

**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/2019/127)*

**NORTHERN PENINSULA AREA REGIONAL COUNCIL CERTIFIED  
AGREEMENT 2019**

**Certificate of Approval**

On 20 December 2019, 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 2019**

**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:** 20 December 2019

**Nominal Expiry Date:** 20 December 2022

**Previous Agreement:** *NPARC Certified Agreement, 2012-2014*

**Termination Date of  
Previous Agreement:** 20 December 2019

By the Commission

J.W. MERRELL  
Deputy President  
20 December 2019

**NORTHERN PENINSULA AREA REGIONAL  
COUNCIL**

**CERTIFIED AGREEMENT**

**2019**

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## **PART A. TECHNICAL MATTERS**

### **1. Title of this Agreement**

This Agreement shall be known as the NPARC Certified Agreement 2019.

### **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 for a period of three (3) years.

### **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 Queensland 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 Provided that 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. Consultation – Introduction of changes**

**8.1 NPARC's duty to notify**

- (a) Before NPARC decides 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 8.1(a) and (b) an alteration shall be deemed not to have significant effect.

**8.2 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 8.1.
- (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 8.2(c), NPARC shall not be required to disclose confidential information, the disclosure of which would be adverse to NPARC's interests

**9. Join Consultative Committee (JCC)**

- 9.1 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.
- 9.2 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.
- 9.3 The JCC shall be comprised of three (3) NPARC management representatives, two (2) Union representatives (officials and/or delegates) from each of the Union's parties to this Agreement and four (4) Employee representatives and shall meet once every three (3) months.

## **PART B. REMUNERATION**

### **10. Wage Increases**

- 10.1 NPARC agrees to pay Employees covered by this Agreement, wage increases in accordance with the following schedule:
- (a) 5.5% from the date of certification of this agreement;
  - (b) 3.5% from the 1<sup>st</sup> pay period after the 1<sup>st</sup> anniversary of certification; and
  - (c) 3.5% from the 1<sup>st</sup> pay period after the 2<sup>nd</sup> anniversary of certification.

### **11. Wages**

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

### **12. Special loading**

- 12.1 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; or
  - (c) any other reason considered appropriate by the CEO.
- 12.2 The special loading paid under clause 12.1, shall be reviewed annually by the CEO.
- 12.3 Where the circumstances stipulated in clause 12.1 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 8 weeks' notice.

### **13. Higher duties**

- 13.1 Subject to clause 13.2, where required to perform a higher level role, the Employee shall be paid for a minimum of two (2) hours at the higher rate. Any work performed at the higher role thereafter shall be paid at the higher rate for the time so engaged.
- 13.2 Notwithstanding clause 13.1, 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.

### **14. Casual loading**

- 14.1 Casual Employees covered by Stream B and C Awards shall be paid a casual loading of 23% 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.
- 14.2 Casual Employees covered by the Stream A Award 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.
- 14.3 The casual loading is not paid during any overtime, but is paid in addition to any penalty payments that are payable to the Employee.



**15. Method of payment**

- 15.1 Subject to clause 15.2, Employees will be paid fortnightly in arrears by electronic funds transfer.
- 15.2 An alternative method and timing of pay for an individual Employee may be used where agreed by NPARC and the Employee.

**16. Salary sacrifice**

- 16.1 Employees may salary sacrifice any additional superannuation contributions paid into a superannuation fund of their choice as long as the fund accepts payments by electronic funds transfer.
- 16.2 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.

**17. Superannuation**

- 17.1 Superannuation will be paid in accordance with the relevant legislative requirements.
- 17.2 The default superannuation fund to apply to all Employees is LGIA 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**

**18. Classification structure**

- 18.1 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.
- 18.2 NPARC shall use their best endeavours to undertake a review of the current classification structure and to have that review completed within 18 months after certification of this Agreement.
- 18.3 The classification structure comprises 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.
- 18.4 Band 1 comprises the following levels:
  - (a) Level 1:  
Employees mostly involved with work that can be quickly learnt and that involves limited decision making.
  - (b) Level 2:  
Employees mostly involved with work that requires some skills and expertise and who may be required to make decisions as a routine part of their work. Skills required of Band, Level 2 positions are consistent with those normally associated with Certificate Level 3 competencies under the Australian Qualifications Framework.
  - (c) Level 3:  
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. Skills required of Band 1, Level 3 positions are consistent with those normally associated with Certificate Level 4 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.

(d) Level 4:

Working as a tradesperson or in a role that requires qualifications or skills that are equivalent in nature to those of a tradesperson. 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.

