QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Northern Peninsula Area Regional Council

AND

The Australian Workers' Union of Employees, Queensland

Queensland Services, Industrial Union of Employees

(Matter No. CB/2024/7)

NORTHERN PENINSULA AREA REGIONAL COUNCIL CERTIFIED AGREEMENT - 2023

Certificate of Approval

On 21 February 2024, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: NORTHERN PENINSULA AREA REGIONAL COUNCIL

CERTIFIED AGREEMENT - 2023

Parties to the Agreement: • Northern Peninsula Area Regional Council;

The Australian Workers' Union of Employees, Queensland; and

• Queensland Services, Industrial Union of Employees.

Operative Date: 21 February 2024

Nominal Expiry Date: 14 December 2026

Previous Agreement: Northern Peninsula Area Regional Council Certified Agreement 2019

Termination Date of Previous Agreement:

21 February 2024

By the Commission

J.W. MERRELL Deputy President

21 February 2024

NORTHERN PENINSULA AREA REGIONAL COUNCIL CERTIFIED AGREEMENT - 2023

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PART A. TECHNICAL MATTERS

1. Title of this Agreement

This Agreement shall be known as the NPARC Certified Agreement 2023.

2. Objectives of this Agreement

- 2.1 The objectives of this Agreement are to:
 - (a) provide Employees with competitive pay rates and conditions that will attract and retain quality Employees; and
 - (b) provide the best balance between the business needs of the Northern Peninsula Area Regional Council (NPARC) and its Employees' best interests.

3. Date and Period of Operation

- 3.1 This Agreement shall operate from the first pay period commencing on or after the certification date and will remain in effect until 14 December 2026.
- 3.2 The parties to this Agreement shall commence discussions six (6) months prior to the expiration of this Agreement.

4. Parties Bound

- 4.1 The parties to this Agreement are:
 - (a) the Northern Peninsula Area Regional Council (NPARC);
 - (b) the Australian Workers' Union of Employees, Queensland; and
 - (c) the Oueensland Services, Industrial Union of Employees.

5. Application

- 5.1 The Agreement shall apply to NPARC, the Unions mentioned in clause 4 and all NPARC Employees covered by the following Parent Awards:
 - (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 This Agreement shall not apply to the employment terms and conditions of those Senior Officers as provided for in Division 2 Section 1, clause 4.2 of the *Queensland Local Government Industry (Stream A) Award State 2017.*

6. Relationship to Parent Awards

- 6.1 This Agreement shall be wholly read and interpreted in conjunction with the terms of the Parent Awards mentioned in clause 5.
- 6.2 Where there is any inconsistency between this Agreement and the Parent Awards, this Agreement will prevail to the extent of the inconsistency.

7. No Extra Claims

The parties to this Agreement agree that during the period of operation of the Agreement, no further claims will be made by any party in relation to wages or salary and conditions of employment.

8. Definitions

Act – means the *Industrial Relations Act* 2016.

Awards – means the Awards set out in clause 5.1.

CEO – means the Chief Executive Officer of Northern Peninsula Area Regional Council.

Council – means Northern Peninsula Area Regional Council (NPARC).

JCC - means Joint Consultative Committee.

Immediate Family - means any of the following:

- (a) Employee's spouse or de facto spouse, or former de facto spouse, (including a spouse of the same sex as the Employee); and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child of the Employee or Employee's spouse); and
- (c) Parent, grandparent, grandchild or sibling of the Employee's spouse, (such as the Employee's mother-in-law, father-in-law, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law); and
- (d) Stepfather, stepmother, (also big uncle or big aunt of an indigenous Employee) half-brother, half-sister, stepbrother and stepsister of the Employee; and
- (e) Those who permanently live in the Employee's household.

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

QIRC – means the Queensland Industrial Relations Commission.

Reproductive health - means any condition relating to menstruation, perimenopause, menopause, polycystic ovarian syndrome and endometriosis, In Vitro Fertilisation (IVF) and other forms of assisted reproductive health services, vasectomy, hysterectomy, pregnancy termination, miscarriage and gender affirmation.

RDO – means Rostered Day Off.

SWC – means the State Wage Case increase as determined by the QIRC annually.

TOIL – means Time off in Lieu of Overtime.

9. Equal employment opportunities

- 9.1 The parties recognise the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practises, that encourage equality of employment and development opportunities, continue and are promoted, during the life of this Agreement. This will include:
 - (a) Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;
 - (b) Inclusion of statements during recruitment that NPARC is an equal opportunity employer;
 - (c) Ensuring selection of applicants for vacant positions is conducted in accordance with the law;
 - (d) Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests; and
 - (e) Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the *Anti-Discrimination Act 1991*.
- 9.2 NPARC is committed to equal remuneration for work of equal or comparable value. Any existing historical wage relativities under this Agreement, will continue to apply until NPARC moves to transition the classification structure as stipulated in clauses 22.2 and 22.3. Following the certification of a new certified agreement, the relevant relativities under the respective parent Award/s shall be introduced into the new classification structure.

10. Consultation – Introduction of changes

10.1 NPARC's duty to notify

- (a) Prior to NPARC deciding to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, NPARC 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 NPARC'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 this Agreement makes provision for alteration of any of the matters referred to in clauses 10.1(a) and (b), an alteration shall be deemed not to have significant effect.

10.2 NPARC's duty to consult over change

- (a) NPARC 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, NPARC 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 shall occur as soon as practicable before making the decision referred to in clause 10.1.
- (c) For the purpose of such consultation NPARC 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 10.2(c), NPARC shall not be required to disclose confidential information, the disclosure of which would be adverse to NPARC's interests.

11. Joint Consultative Committee

- 11.1 The Parties to this Agreement shall establish and maintain a JCC. The purpose of the JCC is to act as a consultation and communication forum between NPARC and Employees and their respective Unions concerning workplace and industrial relations matters.
- 11.2 The parties are committed to achieving improved and effective consultation in the workplace and agree that cooperative consultation shall provide Employees with an opportunity, through committee representatives, to participate in decision making processes.
- 11.3 The JCC shall be comprised of three (3) NPARC management representatives and three (3) Union representatives (officials and/or delegates) from each of the Union's parties to this Agreement and shall meet a minimum of every three (3) months or sooner, if required.

12. Individual flexibility arrangements

- 12.1 To meet the needs of NPARC and an individual Employee, NPARC and the Employee may enter into an Individual Flexibility Agreement (IFA) to vary the terms of this Agreement with respect to the matters permitted by the *Industrial Relations Act 2016*.
- 12.2 When entering/negotiating an IFA, the following process will be followed:
 - (a) A request for an IFA must be made by the Employee in writing and set out the reasons for the request;
 - (b) The Employee, the Employee's Union (if applicable) and NPARC will consult and agree on arrangements to be implemented;
 - (c) The arrangements must meet the operational requirements of NPARC; and
 - (d) NPARC and the Employee shall genuinely consider any reasonable agreement proposed.
- 12.3 When presented with a request for an IFA, NPARC shall consider the request within a reasonable timeframe, but not exceeding 21 business days.

12.4 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 NPARC and the Employee;
- (c) must not, on balance, result in an overall reduction in the entitlements or protections the Employee has under this Agreement and the applicable provisions of the relevant Award/s; and
- (d) the termination date of the IFA must not be longer than 12 months from the date of commencement.

13. Local Area Work Agreement (LAWA)

- 13.1 The parties recognise the value and benefit in providing a process that enables NPARC and workgroups to develop and implement flexible working arrangements suited to the needs of the workgroup and requisite work to be performed.
- 13.2 To meet the needs of NPARC and the relevant Employees, NPARC and the Employees may enter into a LAWA 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.
- 13.3 Where NPARC and the relevant workgroup/s agree there is a need for flexible work agreements, the following process will be followed:
 - (a) Directly affected Employees, relevant unions (if applicable) and NPARC will consult and agree on arrangements to be implemented;
 - (b) the arrangements need to meet the operational requirements of NPARC;
 - (c) agreement needs to be obtained from more than seventy five percent (75%) of affected Employees. If the total number of affected employees who voted does not amount to a whole number, then the number required would be rounded up to reach a whole number; and
 - (d) both parties agree to genuinely consider any reasonable agreement proposed.
- 13.4 Where established, LAWAs will be read in conjunction with the relevant Award/s and this Agreement.
- 13.5 The terms of a LAWA must:
 - (a) be in writing;
 - (b) set out the terms of the LAWA;
 - (c) be for a pre-determined term as negotiated between the parties;
 - (d) include a detailed provision for the termination of the LAWA; and
 - (e) not on balance, result in an overall reduction in the entitlements or protections of the affected Employee has under this Agreement and the applicable provisions of the relevant Award/s.

PART B. REMUNERATION

14. Wage Increases

- 14.1 NPARC agrees to pay Employees covered by this Agreement, wage increases in accordance with the following schedule:
 - (a) 3.5% paid administratively on 14 April 2023 and backdated to the 1st pay period following 20 December 2022;
 - (b) 4% paid administratively on 1 November 2023 and backdated to the 1st pay period following 1 July 2023;
 - (c) 4% or the SWC increase (whichever is the greater), effective from the 1st pay period following 1 December 2023;
 - (d) 4% or the SWC increase (whichever is the greater), effective from the 1st pay period following 1 December 2024; and
 - (e) 4% or the SWC increase (whichever is the greater), effective from the 1st pay period following 1 December 2025.
- 14.2 In the event that a new certified agreement is not approved by the nominal expiry date of this Agreement, NPARC shall pay a 4% wage increase, or the SWC increase (whichever is the greater), effective from the 1st pay period following 1 December 2026, and annually thereafter, until this Agreement is terminated or replaced.
- 14.3 Notwithstanding clauses 14.1 and 14.2, where the SWC increase is determined by the QIRC after any of the anniversary date/s of certification, and where the SWC increase is higher than 4%, Council shall pay the difference and backdate it to the respective wage increase dates stipulated in clauses 14.1 and 14.2.

15. Wages Schedules

The wage and salary rates that apply to all Employees covered by this Agreement during the life of this Agreement are found in Appendix 1.

16. Special loading

- 16.1 The CEO may choose to pay an individual Employee a special loading in addition to his or her base salary in the following circumstances:
 - (a) the base salary for the Employee's classification is below what is normally paid for the Employee's skills and/or experience in the broader labour market;
 - (b) the Employee is a consistently high performer and the special loading is necessary to retain the Employee's services.
- 16.2 The special loading paid under clause 16.1 shall be reviewed annually by the CEO.
- 16.3 Where the circumstances stipulated in clause 16.1 cease to apply, the CEO may decide, after consultation with the affected Employee, to remove or reduce the special loading paid to an Employee. Where this is to

occur, the CEO shall provide the Employee at least eight (8) weeks' notice.

17. Higher duties

- 17.1 Subject to clause 17.2, where an Employee has been delegated to perform a higher-level role, the Employee shall be paid for a minimum of four (4) hours at the higher rate. Any work performed at the higher role, thereafter, shall be paid the rate applicable to such higher level for the entire day.
- 17.2 Notwithstanding clause 17.1, where an Employee is required to perform certain aspects of a managerial role without being required to exercise any strategic managerial duties, the Employee shall be paid at the higher rate for 80% of time so engaged.

18. Casual loading

- 18.1 All casual Employees shall be paid a casual loading of 25% on top of the base rate of pay set out in Appendix 1. This loading is payment in lieu of access to paid leave, payment for public holidays on which the Employee is not required to work and as compensation for the uncertain nature of their work.
- 18.2 Casual employees shall be entitled to receive casual loading on overtime, penalty payments (provided under clause 50 of this Agreement), weekend penalties and public holiday penalty payments.

19. Method of payment

- 19.1 Subject to clause 19.2, Employees will be paid fortnightly in arrears by electronic funds transfer.
- 19.2 An alternative method and timing of pay for an individual Employee may be used where agreed by NPARC and the Employee.

20. Salary sacrifice

- 20.1 Employees may elect to take part of their salary by way of salary sacrifice arrangement and opt for any additional superannuation contributions to be paid into a superannuation fund of their choice as long as the fund accepts payments by electronic funds transfer.
- 20.2 The salary of the Employee for the purpose of any allowance or payments which are directly related to the employee's salary shall be the pre-salary sacrifice rate of pay, that is, the salary set out in this Agreement and subsequently increased in accordance with this Agreement.
- 20.3 Notwithstanding sub-clause 20.1, the Employees may also participate in other/additional salary sacrifice arrangements including but not limited to rent, motor vehicles under a novated lease arrangement or other benefits provided the arrangements:
 - (a) comply with the Australian Taxation Office and Superannuation guidelines;
 - (b) result in no additional cost to the NPARC including but not limited to GST, FBT and administration; and
 - (c) any additional tax payable be deducted from the Employee's remuneration.
- 20.4 Subject to clause 20.2, NPARC and an Employee can agree in writing to such salary packaging benefits with any approved external Salary Packaging Service Provider.

20.5 Employees are strongly encouraged to seek financial advice on salary sacrificing and NPARC will not be responsible for the provision of any financial or taxation advice to an Employee in regard to any salary sacrifice proposal. Salary for superannuation and termination purposes for an Employee who has elected to contribute additional superannuation payments, shall be determined as if those arrangements did not exist.

21. Superannuation

- 21.1 Superannuation will be paid in accordance with the relevant legislative requirements.
- 21.2 The default superannuation fund to apply to all Employees is LGIAsuper currently trading as "Brighter Super" However, Employees may advise NPARC, in writing, of their choice to have NPARC's superannuation contributions paid into another superannuation fund as defined by the *Superannuation Guarantee* (Administration) Act 1992 (Cth).

PART C. CLASSIFICATION STRUCTURE AND ADVANCEMENT

22. Classification structure

- 22.1 Appendix 2 provides a link between the relevant Award classifications and the classifications included in this Agreement. Where there is any dispute about the correct classification for a position, the relevant Award will be used as the basis for determining the correct classification.
- 22.2 NPARC shall use their best endeavours to undertake a review of the current classification structure and to align it with the classification levels as prescribed within the relevant Awards as applicable to its Employees. NPARC and the parties bound by this Agreement undertake to work together to ensure the smooth transition of the classification structure to align with the relevant Award/s during the life of this Agreement. NPARC shall provide progress of this undertaking at the JCC meetings.
- 22.3 The parties agree to develop a new classification structure and when agreed implement the new structure.
- 22.4 The classification structure comprises of the following three bands:
 - (a) Band 1 operational Employees mostly undertaking transactional or operational activities which may require certificate-level qualifications.
 - (b) Band 2 Employees with supervisory and/or operational management responsibilities or who are undertaking administrative roles that require professional qualifications or higher-level skills; and
 - (c) Band 3 Employees with managerial responsibilities that include specialised experience and the requirement to exercise strategic tasks.
- 22.5 Band 1 comprises the following levels:
 - (a) **Level 1:**

(f)

Requirements:

- (i) Employees will have undertaken in-house training and induction/s relevant to their position.
 - (ii) Employees work under direction and guidance with clear instructions and within procedures and policies.

