QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Quilpie Shire Council Certified Agreement 2012-2015

Matter No. CA/2012/560

Commissioner Black 5 December 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 5 December 2012 the Commission certifies the following written agreement:

Quilpie Shire Council Certified Agreement 2012-2015 – CA/2012/560

Made between:

Quilpie Shire Council

AND

Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees; The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; and The Australian Workers' Union of Employees, Queensland.

The agreement was certified by the Commission on 5 December 2012 and shall operate from 5 December 2012 until its nominal expiry on 11 November 2015.

This agreement replaces Quilpie Shire Council Certified Agreement 2008 (CA/2009/32).

By the Commission.

Commissioner Black



QUILPIE SHIRE COUNCIL AGREEMENT 2012 OUTSIDE STAFF

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PART ONE

1.1 Title

This agreement shall be known as the Quilpie Shire Council Certified Agreement 2012-2015.

1.2 Definition

This agreement will cover those staff under the Local Government Employees' (excluding Brisbane City Council) Award-State, the Building Trades Public Sector Award – State and the Engineering Award – State.

1.3 Date and Period of Agreement

This Agreement shall operate administratively from 12th November 2012, subject to certification by the Queensland Industrial Commission, and remain in force until 11th November 2015.

The parties agree that negotiations for the next certified Agreement shall commence no later than six (6) months prior to the expiry date of this Agreement.

The parties commit to submitting a proposed replacement certified agreement to the Queensland Industrial Relations Commission for certification.

1.4 Relationship to Parent Award

This agreement shall be read and applied in conjunction with the terms of the Local Government Employees' (excluding Brisbane City Council) Award-State, the Building Trades Public Sector Award – State and the Engineering Award – State, as they applied at the commencement of this agreement, provided that where there is any intended inconsistency between this agreement and the award, this agreement shall prevail to the extent of that inconsistency.

The terms and conditions of that award and this enterprise agreement shall continue to apply to all employees, including new employees, for the duration of this agreement.

1.5 Commitment to Collective Bargaining

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

The terms and conditions of that award and this agreement shall continue to apply to all employees covered by the agreement, including new employees.

1.6 Single Bargaining Unit

For the purposes of negotiating and implementing an Enterprise Agreement on behalf of all unions in accordance with the Wage Fixing Principles of the Queensland Industrial Relations Commission and the Industrial Relations Act 1999, a Single Bargaining Unit (SBU) has been established.

The SBU was elected by employees and consists of three representatives from a cross-section of union coverage.

1.7 Enterprise Bargaining Team

As a practical vehicle to assist in the implementation of this agreement an Enterprise Bargaining Team ("EBT") has been established as per the definition.

Employee representatives on the EBT are elected/appointed by the SBU and are responsible to the SBU.

The management representatives on the EBT are appointed by and are responsible to the CEO and Council.

1.8 Parties Bound

The parties to this Agreement shall be:-

Quilpie Shire Council and;

The Australian Workers' Union of Employees, Queensland;

Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;

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

1.9 Application

The agreement shall apply to the Council, the above named Unions and their members or persons eligible to be their members employed by the Council under the relevant parent awards.

1.10 No Extra Claims

The parties will not pursue any extra claims for changes in relation to any industrial matters during the life of this agreement. This clause shall not prevent the parties from applying variations to the quantum of award based allowances passed on by the QIRC which occur during the life of this agreement where such allowance would apply under the terms of this agreement.

This clause does not prevent any party to the underpinning award or awards from seeking any amendment or amendments (including amendments to award wages, classifications or conditions) to that award or awards during the life of this agreement.

1.11 Aims and Objectives

The parties to this agreement recognise that this Agreement provides a unique opportunity to improve the efficiency, productivity and flexibility of the Shire Council. Hence the aim of this agreement is:

a) To improve the productivity and efficiency within the Council;

- b) To facilitate greater flexibility of working arrangement within the framework of this Agreement;
- c) To provide certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of the Agreement;
- d) Participation by Council, management, employees and their unions and customers in the continuous improvement process particularly in the development of more efficient work practices and quality improvement;
- e) To improve communication between management and staff so that continued Local Government reform is ensured; and
- f) Where possible, given the economic climate, Council is committed to maintaining staff levels for the life of this Agreement, with preference given to fulltime employees.