18.5 Band 2 comprises the following levels:

(a) Level 1

(i) Employees who are supervising less than four (4) Employees who are doing operational work with limited supervisory requirements, or 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.

(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.

(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.

(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.

18.6 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.
- (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 30.1 of this Agreement.
  - (v) Employees at this level would be allowed to utilise the TOIL provisions under clause 36 of this Agreement.

## **PART D. CODE OF CONDUCT**

### **19. Code of Conduct**

- 19.1 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**

### **20. General**

- 20.1 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 shall be adjusted annually in accordance with the State Wage Case General Ruling during each year of the life of this Agreement.
- 20.2 Notwithstanding Clause 20.1, the parties acknowledge that:
- (a) The Locality Allowance referenced in Division 2 – Section 1 of Stream A Award is currently subject to a challenge before the Industrial Tribunal/s in relation to its applicability to NPARC;
  - (b) Should the final outcome decided by the Industrial Tribunal/s apply the Locality Allowance to NPARC, all Employees covered by Stream A Award shall be paid that Allowance in accordance with any transitional arrangements that may be decided by the Industrial Tribunal/s. Payment of the Locality Allowance under this Clause will be effective from the date of certification of this Agreement.

### **21. Single Industry Allowance**

- 21.1 Subject to clause 21.2, an allowance of \$0.50 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.

- 21.2 The allowance under this clause 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 1 (Engineering and Electrical/Electronic Services) of Stream C Award.
- 21.3 The allowance under this clause 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 21.2.
- 22. Live Sewer Allowance**
- 22.1 An Employee who is required to undertake live sewer work 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.
- 22.2 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.
- 23. Refuse Collection Allowance**
- Drivers of rubbish vehicles and their assistants primarily engaged in the collection of refuse shall be paid an additional \$2.80 per hour whilst directly engaged in refuse collection work.
- 24. Environmental Allowance**
- Band 1 and 2 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 \$32.50 per week.
- 25. Camp Allowance**
- 25.1 A camp allowance of \$48.00 per night shall be paid to Employees who are required and accept to stay the night at camp accommodation where food is not provided.
- 25.2 A camp allowance of \$90.00 per night shall be paid to Employees who are required and accept to stay the night at a “rough camp”.
- 26. First Aid Allowance**
- 26.1 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 \$20 per week.
- 26.2 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.
- 27. Health and Safety Representative Allowance**
- 27.1 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 \$55.00 per fortnight.
- 27.2 The allowance paid under clause 27.1 is not payable to an Employee whose primary role is as a Health and Safety Officer.
- 28. 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 \$14.50.

**29. On Call/Availability Allowance**

- 29.1 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	\$30.00 per day
Saturday	\$37.50 per day
Sunday and public holiday	\$50.00 per day

- 29.1 In addition to the above allowance, Employees shall be entitled to receive penalty rates in accordance with the overtime provisions in clause 35 of this Agreement for the time worked if they are required to report for duty.
- 29.2 Employees directed to remain on call must be able to be contacted and to report fit for duty within 30 minutes.

**30. Recall to duty (Call-out)**

- 30.1 An Employee who is recalled to duty, whether or not in receipt of the on call allowance paid under clause 29, 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 in accordance with NPARC policy as actual time worked.
- 30.2 Notwithstanding clause 30.1, 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 29, 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.
- 30.3 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 in accordance with NPARC policy as actual time worked.

**31. Undertakers Allowance**

- 31.1 Where an Employee is required to perform an undertaking service during normal working hours as part of his or her employment with NPARC, he or she shall be paid an Undertakers Allowance of \$55.00 for each service.
- 31.2 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 the overtime provisions set out in this Agreement. Where this is the case, the Employee will not be entitled to the Undertakers Allowance provided for in clause 31.1.

- 31.3 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 the Undertakers Allowance or the overtime value of the work undertaken outside of normal working hours, whichever is the highest.
- 31.4 The Undertakers Allowance will not be payable where the primary role of the Employee is to perform undertaking services.