- (iii) Employees work within a team environment or individually as required under supervision.
- (iv) Employees progress to work that requires some skills and expertise who may be required to make decisions as a routine part of their work.
- (v) Employees develop interpersonal and communication skills to actively engage with members of the public, other team members and areas of NPARC with positive reflection on themselves and NPARC.
- (vi) Employees understand and have the ability to apply policies and procedures to their work area and understand work team objectives within the broader scope of NPARC's goals.

Skills and responsibilities – Employees covered by all Awards:

- (i) Basic administrative skills are required e.g., completing timesheets, incident reports, risk assessments.
- (ii) Responsible for ensuring quality in own work and work is to the level required by the supervisor, position description and NPARC goals and objectives as clearly defined by the supervisor.
- (iii) Employees carry out routine activities by applying basic skills and techniques within their knowledge and experience.
- (iv) Employees exercise judgement when planning their own work within the confines of position duties, extent of authority and supervisor guidance and direction.
- (v) Employees are able to verbalise understanding of their position/s and responsibilities on a day-to-day basis while applying relevant policies and procedures to work activities.

Additional skills and responsibilities – Employees covered by Stream B Award - Health, Sports and Fitness:

(i) Administration and operational duties as relevant to position and location e.g., reception duties, record keeping as required by NPARC, customer service, handyperson duties, handling monies, maintaining clean and tidy venue, gardening, and other duties within scope of experience and knowledge.

Additional skills and responsibilities – Employees covered by Stream B Award - Operational Services:

- (i) Skills obtained within first 12 months of service if new to industry.
- (ii) Plant / equipment operation as outlined by the Award.
- (iii) Operating small plant and machinery, hand tools and competently completes construction processes.

Additional skills and responsibilities – Employees covered by Stream C Award - Building Trades Services:

(i) Operating small plant and machinery, hand tools and competently completing construction processes.

(b) **Level 2:**

Requirements:

- (i) Employees who competently complete requirements of Band 1, Level 1.
- (ii) Employees mostly involved with work that requires a higher level of skill than expected of Employees in Band 1, Level 1.
- (iii) Employees who are normally required to make complex decisions that involve a range of options for consideration.

Skills and responsibilities – Employees covered by all Awards:

- (i) Competently complete skills and requirements of Band 1, Level 1.
- (ii) Skills required of Band 1, Level 2 positions are consistent with those normally associated with Certificate Level 3 competencies under the Australian Qualifications Framework.
- (iii) Assist lower-level positions with on-the-job training.
- (iv) Take responsibility for quality of own work including delivery on time and to required standard of position description.
- (v) Competently complete position duties under general supervision including self-directed work.
- (vi) Employees actively assist their supervisor/more senior employees to develop personally and professionally within position.

Additional skills and responsibilities – Employees covered by Stream B Award - Health, Sports and Fitness:

- (i) Successful completion of Certificate III qualification within fitness industry training package for progression to fitness instructor level 2 required.
- (ii) Additionally, progression to level 3 fitness instructor requires national accreditation with Fitness Australia plus Certificate III qualification within fitness industry training package.

(c) Level 3:

- (i) Employees mostly involved with work that requires a higher level of skill than expected of Employees in Band 1, Level 2 and who are normally required to make complex decisions that involve a range of options.
- (ii) Skills required of Band 1, Level 3 positions are consistent with those normally associated with Certificate Level IV competencies under the Australian Qualifications Framework. Band 1, Level 3 also includes Employees who work in a ganger or leading hand capacity with responsibilities for the work of other Band 1, Level 3 or lower-level Employees.

Requirements:

- (i) Employees who have completed and are competent in requirements for Band 1, Level 1 and 2.
- (ii) Employees mostly involved with work that requires a higher level of skill than expected of Employees in Band 1, Level 1.

Skills and responsibilities – Employees covered by all Awards:

- (i) Competently complete skills and requirements of Band 1, Level 1 and 2.
- (ii) Skills required of Band 1, Level 3 positions are consistent with those normally associated with Certificate Level IV competencies under the Australian Qualifications Framework.
- (iii) Band 1, Level 3 also includes Employees who work in a ganger or leading hand capacity hold responsibilities for the work of other Band 1, Level 3 or lower level Employees.
- (iv) Employees take initiative to continually improve work procedures through recommending production improvements to positions, decreasing operating costs to NPARC and streamlining processes.
- (v) Developing skills in effective staff supervision and take responsibility for functions within work area, self and other team members.
- (vi) Provide high level support to supervisor / senior staff in delivering NPARC objectives through position duties.

(d) **Level 4:**

Requirements:

- (i) Employees who have completed and are competent in requirements for Band 1, Level 1, 2 and 3
- (ii) Exercise judgment where procedures or policies are not clearly defined while considering impact to NPARC and reputation of outcomes from these decisions.
- (iii) Develop and implement procedures and policies to assist NPARC to effectively achieve objectives and goals.

Skills and responsibilities – Employees covered by all Awards:

- (i) Skills required of Band 1, Level 4 positions are consistent with those who have completed Certificate Level IV competencies under the Australian Qualifications Framework.
- (ii) This level can also include Employees who would normally be classified as Level 1, Level 3 but who have higher level skills and experience such that the higher classification is justified by NPARC.
- (iii) Competently complete skills and requirements of Band 1, Level 1, 2 and 3.

Additional skills and responsibilities – Employees covered by Stream A Award -:

- (i) Ability to solve complex problems utilising internal procedures, policies and relevant legislation, Codes of Practice, statutory requirements applicable to position and work team.
- (ii) Taking responsibility for scopes of work, project activities, objectives of work team with supervisor or senior staff within NPARC.
- (iii) Knowledge and capability to define NPARC departments and services actively promoting these to members of the public and upskilling other NPARC employees on own position and teams' objectives.
- (iv) Maintaining positive working relationships internally and externally to NPARC to achieve NPARC's goals and objectives.

Additional skills and responsibilities – Employees covered by Stream C Award:

(i) Employees who work as a tradesperson or in a role that requires qualifications or skills that are equivalent in nature to those of a tradesperson.

22.6 Band 2 comprises the following levels:

(a) **Level 1:**

- (i) Employees who are working in a supervisory requirement, or Employees who are working in a supervisory capacity that would normally be classified at a higher level, but who are still developing the full range of skills necessary to successfully supervise that function.
- (ii) Employees who are undertaking administrative functions that require high level skills and expertise, but who are new to the role.

Requirements:

- (i) Working within a supervisory role directed by NPARC under Stream A Award;
- (ii) Working within a NPARC directed supervisory capacity who are still developing their professional supervisory and responsibility skills to successfully meet their position requirements;
- (iii) Supervising less than four (4) employees who are engaged under Stream B or C of the Award who have limited operational supervisory requirements; or
- (iv) Engaging in specialist, expert or technical roles which require professional qualifications or higher-level skills than Band 1, Level 4.

Skills and responsibilities – Employees covered by all Awards:

- (i) Competently complete skills and requirements of Band 1, Level 4 and demonstrate a minimum of two (2) years' experience successfully and competently completing the position engaged by NPARC.
- (ii) Skills required of Band 2, Level 1 positions are consistent with those who have completed:

- (A) Diploma level qualifications under the Australian Qualifications Framework if engaged under Stream A; or
- (B) Diploma, Advanced Diploma, post trade or dual trade qualifications for Stream B or C.

Additional skills and responsibilities – Employees covered by Stream A Award - Administration, Technical, Supervisory) - (applied as applicable to the position or duties combined as directed by NPARC):

- (i) Completion of health or building inspections unassisted with responsibility to ensuring compliance with regulations, codes, and procedures.
- (ii) Ensuring plans, permits, applications comply with relevant Acts, codes, regulations, and standards including.
- (iii) Undertaking site inspection unassisted to determine compliance with appropriate legislation, regulations and codes.
- (iv) Completing computer programming, system development, maintenance, and implementation unassisted

(b) **Level 2:**

- (i) Employees who are supervising a function that involves more than four (4) Employees or, where the function involves up to four (4) Employees, the function requires more than limited supervision. To be classified at this level, the Employee must have demonstrated that they are capable of successfully applying the full range of supervisory responsibilities.
- (ii) Employees who are undertaking administrative functions that require high level skills and expertise and have demonstrated strong competency in their role.

Requirements:

Employees who are:

- (i) Deemed competent by NPARC in providing full supervisory to a team or function of four (4) or more employees under limited supervision by their direct supervisor; or
- (ii) engaged in specialist, expert or technical roles which require professional qualifications or higher-level skills than Band 2, Level 1.

Skills and responsibilities all streams:

- (i) Competently complete skills and requirements of Band 2, Level 1 and demonstrate a minimum of 12 months' experience in successfully and competently completing the position engaged by NPARC.
- (ii) Skills required of Band 2, Level 2 positions are consistent with those who have completed:

- (A) Diploma, university or equivalent qualifications under the Australian Qualifications Framework if engaged under Stream A; or
- (B) Diploma, Advanced Diploma, post trade or dual trade qualifications for Stream B or C.
- (iii) Employees take responsibility to exercise discretion within delegations to lead team and self to achieve department and team goals aligned with NPARC's operational and corporate strategy e.g. resource allocation, work plans and programs to achieve department objectives.
- (iv) Employees take responsibility to successfully provide more advanced advice and guidance to supervisor or senior officers which has been gained through delivering programs, work activities, operational services within their function.
- (v) Employees have extensive knowledge of statutory requirements relevant to work area and activities.
- (vi) Employees work within established work practices but are required to participate in continuous improvement opportunities and exercise initiative and judgement to develop and deliver effective and efficient work practices for NPARC with supervisor.
- (vii) Provide reports and recommendations to supervisor or senior officers relating to activities of work in compliance with NPARC's strategic and operational plans.

Additional skills and responsibilities – Employees covered by Stream A Award (Administration, Technical, Supervisory) - (applied as applicable to the position or duties combined as directed by NPARC):

- (i) Duties required to be completed to a higher level than Band 2, Level 1 as determined by NPARC.
- (ii) Promoting NPARC services to external clients through publicity and promotion programs including desktop publishing and computer operations in development of materials to level required by NPARC.
- (iii) Project planning including design, formulating, implementing policies and procedures to operate an internal or external service or program of works as aligned to NPARC goals and objectives.

Additional skills and responsibilities – Employees covered by stream B Award - Operational Services - (applied as applicable to the position or in combination as directed by NPARC):

- (i) Coordination of by-laws, monitoring and enforcement operations including provision of education of regulatory requirements to both internal and external clients.
- (ii) Assisting in the operation of sewerage treatment plant.
- (iii) Driving rigid, heavy trailer/combination, articulated or double articulated vehicle or low loader exceeding 42.5 tonnes GCM.

Additional skills and responsibilities – Employees covered by Stream C Award - Building Trades Services:

(i) A registered as a licensed plumber registered in accordance with Queensland Legislation or a Plumber or Licensed Drainer is applicable to commence at this level.

- (ii) Provides on the job training to other tradespersons, apprentices and trainees.
- (iii) Operates and maintains complex equipment and machinery across the workplace.

Additional skills and responsibilities – Employees covered by Stream C Award - Engineering and Electrical/Electronic Services:

- (i) Competently carries out duties using CAD / CAM in routine modifications and utilises trade skills not related to the employee's core trade.
- (ii) Exercises high precision trade skills and works within designated legislation, codes of practice and other regulatory frameworks to comply with Queensland Regulations.
- (iii) Applies:
 - (A) Advanced computer skills in welding, fabrication, cutting or machining;
 - (B) Advanced skills in maintaining machinery and equipment with complex electrical, electronic, mechanical or fluid power systems; or
 - (C) Advanced skills in maintaining machinery and equipment with complex mechanical, hydraulic and/or pneumatic circuitry and controls.
- (iv) Extensive technical knowledge and experience in drafting, planning and technical tasks including provision of extensive advice and guidance to supervisor or senior officers, if applicable to professional technical position.

(c) **Level 3:**

- (i) Employees who are supervising a complex function that requires a high level of technical proficiency and planning from the Employee.
- (ii) Employees undertaking a role that requires high level professional expertise requiring knowledge gained through a university or equivalent qualification.

Requirements:

Employees who are:

- (i) Deemed competent by NPARC in providing full supervisory to a team or function of four (4) or more employees under limited supervision by their direct supervisor; or
- (ii) Engaged in specialist, expert or technical roles which require professional qualifications or higher-level skills than Band 2, Level 2.

Skills and responsibilities – Employees covered by all Awards:

(i) Competently complete skills and requirements of Band 2, Level 2 and demonstrate a minimum of two (2) years' experience in successfully and competently completing the position engaged

by NPARC.

- (ii) Skills required of Band 2, Level 3 positions are consistent with those who have completed:
 - (A) University or equivalent qualifications under the Australian Qualifications Framework if engaged under Stream A; or
 - (B) Diploma, Advanced Diploma, post trade or dual trade qualifications for Stream B or C.
- (iii) Employees take responsibility to exercise discretion within delegations to manage team and self to achieve NPARC department and team goals and objectives to align with NPARC's operational and corporate strategy in conjunction with supervisor e.g., resource allocation, work plans and programs to achieve department objectives.
- (iv) Employees must demonstrate skills in successfully leading and mentoring a team where applicable and provide expert advice and assistance to supervisor internal and external clients or senior officers.
- (v) Employees will work within established work practices but are required to participate in continuous improvement opportunities and exercise initiative and judgement to develop and deliver effective and efficient work practices for NPARC.
- (vi) Employees are required to demonstrate sufficient skills in developing department or team budgets, procedures, policies with supervisor aligned to NPARC objectives and strategies.
- (vii) Employees must demonstrate successful negotiation and engagement skills with both internal and external clients in promoting and receiving support for NPARC services and programs.
- (viii) Employees have in depth knowledge of statutory requirements and can competently apply to their function and team activities.

Additional skills and responsibilities – Employees covered by Stream A Award - Administration, Technical, Supervisory - (applied as applicable to the position or duties combined as directed by NPARC):

(i) Duties required to be completed to a higher level than Band 2, Level 2 as determined by NPARC.

Additional skills and responsibilities – Employees covered by Stream B Award - Operational Services:

(i) Operation of sewerage treatment or water treatment plant.

Additional skills and responsibilities - Employees covered by Stream C Award - Building Trades Services:

- (i) A registered as a licensed plumber registered in accordance with Queensland Legislation or a Plumber or Licensed Drainer is applicable to progress to this level.
- (ii) Competently carries out duties using CAD/CAM in routine modifications and utilises trade skills not related to the employee's core trade.
- (iii) Exercises high precision trade skills and works within designated legislation, codes of practice

and other regulatory frameworks to comply with Queensland Regulations

Additional skills and responsibilities - Employees covered by Stream C Award - Engineering and Electrical/Electronic Services:

(d) **Level 4:**

- (i) Employees who have demonstrated a very high level of supervisory expertise and who are also involved in the management of the function.
- (ii) Employees undertaking a role that requires high level professional expertise requiring knowledge gained through a university or equivalent qualification and where the Employee has demonstrated a very high level of achievement.

Requirements:

Employees who are:

- (i) Deemed competent by NPARC in providing full supervisory to a team or function of four (4) or more employees who also are engaged in management of the NPARC function; or
- (ii) Engaged in specialist, expert or technical roles which require professional qualifications or higher-level skills than Band 2, Level 3.