1.12 Consultation and Communication

To facilitate the implementation of this agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the EBT shall be responsible for the role of co-ordinating the reforms set out in this agreement and ensuring effective communication between management, the EBT, the SBU, employee work teams.

The parties are committed to a consultative process which aims to effect a change in the organisation's culture through co-operation. Management will assist and support these processes by providing resources and staff to participate where required at the discretion of the Chief Executive Officer.

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

1.13 Grievance and Dispute Settlement Procedure

Effective communication between employees and council management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain sound working relationships.

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

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

- A If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s may elect to be represented by an authorised officer of the relevant union.
- **B** Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer and an authorised officer of the relevant union who will attempt to facilitate a resolution within 24 hours.
- C If after the above steps the matter remains unresolved, the dispute shall be referred to the Queensland Industrial Relations Commission for conciliation and if the matter remains unresolved

arbitration.

While the above procedure is being followed, the status quo shall prevail and every endeavour shall be applied to ensure that work continues normally until settlement is reached.

All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.

The above procedures do not restrict the Council or an authorised officer of the relevant union from making representations to each other at any stage in this procedure.

PART TWO

2.1 Wage levels

The Council agrees that from 12th November 2012 to pay employees a wage increase of 3% or \$30 (whichever is the greater) on top of current rates of pay.

The Council agrees that from 12th November 2013 that a further increase of 3% or \$30 (whichever is the greater) shall be paid.

The Council agrees that from 12th November 2014 that a further increase of 3% or \$30 (whichever is the greater) shall be paid.

2.2 Schedule of Wages

A schedule of wage and salary rates to apply during the life of this Agreement is attached as Appendix

2.3 Camp Allowance

Both parties recognise the difficulties involved in camping and agree that from 12th November 2012 a \$50.00 camp allowance for each night spent in camp shall apply.

The Council agrees that from 12th November 2013 a \$52.50 camp allowance for each night spent in camp shall apply.

The Council agrees that from 12th November 2014 a \$55.00 camp allowance for each night spent in camp shall apply.

2.4 Uniform Allowance

Council recognises the benefit gained in promoting a "Council Image" through the wearing of a Council uniform by staff and encouraging the wearing of safety clothing. The wearing of the Quilpie Shire Councils' approved uniform is compulsory for all employees.

The Quilpie Shire Councils' approved uniform for outside staff will consist of:

- Approved Orange safety long sleeved shirt, either cotton drill or polo style.
- Approved Orange safety Jacket and
- Approved Pants

Upon their initial employment staff will be required to purchase a minimum of five (5) shirts and one (1) Jacket. Employees must demonstrate that their stock of clothing meets the Workplace Health and Safety

requirements before they are able to access their clothing allowance for something other than safety related clothing.

From 12th November 2012, Council will allow staff up to a maximum amount of \$375.00, not including GST.

From 12th November 2013, Council will allow staff up to a maximum amount of \$400.00, not including GST.

From 12th November 2014, Council will allow staff up to a maximum amount of \$425.00, not including GST.

The provision of Council approved, safety boots, hats and safety glasses will not be included in the \$350.00 per annum uniform allowance.

Uniforms being purchased using this allowance shall be made using the approved order form, supplied by the Quilpie Shire Council and placed with the Council Store in July each year. The purchase will be limited to items included on that order form.

New employees will be permitted to place their initial order at the time of their employment.

2.5 Locality Allowance

The locality allowance entitlements, of Clause 12.1 of the Queensland Local Government Officers' Award 1998, will, by virtue of this agreement, also apply to all employees engaged under the State Awards to which this agreement applies. Locality allowance will operate from date of positive vote of this agreement.