## **PART F. HOURS OF WORK**

### **32. Ordinary Hours of Work**

#### **Employees Covered by Stream A Award**

- 32.1 Subject to Clause 32.2, Full-time Employees shall work an average of 36.25 Ordinary Hours per week, or an average of 72.5 Ordinary Hours per fortnight.
- 32.2 Full-time Employees who supervise others who are covered by Stream B or Stream C Awards, shall work the same number of Ordinary Hours as the Employees they supervise, for the duration of such supervision. Supervisors will not be entitled to any additional payment for working such Ordinary Hours during supervision.
- 32.3 Supervisors who work outside of the Ordinary Hours stipulated in Clause 32.2, shall be entitled to have any Overtime payment calculated using 36.25 as the divisor.
- 32.4 Ordinary Hours of Work must not exceed ten (10) hours on any day.
- 32.5 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**

- 32.6 Full-time employees shall work an average of 38 Ordinary Hours per week, or an average of 76 Ordinary Hours per fortnight.
- 32.7 Ordinary hours of work must not exceed ten (10) hours on any day.
- 32.8 Ordinary hours must not be worked on more than ten (10) days in any fortnight and on no more than six (6) consecutive days.
- 32.9 Notwithstanding Clause 32.8, 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.

### **33. Span of Ordinary Hours**

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

### **34. Rostered days off**

- 34.1 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.
- 34.2 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.
- (c) All banked RDOs in excess of one (1) day will be available subject to:
  - (i) An Employee making a written request to be approved by their manager with at least one (1) week notice; and
  - (ii) Before approving a request for utilising an RDO by an Employee, the Manager must ensure that NPARC 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.
- (e) If an Employee is requested to work on an RDO in accordance with clause 31.2(d), such RDO shall be re-allocated to a mutually agreeable day between the Employee and their Manager without attracting penalty rates.
- (f) If a mutually agreeable day cannot be reasonably found, the Employee shall be paid the appropriate penalty rates in accordance with the overtime provisions in clause 35 of this Agreement.
- (g) Before approving the utilisation of RDOs, each Manager of each work group must ensure that no two (2) Employees from the same work group are permitted to take RDOs on the same day.

34.3 RDO arrangements may be cancelled by the CEO, subject to providing the affected Employees with at least 4 weeks' notice and following the appropriate consultation process as stipulated in this Agreement.

### **35. Overtime**

35.1 An Employee may be required to work reasonable overtime upon prior approval by the CEO and shall be entitled to be paid at the following rates:

- (a) For overtime performed outside of the Ordinary Hours of Work, Monday to Saturday – time and one-half for the first three (3) hours and double time thereafter; and
- (b) For overtime performed outside of the Ordinary Hours of Work on Sunday or a public holiday – double time.

35.2 A casual Employee shall be entitled to the overtime payments stipulated in clause 35.1 if required to work more than eight (8) consecutive hours on any day or more than 38 hours in any week.

35.3 The minimum overtime payment for work that is not continuous with the Employee's normal duty shall be three (3) hours.

35.4 Notwithstanding clauses 35.1, 35.2 and 35.3, overtime is not payable to Band 3 Employees who are paid at Level 2. However, these Employees are eligible to access the TOIL provisions under clause 36 of this Agreement.

### **36. Time Off in Lieu**

36.1 Upon approval by the CEO, Employees requested to work overtime may elect to have that acquitted as Time Off in Lieu (TOIL) instead of payment for overtime.

36.2 TOIL shall be accrued and taken on a time for time basis.

36.3 Employees may bank up to an equivalent of three (3) days of TOIL in any three (3) month period. An Employee who does not utilise any banked TOIL in the three (3) month period, due to a refusal by NPARC, will have their banked TOIL paid out at the rate of time and one-half. If an Employee elects not to utilise

their banked TOIL during the three (3) month period, their balance of TOIL will revert back to zero from the first day after the end of that period.

36.4 An application for the utilisation of TOIL made under clause 36.3 will not be unreasonably refused.

36.5 NPARC may direct Employees to utilise banked TOIL upon giving 14 days' written notice.

36.6 Senior Officers are not entitled to accrue or access TOIL.

### **37. Fatigue Management**

37.1 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.

37.2 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.

37.3 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.

37.4 Overtime worked by an Employee recalled to duty who performs work for less than two (2) hours on any such recall, will not be regarded as overtime for the purpose of the Fatigue Management clause.

### **38. Penalty payments**

38.1 The Employee may be required to work some ordinary hours outside the span of Ordinary Hours of Work stipulated in clause 32.

38.2 Where required to work outside the span of Ordinary Hours of Work in accordance with this clause, an Employee shall be entitled to the following penalty payments which will apply to those hours worked outside of the span of Ordinary Hours only:

<b>Day</b>	<b>Time</b>	<b>Retail Shop</b>	<b>Home and Community Centre</b>	<b>All others</b>
<b>Monday to Friday</b>	Before 8:00 am and after 7:00 pm	25%		
	8:00 pm to midnight		20%	
	0:00 am to 6:00 am		30%	
	Before 6:00 am and after 6:00 pm			25%
<b>Saturday</b>	All day	25%	75%	50%
<b>Sunday</b>	All day	100%	75%	100%

38.3 Where required to work on a public holiday, an Employee shall be paid for the Ordinary Hours for the day plus be paid for all hours worked at the rate of 150 per cent, with a minimum payment as for four (4) hours.

