2	\$1,274.90	\$1,466.14	\$1,546.77	\$1,608.64	\$1,664.95	\$1,714.89

<b>Assistant Director</b>						
Assistant Director, 2 yr. qualified, yr. 1	\$1,274.90	\$1,466.14	\$1,546.77	\$1,608.64	\$1,664.95	\$1,714.89
Assistant Director, 2 yr. qualified, yr. 2	\$1,274.90	\$1,466.14	\$1,546.77	\$1,608.64	\$1,664.95	\$1,714.89
Assistant Director, 2 yr. qualified, yr. 3	\$1,301.40	\$1,496.61	\$1,578.92	\$1,642.08	\$1,699.55	\$1,750.54
Assistant Director, 3 yr. qualified, yr. 1	\$1,328.45	\$1,527.72	\$1,611.74	\$1,676.21	\$1,734.88	\$1,786.93
Assistant Director, 3 yr. qualified, yr. 2	\$1,328.45	\$1,527.72	\$1,611.74	\$1,676.21	\$1,734.88	\$1,786.93
<b>Coordinator</b>						
Coordinator, unqualified, year 1	\$1,274.90	\$1,466.14	\$1,546.77	\$1,608.64	\$1,664.95	\$1,714.89
Coordinator, unqualified, year 2	\$1,274.90	\$1,466.14	\$1,546.77	\$1,608.64	\$1,664.95	\$1,714.89
Coordinator, unqualified, year 3	\$1,301.40	\$1,496.61	\$1,578.92	\$1,642.08	\$1,699.55	\$1,750.54
Coordinator, qualified, small service, year 1	\$1,328.45	\$1,527.72	\$1,611.74	\$1,676.21	\$1,734.88	\$1,786.93
Coordinator, qualified, small service, year 2	\$1,379.75	\$1,586.71	\$1,673.98	\$1,740.94	\$1,801.87	\$1,855.93
Coordinator, qualified, large service, year 1	\$1,379.75	\$1,586.71	\$1,673.98	\$1,740.94	\$1,801.87	\$1,855.93
Coordinator, qualified, large service, year 2	\$1,442.70	\$1,659.11	\$1,750.36	\$1,820.37	\$1,884.08	\$1,940.61
Coordinator, qualified, large service, year 3	\$1,442.70	\$1,659.11	\$1,750.36	\$1,820.37	\$1,884.08	\$1,940.61
Coordinator, qualified, large service, year 4	\$1,442.70	\$1,659.11	\$1,750.36	\$1,820.37	\$1,884.08	\$1,940.61
<b>Director</b>						
Director, 2 year qualified year 1	\$1,379.75	\$1,586.71	\$1,673.98	\$1,740.94	\$1,801.87	\$1,855.93
Director, 2 year qualified year 2	\$1,442.70	\$1,659.11	\$1,750.36	\$1,820.37	\$1,884.08	\$1,940.61
Director, 2 year qualified year 3	\$1,442.70	\$1,659.11	\$1,750.36	\$1,820.37	\$1,884.08	\$1,940.61
Director, 2 year qualified year 4	\$1,442.70	\$1,659.11	\$1,750.36	\$1,820.37	\$1,884.08	\$1,940.61

