

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Goondiwindi Regional Council

AND

The Australian Workers' Union of Employees, Queensland

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

Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

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

(Matter No. CB/2019/130)

**GOONDIWINDI REGIONAL COUNCIL CERTIFIED AGREEMENT 2019-2021
OUTDOOR**

Certificate of Approval

On 14 January 2020 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

Name of Agreement: *Goondiwindi Regional Council Certified Agreement 2019-2021
OUTDOOR*

Parties to the Agreement:

- Goondiwindi Regional Council;
- The Australian Workers' Union of Employees, Queensland
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;

Operative Date: 14 January 2020

Nominal Expiry Date: 21 January 2023

Previous Agreements: *Goondiwindi Regional Council Certified Agreement Number 2 -
Outdoor 2012*

Termination Date of

Previous Agreements: 14 January 2020 (Matter No CB/2019/129)

S C PIDGEON

14 January 2020



CERTIFIED AGREEMENT

**OUTDOOR
2019-2021**

Regional Australia at Its Best

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PART 1 – INTRODUCTION

1.1 TITLE

This Certified Agreement shall be known as Goondiwindi Regional Council Certified Agreement 2019 – 2021 OUTDOOR.

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1.3 DATE AND PERIOD OF OPERATION

This Agreement shall operate from the first pay period to commence on or after certification of this agreement and shall remain in force for a period of three (3) years. The Agreement shall continue to have full effect following the nominal expiry date until it is varied or terminated in accordance with the Act.

1.4 DEFINITIONS

1.4.1 *Act*

Reference to the “Act” shall mean the *Industrial Relations Act 2016*.

1.4.2 *Awards*

The Award is set out in Clause 1.7.

1.4.3 *Best Practice*

To be the best in each area of Council's activities. This incorporates the concept of improvement, performance measurement, bench marking and team based approaches to problem solving.

1.4.4 *Productivity*

Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.

Productivity gains may be in a variety of forms, which may include:-

- The provision of the same level and quality of services at a lesser input;
- The provision of a greater level of customer service at the same or lesser input;
- The development of a capacity to provide increased services in those work units where growth is occurring;
- Updated technology and
- An agreed combination of the above.

1.4.5 Multi-Skilling

Multi-skilling means that employees will undertake all tasks for which they are trained, legally qualified and competent to do and it is used to maximise the performance of tasks.

1.4.6 QIRC or Commission

The term “QIRC” or “Commission” shall mean the Queensland Industrial Relations Commission (the Commission).

1.4.7 Unions

Reference to “Unions” shall mean the unions listed in clause 1.6.

1.4.8 Council

The term “Council” shall mean the Goondiwindi Regional Council (GRC).

1.4.8 JCC

The term “JCC” shall mean the Joint Consultative Committee.

1.5 APPLICATION

1.5.1 This Agreement applies to all employees employed by Goondiwindi Regional Council who are covered by the Award listed in clause 1.7.

1.5.2 The terms and conditions of the relevant Award listed in clause 1.7 shall apply unless excluded or modified as an expressed term of this Agreement.

1.6 PARTIES BOUND

1.6.1 The Parties to the Agreement are Goondiwindi Regional Council (Council) and its employees including trainees and apprentices and the following Unions:-

- (a) The Australian Workers' Union of Employees, Queensland (AWU);
- (b) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU);
- (c) Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU) and
- (d) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;

1.7 RELATIONSHIP TO PARENT AWARD

1.7.1 This Agreement shall be read and interpreted wholly in conjunction with the awards listed below, provided that where there is any inconsistency between the Agreement and the Award listed below, the Agreement shall take precedence to the extent of the inconsistency. Further, where this Agreement is silent, the provisions of the following streams of the Local Government Industry Award 2017 shall apply:

- Queensland Local Government Industry (Stream B) Award – State 2017; and
- Queensland Local Government Industry (Stream C) Award – State 2017.

1.8 RENEGOTIATION

The Parties undertake to commence discussions for renegotiation of this agreement six (6) months prior to the expiry date, and to aim to finalise negotiations for a new agreement by the expiry date.

1.9 NO EXTRA CLAIMS

The Parties to this agreement agree not to pursue any further claims during the duration of this agreement.

PART 2 – OBJECTIVES AND EMPLOYMENT RELATIONSHIPS

2.1 OBJECTIVES TO THE AGREEMENT

2.1.1 The Parties to this agreement recognise that the agreement provides a unique opportunity to improve the efficiency, productivity and flexibility of the workplace by:-

- (a) Providing a system for ongoing productivity improvement through organisational flexibility, work practices and management systems to meet local needs;
- (b) Improving the quality of customer service to our community and to become increasingly customer focused and committed to continuous improvement;
- (c) Engendering confidence in the Council as a fair and equitable employer and providing a stimulating, satisfying and participative work environment for all staff and
- (d) Providing an opportunity for the achievement of increased skills through improved and structured training programs.

2.2 SINGLE BARGAINING UNIT

2.2.1 A Single Bargaining Unit (SBU) comprising of the delegates and officials of the Unions representing employees of Council and including Unions which are Parties to this agreement is recognised by the Council.

- 2.2.2 The SBU representatives and Council management representatives will form the membership of the Enterprise Bargaining Team (EBT) which has negotiated this agreement and will monitor and implement this agreement.