38.4 Penalty payments under this clause are not payable to Band 3 Employees who are paid at Level 2.



**39. Split shifts**

- 39.1 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.
- 39.2 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.
- 39.3 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**

**40. Annual Leave**

- 40.1 Employees, other than casuals, shall accrue Annual Leave at the rate of five (5) weeks (25 days) per annum.
- 40.2 Leave shall be taken at a time mutually agreeable to the CEO and the Employee concerned, and it may be taken as a single day.
- 40.3 The CEO may approve a period of Annual Leave where an Employee has available credits, subject to operational requirements.
- 40.4 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.
- 40.5 Employees may accumulate a maximum of ten (10) weeks Annual Leave in their balance.
- 40.6 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.

**41. Christmas/New Year Closure**

The NPARC Administration Offices will 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.

**42. Sick Leave**

- 42.1 Sick Leave is provided for in the relevant Award and the QES and shall apply to all Employees other than casuals.
- 42.2 For Employees covered by Stream A Award, sick 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.
- 42.3 Employees covered by Stream B and Stream C Awards shall accrue Sick Leave at the rate of ten (10) days per year.
- 42.4 An Employee may access their Sick 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.

- 42.5 The entitlement to Sick 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.
- 42.6 Sick Leave will not be accrued during any periods of unpaid leave or unauthorised absence.
- 42.7 Where an Employee receives workers' compensation benefits for a period during which he or she received paid Sick Leave, the Employee shall repay the amount paid for that period and Council will re-credit that Sick Leave to the Employee's balance.
- 42.8 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 sick leave that exceeds two (2) consecutive days shall be contingent upon production by the Employee concerned of either a certificate from a duly qualified medical practitioner or other evidence of illness satisfactory to NPARC.
- 42.9 Failure to notify the supervisor or provide the required medical evidence in accordance with clause 42.6 will result in the absence being considered an unauthorised absence and the Employee will not be entitled to be paid for that absence.
- 42.10 Where sick leave is excessive and establishes a pattern, the CEO may request a medical certificate on every occasion of absence on sick leave.
- 42.11 The requirement for medical evidence under clause 42.8 shall cease after six (6) months, unless the sick leave remains to be excessive and/or continues to form a pattern.
- 42.12 Unused Sick Leave credits will accumulate from year to year without limit but will not be paid out on termination of employment.
- 43. Long Service Leave**
- 43.1 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.
- 43.2 Notwithstanding clause 43.1, due to extenuating circumstances, Employees who complete seven (7) years of service may access any accrued long service leave on full pay upon approval by the CEO.
- 43.3 Portability of long service leave entitlements is provided for in Chapter 8, Part 3, Division 2 of the *Local Government Regulation 2012*.
- 43.4 Subject to Council's ability to provide services not being adversely affected, it is agreed that the CEO will approve longer periods of long service leave on half pay.
- 43.5 Council 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.
- 43.6 The payment stipulated in 43.2 does not apply where the termination of employment was for reasons relating to the Employee's serious misconduct, capacity or performance.
- 44. Bereavement Leave**
- 44.1 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 the QES.

44.2 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. For the removal of doubt, the entitlement under this clause extends beyond the definition of immediate family under the QES.

44.3 The CEO may approve additional Bereavement Leave of up to two (2) 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.

**45. 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 or household who is suffering from a life threatening illness or injury.

**46. Domestic and Family Violence Leave**

46.1 Council recognises the impact of domestic and family violence on affected persons and acknowledges its obligations under Division 7, Part 3, Chapter 2 of the *Industrial Relations Act 2016*.

46.2 An Employee, other than a casual, 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.

46.3 The entitlement under clause 46 in the case of a long term casual Employee shall be to a maximum of ten (10) unpaid days in a year.

46.4 The entitlement under clause 46 in the case of a short term casual Employee shall be to a maximum of two (2) unpaid days in a year.

46.5 Domestic and Family Violence leave under clause 46 does not accumulate from year to year.

**47. Other Leave**

47.1 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.

47.2 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.

**48. Natural Disaster Leave**

48.1 Subject to approval of the CEO, Employees shall be entitled to up to a maximum of three (3) 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.