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Director, minimum 3 yr. qualified, yr. 1	\$1,442.70	\$1,659.11	\$1,750.36	\$1,820.37	\$1,884.08	\$1,940.61
Director, minimum 3 yr. qualified, yr. 2	\$1,442.70	\$1,659.11	\$1,750.36	\$1,820.37	\$1,884.08	\$1,940.61
Director, minimum 3 yr. qualified, yr. 3	\$1,486.85	\$1,709.88	\$1,803.92	\$1,876.08	\$1,941.74	\$1,999.99
Director, minimum 3 yr. qualified, yr. 4	\$1,486.85	\$1,709.88	\$1,803.92	\$1,876.08	\$1,941.74	\$1,999.99
Director, minimum 3 yr. qualified, yr. 5	\$1,529.90	\$1,759.39	\$1,856.15	\$1,930.40	\$1,997.96	\$2,057.90
Director, minimum 3 yr. qualified, yr. 6	\$1,539.80	\$1,770.77	\$1,868.16	\$1,942.89	\$2,010.89	\$2,071.22
Director, minimum 3 yr. qualified, yr. 7	\$1,558.60	\$1,792.39	\$1,890.97	\$1,966.61	\$2,035.44	\$2,096.50
Director, minimum 3 yr. qualified, yr. 8	\$1,576.80	\$1,813.32	\$1,913.05	\$1,989.57	\$2,059.21	\$2,120.99
Director, minimum 3 yr. qualified, yr. 9	\$1,590.60	\$1,829.19	\$1,929.80	\$2,006.99	\$2,077.23	\$2,139.55
<b>Kindergarten/preschool assistant</b>						
Kindergarten/preschool assistant, grade 1, year 1	\$873.65	\$1,004.70	\$1,059.96	\$1,102.35	\$1,140.94	\$1,175.16
Kindergarten/preschool assistant, grade 1, year 2	\$886.35	\$1,019.30	\$1,075.36	\$1,118.38	\$1,157.52	\$1,192.25
Kindergarten/preschool assistant, grade 2, year 1	\$904.55	\$1,040.23	\$1,097.45	\$1,141.34	\$1,181.29	\$1,216.73
Kindergarten/preschool assistant, grade 2, year 2	\$916.70	\$1,054.21	\$1,112.19	\$1,156.67	\$1,197.16	\$1,233.07
Kindergarten/preschool assistant, grade 3, year 1	\$945.40	\$1,087.21	\$1,147.01	\$1,192.89	\$1,234.64	\$1,271.68
Kindergarten/preschool assistant, grade 3, year 2	\$959.20	\$1,103.08	\$1,163.75	\$1,210.30	\$1,252.66	\$1,290.24
<b>Exempted Teacher</b>						
Exempted Teacher, grade 1	\$945.40	\$1,087.21	\$1,147.01	\$1,192.89	\$1,234.64	\$1,271.68
Exempted Teacher, grade 2	\$959.20	\$1,103.08	\$1,163.75	\$1,210.30	\$1,252.66	\$1,290.24
Exempted Teacher, grade 3	\$974.65	\$1,120.85	\$1,182.49	\$1,229.79	\$1,272.84	\$1,311.02
<b>Teacher</b>						
Teacher, band 1, step 1	\$1,047.50	\$1,204.63	\$1,270.88	\$1,321.71	\$1,367.97	\$1,409.01

Teacher, band 1, step 2	\$1,067.95	\$1,228.14	\$1,295.69	\$1,347.52	\$1,394.68	\$1,436.52
Teacher, band 1, step 3	\$1,091.65	\$1,255.40	\$1,324.44	\$1,377.42	\$1,425.63	\$1,468.40
Teacher, band 1, step 4	\$1,117.05	\$1,284.61	\$1,355.26	\$1,409.47	\$1,458.80	\$1,502.57
Teacher, band 2, step 1	\$1,138.60	\$1,309.39	\$1,381.41	\$1,436.66	\$1,486.95	\$1,531.55
Teacher, band 2, step 2	\$1,180.00	\$1,357.00	\$1,431.64	\$1,488.90	\$1,541.01	\$1,587.24
Teacher, band 2, step 3	\$1,222.50	\$1,405.88	\$1,483.20	\$1,542.53	\$1,596.51	\$1,644.41
Teacher, band 2, step 4	\$1,265.55	\$1,455.38	\$1,535.43	\$1,596.85	\$1,652.74	\$1,702.32
Teacher, band 2, step 5	\$1,304.70	\$1,500.41	\$1,582.93	\$1,646.24	\$1,703.86	\$1,754.98
Teacher, band 3, step 1	\$1,337.25	\$1,537.84	\$1,622.42	\$1,687.32	\$1,746.37	\$1,798.76
Teacher, band 3, step 2	\$1,372.60	\$1,578.49	\$1,665.31	\$1,731.92	\$1,792.54	\$1,846.31
Teacher, band 3, step 3	\$1,406.25	\$1,617.19	\$1,706.13	\$1,774.38	\$1,836.48	\$1,891.58
Teacher, band 3, step 4	\$1,442.70	\$1,659.11	\$1,750.36	\$1,820.37	\$1,884.08	\$1,940.61