2.3 CONSULTATION AND COMMUNICATION OBLIGATIONS WITH ENTERPRISE BARGAINING TEAM (EBT)

- 2.3.1 To facilitate the implementation of this agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the EBT will continue and be responsible for the role of coordinating the reform, and ensuring effective communication between management and employees.
- 2.3.2 The Parties are committed to a consultative process which aims to effect a change in the Council's culture through co-operation.
- 2.3.3 It is agreed that the EBT will be the committee through which genuine consultation and discussion regarding any workplace reform or changes will occur between Council, employees and the relevant Unions. The EBT will meet by mutual agreement as required.

2.4 DISPUTE SETTLEMENT PROCEDURES

- 2.4.1 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.
- 2.4.2 Any employee or employees with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.
- 2.4.3 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.
- 2.4.4 Should the grievance remain unresolved, the matter should then be referred to Council's Chief Executive Officer and an authorised officer of the relevant Union who will attempt to facilitate a resolution.
- 2.4.5 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.
- 2.4.6 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.
- 2.4.7 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 a prompt settlement of the matter.

- 2.4.8 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.

2.5 JOINT CONSULTATIVE COMMITTEE

- 2.5.1 In order to facilitate ongoing harmonious industrial relations the Parties to this Agreement shall maintain a Joint Consultative Committee (JCC) comprising of the delegates and the Indoor and Outdoor Union Officials and management nominees in accordance with the terms of reference developed and agreed to by the JCC.
- 2.5.2 The JCC shall meet on no more than four times per year. If there are no agenda items for discussion, then no meeting will be held.
- 2.5.3 The JCC shall, after the certification of this Agreement, be formed initially from the Enterprise Bargaining Team.
- 2.5.4 The JCC shall meet during normal working times.

2.6 FLEXIBLE WORKING ARRANGEMENTS

- 2.6.1 The parties to the Agreement agree that Flexible Work Arrangements (FWA) that enhance productivity and efficiencies or meets individual request may be entered into by mutual agreement with individual employees on a case by case basis.
- 2.6.2 The (FWA) must satisfy the following five principles:
- Customer service standards are maintained;
 - Cost considerations;
 - Must be practicable and workable;
 - Must meet operational requirements and
 - Must not compromise workplace health and safety.
- 2.6.3 The FWA can deal with one or more of the following matters:
- (a) Arrangement about when work is performed;
 - (b) Overtime rates;
 - (c) Penalty rates;
 - (d) Allowances and
 - (e) Leave loading.
- 2.6.4 The arrangement is genuinely agreed to between the Council and the employee.
- 2.6.5 The terms of the FWA must not be unlawful and must not result in the employee being worse off overall than the employee would be if no arrangement was made.
- 2.6.6 The FWA must be in writing and is signed by the CEO and the employee.

- 2.6.7 The Council must give a copy of the FWA to the employee within five (5) working days of the FWA being signed by both parties.
- 2.6.8 The Council or the employee may terminate the FWA by giving not more than 14 days written notice to the other party to the arrangement or a shorter period by agreement of both parties.

PART 3 – JOB SECURITY

3.1 EMPLOYMENT SECURITY

- 3.1.1 The Parties agree the implementation of productivity and efficiency initiatives, including human resource management, should enhance the operations of the Council. The Parties are committed to optimizing the job security of employees by:
- (a) Training and educating employees and providing retraining where appropriate;
 - (b) Career development and equal opportunity;
 - (c) Timely advice to the Parties and employees about any significant changes to service delivery which may impact on labour requirements;
 - (d) Using natural attrition, redeployment and retraining after consultation in preference to forced retrenchment or redundancy and
 - (e) The Council continuing to manage its workforce in order to minimize the need for involuntary labour reductions in the future.
- 3.1.2 The Parties agree to cooperate in achieving the above principles, including redeployment of staff wherever necessary to perform tasks that are incidental and/or peripheral to their normal functions.
- 3.1.3 The Council will take steps to ensure that it has the benefit of a stable and committed workforce. Such steps shall include:-
- (a) Measures to increase the security of employee's employment;
 - (b) Measures aimed at ensuring that new employees are recruited with the aim of developing and advancing employees in their chosen occupation, trade, industry or calling;
 - (c) Should it be necessary to reduce employee numbers and where there is more than one employee in the position that will be made redundant, voluntary redundancies will be called for in the first instance and
 - (d) There will be no forced redundancies without prior consultation with the employee and the Union (where requested). If during the consultation process there is a dispute between the Council and the employee and/or the Union, either party may refer the

matter to the Queensland Industrial Relations Commission prior to any decision being made by the Council.

- 3.1.4 The use of labour hire personnel will be utilized in a manner that ensures the best business needs are met without eroding the job security of permanent employees.

3.2 CONSULTATION – INTRODUCTION OF CHANGES

3.2.1 Council's Duty to Notify

- (a) Prior to Council deciding to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the council shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (c) Where the Agreement makes provision for alteration of any of the matters referred to in clauses 3.2.1(a) and (b) an alteration shall be deemed not to have significant effect.

3.2.2 Council's Duty to Consult over Change

- (a) The Council shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable prior to making the decision referred to in clause 3.2.1.
- (c) For the purpose of such consultation the Council shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 3.2.2(c) the Council shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

3.3 REDUNDANCY PROVISION

- 3.3.1 The Parties agree that the process referred to above will be fully exhausted before any forced redundancy is implemented.
- 3.3.2 When a position is made redundant the following scale of severance payment shall apply in respect of continuous service.