For the avoidance of doubt, it is confirmed that this allowance will replace the Cost of Living Allowance of \$25 per week and that the Cost of Living allowance will no longer apply from 12 November 2012.

2.6 Final Trim Allowance

Subject to capability, an operator may be appointed as a final trim grader operator and paid at a level higher than the level 6 required in the award.

2.7 Levels for Parks and Gardens When Shifting From Outside Workforce

The Parks/Gardens employees will be put at level 4 if they have completed a probationary period, if required.

2.8 Annual Leave Other Than Parks/Gardens Staff, Plumbers/Plumbing Staff & Workshop Staff

The parties recognise the inequality of different annual leave provisions currently contained in the applicable state awards.

Accordingly from the 1st January 2001, each employee engaged under a State Award shall accrue annual leave at the rate of five (5) weeks per annum.

The leave to be taken in two (2) instalments, three (3) weeks are to be taken at the Xmas close down and the balance of two (2) weeks at a time mutually agreeable to both parties and with at least one (1) months notice given by either party.

2.9 Annual Leave and Working Hours for Parks/Gardens Staff, Plumbers/Plumbing Staff & Workshop Staff

Parks/Gardens Staff, Plumbers/Plumbing Staff and Workshop Staff will work a thirty-eight (38) hour working week, Monday to Thursday eight (8) hrs, Fridays will be six (6) hrs & there will be no RDO.

The above-mentioned employees will forego RDO's and in exchange receive an additional two (2) weeks annual leave which will take them to seven (7) weeks annual leave and the leave will be taken at different times during the year.

2.10 Long Service Leave

The parties recognise the disparity between the Long Service Leave provisions contained within the parent awards of this agreement and the Queensland Local Government Officers Award 1998.

It is agreed that the provisions for Long Service Leave contained in the Queensland Local Government Officers Award 1998 will by virtue of this agreement, also apply to all employees to which this agreement applies. Accordingly from the 3rd December 1997, each employee engaged under a State Award shall be entitled to thirteen (13) weeks paid leave after ten (10) years of continuous service, with a pro rata payment after seven (7) years of continuous service. The length of service shall be the total amount of service completed with the Council.

The method for calculating the Long Service Leave entitlements for State Award employees shall be as follows:-

L.S.L entitlements prior to 3rd December 1997 = Years of Service X .866 weeks = A

L.S.L. entitlements after 3rd December 1997 = Years of Service X 1.3 weeks = B

Total L.S.L. entitlements = A+B weeks

2.11 Maternity / Parental Leave

The parties agree that in addition to the terms contained within the Parental Leave provisions of the State Act and Awards pertaining to Local Government Employees, the following additional benefits shall apply:-

Six (6) weeks paid leave shall be remitted to the child's mother, on her return to work, providing that the recipient agrees to remain in the employ of the Council for a period of not less than three (3) months from re-commencement of work after the parental leave has terminated. In consideration of the recipient's good faith, a bond shall be signed between the Parties which shall reimburse any monies paid, should the recipient leave the employ of the Council within the period stated above.

2.12 Sick Leave / Absenteeism

Sick leave will accrue in accordance with the relevant Award and employees will be paid an amount equal to five (5) days pay (see table) if the employee takes no more than two (2) days sick leave or is not absent for more than two (2) days during the fifty-two (52) weeks following the commencement of this Certified Agreement. Such payment shall be withheld if no Doctors certificate was produced for leave taken in addition to the aforementioned two (2) days. The payment, equal to five (5) days pay (see table), shall be made in the first full pay period after the expiry of the aforementioned fifty-two (52) week period.

Family leave of up to five (5) days may be taken, provided doctor's certificates are produced, without it affecting the sick leave bonus.

No pro-rata payment shall be made where the services of an employee is terminated, for any reason, during the fifty-two (52) week period.