48.2 Employees are also entitled to up to a maximum of three (3) 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.

48.3 Natural Disaster for the purpose of clause 48 includes, but is not limited to, a natural flood, cyclone, bushfire, tsunami, volcano or earthquake.

48.4 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.

**49. Unauthorised absences**

49.1 Where an Employee is absent from duty without approval, the Employee will not be paid for that absence.

49.2 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.

**50. Abandonment of Employment**

50.1 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.

50.2 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**

**51. General**

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

**52. Training required for an Employee's job**

52.1 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. Where such time is outside the span of Ordinary Hours of Work, the Employee will not be paid penalty payments or overtime rates.

52.2 Examples of training that will be covered under this Section are:

- (a) Plant Operators who require a qualification to operate plant or equipment that are a requirement of the Employee's job;
- (b) Training courses associated with software that is fundamental to an Employee's job such as training in the use of financial software by an Employees who are required to use the system on a daily basis.

52.3 This Section does not cover any costs associated with obtaining or retaining a motor vehicle drivers' licence.

**53. Study assistance and support**

53.1 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.

- 53.2 To be approved, a course of study must be relevant to the Employee's current position or future potential career path with the NPARC.
- 53.3 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.
- 53.4 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.
- 53.5 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 4 hours per week, or an average of 4 hours per week; and
  - (c) unpaid leave to participate in compulsory study activities for which paid leave has not been approved.

## **PART I. DISPUTE RESOLUTION**

### **54. Dispute Resolution**

#### **54.1 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 54.1(a), 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.

**54.2 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.

## PART J. TERMINATION OF EMPLOYMENT

### 55. General provisions

55.1 The CEO may terminate an Employee's employment without prior notice if the Employee is found guilty of misconduct.

55.2 Subject to sub-clauses 55.1, 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

55.3 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.

55.4 The notice periods in clause 55.2 will not apply to any termination during a probation period.

55.5 An Employee who resigns must provide the CEO with the same period of notice as specified in clause 55.2 but without an additional week where the Employee is over 45 years of age.

55.6 Notwithstanding clause 55.3, the CEO may agree to a shorter period of notice from an Employee.

55.7 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 Section.

55.8 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.

### 56. Redundancy

56.1 Any redundancies resulting from changes to the operations of NPARC will be dealt in accordance with the terms of the IR Act and the consultation provisions under this Agreement.

56.2 In the event a position is made redundant, NPARC shall to the Employee severance pay in accordance with the following scale:

The Employee's years of continuous service	Redundancy pay period in weeks
Less than 1 year	Nil
At least 1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6

More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

**57. Payment on death**

- 57.1 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.
- 57.2 Payment of an amount authorised by the CEO under 57 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**

**58. Union delegates**

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

**59. Deduction of Union fees**

- 59.1 An Employee may request, in writing, to have his or her annual Union membership fees deducted from their salary.
- 59.2 If request is made in accordance with clause 59.1, NPARC shall make the requested deduction and pay them directly to the Union nominated by the Employee.



## APPENDIX 1 – PAY RATE

### 1. Wages rates of Employees who are currently covered by Stream A Award - Division 2 – Section 1 Administration

Classification Level	Weekly base rate of pay from date of Certification - 5.5%	Weekly base rate of pay from the 1 <sup>st</sup> anniversary of Certification - 3.5%	Weekly base rate of pay from the 2 <sup>nd</sup> Anniversary of Certification - 3.5%
Band 1, Level 1	\$859.53	\$889.61	\$920.75
Band 1, Level 1	\$859.53	\$889.61	\$920.75
Band 1, Level 1	\$859.53	\$889.61	\$920.75
Band 1, Level 2	\$896.41	\$927.79	\$960.26
Band 1, Level 2	\$896.41	\$927.79	\$960.26
Band 1, Level 2	\$896.41	\$927.79	\$960.26
Band 1, Level 3	\$969.78	\$1,003.72	\$1,038.85
Band 1, Level 3	\$969.78	\$1,003.72	\$1,038.85
Band 1, Level 4	\$1,048.35	\$1,085.05	\$1,123.02
Band 1, Level 4	\$1,048.35	\$1,085.05	\$1,123.02
Band 2, Level 1	\$1,048.35	\$1,085.05	\$1,123.02
Band 2, Level 1	\$1,048.35	\$1,085.05	\$1,123.02
Band 2, Level 1	\$1,048.35	\$1,085.05	\$1,123.02
Band 2, Level 1	\$1,048.35	\$1,085.05	\$1,123.02
Band 2, Level 2	\$1,179.45	\$1,220.73	\$1,263.45
Band 2, Level 2	\$1,179.45	\$1,220.73	\$1,263.45
Band 2, Level 2	\$1,179.45	\$1,220.73	\$1,263.45
Band 2, Level 2	\$1,179.45	\$1,220.73	\$1,263.45
Band 2, Level 3	\$1,310.54	\$1,356.41	\$1,403.89
Band 2, Level 3	\$1,310.54	\$1,356.41	\$1,403.89
Band 2, Level 3	\$1,310.54	\$1,356.41	\$1,403.89
Band 2, Level 4	\$1,441.24	\$1,491.68	\$1,543.89
Band 2, Level 4	\$1,441.24	\$1,491.68	\$1,543.89
Band 2, Level 4	\$1,441.24	\$1,491.68	\$1,543.89
Band 3, Level 1	\$1,677.37	\$1,736.07	\$1,796.84
Band 3, Level 1	\$1,677.37	\$1,736.07	\$1,796.84
Band 3, Level 1	\$1,677.37	\$1,736.07	\$1,796.84
Band 3, Level 2	\$1,767.57	\$1,829.43	\$1,893.46