- a. At Council's discretion, it may elect to pay out the relevant notice period rather than requiring the employee to work out the notice.
- b. Severance pay shall be two (2) weeks for each year of continuous service with a maximum period of 52 weeks to apply. No employee will receive less than the severance provision under the QIRC Termination and Change and Redundancy policy.
- c. No severance pay shall be payable to this provision where the employee has been redeployed into another suitable position.

3.4 REDEPLOYMENT INCOME MAINTENANCE

3.4.1 When an employee accepts redeployment to a position that is a lower classification level than their previous classification level the Council agrees to maintain an employee's income/salary/wage until either:

- the employee is no longer employed by the Council or
- the employee applies for and is appointed to a position where the income/salary/wage is less than the income/salary/wage of the previous position or
- the employee is appointed to a position where the income/salary/wage is equal to or more than the income/salary/wage of the previous position or
- three years from the date of the redeployment.

3.4.2 Council agrees to apply all wage increases provided for in this agreement to the employee's maintained income/salary/wage.

3.5 REDEPLOYMENT ENTITLEMENTS

3.5.1 When an employee accepts redeployment to a position that is a lower classification level than their previous classification level, Council agrees to pay the employee's accrued entitlements at the maintained income/salary/wage for the period of the maintenance determined by clause 3.4.1.

3.6 NO FORCED RELOCATIONS

3.6.1 Council agrees not to force any employee to relocate for the duration of this agreement.

3.6.2 Relocate shall mean "Where an employee is required, as a result of a restructure to establish a new place of residence, in order to continue to undertake the relevant duties and responsibilities."

3.7 RELOCATION EXPENSES

- 3.7.1 When an employee relocates during the duration of this agreement the Council agrees to pay relocation expenses in accordance with the Minister for State Development, Employment and Industrial Relations Directive No 12/06, as amended.

3.8 TRANSFERS

- 3.8.1 Transfers can only occur where a person can reasonably travel to and from home on a daily basis to the new work location and this does not cause undue hardship to the employee.
- 3.8.2 Transfers and travelling expenses will be paid to the transferred employee in accordance with the existing industrial instruments or the provisions prescribed in 3.9.1, whichever is the greatest. This provision does not apply where an employee is on contract or where a motor vehicle is provided to the employee.
- 3.8.3 Where an employee's work headquarters changes as a result of a forced transfer and the employee is required to travel an excessive distance as a result of that change, the employee shall be entitled to the travel allowance as prescribed in clause 3.8.4.
- 3.8.4 The travelling allowance is payable to compensate the employee for additional distance travelled to and from home from the current workplace or depot and the new workplace or depot. This travel allowance applies to circumstances where the employee's workplace or depot has moved more than five (5) kilometres from their workplace or depot. Such payment will be paid at the employee's ordinary time earnings, when travelling in their own private vehicles. The employee will also be paid a rate per kilometre (in accordance with the rates set by the ATO and amended from time to time) for the distance of any additional kilometres travelled from their existing workplace or depot to the new workplace or depot. This travel allowance does not apply where a motor vehicle is supplied.

3.9 TRANSFER EXPENSES

- 3.9.1 In the event of any forced transfers, Council will agree to either meet the cost of transport costs to the new fixed location of work in line with ATO guidelines or provide a vehicle for transit usage. Council will also either allow travel one way in Council time or pay time taken in travel one way outside of hours at ordinary time.

3.10 TRANSMISSION OF BUSINESS

- 3.10.1 Where a business is, whether before or after the date of insertion of this clause in the award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:-
- (a) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

- (b) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

3.10.2 In clause 3.10.1, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

PART 4 – WAGE INCREASES AND ALLOWANCES

4.1 WAGE INCREASES

4.1.1 Goondiwindi Regional Council agrees to pay employees the following wage increases during the life of the Agreement, as detailed below. The wage increases shall become effective from:

- the first full pay period to commence after 1st September 2019, where a 2.5% or \$25.00 per week, whichever is greater;
- the first full pay period to commence after 1st September 2020, where a 2.5% or \$25.00 per week, whichever is greater; and
- the first full pay period to commence or after 1st September 2021, where a 2.5% or \$25.00 per week, whichever is greater.

4.1.2 *Schedule of Wages*

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

4.2 SALARY SACRIFICE

4.2.1 Salary sacrifice shall be available to all staff in accordance with ATO guidelines as changed or amended from time to time.

4.2.2 Council encourages employees to seek independent financial advice before entering into any arrangement. Council takes no responsibility for the implications of salary sacrifice arrangements put in place by employees.

4.3 PAYMENT OF WAGES

Wages shall be paid fortnightly via electronic funds transfer.

4.4 ALLOWANCES

4.4.1 *Poison Sprays*

Employees using poison sprays for the control of noxious weeds such as pear, burr and groundsel whilst engaged in such work, shall be paid an additional amount of:

- \$17.22 per week effective from the 1st pay period to commence on or after 1st September 2019;
- \$17.65 per week effective from the 1st pay period to commence on or after 1st September 2020 and
- \$18.09 per week effective from the 1st pay period to commence on or after 1st September 2021

4.4.2 *Tool Allowances*

- (a) Tradespersons shall be paid a weekly allowance where they are required to provide their own tools.
- (b) This allowance shall not be paid whilst the employees are absent on annual leave or absent from work without pay for periods of one week or more.
- (c) The allowance shall be:-
 - \$28.65 effective from the 1st pay period to commence on or after 1st September 2019;
 - \$29.37 effective from the 1st pay period to commence on or after 1st September 2020 and
 - \$30.10 effective from the 1st pay period to commence on or after 1st September 2021.