Skills and responsibilities - Employees covered by all Awards:

- (i) Competently complete skills and requirements of Band 2, Level 2 and demonstrate a minimum of two (2) years' experience in successfully and competently completing the position engaged by NPARC.
- (ii) Skills required of Band 2, Level 4 positions are consistent with those who have completed:
 - (A) university or equivalent qualifications under the Australian Qualifications Framework if engaged under Stream A; or
 - (B) Diploma, Advanced Diploma, post trade or dual trade qualifications for Stream B or C.
- (iii) Taking responsibility to act and exercise initiative with limited direction from senior officers or supervisor to influence operational activities of function and team.
- (iv) Taking responsibility to exercise discretion within delegations to manage team and self to achieve NPARC department and team goals and objectives to align with NPARC's operational and corporate strategy e.g., resource allocation, work plans and programs to achieve department objectives.
- (v) Required to demonstrate sufficient skills in developing department or team budgets, procedures, policies for supervisor aligned to NPARC objectives and strategies.
- (vi) Taking responsibility to exercise discretion within delegations when providing expert advice to team including taking responsibility for decision making outcomes.
- (vii) Hold responsibility for negotiating with internal and external clients to successfully deliver

specialist programs and activities within, or external to NPARC e.g., contract negotiation for services.

22.7 Band 3 comprises the following levels:

(a) **Level 1:**

- (i) Employees who operate under limited supervision and exercise supervisory/managerial responsibilities and who have demonstrated specialist experience or knowledge.
- (ii) Employees at this level are required to undertake the control or coordination of their respective functions.
- (iii) Employees undertaking this role are required to have gained extensive knowledge and experience gained through university or equivalent, and where the Employee has demonstrated a very high level of achievement.
- (iv) Employees at this level are eligible for payment of overtime and penalty payment.

Requirements:

Employees who are:

- (i) Deemed competent by NPARC in providing full supervisory to a team or function of four (4) or more employees who also are engaged in management of the NPARC function; and
- (ii) Engaged in specialist, expert or technical roles which require professional qualifications and higher-level skills than Band 2, Level 4.

Skills and responsibilities - Employees covered by all Awards:

- (i) Competently complete skills and requirements of Band 2, Level 4.
- (ii) Skills required of Band 3, Level 1 positions are consistent with those beyond a degree such as post-graduation studies or dual degrees under the Australian Qualifications Framework.
- (iii) Employees hold overall people management responsibility of team or function and work output while acting and exercising within confines of division/corporate policies and limited direction from senior officers.
- (iv) Employees take overall resource management for team or function in developing department or team budgets, procedures, policies for senior officers aligned to NPARC objectives and strategies.
- (v) Employees take overall management responsibility in the provision of expert advice to team and senior officers including taking responsibility for decision making outcomes of team.
- (vi) Employees at this level are eligible for payment of overtime and penalty payment.

(b) **Level 2:**

(i) Employees who operate under limited supervision and exercise supervisory/managerial

- responsibilities and who have demonstrated specialist experience or knowledge.
- (ii) Employees at this level are required to undertake the control or coordination of their respective functions.
- (iii) Employees undertaking this role are required to have gained extensive knowledge and experience gained through university or equivalent and where the Employee has demonstrated a very high level of achievement.
- (iv) Employees at this level are paid an additional amount into their salary in lieu of any entitlement to claim overtime and penalty payment, excluding recall to duty under clause 43 of this Agreement.
- (v) Employees at this level would be allowed to utilise the TOIL provisions under clause 51 of this Agreement.

Requirements:

Employees who are:

- (i) Deemed competent by NPARC in providing full supervisory to a team or function of four (4) or more employees who also are engaged in management of the NPARC function; and
- (ii) Engaged in specialist, expert or technical roles which require professional qualifications and higher-level skills than Band 3, Level 1.

Skills and responsibilities all streams:

- (i) Competently complete skills and requirements of Band 3, Level 1.
- (ii) Skills required of Band 3, Level 2 positions are consistent with those beyond a degree such as post-graduation studies or dual degrees under the Australian Qualifications Framework.
- (iii) Employees hold overall management responsibility for multi-function activities and expert advice across various departments of NPARC.
- (iv) Employees take significant responsibility for impact to NPARC in relation to policies and programs delivered by NPARC impacting internal and external clients.
- (v) Employees are held responsible for policy matters and funding while working directly with external clients such as Queensland Audit Office, Department of Local Government etc.
- (vi) Employees at this level are paid an additional amount into their salary in lieu of any entitlement to claim overtime and penalty payment, excluding recall to duty under clause 43 of this Agreement.
- (vii) Employees at this level would be allowed to utilise the TOIL provisions under clause 51 of this Agreement.

23. Movement between Classification Levels and Reclassification

23.1 Movement between classifications

- (a) Movement between classification levels will depend upon the position's requirements, yearly performance appraisals/reviews, any additional skills acquired by the Employee since being on the classification and the availability of higher classification level positions within NPARC.
- (b) Classifications and progression referred to in this clause are in accordance with the classification structure as stipulated within this Agreement under clause 22.
- (c) Notwithstanding the provisions of this clause, NPARC reserves the right to recruit employees through a merit-based system to fill any job vacancies.

23.2 Reclassification

- (a) An Employee may make a request for reclassification to the CEO at any time where the Employee's position has been restructured or re-organised, or as a result of a substantive change in the position initiated by NPARC or if it is identified by an Employee or NPARC that an Employee is required by NPARC to perform duties on a regular basis that are of a higher classification.
- (b) Subject to making a request as mentioned within the above sub-clause 23.2(a), the Employee will receive written notification that their application has been received within seven (7) days of making such request.
- (c) The reclassification procedure shall not exceed a period of eight (8) weeks from the date of the submission of a request for reclassification.
- (d) Subject to clause 23.2 (a), if the classification review results in a position being classified at a higher level, the Employee shall be paid at that higher classification level from the date on which the review request was submitted. Where there is evidence provided to NPARC, that would satisfy a reasonable person, that the Employee has been undertaking the majority of duties and responsibilities of the higher classification level for a longer period of time, then NPARC shall pay the Employee at the higher classification level from the date such duties and responsibilities were being performed. Any such back-payment shall be for a maximum period of six (6) years prior to the date the classification review request was submitted.
- (e) An Employee may request a Union or other representative to represent them throughout the process as outlined in the clause above.

24. Conversion of Casual Employees

- 24.1 NPARC is committed to maximising employment opportunities for casual Employees.
- 24.2 Subject to clause 24.1, a casual Employee, upon being notified by NPARC at the completion of six (6) months' continuous service with NPARC, may request to have their employment converted to full-time or part-time, if it could be reasonably expected that their employment will continue, and there is an ongoing business need and/or when there have been regular and systematic hours of engagement.
- 24.3 Each Employee's average hours of engagement in the six (6) months, prior to an application for conversion under clause 24.2, shall be used to determine the type of permanent employment considered (i.e. full-time or

part-time).

24.4 This process is subject to the approval of the CEO or delegated officer and the Employee shall not be unreasonably denied their application for conversion of casual employment into permanent employment. Where such a request for conversion is refused, the Employee will be provided with reasons for such refusal.

PART D. CODE OF CONDUCT

25. Code of Conduct

The parties recognise that there is a strong commitment from all Employees to appropriate standards of behaviour to apply in the workplace. The standard of behaviour expected of all Employees is detailed in NPARC Code of Conduct.

PART E. ALLOWANCES

26. General

26.1 The allowances set out under this Agreement are comprehensive and will cover all allowances payable to NPARC's Employees and are in substitution of any allowances otherwise set out under the Parent Awards. All allowances payable under this Agreement (except for the Locality Allowance) shall be adjusted annually in the same manner stipulated in clauses 14.1(d), 14.1(e), 14.2 and 14.3 of this Agreement.

27. Single Industry Allowance

- 27.1 Subject to clause 27.2, an allowance of \$0.55 per hour worked shall be paid to Employees in recognition of the potential discomfort arising from the working environment in the local government industry which would have otherwise entitled them to claim other allowances under the relevant Award.
- 27.2 The allowances under this clause 27.2 shall be payable to the Employees covered by:
 - (a) Division 2, Section 5 (Operational Services) of Stream B Award; and/or
 - (b) Division 2, Section 1 (Building Trades Services) of Stream C Award; and/or
 - (c) Division 2, Section 2 (Engineering and Electrical/Electronic Services) of Stream C Award.
- 27.3 The allowance under this clause 27 shall also be payable to Employees covered by Division 2, Section 1 (Administrative, clerical, technical, professional, community service, supervisory and Managerial) of Stream A Award whilst engaged in supervising the workers described in clause 27.2.

28. Live Sewer Allowance

- 28.1 An Employee who is required to undertake live sewer work (as defined by the relevant provision in Division 2 Section 5 (Operational Services) of Stream B Award) shall be paid at the rate of time and one-half for the time engaged in such work with a minimum payment as for four (4) hours.
- 28.2 Live sewer work means work carried out where there is direct aerial connection with a sewer through which sewerage is flowing and work in connection with septic tanks and cleaning of anything that is contaminated with sewerage.

28.3 Notwithstanding clauses 28.1 and 28.2, Employees claiming the live sewer allowance are not entitled to claim the work under unpleasant conditions allowance provided under clause 39 of this Agreement.

29. Refuse Collection Allowance

Drivers of rubbish vehicles and their assistants primarily engaged in the collection of refuse shall be paid an additional \$3.05 per hour whilst directly engaged in refuse collection work.

30. Rubbish dumps Allowance

An employee engaged on the filling in, grading and control of fires on rubbish dumps, and thereby being exposed to dirty conditions, dust, wetness and noxious fumes, shall be paid an additional allowance of \$35.65 per week which shall be treated as part of the ordinary weekly wage for all purposes of this Award.

31. Toilet Cleaning Allowance

An Employee who is required to clean toilets during the normal course of their employment, shall be entitled to be paid an allowance of \$2.22 per day.

32. Environmental Allowance

Employees who are regularly required to work outdoors and are, as a result, affected by adverse climatic conditions shall be paid an additional allowance of \$35.38 per week.

33. Dead animal allowance

- 33.1 Any Employee who while performing their ordinary course of work is required to remove a dead animal, other than horse and/or cattle, shall be paid an allowance of \$5.00 per day whilst so engaged.
- 33.2 Subject to clause 33.1, Employees claiming the allowance must provide NPARC's payroll department with evidence of encountering such dead animals while performing their ordinary course of work.

34. Camp Allowance

- 34.1 A camp allowance of \$72.25 per night shall be paid to Employees who are required and accept to stay the night at camp accommodation where food is not provided.
- 34.2 A camp allowance of \$117.97 per night shall be paid to Employees who are required and accept to stay the night at a "rough camp". "Rough camp" for the purpose of this clause shall mean where Employees are not provided with camp accommodation or food and are required to spend the night in a tent or a swag.

35. First Aid Allowance

- 35.1 Where an Employee possesses a current First Aid Certificate and is appointed by the CEO as a First Aid Officer for NPARC, he or she shall be paid a First Aid Allowance of \$4.35 per day.
- 35.2 NPARC shall pay the costs involved with obtaining a First Aid qualification where that Employee is subsequently appointed as a First Aid Officer and the costs involved with renewing or maintaining a First Aid qualification by an appointed First Aid Officer. Attendance at such training will be during paid work time.

36. Health and Safety Representative Allowance

- 36.1 Where an Employee is appointed as a Health and Safety Representative, has successfully completed required training for the role and is performing the role satisfactorily, he or she shall be paid a Health and Safety Representative Allowance of \$29.93 per week.
- 36.2 The allowance paid under clause 36.1 is not payable to an Employee whose primary role is as a Health and Safety Officer.
- 36.3 Subject to clause 36.1, where it is determined by NPARC that the workplace is a high-risk environment given the nature and circumstances of work, NPARC shall endeavour to appoint and assign one (1) Health and Safety Representative for every 10 Employees, whereas, when it is identified by NPARC that the workplace is a low-risk environment, it shall endeavour to appoint and assign one (1) Health and Safety Representative for every 50 Employees.
- 36.4 Subject to clause 36.3, NPARC and Union Representatives shall work together in assigning risk to each work group and ensuring the ratio of Health and Safety Representative within each work group is maintained. A HSR report shall also be presented at the JCC meetings to ensure implementation of subclause 36.3.

37. Synthetic fluids Allowance – Stream C Award Employees

- 37.1 Employees who are qualified and accredited mechanics/fitters who are, in their day-to-day duties, exposed to synthetic oil fluids and coolants in the maintenance and repair of:
 - (a) Power steering units; or
 - (b) breaking systems; or
 - (c) automatic transmissions; or
 - (d) Air conditioning units.

shall be paid an allowance of \$4.00 per day whilst so engaged.

38. Trade Licenses' Allowance – Stream C Award Employees

- 38.1 An Employee who is required by law to hold any Regulatory Trade License for the ordinary performance of their role at the NPARC shall be paid \$25.00 per week.
- 38.2 An Employee receiving this allowance as provided under clause 38.1 shall not receive any additional costs for renewing or maintaining the license for the ordinary performance of their role.

39. Work under unpleasant conditions Allowance

- 39.1 An Employee who works in a workshop and is required to perform any work at a refuse station or sewage plant shall be paid a disability allowance loading of 50% of their loaded rate for all time spent working at either site.
- 39.2 An Employee who works in a workshop required to perform work on any plant and machinery from or associated with refuse stations or sewage plants that has not been completely cleaned and sanitised shall be

paid a disability allowance loading of 50% of their loaded rate for all time engaged on that job.

40. Private Vehicle Usage

- 40.1 Where approved by the CEO (or the person designated by the CEO) and where an Employee requests, in writing, to use their private vehicle to travel to and from one work location to another work location, in the normal course of performing their ordinary duties, the Employee shall be entitled to claim cents per kilometer travelled in accordance with the ATO car expenses guidelines.
- 40.2 Notwithstanding clause 40.1, NPARC shall continue to provide the Employees, where possible and practicable, with NPARC's vehicles to travel to and from one work location to another work location, in the normal course of performing their ordinary duties.
- 40.3 The payment stipulated in clause 40.1 shall not apply to travel between the Employee's home and a work location except where the Employee uses their private vehicle to travel between their home and work location which is either at the Airport or the Jardine Ferry.

41. Meal allowance

An Employee required to work more than two (2) hours overtime on a normal working day, shall be paid a meal allowance of \$15.79.

42. On Call/Availability Allowance

42.1 An Employee directed to remain on call during any day or night outside their ordinary working hours shall be paid in accordance with the below table for each day and/or night during which the Employee remains on call:

Days required to be on call	On	Call
	Allowance	•
Monday to Friday	\$40 per da	y
Saturday	\$47.50 per	day
Sunday and public holiday	\$60 per day	

- 42.2 In addition to the allowance paid under clause 42.1, Employees shall be entitled to receive penalty rates in accordance with the overtime provisions in clause 49 of this Agreement for the actual time worked if they are required to report for duty.
- 42.3 Subject to clause 42.1, an Employee whose period of standby for afterhours work includes or coincides with a Public Holiday, shall have added to the Employee's annual leave entitlement, one (1) day for each such holiday on which such Employee is required to be on standby. Annual Leave loading shall not accrue on such annual leave entitlements accrued by virtue of this clause.
- 42.4 Employees directed to remain on call must be able to be contacted and to report fit for duty within 30 minutes.