For employees who commence work during the fifty-two (52) week period, the following bonus

arrangements will apply: -

Term of Employment	Bonus to be Paid				
	Works	Plumbers & Parks / Gardens			
Up to 13 weeks	Nil	Nil			
More than 13 weeks up to 26 weeks	0.5 hours	9.5 hours			
More than 26 weeks up to 39 weeks	17 hours	19 hours			
More than 39 weeks up to 51 weeks	25.5 hours	28.5 hours			
Over 51 weeks	42.5 hours	38 hours			

Due to transition and changeover of doctors in the district, it will be at the discretion of the employee's Supervisor to sign a declaration when it has been difficult to see a doctor (due to timing and availability) to obtain a doctor's certificate.

The use of sick leave is to be monitored to gauge the effectiveness of the bonus scheme. If there is no measurable benefit the scheme is to be considered for exclusion in subsequent agreements.

2.13 Bereavement Leave

Employees may be granted up to four (4) days bereavement leave if attending a funeral somewhere other than Quilpie Shire, on full pay on each occasion, where the deceased person was related to the employee in any of the circumstances listed below.

Employees may be granted up to two (2) days bereavement leave if attending a funeral within Quilpie Shire, on full pay on each occasion, where the deceased person was related to the employee in any of the circumstances listed below.

Wife, de-facto wife, husband, de-facto husband, father, mother, father-in-law, mother-in-law, brother, sister, child or step-child, step-father, step-mother, half-brother, half-sister, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, de-facto grandfather, grandmother, de-facto grandmother, grandson or granddaughter, uncles, aunts, nieces and nephews.

This shall be subject to the production of evidence of death satisfactory to the employer or the completion of a statutory declaration under the provision of the Oaths Act.

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

2.14 Span of Hours

Both parties recognise that efficiencies can be gained by increasing the span of hours in which work may be performed without further penalty.

Where special projects require, full time employees ordinary hours of work shall be worked continuously except for meal breaks and rest pauses between the hours of 5.00am and 7.00pm.

2.15 Rostered Days Off – All Staff Excluding Parks/Gardens Staff, Plumbers/Plumbing Staff & Workshop Staff

Except where provided herein staff will work a nine (9) day work cycle.

For long week (5 Day Week)

Monday, Tuesday, Wednesday, Thursday, nine (9) hours ordinary per day on the job, plus usual service and travel time.

Friday six (6) hours on the job, then travel to camp/town.

Short Week (RDO Week)

Monday, Tuesday, Wednesday, Thursday, eight and half (8 ½) hours per day on the job, plus usual service and travel time.

Friday (RDO).

RDO's will not apply to Parks/Gardens Staff, Plumbers/Plumbing Staff and Workshop Staff.

2.16 T.O.I.L. (Time Off In Lieu)

Overtime worked may be accrued at the employees option and taken as Time Off In Lieu at a time mutually agreeable to both parties.

Time Off In Lieu to accrue at normal time, which is that one (1) hour worked for overtime purposes will translate to one (1) hour for Time Off In Lieu.

Staff may take time off in lieu of approved overtime. If an employee chooses this option, the paymaster will keep a register of overtime to be completed by the employee and signed by the Chief Executive Officer.

2.17 Leave Without Pay

When an employee applies for Leave Without Pay and it is granted by the Chief Executive Officer, such leave will not constitute a break in continuity of service of the employee, however accrual of benefits and leave during this period will be suspended.

2.18 Travel Arrangements

All travel outside of standard hours done by Employees of the Quilpie Shire Council will be at relevant overtime rates.

2.19 Servicing Time

Service overtime will be paid at one and one half times the ordinary rate of pay where the machine the employee operates works four (4) or more hours during the day and servicing is performed outside of normal hours. Servicing is to be performed at the time which least disrupts Councils operations and will be at the discretion of the Overseer.

2.20 Timesheets

To allow more accurate costing to occur, all employees will complete a weekly time sheet, which includes the time they have worked on various jobs, the plant usage and other details presently recorded on their plant working return and give it to their supervisor for authorisation at the completion of each working week.

2.21 Payment of Wages

The current practice of payment of salaries and wages on a fortnightly pay cycle shall continue.