4.4.3 *Employees Supplying Dogs*

- (a) Stock route supervisors and others who are required to provide their dogs and associated equipment used in carrying out their duties shall be paid an allowance of:
 - \$11.43 per week for the first dog and \$5.74 per week for a second dog, effective from the 1st pay period to commence on or after 1st September 2019;
 - \$11.72 per week for the first dog and \$5.88 per week for a second dog, effective from the 1st pay period to commence on or after 1st September 2019 and
 - \$12.01 per week for the first dog and \$6.03 per week for a second dog, effective from the 1st pay period to commence on or after 1st September 2019;

- (b) This allowance shall not be deemed to include such costs as veterinary services for injury due to accidents incurred during the normal course of duties. Such costs incurred shall be mutually agreed upon between the employer and employee.

4.4.4 Toilet Cleaning

Employees required to clean toilets will be paid at the rate of time and one half when dealing with live sewerage.

4.4.5 On Call Allowance

On call allowance shall be paid in accordance with the relevant award, however water supply staff that currently receive a 4 hours on call bonus payment will retain that allowance for the life of this agreement.

4.4.6 Camping Allowance

Where for the performance of work it is necessary for employees to live in a camp provided by the employer, such employees shall be paid a camping allowance for each day the employees live in camp. If employees are required to remain in camp for 3 days or more they shall be paid camp allowance for 5 days. Daily camp allowance during the life of this agreement is \$60.00, effective from 1st pay period to commence on or after 1st September 2019.

4.4.7 Construction, Re-construction, Alteration, Repair and/or Maintenance Work

All employees engaged on building, construction, reconstruction, alteration, repair and/or maintenance as defined in clause 13.2 (c) of Stream B or Clause 13.4 (b)(ii) under Stream C shall be paid the construction, reconstruction, alteration, repair and/or maintenance work allowance as per the Award.

4.4.8 Travel Time

Where an employee is required to report directly to a job site any additional time taken to travel to the job site compared to travelling from the employee's home to the usual depot shall be paid for at time and one half.

4.4.9 Higher Duties

An employee primarily engaged on the duties of a higher level for a total of more than 2 hours on any day shall be paid the rate applicable to such higher level for the entire day.

4.4.10 Availability Allowance (Stream A of the Award)

Officers who are covered by Stream A of the Award who are required to be on standby shall be paid a weekly an availability allowance of:

- \$114.80 per week effective from the 1st pay period to commence on or after 1st September 2019;

- \$117.67 per week effective from the 1st pay period to commence on or after 1st September 2020; and
- \$120.61 per week effective from the 1st pay period to commence on or after 1st September 2021.

4.4.11 Traffic Controllers Allowance

Where an employee is engaged in traffic duties after successfully completing a Traffic Control course and maintains that certification shall be paid a flat allowance of 40c per hour worked whilst undertaking Stop and Go duties.

4.5 SAFETY CLOTHING / UNIFORMS

4.5.1 Safety Boots

Council shall reimburse an employee required to wear steel cap boots and/or safety footwear the amount of \$155.00 (Inc GST) per annum, upon receipt of appropriate tax invoice. Consideration will be given to additional reimbursement on the basis of fair wear and tear. Boots will be required to be sighted before payment is made. The payment of the allowance is effective from the 1st pay period to commence on or after 1st September 2019.

The boots must comply with Australian Standards.

4.5.2 Wide Brimmed Hat

Council shall provide each employee in the outside workforce with an approved wide brimmed hat at the commencement of employment and replace it as required (i.e. on a fair wear and tear basis). Should employees wish to purchase their own hat Council will subsidise the cost up to \$105 (Inc GST) effective from 1st pay period to commence on or after 1st September 2019.

The hat must conform to the relevant Australian Standard.

4.5.3 Boots/Hat Review

Notwithstanding the provisions contained in clause 4.5.1 and clause 4.5.2, if an employee's request to replace their wide brimmed hat or boots is rejected, the employee can have the decision reviewed by referring their request to HR. A decision will be made by HR within seven (7) days of the receipt of the request to either confirm the original decision or to overturn the original decision and have the wide brimmed hat/boots replaced.

4.5.4 Water Bottles

It is agreed between the Parties that Council shall provide a water bottle for each employee in the outside workforce.

4.5.5 Winter Jacket

Council will supply one (1) winter jacket for all outside employees and then replace as required on either a fair wear and tear basis or every two (2) years.

In addition, GRC will provide each employee on request, a light winter jacket. The light winter jacket can be replaced as required on a fair wear basis.

4.5.6 Shirts and Pants

For each employee required to wear safety clothing Council shall provide shirts and long pants, and replace them on a fair wear and tear basis in accordance with Council policy, i.e. 3 Shirts and 2 long pants on commencement and then an additional 2 shirts after the completion of probation.

4.5.7 Overalls

Workshop staff will be provided with overalls in lieu of shirts if they so nominate.