43. Recall to duty (Call-out)

43.1 An Employee who is recalled to duty, whether or not in receipt of the on-call allowance paid under clause 42, shall be entitled to a minimum payment equivalent to four (4) hours at the applicable rate for the first call out. The minimum payment shall only apply to the first call out on any given day. Any subsequent call

- outs on the same day will be paid as actual time worked in 15-minute increments, at the applicable overtime rate.
- 43.2 Notwithstanding clause 43.1, an Employee at Band 3, Level 2 who is recalled to duty, whether or not in receipt of the on-call allowance paid under clause 42, shall be entitled to a minimum payment equivalent to one (1) hour at the applicable rate for the first call out. The minimum payment shall only apply to the first call out on any given day. Any subsequent call outs on the same day will be paid in accordance with NPARC policy as actual time worked in 15-minute increments, at the applicable overtime rate.
- 43.3 If an Employee is called out but does not leave home to attend to the situation e.g. handled by phone or via a computer, they will be paid a minimum of thirty minutes at the applicable rate for the first call out on any given day. Any subsequent call outs on the same day will be paid actual time worked in 15-minute increments, at the applicable overtime rate.

44. Locality Allowance

- 44.1 NPARC will equally pay all Employees covered by this Agreement a locality allowance under the terms of clause 44.2 of this Agreement.
- 44.2 The locality allowance payable to Employees shall be staggered over the term of this three (3) year Agreement as follows:

Fortnightly allowance Full Rate	Fortnightly allowance Half Rate	Timing of payment
\$104.10	\$52.05	The 1 st pay period following certification of the Agreement
\$208.2	\$104.10	The 1 st pay period following the 1 st anniversary of certification of the Agreement
\$312.30	\$156.15	The 1 st pay period following the 2 nd anniversary of certification of the Agreement

- 44.3 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.
- 44.4 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 44, shall also be entitled to half rate of the locality allowance, irrespective of whether the Employee has a dependent.

45. Burial Allowance

- 45.1 During the life of this Agreement, where an Employee is required to perform an undertaking service during normal working hours as part of their employment with NPARC, the Employee shall be paid a Burial Allowance of \$100 for each undertaking service as described below:
 - (a) Employees digging a grave shall be paid \$100 allowance for such work;
 - (b) Employees interring a body shall be paid \$100 allowance for such work;
 - (c) Employees who engage both in digging a grave and interring a body shall be paid \$200 for such work.

- 45.2 Subject to clause 45.1, where more than one Employee performs the same service for which the Burial allowance is claimable, each such Employee shall be entitled to claim the Burial allowance whilst so engaged.
- 45.3 Where an Employee is required to perform an undertaking service outside of his or her normal working hours, the Employee shall be paid in accordance with overtime provisions set out in this Agreement. Where this is the case, the Employee shall not be entitled to the Burial Allowance provided for in clause 45.1.
- 45.4 Where part of the undertaking service is undertaken during normal working hours and part is undertaken outside of normal working hours, the Employee shall be paid higher of the Burial Allowance or the overtime value of the work undertaken outside of normal working hours.
- 45.5 The Burial Allowance will not be payable where the primary role of the Employee is to perform undertaking services.

PART F. HOURS OF WORK

46. Ordinary Hours of Work

Employees Covered by Stream A Award

- 46.1 Subject to Clause 46.2, Full-time Employees shall work an average of 36.25 Ordinary Hours per week, or an average of 72.5 Ordinary Hours per fortnight.
- 46.2 Full-time Employees covered by Stream A Award, who supervise others who are covered by Stream B or Stream C Awards, shall work and be paid for 7.6 hours per day, or an average of 38 hours per week, or 76 hours per fortnight. For the purpose of calculating the ordinary hourly rate of such supervisors, the divisor used shall be 36.25 at their base hourly rate. This hourly rate shall also be used to calculate and accrue all leave entitlements.
- 46.3 The additional 1.75 hours per week worked by an Employee in accordance with clause 46.2, shall be paid as overtime. For the purpose of calculating the overtime rate, the divisor used shall be 36.25 of their ordinary hourly rate. This base rate of pay, Single Industry Allowance and overtime combined become the annualised rates for such supervisors.
- 46.4 Ordinary Hours of Work must not exceed ten (10) hours on any day.
- 46.5 Ordinary Hours of Work must not be worked on more than ten (10) days in any fortnight and on no more than six (6) consecutive days.

Employees Covered by Stream B and Stream C Awards

- 46.6 Full-time employees shall work an average of 38 Ordinary Hours per week, or an average of 76 Ordinary Hours per fortnight.
- 46.7 Ordinary hours of work must not exceed ten (10) hours on any day.
- 46.8 Ordinary hours must not be worked on more than ten (10) days in any fortnight and on no more than six (6) consecutive days.
- 46.9 Notwithstanding Clause 46.8, Employees working at the Jardine Ferry must not be required to work their

Ordinary Hours on more than ten (10) consecutive days in any fortnight.

47. Span of Ordinary Hours

- 47.1 The span of ordinary hours in which an Employee may be required to work is:
 - (a) For Employees working in a retail shop, 7:00 am to 8:00 pm, Monday to Friday;
 - (b) For Employees working in Home and Community Care, 6:00 am to 8:00 pm, Monday to Friday; and
 - (c) For all other Employees, 6:00 am to 6:00 pm, Monday to Friday.

48. Rostered days off

- 48.1 The CEO may agree to Rostered Day Off (RDO) arrangements for an individual Employee or a group of Employees where the majority of Employees affected are in agreement.
- 48.2 To accrue one RDO a fortnight:
 - (a) An Employee covered by Division 2 Section 1 of Stream A Award, other than supervisors supervising Stream B and C Award Employees, shall work 8 x 8 hour days and one x 8.5 hour day per fortnight.
 - (b) An Employee covered by Stream B and C Awards, and their Supervisors who are covered by Stream A Award, shall work 8 x 8.5 hour days and one x 8 hour day per fortnight.
- 48.3 Where RDO arrangements are implemented, the following will apply:
 - (a) Managers and supervisors, in consultation with each other and with staff, will prepare a monthly roster for all staff that ensures business services are not interrupted.
 - (b) Unless otherwise agreed with the CEO, Employees may bank a maximum of five (5) RDOs per year. For the sole purpose of utilising during the Christmas/New year Closure at clause 65 the Employees may bank an additional three (3) RDOs per year.
 - (c) All banked RDOs in excess of one (1) day will be available for utilisation by an Employee subject to:
 - (i) An Employee making a written request to be approved by their manager with at least one (1) week's notice; and
 - (ii) Before approving a request for utilising a RDO by an Employee, the Manager must ensure that NPARC's operations and services will not be interrupted or rendered less efficient or more costly.
 - (d) If an Employee has a scheduled RDO in place and is required to work on that scheduled RDO, NPARC may request the Employee to work on the RDO by giving the Employee two (2) days' notice. An Employee may decline a request to work on a scheduled RDO.
 - (e) Subject to clause 48.3(d), an Employee who is required and accepts to work on a scheduled RDO, may elect to be paid for working on that day at overtime rate, or have such RDO re-allocated to a mutually agreeable day without attracting penalty rates and be paid for work performed on that day

at ordinary time.

- (f) Before approving the utilisation of RDOs, each Manager of each work group will take into consideration the operational needs to ensure that continuity of services provided by NPARC is not negatively affected by the accessing of the RDO.
- 48.4 RDO arrangements may be cancelled by the CEO, subject to providing the affected Employees with at least four (4) weeks' notice and following the appropriate consultation process as stipulated in this Agreement.
- 48.5 RDOs shall not accrue whilst the Employee is on any period/s of leave.

49. Overtime

- 49.1 An Employee may be required to work reasonable overtime, upon prior approval by the CEO or the delegated officer.
- 49.2 All Work performed outside of the Ordinary Hours of Work, shall be paid as follows:

(a) Employees covered by Stream A Award

- (i) Overtime performed on a Monday to Friday shall be paid at the rate of time and one-half.
- (ii) Overtime performed on a Saturday or a Sunday shall be paid at the rate of double time with a minimum payment as for three (3) hours.
- (iii) Overtime performed on a public holiday shall be paid at the rate of double time.

(b) Employees covered by Stream B and C Awards

- (i) Overtime performed on a Monday to Friday shall be paid at the rate of time and one-half with a minimum of three (3) hours and double time thereafter.
- (ii) Overtime performed on Saturday shall be paid at the rate of time and one-half for the first three (3) hours and double thereafter, with a minimum payment as for three (3) hours' work. The Employee is not entitled to a minimum payment in respect of each separate period of overtime; and
- (iii) Overtime performed on a Sunday and public holiday shall be paid at the rate of double time with a minimum payment as for three (3) hours' work. The Employee is not entitled to a minimum payment in respect of each separate period of overtime.
- 49.3 A casual Employee shall be entitled to the overtime payments stipulated in clause 49.2 if required to work more than 7.25 or 7.6 consecutive hours on any day or more than 36.25 or 38 hours in any week (whichever is applicable under the Award/s).
- 49.4 Notwithstanding clauses 49.1 to 49.3, overtime is not payable to Employees classified at Band 3 Level 2. Instead, these Employees are eligible to access the TOIL provisions under clause 51 of this Agreement.

50. Penalty payments

50.1 Penalty payments provided under clause 50 of this Agreement shall apply for work performed outside the

- span of Ordinary Hours of Work stipulated in clause 46 of this Agreement and to the exclusion of the Overtime provision stipulated in clause 49 of this Agreement.
- 50.2 An Employee shall be entitled to the following penalty payments, in addition to their ordinary base rate of pay, which will apply to those hours worked outside of the span of Ordinary Hours only:

Day	Time	Retail Shop	Home and Community Centre
Monday to Friday	Before 07:00 am and after 08:00 pm	50%	
	8:00 pm to 11:00 pm		50%
	11:00 pm to 6:00 am		100%

50.3 Notwithstanding clauses 50.1 and 50.2, Penalty Payments are not payable to Employees classified at Band 3 Level 2. Instead, these Employees are eligible to access the TOIL provisions under clause 51 of this Agreement.

51. Time Off in Lieu

- 51.1 Upon mutual agreement between the Employee and NPARC, Employees, may elect that instead of payment for overtime to have that time accrued as Time Off in Lieu (TOIL).
- 51.2 Upon an Employee's request, NPARC shall make available to the Employee, the Employee's salary and attendance records clearly specifying whether overtime is paid at the overtime rate or accrued as TOIL. The accrued TOIL balance will be recorded on the Employee's payslip.
- 51.3 TOIL shall be accrued and taken on a time for time basis. Where the Employee elects to have TOIL for working on a public holiday, the TOIL balance shall accrue at the same rate applicable at the public holiday.
- 51.4 The taking and payment of approved TOIL shall be subject to the following:
 - (a) An Employee may bank up to an equivalent of three (3) days of TOIL in any three (3) month period.
 - (b) An Employee who does not utilise their banked TOIL in the three (3) month period, will have their banked TOIL paid out at the applicable overtime rate.
 - (c) An application for the utilisation of TOIL made under clause 51.3 shall not be unreasonably refused.
 - (d) NPARC may direct Employees to utilise banked TOIL upon giving 14 days' written notice.

52. Fatigue Management

- 52.1 An Employee is entitled to a minimum of ten (10) consecutive hours off duty between finishing work on any day and commencing work on the following day.
- 52.2 Where for operational reasons, the Employee is recalled to work, and performs overtime, resulting in the Employee not receiving the ten (10) consecutive hours off duty immediately preceding the commencement of work on the following day, the Employee will be released from duty after the completion of such overtime

- until they have had ten (10) consecutive hours off duty without loss of pay.
- 52.3 If an Employee is directed to resume duties or continue to work without having had ten (10) hours off duty, the Employee shall be paid for all work performed at double time until the required break has been taken.
- 52.4 Overtime worked by an Employee recalled to duty who performs work for less than two (2) hours on any such recall outside of the hours 10 pm to 4 am, will not be entitled to ten (10) consecutive hours off duty for the purpose of the Fatigue Management clause. Where an Employee has single or multiple callouts, irrespective of the duration, between the hours of 10.00 pm and 4.00 am, the Employee will be entitled to ten (10) consecutive hours off duty without loss of pay at the completion of the last callout.

53. Multi-Engagements

- 53.1 An Employee may request to work additional hours, in a secondary work engagement/role to their substantive position where the following conditions exist:
 - (a) The secondary position/role is covered by a different Award, or a different section/division of the same Award, as their substantive position; and
 - (b) The secondary work engagement/role is on a Part-Time or Casual basis; and
 - (c) Where such a secondary work arrangement exists, it must be by mutual agreement in writing.
- 53.2 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.
- 53.3 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.
- 53.4 Fatigue management shall be considered when allowing an Employee to work a Secondary Engagement on a case-by-case basis.

54. Split shifts

- 54.1 An Employee may be required to work split shifts. A split shift is one that includes a break of more than two (2) hours on any day.
- 54.2 Where an Employee is required to work a split shift, each part of the split shift must be at least two (2) hours in length.
- 54.3 An Employee working split shifts will be paid an additional amount equivalent to 15% of the applicable rate for each day involving a split shift.

PART G. LEAVE

55. Annual Leave

- 55.1 Full-Time Employees, other than casuals, shall accrue Annual Leave at the rate of five (5) weeks (25 days) per annum. Part-Time Employees shall accrue Annual Leave on a pro-rata basis.
- 55.2 Full-Time Employees covered by Stream A Award, other than supervisors supervising Stream B and C Award Employees, shall accrue five (5) weeks of Annual Leave per annum (calculated at the accrual rate of 7.25 hours per day). Annual Leave taken by an Employee shall be paid at the rate stipulated under this sub-clause.
- 55.3 Full-Time Employees covered by Stream B and Stream C Awards and their Supervisors covered by Stream A Award, shall accrue five (5) week of Annual Leave per annum (calculated at the accrual rate of 7.6 hours per day). Annual Leave taken by an Employee shall be paid at the rate stipulated under this sub-clause.
- 55.4 Leave shall be taken at a time mutually agreeable to the CEO (or the delegated officer) and the Employee concerned, and it may be taken as a single day.
- 55.5 The CEO (or the delegated officer) may approve a period of Annual Leave where an Employee has available credits, subject to operational requirements.
- 55.6 Where an Employee is ill while on Annual Leave for at least two (2) days and the illness is supported by a medical certificate, the Employee may be entitled to apply for the period of the illness to be taken as Sick Leave and for the corresponding period of Annual Leave to be re-credited to their Annual Leave balance.
- 55.7 Employees may accumulate a maximum of ten (10) weeks Annual Leave in their balance.
- 55.8 However, if any Employee has accumulated over ten (10) weeks of Annual Leave at the time of implementation of this Agreement, the Employee is to reduce the accumulated Annual Leave to ten (10) weeks within 12 months by taking Annual Leave at a time or times that are mutually agreeable between the CEO and the Employee.