This will be by direct debit into the employees nominated bank accounts and will be available no later than the following Wednesday after the end of the pay period.

2.22 Training

Management recognises that a multi-skilled workforce is a great asset.

Management will provide the opportunity for staff to gain further skills during on the job training. This training will be conducted at the Works Manager discretion during time where the works schedule allows, so the staff may gain the widest experience possible.

A Training Plan will be implemented, with off the job training programmed as and when required. This plan will be formulated within three (3) months of the commencement of this agreement.

An External Training Policy will be formulated and agreed to by the parties for the attendance of staff training at places other than Quilpie. This policy will include details of travel arrangements, accommodation and meals.

2.23 Workplace Health and Safety

Management is committed to the health and safety of its employees whilst at work and will provide appropriate training to all staff on an ongoing basis.

Staff are required to meet their obligations under the Workplace Health and Safety legislation, in particular by wearing safety clothing and personal protective equipment.

2.24 Group Specific Arrangements

Where the circumstances require, and where the majority of employees agree, group specific arrangements may be established to deal with a specific project.

The process for the development of specific project or work team agreements will be as follows:-

- 1. All employees who are being asked to work under this Group Specific Agreement (GSA) are asked to vote.
- 2. It is the Council's intention to seek agreement of all employees affected by the GSA. However, if this is not achievable the following will apply:-
 - (a) If a majority of 70% or more of the employees affected agrees by way of a vote, the GSA can be implemented.
 - (b) Employees are to participate in the identification of the Flexible Working Agreement and/or facilitative provisions under the relevant Award to be applied under the GSA.
 - (c) Employees will be provided with a copy of the draft GSA and be given no less than two (2) full working days prior to being asked to vote. All employees covered by the GSA will sign the document to signify understanding of the content of the GSA.

- 3. The project team/work group would monitor the GSA on a monthly basis and review conditions.
- 4. All new employees to the group or project will receive a copy of the GSA and agree to its terms before commencement of employment on the site.
- 5. If half or more of the employees leave the specific project the GSA must be renegotiated.
- 6. The GSA would alter the terms and conditions of this agreement.

2.25 Communications Matters

Management is committed to continuing a structure, which provides for good communication between itself and its employees.

The following points are also agreed:-

- a) Where there is policy change within the organisation affected staff will be consulted prior to implementation.
- b) Management will implement and support procedures to optimise co-ordination and communication between functional areas.

2.26 Productivity and Efficiency Measures

The parties recognise that improved service to the public and internal clients constitutes a productivity increase within the Council.

Where possible, the parties will aim to improve the quality, efficiency and accessibility of client services.

The parties agree through consultative processes to the development of benchmarks and key performance indicators with a view to having benchmarks and key performance indicators fully implemented at the commencement of the next Enterprise Bargaining Agreement.

2.27 Salary Sacrifice / Packages

The parties agree that employees shall be permitted to salary sacrifice/package part of their wages into any area that complies with the relevant taxation legislation, subject to independent financial advice being sought by the respective staff member prior to entering into the salary sacrifice and provided that it is at no cost to Council.

2.28 Filling of Vacant Positions/Job Security/Use of Contractors

2.28.1 Filling of Vacant Positions

Subject to operational requirements, all positions that are vacant will be filled where possible and all positions will have a position description.

All positions will be classified in accordance with the level definitions provided for in the parent award, unless specified otherwise in this agreement.

Council will consider the merits of calling positions internally in the first instance where there is a demonstrated and suitably qualified applicant pool internally.

Selection shall be made based on merit in all cases.

2.28.2 Job Security

The parties acknowledge that job security for employees assists in ensuring workforce stability, cohesion and motivation.

The parties agree that direct employment by the employer is generally the preferred method of delivering services.

The employer supports the accepted industrial principle that temporary and casual employees have the right to raise concerns with their employer in relation to their employment status or any other work related matters without fear of victimisation.

The employer acknowledges that long-term casual employees have rights in accordance with the provisions of the relevant legislation.