These items of clothing will be replaced from time to time on a fair wear and tear basis upon presentation of the worn/damaged items to the store.

4.6 REVIEW OF LEVEL 2 CLASSIFICATIONS

A Level 2 employee under Stream B will be reviewed by GRC 6 months after the completion of the employees probation period to determine whether the employee has met the required standard to progress to Level 3 under the classification structure.

PART 5 – LEAVE PROVISIONS AND TRANSFER PROVISIONS

5.1 ANNUAL LEAVE

5.1.1 It is agreed between the Parties that:-

- (a) Leave entitlements will be as per the relevant Award;
- (b) Access to a single day's annual leave by negotiation with appropriate supervisor, providing that at least two (2) days' notice be given.

5.1.2 Cashing out annual leave

- (a) The cashing out of annual leave may only occur at the request in writing from the employee and

- (b) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlements being less than four (4) weeks and
- (c) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing by the employee;
- (d) The employee must be paid at least the full amount that would be have been payable to the employee had the employee taken the leave that the employee has forgone, including annual leave loading, if applicable.

5.2 PERSONAL LEAVE

- 5.2.1 Employees (other than casual employees) shall be entitled to 10 days personal (sick) leave per annum. For the purpose of this clause, one day is defined as the equivalent ordinary hours normally worked, per day, for each individual employee. Personal (sick) leave shall accrue with no ceiling to the total number of accrued days personal (sick) leave an employee can accrue.
- 5.2.2 All other provisions of the Award and/or QES shall apply.

5.3 CARERS' LEAVE

- 5.3.1 All Parties agree that the provision of personal leave shall be extended to allow an employee to access such leave if the primary carer of a family member (eg children) is incapacitated (eg hospitalised).
- 5.3.2 The Award states that an employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support shall be entitled to use personal leave entitlement for absences to provide care and support for such person when they are ill, subject to:
 - (a) the employee being responsible for the care of the person concerned;
 - (b) the person concerned being either:-
 - a member of the employee's immediate family; or
 - a member of the employee's household.
- 5.3.3 All other provisions of the Award and/or QES shall apply.

5.4 PERSONAL LEAVE INCENTIVE PAYMENTS

- 5.4.1 Personal Leave incentive payment system will apply to staff as follows:-
 - Staff with 10 years continuous service with the Goondiwindi Regional Council shall on termination, except in the case of termination due to misconduct, be entitled to the pay out of accrued personal leave to a maximum of 20 days.

5.5 LONG SERVICE LEAVE

5.5.1 It is agreed between the Parties that:-

- (a) All staff shall be eligible for Long Service Leave after 10 years of service in Queensland Local Government.
- (b) Accrual shall be at 1.3 weeks per full time equivalent year of service.
- (c) An employee whose employment is terminated (either by the employer or by the employee) after having completed 7 years or more but less than 10 years continuous service, for any reason other than serious misconduct, is entitled to a proportionate amount on the basis of 13 weeks for 10 years of service.

5.5.2 *Payout of Long Service Leave*

By agreement between the Council and an employee, an employee, who has an entitlement to long service leave may request up to 75% of their long service leave to be paid out rather than taking the leave. Such cashing out is payable in the same manner as if the employee has actually taken the leave.

5.6 BEREAVEMENT LEAVE

5.6.1 All Parties agree that up to three (3) additional days paid bereavement leave shall be allowed.

Such additional leave is to allow for the time required to travel to funerals, and shall be allowed on the following basis:-

0 – 250 kms	0 additional days
251 – 500 kms	1 additional day
501 – 750 kms	2 additional days
Greater than 750 kms	3 additional days

5.6.2 Where the leave is granted to those persons listed below and over and above those mentioned in the Awards, such leave shall be paid leave.

Wife	De Facto Partner	Husband	Uncle
Father	Mother	Father-in-law	Mother-in-law
Brother	Sister	Half-brother	Half-sister
Step-brother	Step-sister	Brother-in-law	Sister-in-law
Daughter	Son	Son-in-law	Daughter-in-law

Grandfather	Grandmother	Grandchild	Aunt
Niece	Nephew	Step-son	Step-daughter

5.7 NATURAL DISASTER LEAVE

- 5.7.1 Employees who are unable to present to work due to the closure of public roads on their normal or reasonable alternative route will be afforded an opportunity to re-schedule and use an RDO in lieu of attending work. (Normal notification of absence from work requirements apply).
- 5.7.2 It is agreed that in the instance where the employee can reasonably attend work at an alternative work location or can carry out work from home, they will do so if directed by their supervisor.
- 5.7.3 Payment on subsequent days absence, to a maximum of two full days, shall be made provided that the abovementioned condition has been met.
- 5.7.4 The payment for additional days absence in excess of three days will be determined by CEO on a case by case basis.
- 5.7.5 Employees who are unable to present to work due to severe weather e.g natural floods, earthquakes, fire or severe storms, major traffic incidents or the closure of public roads on their normal or reasonable alternative route will be afforded an opportunity to re-schedule and use an RDO in lieu of attending work. (Normal notification of absence from work requirements apply).
- 5.7.6 In circumstances described in clause 5.7.1, the employee will be provided such leave to:
- (a) Ensure the protection of their families; or
 - (b) Not put themselves at risk; or
 - (c) Secure their residence; or
 - (d) Undertake temporary repairs.
- 5.7.7 It is agreed that in the instance where the employee can reasonably attend work at an alternative work location or can carry out work from home, they will do so if directed by their supervisor.
- 5.7.8 Payment on subsequent days absence, to a maximum of two full days, shall be made provided that the abovementioned condition has been met.
- 5.7.9 The payment for additional days absence in excess of three days will be determined by CEO on a case by case basis.