56. Cashing out of Annual Leave

- 56.1 Employees may make an application to NPARC to cash out a portion of their Annual Leave which means that an Employee shall be paid an amount equal to the period for which annual leave is being cashed out instead of taking it as a period of absence inclusive of leave loading.
- 56.2 An application made under the above-mentioned clause 56.1 shall be in writing and by mutual agreement only. While considering the application from an Employee for cash out, NPARC shall amongst other factors give regard to the following:
 - (a) If the cashing out of annual leave is conducive to the Employee's health and wellbeing, and a commitment to work/life balance;
 - (b) The history of leave and TOIL taken by the Employee over a relevant period of time;
 - (c) The reason that the employee has accrued sufficient annual leave to be eligible to cash out a portion of their leave;
 - (d) If leave management and workload management plans are in place;
 - (e) The nature of the Employee's role;

- (f) Alignment with other NPARC policies and procedures, i.e. fatigue management, workplace health and wellbeing;
- (g) The appropriateness of approving an application while an Employee is on a higher duties or secondment arrangement (if applicable). It is not acceptable to cash out previously accrued annual leave in their substantive position at the higher duties' payment level.
- 56.3 Notwithstanding clause 56.1, an Employee requesting to cash out Annual Leave must maintain a balance of five (5) weeks.
- 56.4 Neither Annual Leave shall accrue, nor annual leave loading be payable for such period of cashed out annual leave.

57. Personal/Carer's Leave

- 57.1 Personal/Carer's Leave is provided for in the relevant Award and the QES and shall apply to all Employees other than casuals.
- 57.2 For Full-Time Employees covered by Stream A Award, Personal/Carer's leave shall accrue at the rate of one (1) day per month in the first year of service and 15 days per year in the second and subsequent years of service. Part-Time Employees shall accrue Personal/Carer's Leave on a pro-rata basis.
- 57.3 Subject to clause 57.2, Full-Time Employees covered by Stream A Award (other than Supervisors supervising Employees covered by Stream B and C Award), shall accrue 15 days of Personal/Carer's Leave per annum (calculated at the accrual rate of 7.25 hours per day). Personal/Carer's Leave taken by an Employee shall be paid at the rate stipulated under this sub-clause.
- 57.4 Subject to clause 57.2, Supervisors covered by Stream A Award who supervise Employees covered by Stream B and C Awards), shall accrue 15 days of Personal/Carer's Leave per annum (calculated at the accrual rate of 7.6 hours per day). Personal/Carer's Leave taken by an Employee shall be paid at the rate stipulated under this sub-clause.
- 57.5 Employees covered by 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 Personal/Carer's leave in the first 12 months of continuous service with the Council.
- 57.6 Employees covered by Stream B and Stream C Awards, who have completed 12 months of service, shall accrue Personal/Carer's leave as follows:
 - (a) Up to 13 days of Personal/Carer's leave per annum (calculated at the accrual rate of 7.6 hours per day) from the first pay period following certification of this Agreement.
 - (b) Up to 14 days of Personal/Carer's per annum (calculated at the accrual rate of 7.6 hours per day) from the first pay period following the first anniversary of certification of this Agreement.
 - (c) Up to 15 days of Personal/Carer's per annum (calculated at the accrual rate of 7.6 hours per day) from the first pay period following the second anniversary of certification of this Agreement.
- 57.7 An Employee may access their Personal/Carer's Leave for the purpose of caring for an immediate family or household member:

- (a) Who is sick and requires the Employee's care and support; or
- (b) Who requires care due to an unexpected emergency.
- 57.8 The entitlement to Personal/Carer's Leave will be extended to members of an Employee's household who had a similar relationship of that of an immediate family member. For the removal of doubt, the entitlement under this clause extends beyond the definition of immediate family under the QES.
- 57.9 Notwithstanding clauses 57.3 and 57.4, an Employee may access up to two (2) days of additional paid leave per annum, which will be considered as Personal/Carer's Leave, for any Reproductive Health issues.
- 57.10 Personal/Carer's Leave will not be accrued during any periods of unpaid leave or unauthorised absence.
- 57.11 Where an Employee receives workers' compensation benefits for a period during which he or she received paid Personal/Carer's Leave, the Employee shall repay the amount paid for that period and NPARC will recredit that Personal/Carer's Leave to the Employee's balance.
- 57.12 An Employee who is absent from work due to illness or injury must provide prompt notification to the immediate supervisor. Payment for any absence on Personal/Carer's 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 or other evidence of illness satisfactory to NPARC.
- 57.13 Failure to notify the supervisor or provide the required medical evidence in accordance with clause 57.12 will result in the absence being considered an unauthorised absence and the Employee will not be entitled to be paid for that absence.
- 57.14 Where sick leave is excessive and establishes a pattern, the CEO may request a medical certificate on every occasion of absence on sick leave.
- 57.15 The requirement for medical evidence under clause 57.14 shall cease after six (6) months, unless the sick leave remains to be excessive and/or continues to form a pattern.
- 57.16 Unused Sick Leave credits will accumulate from year to year without limit but will not be paid out on termination of employment.

58. Long Service Leave

- 58.1 All Employees shall be entitled to accrue and access long service leave in accordance with the relevant provisions of the Act. This clause supplements the entitlements under the Act.
- 58.2 Employees who complete ten (10) years of continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.
- 58.3 Notwithstanding clause 58.2, Employees who complete seven (7) years of service may access any accrued long service leave on full pay upon approval by the CEO (or the person as designated by the CEO).
- 58.4 NPARC acknowledges the valuable contribution of long-term Employees. An Employee who has more than seven (7) but less than ten (10) years continuous service is entitled to a proportionate payment of the long service upon termination of employment. Payment under this clause does not apply where the termination of employment was because of the Employee's serious misconduct, capacity, or performance.

- 58.5 Portability of long service leave entitlements is provided for in Chapter 8, Part 3, Division 2 of the *Local Government Regulation 2012*.
- 58.6 Subject to NPARC's ability to provide services not being adversely affected, it is agreed that the CEO (or the person as designated by the CEO)will approve longer periods of long service leave on half pay.
- 58.7 An Employee may request to be paid for all or part of their entitlement to long service leave instead of taking the leave by agreement in writing. However, the Employee may only request the payment of long service leave instead of taking the leave on two (2) occasions per calendar year.
- 58.8 A request for payment of long service leave made in accordance with clause 58.7 shall comply with the following conditions:
 - (a) Such request by the Employee shall be made in writing to the CEO (or the person as designated by the CEO);
 - (b) The request shall be accompanied by such details and/or evidence explaining the indicated financial hardship and/or compassionate reasons for the payment. This personal information shall be kept confidential and shall be shared only with the persons who have a need to know;
 - (c) The CEO (or the person as designated by the CEO) shall consider and respond to the written request made by the Employee within seven (7) days; and
 - (d) The CEO (or the person as designated by the CEO) shall not refuse such an application without providing adequate grounds for such refusal.

59. Bereavement Leave

- 59.1 An Employee, other than a casual, shall be entitled to three (3) days of paid leave upon the death of an immediate family member as defined by clause 8 of this Agreement.
- 59.2 The list of family members provided for in the definition of "Immediate Family" is not exhaustive and NPARC recognises that this may not meet that of all cultural groups within NPARC's workforce. The entitlement to Bereavement Leave will be extended to members of an Employee's household who had a similar relationship to that of an immediate family member. CEO may also grant requests for Bereavement Leave in circumstances where the deceased is a person who occupied the same prominence in the Employee's life as a family member identified in the "Immediate Family" definition. For the removal of doubt, the entitlement under this clause extends beyond the definition of immediate family under the QES.
- 59.3 The CEO may approve additional Bereavement Leave of up to two (2) paid days where an Employee has been assigned the Marigeth role in relation to the death of a member of his or her family or extended family and the Employee is able to demonstrate that the additional leave is necessary to undertake the Marigeth role. The additional leave may be taken during the time leading up to the funeral, for the funeral itself or associated with a later tombstone opening ceremony. Part days of leave will not be approved under this provision.
- 59.4 An employee may use this leave in conjunction with cultural leave.

60. Compassionate Leave

Employees are entitled to up to two (2) days of paid leave to spend time with a member of the Employee's immediate family, as defined in this Agreement, or household who is suffering from a life-threatening illness or injury.

61. Cultural Leave

- 61.1 NPARC recognises that diversity enhances the workplace and aids equal opportunity and anti-discrimination. In recognition of this, NPARC allows Employees to access up to five (5) days of paid cultural leave, where the Employee is required by Aboriginal tradition or Island custom to attend an Aboriginal or Torres Strait Islander ceremony.
- 61.2 In considering a request for leave under clause 61.1, the CEO (person delegated by the CEO) will consider the following:
 - (a) NPARC's capacity to reorganise work arrangements to accommodate the employee's request; and
 - (b) the impact of the employee's absence on the delivery of customer service; and
 - (c) the particular circumstances of the employee; and
 - (d) the impact of a refusal on the employee, including the employee's ability to balance work and family responsibilities.
- 61.3 The employee must, if practicable, give NPARC:
 - (a) reasonable notice of the intention to take cultural leave before taking the leave; and
 - (b) the reason for taking the leave; and
 - (c) the period that the Employee estimates the employee will be absent.
- 61.4 Notwithstanding clause 61.3, if it is not practicable for the Employee to give the notice before taking the leave, the Employee must give NPARC notice of the matters in clause 61.3(b) and (c) at the earliest opportunity.
- 61.5 It is declared that leave provided under this clause 61 is a welfare measure for the purposes of the *Anti-Discrimination Act 1991* (Qld), section 104.

62. Domestic and Family Violence Leave

- 62.1 NPARC recognises the impact of domestic and family violence on affected persons and acknowledges its obligations under Division 7, Part 3, Chapter 2 of the Act.
- 62.2 All Employees shall be entitled to a maximum of ten (10) paid days of domestic and family violence leave in a year in the following circumstances:
 - (a) The Employee has experienced domestic and family violence; and
 - (b) The Employee needs to take domestic and family violence leave as a result of the domestic violence.
- 62.3 Domestic and Family Violence leave under clause 62 does not accumulate from year to year and is non-transferable and may be taken in units of one (1) hour.

- 62.4 Employees supporting a person experiencing domestic and family violence may take up to two (2) days of paid leave under clause 62 of this Agreement, or any other form of accrued leave to accompany them to court or hospital, or to assist with childcare, accommodation or other matters.
- 62.5 An Employee seeking to access family and domestic violence leave as described under this clause, should notify Human Resources or the CEO as soon as reasonably practicable of their intention to take or remain on Domestic and Family Violence or other type of leave for this purpose.
- 62.6 For the purpose of clause 62, 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.
- 62.7 In order to provide support to an Employee experiencing domestic and family violence and to provide a safe work environment, NPARC 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.
- 62.8 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 personal file without their express written permission. NPARC will work collaboratively with the Employee who is experiencing domestic and family violence to develop protocols to restrict access to the Employee's personal information and contact details.
- 62.9 NPARC will develop and implement workplace safety planning strategies to ensure the protection of all Employees.

63. Other Leave

- 63.1 Subject to the approval and conditions put by the CEO, Employees may apply for other Leave, with or without pay, for any reason considered by the CEO to be appropriate. Leave applied for under this clause will be considered on a "case by case" basis.
- 63.2 Other Leave with pay may be approved in, but not limited to, the following circumstances:
 - (a) Compulsory elements of the defence force reserves;
 - (b) Participation in Emergency Services activities; and
 - (c) Jury service as long as any payments of a salary nature paid by the court are paid to NPARC.

64. Natural Disaster Leave

- 64.1 Subject to approval of the CEO, Employees shall be entitled to up to a maximum of five (5) days of paid Natural Disaster Leave in the following circumstances:
 - (a) A Declaration of a Disaster Situation has been made; and
 - (b) Employees are unable to perform their functions and duties, or it is deemed by the CEO that the

continuation of work under extreme conditions is not possible due to Workplace Health and Safety considerations; and

- (c) Employees are required to leave the work site and return home.
- 64.2 Employees are also entitled to up to a maximum of five (5) days of Natural Disaster Leave where, as a result of a declared Natural Disaster, they are isolated and unable to report to work at any NPARC's depots or premises from which the Employees conduct their normal or alternative duties/training.
- 64.3 Natural Disaster for the purpose of clause 64 includes, but is not limited to, a natural flood, cyclone, bushfire, tsunami, volcano or earthquake.
- 64.4 Employees required to return home or are unable to report for duty at NPARC's premises due to a non-declared disaster situation, must seek approval to leave or not attend for duty and, if approved, may access any accrued leave balance (including TOIL or RDOs) excluding personal leave or unpaid leave.

65. Christmas/New Year Closure

The NPARC Administration Offices shall be closed between Christmas and New Year's Day. During the closure period, other than public holidays, Employees shall be absent on Annual Leave, RDOs, TOIL or Leave without Pay with the approval of the CEO.

66. Unauthorised absences

- 66.1 Where an Employee is absent from duty without approval, the Employee will not be paid for that absence.
- Any unauthorised absence will not count as service for any purpose. Other benefits provided under this Agreement will cease to be available to the Employee until he or she resumes duty or is granted leave.

67. Abandonment of Employment

- 67.1 An Employee who has been absent for seven (7) or more working days without NPARC's consent and does not establish, to the satisfaction of NPARC, a reasonable cause for the absence shall be deemed to have abandoned their employment.
- 67.2 Before an Employee's employment is terminated for abandonment, NPARC shall make a reasonable effort to contact the Employee. For the purpose of this clause, reasonable contact could be via email, post, phone or text messages.

PART H. LEARNING AND DEVELOPMENT

68. General

NPARC encourages Employees to undertake continuing learning and study to develop their skills for their present and future jobs with the NPARC.

69. Developing a Learning Culture

69.1 The Parties bound by this Agreement recognise that, in order to increase the long-term sustainability,

- efficiency, and competitiveness of NPARC, a strong and sustained commitment to training and skill development is required on both an individual employee level and whole of the organisation basis.
- 69.2 The Parties bound by this Agreement agree that with respect to the training and career path development of Employees, that each Employee shall have access to learning processes and resources.
- 69.3 NPARC shall provide and facilitate an environment that encourages Employees to:
 - (a) learn and apply new skills and knowledge;
 - (b) adapt to new ways of working;
 - (c) participate in initiatives that enhance productivity; and
 - (d) continue the established custom and practice of mentoring Employees in the day-to-day development of on-the-job skills and learning.
- 69.4 NPARC shall investigate the better utilisation of downtime for Employees to conduct training opportunities and develop the Employee's skills.
- 69.5 NPARC recognises the benefits of upskilling and succession planning initiatives by providing higher duties or secondment opportunities where required, and possible. Subject to clause 17, NPARC shall actively resource higher duties within the existing work group, however, such higher duties arrangements shall only be utilised for a temporary, short-term duration and not used in lieu of filling substantive positions.

70. Training required for an Employee's job

- 70.1 All costs associated with training that is a requirement for the Employee's employment with NPARC will be paid or reimbursed by NPARC. Time spent at such training will be regarded as work time. Council will endeavour to undertake training within the span of ordinary hours. Where such time is outside the span of Ordinary Hours of Work, the Employee will not be paid penalty payments or overtime rates.
- 70.2 During the life of this Agreement the relevant Parties shall meet to explore, develop, and implement training for the internal delivery of traffic control services.
- 70.3 This Section does not cover any costs associated with obtaining or retaining a motor vehicle drivers' licence.