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

**(a) Division 2 – Section 5 – Operational Services**

<b>Classification Level</b>	<b>Weekly base rate of pay from date of Certification - 5.5%</b>	<b>Weekly base rate of pay from the 1st anniversary of Certification - 3.5%</b>	<b>Weekly base rate of pay from the 2nd Anniversary of Certification - 3.5%</b>
Band 1, Level 1	\$859.53	\$889.61	\$920.75
Band 1, Level 2	\$896.41	\$927.79	\$960.26
Band 1, Level 2	\$896.41	\$927.79	\$960.26
Band 1, Level 3	\$969.78	\$1,003.72	\$1,038.85
Band 1, Level 3	\$969.78	\$1,003.72	\$1,038.85
Band 1, Level 4	\$1,048.35	\$1,085.05	\$1,123.02
Band 2, Level 1	\$1,048.35	\$1,085.05	\$1,123.02
Band 2, Level 2	\$1,179.45	\$1,220.73	\$1,263.45
Band 2, Level 3	\$1,310.54	\$1,356.41	\$1,403.89
Band 2, Level 3	\$1,310.54	\$1,356.41	\$1,403.89
Band 2, Level 3	\$1,310.54	\$1,356.41	\$1,403.89
Band 2, Level 4	\$1,441.24	\$1,491.68	\$1,543.89
Band 2, Level 4	\$1,441.24	\$1,491.68	\$1,543.89
Band 2, Level 4	\$1,441.24	\$1,491.68	\$1,543.89

**(b) Division 2 – Section 5 – Operational Services – Retail Employees only**

<b>Classification Level</b>	<b>Weekly base rate of pay from date of Certification - 5.5%</b>	<b>Weekly base rate of pay from the 1st anniversary of Certification - 3.5%</b>	<b>Weekly base rate of pay from the 2nd Anniversary of Certification - 3.5%</b>
Retail Band 1, Level 1	\$886.79	\$917.83	\$949.95
Retail Band 1, Level 2	\$924.07	\$956.42	\$989.89
Retail Band 1, Level 2	\$924.07	\$956.42	\$989.89
Retail Band 1, Level 3	\$999.84	\$1,034.84	\$1,071.06
Retail Band 1, Level 3	\$999.84	\$1,034.84	\$1,071.06
Retail Band 1, Level 4	\$1,081.23	\$1,119.07	\$1,158.24
Retail Band 2, Level 1	\$1,081.23	\$1,119.07	\$1,158.24
Retail Band 2, Level 2	\$1,216.33	\$1,258.90	\$1,302.96
Retail Band 2, Level 3	\$1,351.43	\$1,398.73	\$1,447.69
Retail Band 2, Level 3	\$1,351.43	\$1,398.73	\$1,447.69
Retail Band 2, Level 3	\$1,351.43	\$1,398.73	\$1,447.69
Retail Band 2, Level 4	\$1,486.54	\$1,538.57	\$1,592.42
Retail Band 2, Level 4	\$1,486.54	\$1,538.57	\$1,592.42
Retail Band 2, Level 4	\$1,486.54	\$1,538.57	\$1,592.42