5.8 STUDY LEAVE

Council will afford to staff who undertake Council approved courses necessary time off with pay to attend compulsory lectures, tutorials, exams and up to five days leave per year for study purposes.

5.9 PATERNITY LEAVE

5.9.1 On completion of one (1) year continuous service an employee (other than a casual employee) will be entitled to a payment of six (6) weeks paid paternity leave. An employee whose spouse gives birth may be granted parental leave of one (1) week on full pay, if the leave is associated with:

(a) The birth of a child being a child who is born to the employee or the employee's spouse or de facto partner; or

(b) The placement of a child with the employee for adoption as defined as follows:

- The child is less than 16 years of age;
- The child has not, or shall have not, lived continuously with the employee for a period of six (6) months or more as at the day of placement or the expected day of placement of the child and
- Is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de-facto partner.

5.10 DOMESTIC AND FAMILY VIOLENCE LEAVE

5.10.1 Where an employee has been affected by Domestic and Family Violence as defined in the *Industrial Relations Act 2016* (Qld) (the Act), a full-time employee will be entitled to a maximum of 10 days paid domestic and family violence leave per year. A part-time employee will be entitled to paid leave on a pro-rata basis.

5.10.2 Long term Casual employees, as defined in the Act, will be entitled to unpaid leave is entitled to a maximum of 10 days unpaid domestic violence per year.

5.10.3 A short term casual shall be entitled to a maximum of two days leave,

5.10.4 Additional leave may be granted by the CEO.

5.11 CULTURAL/CEREMONIAL LEAVE

5.11.1 An employee who is legitimately required by indigenous tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of GRC.

5.11.2 The following events or activities are included in the leave, but not limited to:

- Native Title meetings if an employee is a Traditional Owner or a representative of Traditional Owners;

- NAIDOC celebrations or other events such as National Sorry Day, National Reconciliation week or similar events;
- Coming of the Light Celebrations (1 July each year amongst Torres Strait Islanders) or
- Sorry Business.

PART 6 – HOURS OF WORK

6.1 HOURS OF WORK

6.1.1 *Work Cycles*

Outside work force 152 ordinary hours within a work cycle not exceeding 28 consecutive days.

The standard work cycle shall be a 19 day month worked Monday to Friday over a 28 day period, however this is subject to the provisions of the “Span of Hours” and “Rostered Days Off” provisions of this agreement.

6.1.2 *Span of Hours*

- (a) The span of hours shall be 5.30am to 6.30pm.
- (b) To facilitate flexible working arrangements hours of work and the implementation of hours of work arrangements can be altered after consultation and agreement with Council and the majority of employees concerned.
- (c) Agreement to alter these arrangements will not be unreasonably withheld by the Parties.
- (d) All such agreements will be committed to writing and will have application from the date that the vote is taken. Voting will be by secret ballot.

6.2 ROSTERED DAYS OFF (RDO)

- 6.2.1 Any Rostered Day Off accruals must be approved by the employee's supervisor.
- 6.2.2 Rostered Days Off will be arranged in a rostering system for each specific workgroup.
- 6.2.3 The maximum accrual of Rostered Days/Toil shall be 10 days.
- 6.2.4 Staff may be required to bank Rostered Days Off during peak work periods and or for those that fall on fortnights in which there are public holidays.
- 6.2.5 Rostered Days Off may be used for wet weather subject to the wet weather provisions of this agreement.

- 6.2.6 For staff currently on a 9 day fortnight work cycle, they may choose to remain on that work cycle or opt for a 19 day month from the commencement of and for the duration of the agreement.
- 6.2.7 Any amount accrued in the RDO/TOIL bank will be reduce over the Christmas period each year by taking RDOs to commence each subsequent year with not more than 10 days of RDO/TOIL in the bank.
- 6.2.8 In February of each year Council will conduct a payout of accrued RDO/TOIL to reduce the balance to the equivalent of one day below the maximum accrual of 10 days.

6.3 FLEXIBLE WORKING PROVISIONS

- 6.3.1 Subject to the approval of the CEO, all employee may be able to access flexible work arrangements as defined in the Act.

6.3.2 Home Based Work Arrangements

- (a) Home based work is an innovative response to the opportunities presented by changes in technology as well as issues including greater flexibility of working hours and matters involving persons with family responsibilities.
- (b) Home based employees shall be permanent employees of the Council and their terms and conditions of employment shall be covered by a specific home based work agreement entered into by the Council and the employee which will include matters such as insurance, workers compensation, equipment and Workplace health and safety, and security.
- (c) A Home based agreement must be signed off by the CEO.
- (d) Either party can provide the other party two (2) weeks' notice to cease the arrangement or a shorter period by agreement or for breach of a term of the agreement.
- (e) It is likely that home based agreements could apply for project work or where circumstances are considered suitable and operationally convenient by the CEO.