**1.3 Rates of Pay of Employees covered by Stream B Award, Division 2 - Section 1 (Aged Care Services (other than Nurses)):**

Classification Level	Weekly Base Rate of Pay as per Expired Agreement	Weekly Base Rate of Pay Effective from 1 July 2023 (15% admin wage increase)	Weekly Base Rate of Pay effective on 1 <sup>st</sup> pay period following a "Yes" vote (5.5% increase)	Weekly Base Rate of Pay effective on 1 <sup>st</sup> pay period following the 1 <sup>st</sup> anniversary of certification (4.00% increase)	Weekly Base Rate of Pay effective on 1 <sup>st</sup> pay period following the 2 <sup>nd</sup> anniversary of certification (3.5% increase)	Weekly Base Rate of Pay effective on 1 <sup>st</sup> pay period following the 3 <sup>rd</sup> anniversary of certification (3.00% increase)
All employees other than Cook and Chief Cook	\$918.35	\$1,056.10	\$1,114.19	\$1,158.76	\$1,199.31	\$1,235.29
Cook	\$968.05	\$1,113.26	\$1,174.49	\$1,221.47	\$1,264.22	\$1,302.14
Chief cook	\$982.40	\$1,129.76	\$1,191.90	\$1,239.57	\$1,282.96	\$1,321.45



**1.4 Rates of Pay of Employees covered by Stream B Award, Division 2 - Section 4 (Hospitality Services):**

<b>Classification Level</b>	<b>Weekly Base Rate of Pay as per Expired Agreement</b>	<b>Weekly Base Rate of Pay Effective from 1 July 2023 (15% admin wage increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following a "Yes" vote (5.5% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 1<sup>st</sup> anniversary of certification (4.00% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 2<sup>nd</sup> anniversary of certification (3.5% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 3<sup>rd</sup> anniversary of certification (3.00% increase)</b>
Hospitality workers, introductory level	\$891.90	\$1,025.69	\$1,082.10	\$1,125.38	\$1,164.77	\$1,199.71
Hospitality Worker, Level 1	\$891.90	\$1,025.69	\$1,082.10	\$1,125.38	\$1,164.77	\$1,199.71
Hospitality Worker, Level 2	\$918.35	\$1,056.10	\$1,114.19	\$1,158.76	\$1,199.31	\$1,235.29
Hospitality Worker, Level 3	\$944.85	\$1,086.58	\$1,146.34	\$1,192.19	\$1,233.92	\$1,270.94
Hospitality Worker, Level 4	\$982.40	\$1,129.76	\$1,191.90	\$1,239.57	\$1,282.96	\$1,321.45
Hospitality Worker, Level 5	\$1,038.14	\$1,193.86	\$1,259.52	\$1,309.90	\$1,355.75	\$1,396.42
Hospitality Worker, Level 6	\$1,065.18	\$1,224.96	\$1,292.33	\$1,344.02	\$1,391.06	\$1,432.80

**1.5 Rates of Pay of Employees covered by Stream B Award, Division 2 - Section 5 (Operational Services):**

<b>Classification Level</b>	<b>Weekly Base Rate of Pay as per Expired Agreement</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following a "Yes" vote (5.5% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 1<sup>st</sup> anniversary of certification (4.00% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 2<sup>nd</sup> anniversary of certification (3.5% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 3<sup>rd</sup> anniversary of certification (3.00% increase)</b>
Level 1, first 6 months	\$1,098.60	\$1,159.02	\$1,211.18	\$1,259.63	\$1,303.71
Level 1, after first 6months	\$1,113.60	\$1,174.85	\$1,227.72	\$1,276.82	\$1,321.51
Level 2	\$1,128.60	\$1,190.67	\$1,244.25	\$1,294.02	\$1,339.31
Level 3	\$1,146.85	\$1,209.93	\$1,264.37	\$1,314.95	\$1,360.97
Level 4	\$1,162.70	\$1,226.65	\$1,281.85	\$1,333.12	\$1,379.78
Level 5	\$1,178.95	\$1,243.79	\$1,299.76	\$1,351.75	\$1,399.06
Level 6	\$1,211.40	\$1,278.03	\$1,335.54	\$1,388.96	\$1,437.57
Level 7	\$1,243.60	\$1,312.00	\$1,371.04	\$1,425.88	\$1,475.79
Level 8	\$1,275.90	\$1,346.07	\$1,406.65	\$1,462.91	\$1,514.12
Level 9	\$1,312.50	\$1,384.69	\$1,447.00	\$1,504.88	\$1,557.55