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

<b>Classification Level</b>	<b>Weekly base rate of pay from date of Certification - 5.5%</b>	<b>Weekly base rate of pay from the 1st anniversary of Certification - 3.5%</b>	<b>Weekly base rate of pay from the 2nd Anniversary of Certification - 3.5%</b>
Band 1, Level 1	\$859.53	\$889.61	\$920.75
Band 1, Level 2	\$896.41	\$927.79	\$960.26
Band 1, Level 3	\$969.78	\$1,003.72	\$1,038.85

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

<b>Classification Level</b>	<b>Weekly base rate of pay from date of Certification - 5.5%</b>	<b>Weekly base rate of pay from the 1st anniversary of Certification - 3.5%</b>	<b>Weekly base rate of pay from the 2nd Anniversary of Certification - 3.5%</b>
Band 1, Level 1	\$859.53	\$889.61	\$920.75
Band 1, Level 2	\$896.41	\$927.79	\$960.26
Band 1, Level 3	\$969.78	\$1,003.72	\$1,038.85

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

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

<b>Classification Level</b>	<b>Weekly base rate of pay from date of Certification - 5.5%</b>	<b>Weekly base rate of pay from the 1st anniversary of Certification - 3.5%</b>	<b>Weekly base rate of pay from the 2nd Anniversary of Certification - 3.5%</b>
Band 1, Level 1	\$859.53	\$889.61	\$920.75
Band 1, Level 1	\$859.53	\$889.61	\$920.75
Band 1, Level 2	\$896.41	\$927.79	\$960.26
Band 1, Level 3	\$969.78	\$1,003.72	\$1,038.85
Band 1, Level 4	\$1,048.35	\$1,085.05	\$1,123.02
Band 2, Level 1	\$1,048.35	\$1,085.05	\$1,123.02
Band 2, Level 2	\$1,179.45	\$1,220.73	\$1,263.45
Band 2, Level 3	\$1,310.54	\$1,356.41	\$1,403.89

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

<b>Classification Level</b>	<b>Weekly base rate of pay from date of Certification - 5.5%</b>	<b>Weekly base rate of pay from the 1st anniversary of Certification - 3.5%</b>	<b>Weekly base rate of pay from the 2nd Anniversary of Certification - 3.5%</b>
Band 1, Level 1	\$859.53	\$889.61	\$920.75
Band 1, Level 2	\$896.41	\$927.79	\$960.26
Band 1, Level 3	\$969.78	\$1,003.72	\$1,038.85
Band 1, Level 4	\$1,048.35	\$1,085.05	\$1,123.02
Band 2, Level 1	\$1,048.35	\$1,085.05	\$1,123.02
Band 2, Level 2	\$1,179.45	\$1,220.73	\$1,263.45
Band 2, Level 2	\$1,179.45	\$1,220.73	\$1,263.45
Band 2, Level 3	\$1,310.54	\$1,356.41	\$1,403.89
Band 2, Level 3	\$1,310.54	\$1,356.41	\$1,403.89
Band 2, Level 4	\$1,441.24	\$1,491.68	\$1,543.89

#### 4. 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:

<b>Classification Level</b>	<b>Hourly Base Rate of Pay as a percentage of the <u>relevant Band 1, Level 4</u> rate</b>
1st year apprentice	55%
2nd year apprentice	75%
3rd year apprentice	90%
4th 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 expiring Certified Agreement	Level under expiring Certified Agreement	Level under Current Stream A Award
Level 1, 1 <sup>st</sup> year	Clerical Officer 1 <sup>st</sup> year	Level 2	Band 1, Level 1	Band 1, Level 1	Level 1, year 2
Level 1, 2 <sup>nd</sup> year	Clerical Officer 2 <sup>nd</sup> year	Level 3			Level 1, year 2
Level 1, 3 <sup>rd</sup> year	Clerical Officer 3rd year				Level 1, year 3
Level 1, 4 <sup>th</sup> year					Level 1, Year 4
Level 2, 1 <sup>st</sup> year	Clerical Officer 4 <sup>th</sup> year	Level 4	Band 1, Level 2	Band 1, Level 2	
Level 2, 2 <sup>nd</sup> year	Clerical Officer 5 <sup>th</sup> year	Level 5			Level 1, year 5
Level 2, 3 <sup>rd</sup> year	Clerical Officer 6 <sup>th</sup> year				Level 1, year 6
Level 3, 1 <sup>st</sup> year	Clerical Officer 7 <sup>th</sup> year	Level 7	Band 1, Level 3	Band 1, Level 3	Level 2, year 1
Level 3, 2 <sup>nd</sup> year					Level 2, year 2
Level 4, 1 <sup>st</sup> year	Admin Officer Grade I, on appointment	Level 8	Band 1, Level 4	Band 1, Level 4	Level 2, year 3
Level 4, 2 <sup>nd</sup> year	Admin Officer Grade I, after 6 months				Level 2, year 4
Level 5, 1 <sup>st</sup> year	Admin Officer Grade I, at employer’s assessment	Level 10	Band 2, Level 1	Band 2, Level 1	Level 3, year 1
Level 5, 2 <sup>nd</sup> year	Admin Officer Grade II, on appointment				Level 3, Year 2
	Admin Officer Grade II, after 6 months				Level 3, year 3
	Admin Officer Grade II, at employer’s assessment				
	Admin Officer Grade III, on appointment				Level 3, year 4
	Admin Officer Grade III,				