6.3.3 Local Area Work Agreement

- (a) Subject to the approval of the CEO, an employee or a group of employees may request to vary their work arrangement or implement new work arrangements and the parties agree that the provisions of the Agreement will be modified to the extent necessary to give effect to the new work arrangement, provided that:
 - consultation is undertaken with effected employees and unions;
 - a majority of the employees whose employment is or will be affected by the arrangement have voted in favour of the arrangement.;
 - the terms of new work arrangement are in writing and

- either party can give the other party four (4) weeks' notice to cease the arrangement.

6.4 TOIL

- 6.4.1 With the approval of their supervisor, employees may elect to have overtime, weekend and public holiday penalties acquitted as TOIL, rather than as payments.
- 6.4.2 Employees working approved overtime, Monday to Sunday, may choose to be paid at the penalty rates as prescribed by the award or be given time off equivalent to time worked.
- 6.4.3 The amount of banked TOIL will require monitoring. If the amounts banked are allowed to become too large or too small, problems will be encountered that may counteract the benefits to the Parties of the TOIL system.
- 6.4.4 The following points will provide the necessary controls.
 - Minimum size of bankable TOIL shall be 30 minutes
 - TOIL will only be taken at mutually agreed times and shall not cause disruption to the job;
 - TOIL that is unable to be taken, but must be taken as part of this agreement, shall be paid out at the base rate at which it occurred;
 - A ceiling of ten (10) days is applied to the accrual of all TOIL/RDO discussed in Clause 6.2.
- 6.4.5 Any amount accrued in the TOIL/RDO bank will be reduced over the Christmas period each year by taking TOIL/RDO to commence each subsequent year with not more 10 days of TOIL/RDO in the bank.
- 6.4.6 In February each year Council will deduct a payout of accrued TOIL/RDO to reduce the balance to the equivalent of one day below the maximum accrual of 10 days.

6.5 MEAL BREAKS

Lunch break at Council's convenience – earlier or later without overtime payment between 4 hours and 6 hours from the commencement of work. Lunch breaks for work performed Monday to Sunday shall be taken in the employees own time.

6.6 CALL OUTS

- 6.6.1 It is agreed that all callouts shall be paid for a minimum duration of four (4) hours at the prevailing overtime rate.

- 6.6.2 An employee shall only be entitled to a minimum payment of one callout per day. Any other call outs during the day shall be paid at the prevailing overtime rates for actual time worked.

6.7 WET WEATHER

- 6.7.1 The Parties agree that outside staff shall accumulate five (5) days of banked time that may be used in periods of wet weather at the discretion of the supervisor. These five days are the maximum amount of Wet Toil that can be accrued.
- 6.7.2 The wet weather toil shall be accumulated by employees working an additional 10 minutes per day until the limit of five (5) banked days is reached. Any time used from this bank for wet weather shall be replaced by the same method.
- 6.7.3 Once the limit of 5 days has been reached in the Wet Toil bank, employees will continue to work an additional 10 minutes per day so that there is consistency in hours worked across the outside workforce. The 10 minutes of wet weather toil worked each day will (at the employee's discretion) either be paid at the appropriate overtime rate, or revert to being accumulated as Ordinary Toil in the RDO/TOIL Bank.
- 6.7.4 When it is wet Council will attempt to find suitable duties for staff to undertake where possible. Where this isn't possible the process for taking wet toil will be;
- Where possible supervisors will attempt to notify staff that it is too wet to work before their normal start time. When this occurs the entire ordinary day will be wet toil
 - Where staff report for duty but are subsequently notified by their supervisor that it is too wet to work and no suitable duties are available staff shall go home and be paid 1 hour ordinary time and the balance of the ordinary day shall be paid from the Wet Weather Toil bank.
 - Where staff report for duty and mutually agree with their supervisor to go home on wet toil the entire ordinary day will be wet toil.
 - Where within 1 hour of starting work it becomes too wet to work and staff go home the staff will be paid 1 hour ordinary time and the balance of the ordinary day shall be paid from the Wet Weather Toil bank.
 - Where after 1 hour of work it becomes too wet to continue to work the employees will be paid ordinary time for any time spent at work with the remainder of the ordinary day being wet toil.
- 6.7.5 At the discretion of the Director of Engineering, in consultation with employees, certain work groups may be excluded from this arrangement if the nature of their work allows them to work efficiently during wet weather.
- 6.7.6 Employees shall be paid any accumulated banked time upon termination and such payment shall be at ordinary rates.

6.8 MULTI-SKILLING

- 6.8.1 All employees of Goondiwindi Regional Council are to be committed to maximising productivity and efficiency in the work they perform. To achieve this outcome, the employees shall be prepared to continue with their multi-skilling of tasks.
- 6.8.2 Multi-skilling means that employees will undertake all tasks for which they are trained and legally qualified to do and it is to be used to maximise the performance of the tasks. Where practical multi-skilling will be performed in a team environment and used to promote a higher skilled workforce.
- 6.8.3 Both Parties agree that instances will occur where operators and higher paid classifications will be required to undertake labour related duties.

6.9 REST PAUSE

- 6.9.1 Every employee shall be entitled to a rest pause of minimum 10 minutes duration in the employer's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.
- 6.9.2 Dependent upon operational considerations, the employer may determine that the rest pauses may be combined into one twenty minute rest pause, to be taken in the first part of the ordinary working day.
- 6.9.3 Rest pauses may be of slightly longer duration in the case of some employees in order to satisfy all legislative requirements.