**1.6 Rates of Pay of Employees covered by Stream B Award, Division 2 - Section 7 (Tour Guides Services):**

<b>Classification Level</b>	<b>Weekly Base Rate of Pay as per Expired Agreement</b>	<b>Weekly Base Rate of Pay Effective from 1 July 2023 (15% admin wage increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following a "Yes" vote (5.5% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 1<sup>st</sup> anniversary of certification (4.00% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 2<sup>nd</sup> anniversary of certification (3.5% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 3<sup>rd</sup> anniversary of certification (3.00% increase)</b>
Introductory tour guide, first 3 months	\$891.90	\$1,025.69	\$1,082.10	\$1,125.38	\$1,164.77	\$1,199.71
Introductory tour guide, over 3 months and up to 6mths	\$918.35	\$1,056.10	\$1,114.19	\$1,158.76	\$1,199.31	\$1,235.29
Tour Guide Level 1	\$944.85	\$1,086.58	\$1,146.34	\$1,192.19	\$1,233.92	\$1,270.94
Tour Guide Level 2	\$982.40	\$1,129.76	\$1,191.90	\$1,239.57	\$1,282.96	\$1,321.45
Tour Guide Level 3	\$1,038.15	\$1,193.87	\$1,259.54	\$1,309.92	\$1,355.76	\$1,396.44

**1.7 Rates of Pay of Employees covered by Stream C Award, Division 2 - Section 1 (Building Trades Services):**

<b>Classification Level</b>	<b>Weekly Base Rate of Pay as per Expired Agreement</b>	<b>Weekly Base Rate of Pay Effective from 1 July 2023 (15% admin wage increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following a "Yes" vote (5.5% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 1<sup>st</sup> anniversary of certification (4.00% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 2<sup>nd</sup> anniversary of certification (3.5% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 3<sup>rd</sup> anniversary of certification (3.00% increase)</b>
Building Worker, Level 1 (a), new entrant	\$891.90	\$1,025.69	\$1,082.10	\$1,125.38	\$1,164.77	\$1,199.71
Building Worker, Level 1 (b), after 3 months in the industry	\$918.35	\$1,056.10	\$1,114.19	\$1,158.76	\$1,199.31	\$1,235.29
Building Worker, Level 1 (c), after 12 months in the industry	\$918.35	\$1,056.10	\$1,114.19	\$1,158.76	\$1,199.31	\$1,235.29
Building Worker, Level 1 (d)	\$944.85	\$1,086.58	\$1,146.34	\$1,192.19	\$1,233.92	\$1,270.94
Building Worker, Level 2	\$968.05	\$1,113.26	\$1,174.49	\$1,221.47	\$1,264.22	\$1,302.14
Building Tradesperson, Level 1	\$982.40	\$1,129.76	\$1,191.90	\$1,239.57	\$1,282.96	\$1,321.45
Building Tradesperson, Level 2	\$1,045.30	\$1,202.10	\$1,268.21	\$1,318.94	\$1,365.10	\$1,406.05
Building Tradesperson, Level 3	\$1,038.15	\$1,193.87	\$1,259.54	\$1,309.92	\$1,355.76	\$1,396.44

**1.8 Rates of Pay of Employees covered by Stream C Award, Division 2 - Section 2 (Engineering and Electrical/Electronic Services):**