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

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

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

<b>Levels under the Award for Accommodation and Care Services Employees for Aged Persons - State (Excluding South-East Queensland) 2012</b>	<b>Level under current Stream B Award - Aged Care Services (Other than Nursing)</b>	<b>Levels under the current Agreement</b>
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**

<b>Levels under the Health and Fitness Centres, Swim Schools and Indoor Sports Award - State 2012</b>	<b>Level under current Stream B Award - Health, Sports and Fitness Services</b>	<b>Levels under the current Agreement</b>
Fitness Instructor Level 1	Fitness Instructor Level 1	Band, 1 Level 1
Fitness Instructor Level 2	Fitness Instructor Level 2	
Fitness Instructor Level 3	Fitness Instructor Level 3	Band 1, Level 2

(c) **Division 2 – Section 5 – Operational Services**

<b>Levels under the Local Government Employees Award - State 2003</b>	<b>Level under current Stream B Award - Operational</b>	<b>Levels under the current Agreement</b>
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	
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	Band 2, Level 3



Level 8	Level 8	
Level 9	Level 9	
Level 7	Level 7	Band 2, Level 4
Level 8	Level 8	
Level 9	Level 9	

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

<b>Levels under the Retail Industry Award – State 2004</b>	<b>Level under current Stream B Award - Operational</b>	<b>Levels under the current Agreement</b>
Shop Assistant Floorlaying Employee	Level 1, first 6 months	Band 1, Level 1
	Level 1- after first 6 months	
First Level Supervisor	Level 2	Band 1, Level 2
Section Head Floorlaying Hand	Level 3	
Second Level Supervisor/shop manager Department Manager	Level 4	Band 1, Level 3
	Level 5	Band 1, Level 4
	Level 5	Band 1, Level 4
Manager	Level 6	Band 2, Level 1
	Level 6	Band 2, Level 2
	Level 7	Band 2, Level 3
	Level 8	
	Level 9	
	Level 7	Band 2, Level 4
	Level 8	
	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
BW1	Building Worker Level 1(a), New Entrant	Band 1, Level 1
	Building Worker Level 1(b), after 3 months in the industry	
	Building Worker Level 1(c), after 12 months in the industry	
	Building Worker Level 1(d)	Band 1, Level 2
BW2	Building Worker Level 2	Band 1, Level 3
Building Tradesperson Level 1	Building Tradesperson, Level 1	Band 1, Level 4 Band 2, Level 1
Building Tradesperson Level 2	Building Tradesperson, Level 2	Band 2, Level 2
Building Tradesperson Level 3	Building Tradesperson, Level 3	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	Band 2, Level 3
C5	C5	
C4	C4	Band 2, Level 4
C3	C3	
C2(a)	C2(a)	
C2(b)	C2(b)	

**SIGNATORIES**

Signed for and on behalf of the  
**NORTHERN PENINSULA AREA REGIONAL COUNCIL**  
} .....  
}  
} Graeme Gillam  
} (Print Name)  
}  
} CEO  
} (Title)

In the presence of  
.....  
Stanley Joy  
(Print Name of Witness)

Signed for and on behalf of

**QUEENSLAND SERVICES,  
INDUSTRIAL UNION OF  
EMPLOYEES**

}.....  
}  
} Neil Henderson  
} (Print Name)  
}  
} Secretary  
} (Title)

In the presence of

.....  
  
Mr Cary Pollock  
(Print Name of Witness)

Signed for and on behalf of the  
**THE AUSTRALIAN WORKERS' UNION  
OF EMPLOYEES, QUEENSLAND**

}.....  
}  
} Stephen Baker  
}       Print Name)  
}  
} Secretary  
}       (Title)

In the presence of

.....  
  
Breanna Beattie  
                    (Print Name of Witness)