71. Study assistance and support

- 71.1 The CEO may approve financial assistance and study leave for an Employee who is undertaking a course of study that is approved under this clause.
- 71.2 To be approved, a course of study must be relevant to the Employee's current position or future potential career path with the NPARC.
- 71.3 Factors that may be taken into account by the CEO when considering whether to approve a course of study will be:
 - (a) the extent to which the subject matter of the course is relevant to the Employee's current job or future potential career path with the NPARC;

- (b) the capacity of the Employee to successfully undertake the study;
- (c) the possible impact of the study on the Employee's work;
- (d) the performance and conduct of the Employee.
- 71.4 Financial assistance that may be approved by the CEO is all or part of the course fees, costs of books and course materials and travel costs where relevant.
- 71.5 Where the CEO has approved a course of study, the Employee will have access to the following study leave:
 - (a) paid leave to attend compulsory examinations;
 - (b) paid leave to attend all or part of any compulsory study activities to a maximum of four (4) hours per week, or an average of four (4) hours per week; and
 - (c) unpaid leave to participate in compulsory study activities for which paid leave has not been approved.

72. Health and Wellbeing

- 72.1 NPARC is committed to the health and wellbeing of all Employees.
- 72.2 NPARC shall support its Employees to access the existing range of programs on mental, physical and financial health, available to assist and support a healthy lifestyle.
- 72.3 NPARC shall, in the interests of maintaining the wellbeing of Employees and their families, provide access to and pay for a maximum of five (5) counselling and pastoral services for all Employees and the immediate members of their household per year. This service can be accessed directly by Employees or through referral by their manager. Additional counselling and pastoral services may be approved by the CEO.

PART I. DISPUTE RESOLUTION

73. Dispute Resolution

73.1 Prevention and settlement of disputes – Award/Agreement matters

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the parent Awards and 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 whilst 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 parent Awards and this Agreement, the following procedures shall apply:

- (i) The matter is to be discussed by the Employee's Union representative and/or the Employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond seven (7) days;
- (ii) If the matter is not resolved as per clause 73.1(c)(i), it shall be referred by the Union representative and/or the Employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond seven (7) days.
- (iii) If the matter remains unresolved it may be referred to NPARC for discussion and appropriate action. This process should not exceed fourteen (14) days;
- (iv) If the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission.
- (d) Nothing contained in this procedure shall prevent Unions or NPARC from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

73.2 Prevention and settlement of Employee grievances and disputes – other than Award/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 Act:
 - Stage 1: In the first instance the Employee shall inform such Employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an Employee may exercise the right to consult such Employee's Union representative during the course of Stage 1.
 - Stage 2: If the grievance remains unresolved, the Employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The Employee may exercise the right to consult or be represented by such Employee's representative during the course of Stage 2.
 - Stage 3: If the grievance is still unresolved, the manager will advise the Chief Executive Officer and the aggrieved Employee may submit the matter in writing to the Chief Executive Officer if such Employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant Union.
- (c) NPARC 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.
- (d) NPARC may appoint another person to investigate the grievance or dispute. Where possible, the

- appointed person shall be other than the Employee's supervisor or manager.
- (e) If the matter is notified to the Union, the investigator shall also consult with the Union during the course of the investigation. NPARC 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.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
 - Stage 1: Discussions should take place between the Employee and such Employee's supervisor within 24 hours and the procedure shall not extend beyond seven (7) days.
 - Stage 2: Not to exceed seven (7) days.
 - Stage 3: Not to exceed 14 days.
- (g) If the grievance or dispute is not settled the matter may be referred to the Queensland Industrial Relations Commission by the Employee or the Union.
- (h) Where the grievance involves allegations of sexual harassment an Employee should commence the procedure at Stage 3.

74. Investigations and Disciplinary Processes

- 74.1 Subject to clause 74.2, the Parties acknowledge that all disciplinary processes and investigations will be open and transparent, ensuring that the Parties involved in the matter are provided with natural justice and procedural fairness. Accordingly, the processes shall follow a set procedure and decision-making methodology to ensure consistency and fairness for the parties involved.
- 74.2 Where an investigation is required, it will occur before there is any consideration regarding potential disciplinary outcomes. The purpose of the investigation shall be to objectively consider, based on all relevant evidence, what caused the issue and identify recommended outcomes to prevent the issue in the future. Investigations will occur as soon as practicable and will not be unduly delayed.
- 74.3 If an Employee is required to attend a meeting as a respondent in relation to an investigation, performance matter or disciplinary process, they shall be provided with at least three (3) business days' notice in writing of the requirement to attend the meeting. The written notice shall include the reasons for the meeting. The Employee will be advised that they have a right to have a Union representative or a support person present at all discussions. On request from the Employee, the meeting may be held sooner provided the Employee is still afforded the right to have a Union representative or support person.

PART J. TERMINATION OF EMPLOYMENT

75. General provisions

- 75.1 The CEO may terminate an Employee's employment without prior notice if the Employee is found guilty of serious misconduct.
- 75.2 Subject to clause 75.1, at any time, the CEO may terminate an Employee's employment by giving notice to him or her in accordance with the following table:

Employee's period of continuous service with NPARC	Period of notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- 75.3 The period of notice required of NPARC is increased by one (1) week if the Employee:
 - (a) Is over 45 years age; and
 - (b) Has completed at least two (2) of continuous service with NPARC.
- 75.4 The notice periods in clause 75.2 will not apply to any termination during a probation period.
- 75.5 An Employee who resigns must provide the CEO with the same period of notice as specified in clause 75.2 but without an additional week where the Employee is over 45 years of age.
- 75.6 Notwithstanding clause 75.2, the CEO may agree to a shorter period of notice from an Employee.
- 75.7 The CEO may pay the Employee remuneration in lieu of all or some of the notice which he or she is entitled to under this clause.
- 75.8 On termination of employment, any overpayments of remuneration or any other moneys advanced to the Employee by NPARC become immediately due and payable, and NPARC may retain such moneys out of moneys otherwise due and payable to the Employee.

76. Commitment to Job Security

- 76.1 NPARC shall maintain a permanent workforce during the life of this Agreement and is committed to job security for its Employees. NPARC shall maintain workforce resourcing as at the date of certification of the Agreement subject to Corporate and Operational Plans and budgetary allocations and will exhaust all efforts to effectively utilise their Employees and resources before any work is contracted out.
- 76.2 This will require the Employer to:
 - (a) Not utilise Volunteers or other unpaid persons to perform work or functions what would ordinarily be provided by Employees.
 - (b) Refrain from using persons engaged under the provisions of a funded jobs/skills programme to undertake work which would normally be performed by an Employee.
- 76.3 The Parties are committed to continually improving the job security of Employees by:-
 - (a) Using natural attrition and redeployment after consultation in preference to retrenchment or redundancy;
 - (b) Employees assisting in the identification, development and implementation of work practices which

- assist in making NPARC a more efficient and cost-effective organisation; and
- (c) Employees committing to make every reasonable effort to meet the operational and business needs of NPARC.
- 76.4 The Employer is committed to retaining existing offices and depots subject to Corporate and Operational Plans and budgetary allocations.
- 76.5 Notwithstanding this clause, NPARC may not be able to extend the assurance of job security to Employees hired to perform positions for which government funding for specific programs is being provided. The continuity of such roles would depend solely on government funding being continued for specific programs. NPARC will ensure that position descriptions of such roles be made available and clearly depict the nature of such roles to be temporary or for a fixed period or maximum term as the case may be.
- 76.6 Notwithstanding clause 76.5 of this Agreement,NPARC supports the aspirations of constituent communities and traditional owners to improve economic development within the region. Aligned to the strategic ambitions of community, NPARC may divest specific Enterprises or Programs to improve economic development within the Community. NPARC will, as early as possible, consult with affected employees and their unions regarding measures to avert, minimise or mitigate the adverse effects of any proposed divestment on the affected Employees in accordance with the consultation requirements stipulated in clause 10 of this Agreement.

77. Contracting Out

- 77.1 NPARC shall endeavor to use and promote the use of its existing permanent Employees for the undertaking of works, services and operations for the Employer.
- 77.2 During the life of this Agreement, NPARC, shall minimise the instances of contracting out or outsourcing of any works and services currently provided by its existing permanent workforce, and the parties acknowledge that the NPARC may seek to contract/outsource works and services in the following circumstances:
 - (a) in the event of Employee shortages; or
 - (b) the lack of available infrastructure capital and the cost of providing technology; or
 - (c) extraordinary or unforeseen circumstances; or
 - (d) it can be clearly demonstrated that it is in the public interest that such services should be contracted out; or
 - (e) where NPARC's own workforce and plant and equipment has been utilised and optimised in the first instance wherever practicable; or
 - (f) to undertake major projects; or
 - (g) genuine operational requirements in a remote location.
- 77.3 Subject to clause 77.2, contractors shall not be engaged to reduce the overtime hours available to permanent

Employees. Any hours outside of the ordinary working hours of Employees will be offered as overtime to permanent Employees before engaging contractors and/or labour hire where practicable and subject to fatigue management provisions at clause 52.

77.4 NPARC shall, on a quarterly basis, present to the JCC the Forward Capital Works Program for the ensuing quarter and identifying, as much as practicable, where it is contemplated that contractors may be used.

78. Redundancy

- 78.1 Any redundancies resulting from changes to the operations of NPARC will be dealt in accordance with the terms of the Act and the consultation provisions under this Agreement.
- 78.2 In the event a position is made redundant, NPARC shall pay to the Employee severance pay as follows:
 - (a) Employees who, at the time of termination of employment via redundancy, are less than 50 years of age and have not completed 10 years of continuous service with NPARC, shall be paid two (2) weeks per each completed year of service and a proportionate amount for an incomplete year of services capped at a maximum of 52 weeks.
 - (b) Employees who, at the time of termination of employment via redundancy, are 50 years of age or older and have more than 10 years of continuous service with NPARC, shall be paid three (3) weeks per each completed year of service and a proportionate amount for an incomplete year of services capped at a maximum of 52 weeks.
- 78.3 Employees agree and acknowledge that the redundancy severance pay stipulated in clause 78.2 of this Agreement is well above the minimum entitlements provided for under the Act. As such, an Employee who is paid redundancy severance pay in accordance with this Agreement, is not eligible to apply for any role at NPARC within the same period bearing to the redundancy severance pay (i.e. the same number of weeks which were used to calculate the redundancy severance pay).

79. Payment on death

- 79.1 Where an Employee dies, the CEO will authorise the payment of the amount to which the former Employee would have been entitled had the Employee resigned.
- 79.2 Payment of an amount authorised by the CEO under clause 79.1, shall be made to the executor of the former Employee's estate, the administrator of the former Employee's estate, the public trustee or such other person as the law requires in the jurisdiction pertaining to the former Employee.

PART K. ENCOURAGEMENT OF UNION MEMBERSHIP

80. Union Encouragement

- 80.1 NPARC recognises the right of, and encourages, Employees to join a union. However, it is also recognised that union membership remains at the discretion of each Employee.
- 80.2 NPARC shall facilitate opportunities for the Union official/s to discuss union membership with both new and existing Employees.
- 80.3 Further to clause 80.2, NPARC shall endeavor to provide the Union official/s whenever applicable with:

- (a) New Employee lists; and
- (b) Times and dates for induction; and
- (c) Ensure each work location of NPARC has a separate noticeboard for union related notifications, however, management of these noticeboards shall rest with the Union delegates.

81. Union delegates

- 81.1 NPARC recognises the role that Union delegates have within the workplace and encourages Employees to take up these roles.
- 81.2 NPARC will not unnecessarily hinder accredited Union delegates in the reasonable and responsible performance of their representative duties.

82. Deduction of Union fees

- 82.1 An Employee may request, in writing, to have his or her annual Union membership fees deducted from their salary.
- 82.2 If request is made in accordance with clause 82.1, NPARC shall make the requested deduction and pay them directly to the Union nominated by the Employee.

83. Trade Union Training Leave

- 83.1 A relevant union's workplace delegate, or an Employee nominated by a relevant Union shall be entitled to paid leave of absence of up to ten (10) days per person within a two (2) year period to attend any of the following:
 - (a) trade union training or specific relevant union training courses approved by the relevant Union/s;
 - (b) annual or biennial conference;
 - (c) executive meetings.
- 83.2 A relevant Union's workplace delegate, or an Employee nominated by a relevant Union, can apply to the CEO to be able to use more than their individual ten (10) days as stipulated in clause 83.1, and where necessary, such requests shall not be unreasonably refused.

APPENDIX 1 – PAY RATES

1. Minimum Wage rates of Employees who are currently covered by Stream A Award - Division 2 – Section 1 Administrative, clerical, technical, professional, community service, supervisory and managerial services:

EB Classification Level	Corresponding Award Classification Level	Award Rate as at 01.09.22	EB Weekly base rate of pay as at 20.12.2021 (last EB increase under the expired EB) - 3.5%	EB Weekly base rate of pay – admin increase applied in April 2023 and backdated to 20.12.22 - 3.5%	EB Weekly base rate of – admin increase applied on 1.11.2023 and backdated to 1.7.2023 – 4%	EB Weekly base rate as at the 1st pay period following 1.12.2023 – 4%	EB Weekly base rate as at the 1 st pay period following 1.12.2024 – 4%	EB Weekly base rate as at the 1 st pay period following 1.12.2025 – 4%
Band 1, Level 1	Level 1 Year 1	\$882.50	\$920.75	\$952.98	\$991.10	\$1,030.74	\$1,071.97	\$1,114.85
Band 1, Level 1	Level 1 Year 2	\$907.50	\$920.75	\$952.98	\$991.10	\$1,030.74	\$1,071.97	\$1,114.85
Band 1, Level 1	Level 1 Year 3	\$934.00	\$920.75	\$952.98	\$991.10	\$1,030.74	\$1,071.97	\$1,114.85
Band 1, Level 1	Level 1 Year 4	\$934.00	\$920.75	\$952.98	\$991.10	\$1,030.74	\$1,071.97	\$1,114.85
Band 1, Level 2	Level 1 Year 5	\$957.00	\$960.26	\$993.87	\$1,033.62	\$1,074.97	\$1,117.97	\$1,162.69
Band 1, Level 2	Level 1 Year 6	\$970.50	\$960.26	\$993.87	\$1,033.62	\$1,074.97	\$1,117.97	\$1,162.69
Band 1, Level 3	Level 2 Year 1	\$997.50	\$1,038.85	\$1,075.21	\$1,118.22	\$1,162.95	\$1,209.46	\$1,257.84
Band 1, Level 3	Level 2 Year 2	\$1,026.00	\$1,038.85	\$1,075.21	\$1,118.22	\$1,162.95	\$1,209.46	\$1,257.84
Band 1, Level 4	Level 2 Year 3	\$1,053.00	\$1,123.02	\$1,162.33	\$1,208.82	\$1,257.17	\$1,307.46	\$1,359.76
Band 1, Level 4	Level 2 Year 4	\$1,053.00	\$1,123.02	\$1,162.33	\$1,208.82	\$1,257.17	\$1,307.46	\$1,359.76
Band 2, Level 1	Level 3 Year 1	\$1,082.00	\$1,123.02	\$1,162.33	\$1,208.82	\$1,257.17	\$1,307.46	\$1,359.76
Band 2, Level 1	Level 3 Year 2	\$1,082.00	\$1,123.02	\$1,162.33	\$1,208.82	\$1,257.17	\$1,307.46	\$1,359.76
Band 2, Level 1	Level 3 Year 3	\$1,111.50	\$1,123.02	\$1,162.33	\$1,208.82	\$1,257.17	\$1,307.46	\$1,359.76
Band 2, Level 1	Level 3 Year 4	\$1,119.50	\$1,123.02	\$1,162.33	\$1,208.82	\$1,257.17	\$1,307.46	\$1,359.76
Band 2, Level 2	Level 4 Year 1	\$1,142.00	\$1,263.45	\$1,307.67	\$1,359.98	\$1,414.38	\$1,470.95	\$1,529.79
Band 2, Level 2	Level 4 Year 2	\$1,171.50	\$1,263.45	\$1,307.67	\$1,359.98	\$1,414.38	\$1,470.95	\$1,529.79
Band 2, Level 2	Level 4 Year 3	\$1,200.50	\$1,263.45	\$1,307.67	\$1,359.98	\$1,414.38	\$1,470.95	\$1,529.79
Band 2, Level 2	Level 4 Year 4	\$1,200.50	\$1,263.45	\$1,307.67	\$1,359.98	\$1,414.38	\$1,470.95	\$1,529.79
Band 2, Level 3	Level 5 Year 1	\$1,230.00	\$1,403.89	\$1,453.03	\$1,511.15	\$1,571.59	\$1,634.46	\$1,699.84
Band 2, Level 3	Level 5 Year 2	\$1,260.00	\$1,403.89	\$1,453.03	\$1,511.15	\$1,571.59	\$1,634.46	\$1,699.84
Band 2, Level 3	Level 5 Year 3	\$1,260.00	\$1,403.89	\$1,453.03	\$1,511.15	\$1,571.59	\$1,634.46	\$1,699.84
Band 2, Level 4	Level 6 Year 1	\$1,312.50	\$1,543.89	\$1,597.93	\$1,661.84	\$1,728.32	\$1,797.45	\$1,869.35

Band 2, Level 4	Level 6 Year 2	\$1,364.00	\$1,543.89	\$1,597.93	\$1,661.84	\$1,728.32	\$1,797.45	\$1,869.35
Band 2, Level 4	Level 6 Year 3	\$1,426.00	\$1,543.89	\$1,597.93	\$1,661.84	\$1,728.32	\$1,797.45	\$1,869.35
Band 3, Level 1	Level 7 Year 1	\$1,426.00	\$1,796.84	\$1,859.73	\$1,934.12	\$2,011.48	\$2,091.94	\$2,175.62
Band 3, Level 1	Level 7 Year 2	\$1,469.50	\$1,796.84	\$1,859.73	\$1,934.12	\$2,011.48	\$2,091.94	\$2,175.62
Band 3, Level 1	Level 7 Year 3	\$1,469.50	\$1,796.84	\$1,859.73	\$1,934.12	\$2,011.48	\$2,091.94	\$2,175.62
Band 3, Level 2	Level 8 Year 1	\$1,512.50	\$1,893.46	\$1,959.73	\$2,038.12	\$2,119.65	\$2,204.43	\$2,292.61

2. Minimum Wage rates of Employees who are currently covered by Stream A Award - Division 2 – Section 1 Administrative, clerical, technical, professional, community service, supervisory and managerial services – Supervisors who supervise Employees covered by Stream B and C Awards:

EB Classification Level	Corresponding Award Classification Level	Award Rate as at 01.09.22	EB Weekly base rate of pay as at 20.12.2021 (last EB increase under the expired EB) - 3.5%	EB Weekly base rate of pay – admin increase applied in April 2023 and backdated to 20.12.22 - 3.5%	EB Weekly base rate of – admin increase applied on 1.11.2023 and backdated to 1.7.2023 – 4%	EB Weekly base rate as at the 1 st pay period following 1.12.2023 – 4%	EB Weekly base rate as at the 1 st pay period following 1.12.2024 – 4%	EB Weekly base rate as at the 1 st pay period following 1.12.2025 – 4%
Band 2, Level 1	Level 3 Year 1	\$1,082.00	\$1,123.02	\$1,162.33	\$1,208.82	\$1,348.21	\$1,402.14	\$1,458.22
Band 2, Level 1	Level 3 Year 2	\$1,082.00	\$1,123.02	\$1,162.33	\$1,208.82	\$1,348.21	\$1,402.14	\$1,458.22
Band 2, Level 1	Level 3 Year 3	\$1,111.50	\$1,123.02	\$1,162.33	\$1,208.82	\$1,348.21	\$1,402.14	\$1,458.22
Band 2, Level 1	Level 3 Year 4	\$1,119.50	\$1,123.02	\$1,162.33	\$1,208.82	\$1,348.21	\$1,402.14	\$1,458.22
Band 2, Level 2	Level 4 Year 1	\$1,142.00	\$1,263.45	\$1,307.67	\$1,359.98	\$1,516.80	\$1,577.47	\$1,640.57
Band 2, Level 2	Level 4 Year 2	\$1,171.50	\$1,263.45	\$1,307.67	\$1,359.98	\$1,516.80	\$1,577.47	\$1,640.57
Band 2, Level 2	Level 4 Year 3	\$1,200.50	\$1,263.45	\$1,307.67	\$1,359.98	\$1,516.80	\$1,577.47	\$1,640.57
Band 2, Level 2	Level 4 Year 4	\$1,200.50	\$1,263.45	\$1,307.67	\$1,359.98	\$1,516.80	\$1,577.47	\$1,640.57
Band 2, Level 3	Level 5 Year 1	\$1,230.00	\$1,403.89	\$1,453.03	\$1,511.15	\$1,685.40	\$1,752.81	\$1,822.93
Band 2, Level 3	Level 5 Year 2	\$1,260.00	\$1,403.89	\$1,453.03	\$1,511.15	\$1,685.40	\$1,752.81	\$1,822.93
Band 2, Level 3	Level 5 Year 3	\$1,260.00	\$1,403.89	\$1,453.03	\$1,511.15	\$1,685.40	\$1,752.81	\$1,822.93
Band 2, Level 4	Level 6 Year 1	\$1,312.50	\$1,543.89	\$1,597.93	\$1,661.84	\$1,853.47	\$1,927.61	\$2,004.71
Band 2, Level 4	Level 6 Year 2	\$1,364.00	\$1,543.89	\$1,597.93	\$1,661.84	\$1,853.47	\$1,927.61	\$2,004.71
Band 2, Level 4	Level 6 Year 3	\$1,426.00	\$1,543.89	\$1,597.93	\$1,661.84	\$1,853.47	\$1,927.61	\$2,004.71
Band 3, Level 1	Level 7 Year 1	\$1,426.00	\$1,796.84	\$1,859.73	\$1,934.12	\$2,157.14	\$2,243.43	\$2,333.17
Band 3, Level 1	Level 7 Year 2	\$1,469.50	\$1,796.84	\$1,859.73	\$1,934.12	\$2,157.14	\$2,243.43	\$2,333.17
Band 3, Level 1	Level 7 Year 3	\$1,469.50	\$1,796.84	\$1,859.73	\$1,934.12	\$2,157.14	\$2,243.43	\$2,333.17
Band 3, Level 2	Level 8 Year 1	\$1,512.50	\$1,893.46	\$1,959.73	\$2,038.12	\$2,273.14	\$2,364.06	\$2,458.62

3. Wage Rates of Employees who are currently covered by Stream B Award

(a) Division 2 – Section 5 – Operational Services (Other than Retail Employees):

EB Classification Level	Corresponding Award Classification Level	Award Rate as at 01.09.22	EB Weekly base rate of pay as at 20.12.2021 (last EB increase under the expired EB) - 3.5%	EB Weekly base rate of pay – admin increase applied in April 2023 and backdated to 20.12.22 - 3.5%	EB Weekly base rate of – admin increase applied on 1.11.2023 and backdated to 1.7.2023 – 4%	EB Weekly base rate as at the 1 st pay period following 1.12.2023 – 4%	EB Weekly base rate as at the 1 st pay period following 1.12.2024 – 4%	EB Weekly base rate as at the 1 st pay period following 1.12.2025 – 4%
Band 1, Level 1	Level 1, first 6 months	\$907.50	\$920.75	\$952.98	\$991.10	\$1,030.74	\$1,071.97	\$1,114.85
Band 1, Level 1	Level 1- after first 6 months	\$907.50	\$920.75	\$952.98	\$991.10	\$1,030.74	\$1,071.97	\$1,114.85
Band 1, Level 2	Level 2	\$934.00	\$960.26	\$993.87	\$1,033.62	\$1,074.97	\$1,117.97	\$1,162.69
Band 1, Level 2	Level 3	\$934.00	\$960.26	\$993.87	\$1,033.62	\$1,074.97	\$1,117.97	\$1,162.69
Band 1, Level 3	Level 4	\$957.00	\$1,038.85	\$1,075.21	\$1,118.22	\$1,162.95	\$1,209.46	\$1,257.84
Band 1, Level 4	Level 5	\$970.50	\$1,123.02	\$1,162.33	\$1,208.82	\$1,257.17	\$1,307.46	\$1,359.76
Band 2, Level 1	Level 6	\$997.50	\$1,123.02	\$1,162.33	\$1,208.82	\$1,257.17	\$1,307.46	\$1,359.76
Band 2, Level 2	Level 6	\$997.50	\$1,263.45	\$1,307.67	\$1,359.98	\$1,414.38	\$1,470.95	\$1,529.79
Band 2, Level 3	Level 7	\$1,026.00	\$1,403.89	\$1,453.03	\$1,511.15	\$1,571.59	\$1,634.46	\$1,699.84
Band 2, Level 3	Level 8	\$1,053.00	\$1,403.89	\$1,453.03	\$1,511.15	\$1,571.59	\$1,634.46	\$1,699.84
Band 2, Level 3	Level 9	\$1,082.00	\$1,403.89	\$1,453.03	\$1,511.15	\$1,571.59	\$1,634.46	\$1,699.84
Band 2, Level 4	Level 7	\$1,026.00	\$1,543.89	\$1,597.93	\$1,661.84	\$1,728.32	\$1,797.45	\$1,869.35
Band 2, Level 4	Level 8	\$1,053.00	\$1,543.89	\$1,597.93	\$1,661.84	\$1,728.32	\$1,797.45	\$1,869.35
Band 2, Level 4	Level 9	\$1,082.00	\$1,543.89	\$1,597.93	\$1,661.84	\$1,728.32	\$1,797.45	\$1,869.35

(b) **Division 2 – Section 5 – Operational Services – <u>Retail Employees only:</u>**

EB Classification Level	Corresponding Award Classification Level	Award Rate as at 01.09.22	EB Weekly base rate of pay as at 20.12.2021 (last EB increase under the expired EB) - 3.5%	EB Weekly base rate of pay – admin increase applied in April 2023 and backdated to 20.12.22 - 3.5%	EB Weekly base rate of – admin increase applied on 1.11.2023 and backdated to 1.7.2023 – 4%	EB Weekly base rate as at the 1st pay period following 1.12.2023 – 4%	EB Weekly base rate as at the 1st pay period following 1.12.2024 – 4%	EB Weekly base rate as at the 1 st pay period following 1.12.2025 – 4%
Retail Band 1, Level 1	Level 1, first 6 months	\$907.50	\$949.95	\$983.20	\$1,022.53	\$1,063.43	\$1,105.96	\$1,150.20
Retail Band 1, Level 1	Level 1- after first 6 months	\$907.50	\$949.95	\$983.20	\$1,022.53	\$1,063.43	\$1,105.96	\$1,150.20
Retail Band 1, Level 2	Level 2	\$934.00	\$989.89	\$1,024.54	\$1,065.52	\$1,108.14	\$1,152.46	\$1,198.56
Retail Band 1, Level 2	Level 3	\$934.00	\$989.89	\$1,024.54	\$1,065.52	\$1,108.14	\$1,152.46	\$1,198.56
Retail Band 1, Level 3	Level 4	\$957.00	\$1,071.06	\$1,108.55	\$1,152.89	\$1,199.00	\$1,246.96	\$1,296.84
Retail Band 1, Level 4	Level 5	\$970.50	\$1,158.24	\$1,198.78	\$1,246.73	\$1,296.60	\$1,348.46	\$1,402.40
Retail Band 2, Level 1	Level 6	\$997.50	\$1,158.24	\$1,198.78	\$1,246.73	\$1,296.60	\$1,348.46	\$1,402.40
Retail Band 2, Level 2	Level 6	\$997.50	\$1,302.96	\$1,348.56	\$1,402.51	\$1,458.61	\$1,516.95	\$1,577.63
Retail Band 2, Level 3	Level 7	\$1,026.00	\$1,447.69	\$1,498.36	\$1,558.29	\$1,620.63	\$1,685.45	\$1,752.87
Retail Band 2, Level 3	Level 8	\$1,053.00	\$1,447.69	\$1,498.36	\$1,558.29	\$1,620.63	\$1,685.45	\$1,752.87
Retail Band 2, Level 3	Level 9	\$1,082.00	\$1,447.69	\$1,498.36	\$1,558.29	\$1,620.63	\$1,685.45	\$1,752.87
Retail Band 2, Level 4	Level 7	\$1,026.00	\$1,592.42	\$1,648.15	\$1,714.08	\$1,782.64	\$1,853.95	\$1,928.11
Retail Band 2, Level 4	Level 8	\$1,053.00	\$1,592.42	\$1,648.15	\$1,714.08	\$1,782.64	\$1,853.95	\$1,928.11
Retail Band 2, Level 4	Level 9	\$1,082.00	\$1,592.42	\$1,648.15	\$1,714.08	\$1,782.64	\$1,853.95	\$1,928.11

(c) Division 2 – Section 1 – Aged Care Services (Other than Nurses):

EB Classification Level	Corresponding Award Classification Level	Award Rate as at 01.09.22	EB Weekly base rate of pay as at 20.12.2021 (last EB increase under the expired EB) - 3.5%	EB Weekly base rate of pay – admin increase applied in April 2023 and backdated to 20.12.22 - 3.5%	EB Weekly base rate of – admin increase applied on 1.11.2023 and backdated to 1.7.2023 – 4%	EB Weekly base rate as at the 1 st pay period following 1.12.2023 – 4%	EB Weekly base rate as at the 1 st pay period following 1.12.2024 – 4%	EB Weekly base rate as at the 1 st pay period following 1.12.2025 – 4%
Band 1, Level 1	All employees other than Cook and Chief cook	\$907.50	\$920.75	\$952.98	\$991.10	\$1,030.74	\$1,071.97	\$1,114.85
Band 1, Level 2	Cook	\$957.00	\$960.26	\$993.87	\$1,033.62	\$1,074.97	\$1,117.97	\$1,162.69
Band 1, Level 3	Chief Cook	\$970.50	\$1,038.85	\$1,075.21	\$1,118.22	\$1,162.95	\$1,209.46	\$1,257.84