<b>Classification Level</b>	<b>Weekly Base Rate of Pay as per Expired Agreement</b>	<b>Weekly Base Rate of Pay Effective from 1 July 2023 (15% admin wage increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following a "Yes" vote (5.5% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 1<sup>st</sup> anniversary of certification (4.00% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 2<sup>nd</sup> anniversary of certification (3.5% increase)</b>	<b>Weekly Base Rate of Pay effective on 1<sup>st</sup> pay period following the 3<sup>rd</sup> anniversary of certification (3.00% increase)</b>
C14	\$891.90	\$1,025.69	\$1,082.10	\$1,125.38	\$1,164.77	\$1,199.71
C13	\$891.90	\$1,025.69	\$1,082.10	\$1,125.38	\$1,164.77	\$1,199.71
C12	\$918.35	\$1,056.10	\$1,114.19	\$1,158.76	\$1,199.31	\$1,235.29
C11	\$944.85	\$1,086.58	\$1,146.34	\$1,192.19	\$1,233.92	\$1,270.94
C10	\$982.40	\$1,129.76	\$1,191.90	\$1,239.57	\$1,282.96	\$1,321.45
C9	\$1,008.90	\$1,160.24	\$1,224.05	\$1,273.01	\$1,317.57	\$1,357.09
C8	\$1,038.15	\$1,193.87	\$1,259.54	\$1,309.92	\$1,355.76	\$1,396.44
C7	\$1,065.20	\$1,224.98	\$1,292.35	\$1,344.05	\$1,391.09	\$1,432.82
C6	\$1,124.25	\$1,292.89	\$1,364.00	\$1,418.56	\$1,468.21	\$1,512.25
C5	\$1,155.70	\$1,329.06	\$1,402.15	\$1,458.24	\$1,509.28	\$1,554.56
C4	\$1,184.95	\$1,362.69	\$1,437.64	\$1,495.15	\$1,547.48	\$1,593.90
C3	\$1,245.10	\$1,431.87	\$1,510.62	\$1,571.04	\$1,626.03	\$1,674.81
C2(a)	\$1,274.90	\$1,466.14	\$1,546.77	\$1,608.64	\$1,664.95	\$1,714.89
C2(b)	\$1,328.45	\$1,527.72	\$1,611.74	\$1,676.21	\$1,734.88	\$1,786.93
Mechanic	\$1,280.65	\$1,472.75	\$1,553.75	\$1,615.90	\$1,672.46	\$1,722.63

**APPENDIX 2 – PAYABLE ALLOWANCES**

The transition in payment of all allowances applicable to Employees covered by this Agreement and relevant commentary is set out in the below tables.

Allowance	Applicable prior to certification of Agreement  By Award Coverage	Allowance paid prior to certification of Agreement	Frequency of payment prior to certification of Agreement	Applicable allowance effective on 1 <sup>st</sup> pay period following a "Yes" vote  By Award Coverage	Frequency of payment allowance – effective on 1 <sup>st</sup> pay period following a "Yes" vote	Applicable Allowance effective on 1 <sup>st</sup> pay period following a "Yes" vote	Allowance rate effective on 1 <sup>st</sup> pay period following the 1 <sup>st</sup> anniversary of certification of Agreement (4.00% increase)	Allowance rate effective on 1 <sup>st</sup> pay period following the 2 <sup>nd</sup> anniversary of certification of Agreement (3.5% increase)	Commentary
<b>Leading Hand/Ganger Allowance**</b>	Stream B*	\$10.00	per day	Stream B*	per day	\$10.77	\$11.20	\$11.59	Was not to be increased since certification of expired Agreement.  New allowance figure - increased by 7.68% (3 lots of 2.5%).  Will increase annually thereafter
<b>Rubbish Collection Allowance</b>	Stream B*	\$3.50	per hour	Stream B*	per hour	\$3.77	\$3.92	\$4.06	Was not to be increased since certification of expired Agreement.  New allowance figure - increased by 7.68% (3 lots of 2.5%).  Will increase annually thereafter.
<b>Crane Allowance</b>	Stream B *	\$3.69	per day (whilst so engaged)	Stream B *	per day (whilst so engaged)	\$3.69	\$3.84	\$3.97	Was increased every year since certification of expired Agreement.  Figure remains the same as at the certification of the Agreement and will increase annually thereafter.
<b>Hall Caretaker Allowance</b>	Stream B *	\$8.22	per week	Stream B *	per week	\$8.85	\$9.21	\$9.53	Was not to be increased since certification of expired Agreement.  New allowance figure - increased by 7.68% (3 lots of 2.5%).  Will increase annually thereafter