2.28.3 Use of Contractors

The parties recognise that Council wishes to preserve as many of the positions that currently exist within Council.

Council will take reasonable steps to ensure that Council has the benefit of a stable and committed workforce however, the parties recognise that Council will require the use of contractors to carry out council work.

Council's permanent full time employees will where possible be given first preference to higher duties positions over contractors, operations permitting.

Council may use contractors where the work volume is beyond the capacity of Council resources or existing staff (Capacity shall not be measured by artificial means, for example the non filling of vacancies or running down of plant/equipment).

Contractors will also be used where the type of work or specialisation required is beyond the capacity of Council resources or existing staff.

The use of contractors/labour hire personnel will be managed in a manner that ensures, as best as possible, the best business needs are met without eroding the job security of existing permanent employees.

PART THREE

3.1 Signatories

SIGNATORIES

Signed for and on behalf of Quilpie Shire Council In the presence of	
Signed for and on behalf of The Australian Workers' Union of Employees, Queensland In the presence of:	<u> </u>
Signed for and on behalf of the Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees	
Signed for and on behalf of The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland	

Appendix A

Classification			2012		2013		2014	
	EBA -	EBA -						
	8/11/2010	8/11/11						
			3%	30.00	3%	30.00	3%	30.00
Level 1 - Less than 6 months	745.70	782.99		812.9 9		842.99		872.99
Level 1 - After 6 months	757.85	795.74		825.7 4		855.74		885.74
Level 2 -	770.00	808.50		838.5 0		868.50		898.50
Level 3 -	782.20	821.31		851.3 1		881.31		911.31
Level 4 -	794.45	834.17		864.1 7		894.17		924.17
Level 5 -	808.95	849.40		879.4 0		909.40		939.40
Level 6 -	833.35	875.02		905.0 2		935.02		965.02
Level 7 -	857.65	900.53		930.5 3		960.53		990.53
Level 8 -	879.75	923.74		953.7 4		983.74		1013.7 4
Level 9 -	904.05	949.25		979.2 5		1009.2 5		1039.2 5

Engineering A	ward - Stat	e 2002						
Classification		cation 2012			2013		2014	
(Level)	EBA - 8/11/10	EBA - 8/11/11						
			3%	30.00	3%	30.00	3%	30.00
C14	699.30	734.27		764.27		794.27		824.27
C13	718.85	754.80		784.80		814.80		844.80
C12	745.15	782.41		812.41		842.41		872.41
C11	769.55	808.03		838.03		868.03		898.03
C10	808.95	849.40		879.40		909.40		939.40
C9	833.35	875.02		905.02		935.02		965.02
C8	857.65	900.53		930.53		960.53		990.53
C7	879.75	923.74		953.74		983.74		1013.74
C6	928.50	974.93		1004.93		1034.93	1065.33	
C5	952.20	999.81		1029.81	1060.70		1092.52	
C4	977.20	1026.06	1056.84		1088.55		1121.20	
C3	1025.95	1077.25	1109.57		1142.85		1177.14	
C2 (A)	1050.40	1102.92	1136.01		1170.09		1205.19	
C2 (B)	1094.45	1149.17	1183.65		1219.15		1255.73	

Building Trades Public Sector Award - State										
Level			2012		2013		2014			
	EBA - 8/11/10	EBA - 8/11/11								
			3%	30.00	3%	30.00	3%	30.00		
BW 1 (A)	733.45	770.12		800.12		830.12		860.12		
BW 1 (B)	748.05	785.45		815.45		845.45		875.45		
BW 1 ('C)	757.40	795.27		825.27		855.27		885.27		
BW 1 (D)	769.55	808.03		838.03		868.03		898.03		
BW 2	787.10	826.45		856.45		886.45		916.45		
Trade BT 1	808.95	849.40		879.40		909.40		939.40		
Trade BT 2	833.35	875.02		905.02		935.02		965.02		
Trade BT 3	857.65	900.53		930.53		960.53		990.53		