PART 7 – OTHER PROVISIONS

7.1 IMMUNISATION

Council will meet the cost of voluntary and or mandatory Hep A and B and Influenza vaccinations for staff as required.

7.2 TIME SHEETS

Time sheets shall be completed by employees each day during work hours.

7.3 SUPPLY OF ENERGY DRINKS

As part of heat management for employees, an energy drink to replace electrolytes for employees will be supplied to employees who work in the sun. These drinks will be Gatorade or Lucozade or Powerade or equivalent in powdered or concentrated liquid form.

7.4 POSITIVE EMPLOYMENT RELATIONS

7.4.1 *New Employees*

The Council will, upon engagement of a new employee, advise the employee of this agreement and where they can locate a copy of the agreement.

The relevant Union delegate will have access to new employees to enable them to introduce themselves without disrupting their normal work duties.

7.4.2 Workplace Delegates

On being notified in writing by the relevant Union that an employee has been elected/appointed as a workplace delegate the Council will recognise the employee as a relevant Union workplace delegate and allow them the following:-

- (a) Reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the Union members in the workplace.
- (b) Reasonable access to representatives of the Council management for the purpose of resolving issues of concern to union members.

7.4.3 Facilities and Conditions

The following facilities and conditions will be made available to members of the Local Government Employment Group:-

- (a) Wherever possible meetings should occur in normal working time. When a meeting occurs outside normal working time the appropriate rate of pay will be paid. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings.
- (b) Access to a room with normal office facilities will be provided to discuss employment matters.
- (c) No employee will be disadvantaged as a result of activities conducted in accordance with this Clause.

7.4.4 Meeting Notices and Newsletters

The Council will provide an accessible space within each work location for the posting of any relevant award and the agreement, and notices pertaining to employment relations within the workplace produced by the relevant Union. The relevant Union Workplace Delegate will be provided with access to this space.

7.5 PAYROLL DEDUCTIONS

All reasonable payroll deductions, including Council rates and Union fees shall be allowed.

7.6 WORKER'S COMPENSATION INSURANCE

It is agreed that after twenty-six (26) weeks when Work Cover reduces from paying 100% of weekly earnings, an employee may use accumulated sick leave to top up their wage to 100% of their normal wage while on workers' compensation.

7.7 EMPLOYEE/UNION MEETINGS

The Council will agree to allow the Outdoor Unions to meet collectively as a group with the employees bi-annually. The request must be made in writing giving the Council 4 weeks' notice of their meeting or a lesser period by agreement.

Subject to operational requirements the Council should not unreasonably refuse the request.

The meetings would be expected to take place during working hours but will be no longer than one (1) hour.

7.8 TRAINEES AND APPRENTICES

7.8.1 Subject to operational requirements GRC will continue to offer traineeships and apprenticeships and is committed to the following principles:

- Explore ways to maximise training opportunities for young people to enter the Council's workforce;
- Working with unions to develop arrangements that facilitate the transition from training roles to full-time or part-time employment with GRC on a case by case approach subject to the GRC operational requirements.

PART 8 – SIGNATORIES

Signed for and on behalf of the
Goondiwindi Regional Council

ABN 79 969 846 487

Carl Manton
Chief Executive Officer

Print Name

In the presence of:

Signature

Krista Roberts _____
Print Name

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

ABN 54 942 536 069

Signature

Stephen Baker _____
Print Name

In the presence of:

Signature

Samantha Stokes _____
Print Name

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

ABN 73 089 711 903

Signature

Michael Ravbar_____
Print Name

In the presence of:

Signature

Jacqui Collie_____
Print Name

Signed for and on behalf of the
**Transport Workers' Union of Australia
Union of Employees (Queensland Branch)**

ABN 80 519 643 130

Signature

Peter Biagini_____
Print Name

In the presence of:

Signature

Shannon John Miller_____
Print Name

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

ABN 80 519 643 130

Signature

Brian Devlin_____
Print Name

In the presence of:

Signature

Elizabeth Barlow_____
Print Name

APPENDIX A

Stream B			
	1 st pay period to commence on or after 1 st September 2019	1 st pay period to commence on or after 1 st September 2020	1 st pay period to commence on or after 1 st September 2021
LEVEL			
Level 1	\$ 51,275.56	\$ 52,557.45	\$ 53,871.38
Level 2	\$ 52,830.96	\$ 54,163.46	\$ 55,517.55
Level 3	\$ 53,489.75	\$ 54,826.99	\$ 56,197.67
Level 4	\$ 54,158.13	\$ 55,512.08	\$ 56,899.89
Level 5	\$ 54,972.55	\$ 56,346.87	\$ 57,755.54
Level 6	\$ 56,355.16	\$ 57,764.03	\$ 59,208.14
Level 7	\$ 57,782.00	\$ 59,226.55	\$ 60,707.21
Level 8	\$ 59,156.60	\$ 60,635.52	\$ 62,151.41
Level 9	\$ 60,722.56	\$ 62,240.62	\$ 63,796.64

Stream C Mechanical and Electrical Trades			
Classification	1 st pay period to commence on or after 1 st September 2019	1 st pay period to commence on or after 1 st September 2020	1 st pay period to commence on or after 1 st September 2021
C10	\$ 54,972.55	\$ 56,346.87	\$ 57,755.54
C8	\$ 57,834.76	\$ 59,280.63	\$ 60,762.65