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<b>Toilet Cleaning Allowance</b>	Stream B *	\$8.00	per day	Stream A, B and C if Employee is required to clean toilets during the performance of their normal duties	per day	\$10.00	\$10.40	\$10.76	Was not to be increased since certification of expired Agreement.  New Figure negotiated and agreed.  Will increase annually thereafter.
<b>Meal Allowance</b>	Stream B *	\$25.00	per incident	Stream B *	per incident	\$26.92	\$28.00	\$28.98	Was not to be increased since certification of expired Agreement.  New allowance figure - increased by 7.68% (3 lots of 2.5%).  Will increase annually thereafter.
<b>Construction, reconstruction, alteration, repair and/or maintenance allowance (CWA)**</b>	Stream B and Stream C*	\$35.34	per week	Stream B and Stream C*	per week	\$35.65	\$37.07	\$38.36	Was paid under the Awards which increased every year.  Figure remains the same as a starting figure, then is increased annually thereafter.
<b>Final Trim Allowance</b>	Stream B and Stream C* (For Employees <i>Not</i> categorised as Final trim grader operators in the 2009 Certified Agreement)	\$30.00	per day	Stream B and Stream C* (For Employees <i>Not</i> categorised as Final trim grader operators in the 2009 Certified Agreement)	per day	\$32.30	\$33.60	\$34.77	Was not to be increased since certification of expired Agreement.  New allowance figure - increased by 7.68% (3 lots of 2.5%).  Will increase annually thereafter.
	Stream B and Stream C (For employees categorised as Final trim grader operators in the 2009 Certified Agreement)	\$145.10	per week	Stream B and Stream C (For employees categorised as Final trim grader operators in the 2009 Certified Agreement)	per week	\$145.10	\$150.90	\$156.19	Figure increased every year as per CPI.  Figure remains the same as a starting point, then will increase annually thereafter.

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<b>Tool Allowance</b>	Employees who met criteria in clause 15.9 of the <i>Winton Shire Council Enterprise Bargaining Certified Agreement 2012</i>	\$12.50	per day ***	Stream B and Stream C	per day ***	\$13.46	\$14.00	\$14.49	Was not to be increased since certification of expired Agreement.  New allowance figure - increased by 7.68% (3 lots of 2.5%).  Will increase annually thereafter.
	All other Employees covered by Stream B and Stream C	\$23.55	per week	Stream B and Stream C	per week	\$23.55	\$24.49	\$25.35	Figure increased every year as per Awards.  Figure remains the same as a starting point, then will increase on annually thereafter.
<b>Work Elevated Platform Allowance</b>	Stream B and Stream C*	\$30.00	per day	Stream B and Stream C*	per day	\$32.30	\$33.60	\$34.77	Was not to be increased since certification of expired Agreement.  New allowance figure - increased by 7.68% (3 lots of 2.5%).  Will increase annually thereafter.
<b>Live Sewer Allowance</b>	Stream B and Stream C*	As stipulated in the Agreement (paid as stipulated by the terms of Stream B Award) Employees being paid this allowance, are <b>NOT</b> entitled to claim the working under unpleasant conditions allowance							
<b>Safety Representative Allowance</b>	All Streams - Employees elected as elected Workplace Safety Representatives	\$25.00	per week	All Streams - Employees elected as Workplace Safety Representatives	per day	\$5.00	\$5.20	\$5.38	Was not to be increased since certification of expired Agreement.  New Figure negotiated and agreed.  Will increase annually thereafter.
<b>First Aid Allowance</b>	All Streams - Employee appointed and designated as First aid officer	\$19.70	per week	All Streams - Employees appointed and designated as First aid officers	per day	\$5.00	\$5.20	\$5.38	Was not to be increased since certification of expired Agreement.  New Figure negotiated and agreed.  Will increase annually thereafter.
<b>Higher Duties</b>	All streams (as applicable)	As stipulated in the Agreement							
<b>On Call Allowance and Call Out</b>	All streams (as applicable)	As stipulated in the Agreement							