(d) **Division 2 – Section 3 – Health, Sports and Fitness Services:**

EB Classification Level	Corresponding Award Classification Level	Award Rate as at 01.09.22	EB Weekly base rate of pay as at 20.12.2021 (last EB increase under the expired EB) - 3.5%	EB Weekly base rate of pay – admin increase applied in April 2023 and backdated to 20.12.22 - 3.5%	EB Weekly base rate of – admin increase applied on 1.11.2023 and backdated to 1.7.2023 – 4%	EB Weekly base rate as at the 1 st pay period following 1.12.2023 – 4%	EB Weekly base rate as at the 1 st pay period following 1.12.2024 – 4%	EB Weekly base rate as at the 1 st pay period following 1.12.2025 – 4%
Band 1, Level 1	Fitness Instructor Level 1	\$882.50	\$920.75	\$952.98	\$991.10	\$1,030.74	\$1,071.97	\$1,114.85
Band 1, Level 1	Fitness Instructor Level 2	\$882.50	\$920.75	\$952.98	\$991.10	\$1,030.74	\$1,071.97	\$1,114.85
Band 1, Level 2	Fitness Instructor Level 3	\$907.50	\$960.26	\$993.87	\$1,033.62	\$1,074.97	\$1,117.97	\$1,162.69
Band 1, Level 2	Fitness trainer Level 4	\$934.00	\$960.26	\$993.87	\$1,033.62	\$1,074.97	\$1,117.97	\$1,162.69
Band 1, Level 3	Fitness trainer Level 5	\$970.50	\$1,038.85	\$1,075.21	\$1,118.22	\$1,162.95	\$1,209.46	\$1,257.84

4. Wages rates of Employees who are covered by Stream C Award:

(a) **Division 2 – Section 1 - Building Trades Services:**

EB Classification Level	Corresponding Award Classification Level	Award Rate as at 01.09.22	EB Weekly base rate of pay as at 20.12.2021 (last EB increase under the expired EB) - 3.5%	EB Weekly base rate of pay – admin increase applied in April 2023 and backdated to 20.12.22 - 3.5%	EB Weekly base rate of – admin increase applied on 1.11.2023 and backdated to 1.7.2023 – 4%	EB Weekly base rate as at the 1 st pay period following 1.12.2023 – 4%	EB Weekly base rate as at the 1 st pay period following 1.12.2024 – 4%	EB Weekly base rate as at the 1st pay period following 1.12.2025 – 4%
Band 1, Level 1	Building Worker Level 1(a) new entrant	\$882.50	\$920.75	\$952.98	\$991.10	\$1,030.74	\$1,071.97	\$1,114.85
Band 1, Level 1	Building Worker Level 1(b), after 3 months in the industry	\$907.50	\$920.75	\$952.98	\$991.10	\$1,030.74	\$1,071.97	\$1,114.85
Band 1, Level 1	Building Worker Level 1(c), after 12 months in the industry	\$907.50	\$920.75	\$952.98	\$991.10	\$1,030.74	\$1,071.97	\$1,114.85
Band 1, Level 2	Building Worker Level 1(d)	\$934.00	\$960.26	\$993.87	\$1,033.62	\$1,074.97	\$1,117.97	\$1,162.69
Band 1, Level 3	Building Worker Level 2	\$957.00	\$1,038.85	\$1,075.21	\$1,118.22	\$1,162.95	\$1,209.46	\$1,257.84
Band 1, Level 4	Building Tradesperson, Level 1	\$970.50	\$1,123.02	\$1,162.33	\$1,208.82	\$1,257.17	\$1,307.46	\$1,359.76
Band 2, Level 1	Building Tradesperson, Level 1	\$970.50	\$1,123.02	\$1,162.33	\$1,208.82	\$1,257.17	\$1,307.46	\$1,359.76
Band 2, Level 2	Building Tradesperson, Level 2	\$997.50	\$1,263.45	\$1,307.67	\$1,359.98	\$1,414.38	\$1,470.95	\$1,529.79
Band 2, Level 3	Building Tradesperson, Level 3	\$1,026.00	\$1,403.89	\$1,453.03	\$1,511.15	\$1,571.59	\$1,634.46	\$1,699.84

(b) **Division 2 – Section 2 – Engineering and Electrical/Electronic Services:**

EB Classification Level	Corresponding Award Classification Level	Award Rate as at 01.09.22	EB Weekly base rate of pay as at 20.12.2021 (last EB increase under the expired EB) - 3.5%	EB Weekly base rate of pay – admin increase applied in April 2023 and backdated to 20.12.22 - 3.5%	EB Weekly base rate of – admin increase applied on 1.11.2023 and backdated to 1.7.2023 – 4%	EB Weekly base rate as at the 1st pay period following 1.12.2023 - 4%	EB Weekly base rate as at the 1st pay period following 1.12.2024 – 4%	EB Weekly base rate as at the 1st pay period following 1.12.2025 – 4%
Band 1, Level 1	C12	\$907.50	\$920.75	\$952.98	\$991.10	\$1,030.74	\$1,071.97	\$1,114.85
Band 1, Level 2	C12	\$907.50	\$960.26	\$993.87	\$1,033.62	\$1,074.97	\$1,117.97	\$1,162.69
Band 1, Level 3	C11	\$934.00	\$1,038.85	\$1,075.21	\$1,118.22	\$1,162.95	\$1,209.46	\$1,257.84
Band 1, Level 4	C10	\$970.50	\$1,123.02	\$1,162.33	\$1,208.82	\$1,257.17	\$1,307.46	\$1,359.76
Band 2, Level 1	C9	\$997.50	\$1,123.02	\$1,162.33	\$1,208.82	\$1,257.17	\$1,307.46	\$1,359.76
Band 2, Level 2	C8	\$1,026.00	\$1,263.45	\$1,307.67	\$1,359.98	\$1,414.38	\$1,470.95	\$1,529.79
Band 2, Level 2	C7	\$1,053.00	\$1,263.45	\$1,307.67	\$1,359.98	\$1,414.38	\$1,470.95	\$1,529.79
Band 2, Level 3	C6	\$1,111.50	\$1,403.89	\$1,453.03	\$1,511.15	\$1,571.59	\$1,634.46	\$1,699.84
Band 2, Level 3	C5	\$1,142.00	\$1,403.89	\$1,453.03	\$1,511.15	\$1,571.59	\$1,634.46	\$1,699.84
Band 2, Level 4	C4	\$1,171.50	\$1,543.89	\$1,597.93	\$1,661.84	\$1,728.32	\$1,797.45	\$1,869.35

5. Wage Rates of Apprentices and Trainees

Apprentices and Trainees' Hourly Base Rate of Pay is determined as a percentage of the relevant rate for Band 1, Level 4 as follows:

Classification Level	Hourly Base Rate of Pay as a percentage of the <u>relevant Band 1, Level 4</u> rate				
1 st year apprentice	55%				
2 nd year apprentice	75%				
3 rd year apprentice	90%				
4 th year apprentice	95%				

APPENDIX 2 – LINK BETWEEN HISTORICAL AWARD CLASSIFICATIONS AND NPARC AGREEMENT CLASSIFICATION

1. Classification levels of Employees who are currently covered by Stream A Award - Division 2 – Section 1 Administration

Level under Clerical Employees Award – State 2012	Level under Municipal Officers Award – State 2012	Level under Queensland Local Government Industry Award 2016	Level under Current Stream A Award	Level under expiring Certified Agreement
Level 1, 1 st year Level 1, 2 nd year Level 1, 3 rd year Level 1, 4 th year	Clerical Officer 1 st year Clerical Officer 2 nd year Clerical Officer 3 rd year	Level 2 Level 3	Level 1, year 1 Level 1, year 2 Level 1, year 2 Level 1, year 3 Level 1, Year 4	Band 1, Level 1
Level 2, 1 st year Level 2, 2 nd year Level 2, 3 rd year	Clerical Officer 4 th year Clerical Officer 5 th year Clerical Officer 6 th year	Level 4 Level 5	Level 1, year 5 Level 1, year 6	Band 1, Level 2
Level 3, 1 st year Level 3, 2 nd year	Clerical Officer 7 th year	Level 7	Level 2, year 1 Level 2, year 2	Band 1, Level 3
Level 4, 1 st year Level 4, 2 nd year	Admin Officer Grade I, on appointment Admin Officer Grade I, after 6 months	Level 8	Level 2, year 3 Level 2, year 4	Band 1, Level 4
Level 5, 1 st year	Admin Officer Grade I, at employer's assessment	Level 10	Level 3, year 1	Band 2, Level 1
Level 5, 2 nd year	Admin Officer Grade II, on appointment Admin Officer Grade II, after 6 months Admin Officer Grade II, at		Level 3, Year 2 Level 3, year 3	
	employer's assessment Admin Officer Grade III, on appointment Admin Officer Grade III,		Level 3, year 4	

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after 6 months		
Admin Officer Grade III, at employer's assessment	Level 4, year 1	Band 2, Level 2
Admin Officer Grade IV, on appointment	Level 4, Year 2	
Admin Officer Grade IV, after 6 months	Level 4, Year 3 Level 4, Year 4	
Admin Officer Grade IV, at employer's assessment	Level 5, year 1 Level 5, year 2 Level 5, Year 3	Band 2, Level 3
	Level 6, Year 1 Level 6, Year 2 Level 6, Year 3	Band 2, Level 4
	Level 7, Year 1	Band 3, Level 1
	Level 7, Year 2 Level 7, Year 3	
	Level 8, year 1	Band 3, Level 2

2. Classification levels of Employees who are currently covered by Stream B Award

(a) Division 2 – Section 1 – Aged Care Services (Other than Nurses)

Levels under the Award for Accommodation and Care Services Employees for Aged Persons - State (Excluding South-East Queensland) 2012	Level under current Stream B Award - Aged Care Services (Other than Nursing)	Levels under the current Agreement
Personal Care Attendant Gardener Kitchen hand Domestic, catering and all other adult employees 1st year	All employees other than Cook and Chief cook	Band 1, Level 1
Domestic, catering and all other adult employees thereafter	All employees other than Cook and Chief cook	
Cooks	Cook	Band 1, Level 2
Chief Cooks	Chief Cook	Band 1, Level 3

(b) Division 2 – Section 3 – Health, Sports and Fitness Services

Levels under the Health and Fitness Centres, Swim Schools and Indoor Sports Award - State 2012	Level under current Stream B Award - Health, Sports and Fitness Services	Levels under the current Agreement
Fitness Instructor Level 1	Fitness Instructor Level 1 Fitness instructor level 2 Support staff level 1 Support staff level 2 Swim school worker level 1 Swim school worker level 2	Band, 1 Level 1
Fitness Instructor Level 2	Fitness instructor level 3 Fitness trainer level 4 Support staff level 3 Swim school worker level 3	
Fitness Instructor Level 3	Fitness therapist / instructor level 5	Band 1, Level 2

(c) Division 2 – Section 5 – Operational Services

Levels under the Local Government Employees Award - State 2003	Level under current Stream B Award - Operational	Levels under the current Agreement	
Level 1, first 6 months	Level 1, first 6 months	Band 1, Level 1	
Level 1- after first 6 months	Level 1- after first 6 months		
Level 2	Level 2	Band 1, Level 2	
Level 3	Level 3		
Level 4	Level 4	Band 1, Level 3	
Level 5	Level 5		

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Level 5	Level 5	Band 1, Level 4
Level 6	Level 6	Band 2, Level 1
Level 6	Level 6	Band 2, Level 2
Level 7	Level 7	
Level 8	Level 8	Band 2, Level 3
Level 9	Level 9	
Level 7	Level 7	
Level 8	Level 8	Band 2, Level 4
Level 9	Level 9	

(d) Retail Employees – who are now covered by Division 2 – Section 5 – Operational Services

Levels under the Retail Industry Award – State 2004	Level under current Stream B Award - Operational	Levels under the current Agreement	
Shop Assistant	Level 1, first 6 months	Dand 1 Lavel 1	
Floorlaying Employee	Level 1- after first 6 months	Band 1, Level 1	
First Level Supervisor	Level 2		
Section Head Floorlaying Hand	Level 3	Band 1, Level 2	
Second Level Supervisor/shop	Level 4	Band 1, Level 3	
manager Supervisor/snop	Level 5		
Department Manager	Level 5	Band 1, Level 4	
	Level 6	Band 2, Level 1	
	Level 6	Band 2, Level 2	
Manager	Level 7		
	Level 8	Band 2, Level 3	
	Level 9		
	Level 7		
	Level 8	Band 2, Level 4	
	Level 9		

3. Classification levels of Employees who are currently covered by Stream C Award

(a) Division 2 – Section 1 - Building Trades Services

Levels under the Building Trades Public Sector Award - State 2012	Levels under Stream C Award Building Trades Services	Levels under the current Agreement
	Building Worker Level 1(a), New Entrant (BW1 (a)) Building Worker Level 1(b), after 3 months in the industry (BW1 (b))	Band 1, Level 1
BW1	Building Worker Level 1(c), after 12 months in the industry (BW1 (c))	
	Building Worker Level 1(d) upon fulfilling the substantive requirements of Building worker level 1 (BW1 (d))	Band 1, Level 2
BW2	Building Worker Level 2 (BW2)	Band 1, Level 3
Building Tradesperson Level 1	Building Tradesperson, Level 1(BT1)	Band 1, Level 4 Band 2, Level 1
Building Tradesperson Level 2	Building Tradesperson, Level 2(BT2)	Band 2, Level 2
Building Tradesperson Level 3	Building Tradesperson, Level 3(BT3)	Band 2, Level 3

(b) Division 2 – Section 2 – Engineering and Electrical/Electronic Services

Levels under the Engineering Award – State 2012	Levels under Stream C Award	Levels under the current Agreement	
C14	C14		
C13	C13		
C12	C12	Band 1, Level 1	
C12	C12	Band 1, Level 2	
C11	C11	Band 1, Level 3	
C10	C10	Band 1, Level 4	
C9	C9	Band 2, Level 1	
C8	C8	Band 2, Level 2	
C7	C7		
C6	C6	Dand 2 Lavel 2	
C5	C5	Band 2, Level 3	
C4	C4	Band 2, Level 4	
C3	C3		
C2(a)	C2(a)		
C2(b)	C2(b)		
	C1		

SIGNATORIES

Signed for and on behalf of the	}
NORTHERN PENINSULA AREA REGIONAL COUNCIL	} } Kate Gallaway }
COCNCIL	} } Chief Executive Officer }
In the presence of	Amy McKeown

Date: 22 January 2024

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Signed for and on behalf of	}
QUEENSLAND SERVICES, INDUSTRIAL UNION OF EMPLOYEES	<pre>} Neil Henderson } </pre>
	<pre>} Secretary }</pre>
In the presence of	Cary Pollock

Date:

Signed for and on behalf of the	}
THE AUSTRALIAN WORKERS' UNION OF EMPLOYEES, QUEENSLAND	} } Stacey Schinner }
	Secretary }
In the presence of	Jeehan Habib

Date: 23 January 2024