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<b>Vehicle Mileage Allowance</b>	All streams (as applicable)	\$0.74 cents	per kilometre****	tied to the ATO effective from 1 July 2023	per kilometre****	tied to the ATO effective from 1 July 2024	tied to the ATO effective from 1 July 2025	tied to the ATO effective from 1 July 2026	Was not to be increased since certification of expired Agreement.  New figure is tied to the ATO determination in July of every year.
<b>Camp Allowance</b>	All streams (as applicable)	\$50.65	<b>Per night</b>	All streams (as applicable)	<b>Per day</b>	\$60.00	\$65.00	\$70.00	Figure increased by CPI every year since the certification of the expired Agreement.  New starting figure negotiated and agreed, then will increase on annually thereafter.

<b>Funeral Allowances</b>									
<b>1. Undertaking allowance</b>	All Streams (as applicable)	\$30.00	per week	All Streams (as applicable)	per week	\$32.30	\$33.60	\$34.77	Was not to be increased since certification of expired Agreement.  New allowance figure - increased by 7.68% (3 lots of 2.5%).  Will increase annually thereafter
<b>2. Assistant undertaking allowance</b>		\$20.00	per week		per week	\$21.54	\$22.40	\$23.18	
<b>3. Body allowance</b>		\$100.00	per body collection and participation		per body collection and participation	\$107.68	\$111.99	\$115.91	
<b>4. Funeral Director</b>		\$120.00	per funeral weekdays		per funeral weekdays	\$129.22	\$134.38	\$139.09	
<b>5. Assistant Funeral Director</b>		\$100.00	per funeral weekdays		per funeral weekdays	\$107.68	\$111.99	\$115.91	
<b>6. Funeral Director</b>		\$150.00	per funeral weekends		per funeral weekends	\$161.52	\$167.98	\$173.86	
<b>7. Assistant Funeral Director</b>		\$105.00	per funeral weekends		per funeral weekends	\$113.06	\$117.59	\$121.70	

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<b>Locality Allowance</b>	Stream A (other than Child Care)	\$143.50	per fortnight	Stream A Award employees (other than Child Care)	per fortnight	\$143.50	No increase	No increase	Newly introduced as per Agreement  Allowance is staggered over a three (3) year period for all Employees (other than Stream A, Division 2 - Section 1).
				All Employees (other than Stream A, Division 2 - Section 1)					

**Notes:**

- \* Save for Tool Allowance, Supervisors covered by Stream A Award who supervise employees covered by Stream B and C Awards, shall be entitled to claim the same allowances claimable by the employees they supervise whilst so engaged in the same work.
- \*\* CWA will be incorporated into base rate of pay at the time of payment of wages.
- \*\*\* Where an Employee is required to supply their own tools for a specific task and specific duration.
- \*\*\*\* Where, with the approval of the Supervisors, Employees required to travel between worksites use their own private vehicle/s.

**Signatories**

**Winton Shire Council**

Signed for and on behalf of the Winton Shire Council by the Chief Executive Officer

Dirk Dowling  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dirk Dowling

In the presence of

Donna Mary Miller  
\_\_\_\_\_  
Signature

Donna Mary Miller  
\_\_\_\_\_  
[Name]

Dated this 17<sup>th</sup> Day of November 2023

**Australian Workers' Union of Employees, Queensland**

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

**Stacey Shinnerl**  
\_\_\_\_\_  
Signature

**Stacey Shinnerl**  
\_\_\_\_\_  
[Name]

In the presence of

**Jeehan Habib**  
\_\_\_\_\_  
Signature

**Jeehan Habib**  
\_\_\_\_\_  
[Name]

Dated this 27<sup>th</sup> Day of November 2023

**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 27 Day of November 2023

**Queensland Services, Industrial Union of Employees**

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

Neic Henderson  
Signature

Neic Henderson  
[Name] Secretary

In the presence of

John Donaghy  
Signature

John Donaghy  
[Name]

Dated this 28<sup>th</sup> Day of November 2023