

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

Winton Shire Council

AND

The Australian Workers' Union of Employees, Queensland;  
Queensland Services, Industrial Union of Employees; and  
Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland  
(Matter No. CB/2019/134)

**WINTON SHIRE COUNCIL CERTIFIED AGREEMENT 2019**

Certificate of Approval

On 28 January 2020 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *Winton Shire Council Certified Agreement 2019*

**Parties to the Agreement:**

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

**Operative Date:** 28 January 2020

**Nominal Expiry Date:** 28 January 2023

**Previous Agreement:** *Winton Shire Council Enterprise Bargaining Certified Agreement 2012 - CA/2012/54.*

**Termination Date of Previous Agreement:** 9 November 2015

By the Commission

J.M. THOMPSON  
Industrial Commissioner.  
Dated: 28 January 2020.

**WINTON SHIRE COUNCIL**

**CERTIFIED AGREEMENT**

**2019**

## 1. Title

This Agreement shall be known as Winton Shire Council Certified Agreement 2019 (Agreement).

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### **3. Definitions**

**Award** - The Awards set out in Clause 6.

**Council** – Winton Shire Council

### **4. Parties Bound**

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

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

### **5. Application**

This Agreement shall apply to Council; the above-named Unions and their members, or persons eligible to be their members, employed by the Council under any of the relevant Awards set out in Clause 6. However, this Agreement will not apply to the Chief Executive Officer or any Senior Officer where the contract of employment states that the Award will not apply to the terms and conditions of the employee's employment.

### **6. Relationship to Parent Awards**

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Parent Award/s listed below, provided that where there is any inconsistency between this Agreement and the incorporated Parent Awards listed below, this Agreement shall take precedence to the extent of the inconsistency.

- Queensland Local Government Industry (Stream A) Award– State 2017
- Queensland Local Government Industry (Stream B) Award-State 2017;
- Queensland Local Government Industry (Stream C) Award-State 2017; and
- Training Wage Award-State 2016

From the date of operation of this agreement, all other workplace agreements will cease to exist.

### **7. Single Bargaining Unit (SBU)**

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

### **8. Dispute Resolution**

The parties will adopt and follow the dispute resolution process contained in the 2017 Awards as set out in Schedule A to this Agreement.

## **9. Period of operation**

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

## **10. Objectives of Agreement**

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

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

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

## **11. Renegotiation**

The parties agree to commence discussions for renegotiation of this Agreement six (6) months prior to the expiry date and aim to finalise negotiations for a new agreement by one (1) month prior to the expiry date.

## **12. No Extra Claims**

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

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

## **13. Wage increases**

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

- (i) A 2.5% increase implemented in the first pay period after certification of this Agreement but backdated to 1 August 2019.
- (ii) A 2.5% increase from 1 August 2020.
- (iii) A 2.5 % increase from 1 August 2021.
- (iv) Should a new Certified Agreement not be adopted by 1 August 2022 a further 2.5% increase from 1 August 2022.
- (v) Applicable Rates of Pay for employees covered by this Agreement is attached as Schedule One.

## **14. Allowances**

The Parties agree that allowances are paid when employees are tasked to perform a 'specific' duty for which an allowance is payable, usually expressed as payable on a daily basis. Such payments do not factor in the pay determination of leave calculations. These are referred to as "manual allowances".

Leading Hand Allowance, allowance unlike manual allowances, is incorporated in the base pay rate.

It is referred to as an "automatic allowance" and does not factor in the pay determination of leave calculations.

### **Automatic Allowances**

#### **14.1. Trade Qualification, Educational Qualification and Tertiary Qualification Allowances.**

Any employee meeting the criteria prescribed in clauses 15.1, 15.1.1 and/or 15.1.2 of the Winton Shire Council Enterprise Bargaining Certified Agreement 2012 and receiving the Trade qualification and/or TAFE Certificate to Advanced Diploma Level Education allowances as at the date of certification of this Agreement will continue to receive such allowance until the expiration of the balance of the prescribed five year period when the payment will cease and there will be no further entitlement. Such employees who are deemed eligible to receive a Trade qualification allowance and/or TAFE Certificate to Advanced Diploma Level Education allowance are only be eligible to receive one such allowance, at any one time.

The Trade qualification and TAFE Certificate to Advanced Diploma Level Education allowances will otherwise cease. Council will implement new training initiatives for employees designed to make better use of Council's training budget and providing better access and equity to training opportunities across all employees.

#### **14.2. Leading Hand/Ganger Allowance**

Any employee required to act in the role of leading hand will be paid a leading hand/ganger allowance of \$10 per day (\$50 per week) subject to any change in the allowance under the Queensland Local Government Industry (Stream B) Award-State 2017.

#### **Disability Allowances**

#### **14.3. Camp Allowance**

For the duration of this Agreement a camp allowance of \$45.00 per night paid for each night actually camped out (Definition of camp allowance). Council will increase the allowance by Brisbane CPI each year.

#### **14.4. Crane Allowance**

A crane allowance of \$3.28 per day shall be paid to employees required to operate a crane as part of their duties whilst so engaged in such work, subject to any change in the allowance under the Queensland Local Government Industry (Stream B) Award-State 2017.

This allowance is payable to employees in control of the following equipment when using the crane applications attached to the equipment:

- Loaders
- Hi-ab attachments to body trucks or approved vehicles
- Gantry crane in the workshop

#### **14.5. Final Trim Allowance**

For the duration of this Agreement a final trim allowance of \$30.00 per day will be paid to employees who have been assessed, by the Director of Works or his nominee as having the skills to perform final trim duties. This allowance shall be paid only when performing final trim grader operation duties.

Employees who were certified as final trim grader operators in the 2009 EB, will be paid \$115.04 plus CPI each week, to be increased by CPI each year. The above clause does not apply to these employees.

#### **14.6. Funeral Allowances**

For the duration of this Agreement, whilst so engaged in funeral work, employees performing undertaking duties will receive the following allowances:

Undertaking allowance	\$30.00 per week
Assistant undertaking allowance	\$20.00 per week
Body allowance	\$100.00 per body collection and preparation
Funeral Director	\$120.00 per funeral weekdays
Assistant Funeral Director	\$100.00 per funeral weekdays
Funeral Director	\$150.00 per funeral weekends
Assistant Funeral Director	\$105.00 per funeral weekends

#### **14.7. Meal Allowance**

A meal allowance is paid 2 hours after the usual ceasing time of the shift and at each 4 hours thereafter. It is agreed that the meal allowance of \$25.00 per incident will be paid during the duration of this Agreement, subject to any change in the allowance under the Queensland Local Government Industry (Stream B) Award State 2017

#### **14.8. Hall Caretaker Allowance**

Where the Hall Caretaker is not provided with living quarters, they shall be paid an allowance of \$8.22 per week, subject to any change in the allowance under the Queensland Local Government Industry (Stream B) Award-State 2017

#### **14.9. Toilet Cleaning Allowance**

For the duration of this Agreement a toilet cleaning allowance of \$8.00 per day will be paid to employees required to clean toilets in a public facility as part of their duties.

#### **14.10. Tool Allowance**

For the duration of this Agreement, employees who were receiving this allowance at the date of certification of this Agreement and who met the criteria in clause 15.9 of the Winton Shire Council Enterprise Bargaining Certified Agreement 2012 shall be paid \$12.50 per day.

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.

For all other employees the relevant Award provisions shall apply.

#### **14.11. Work Elevated Platform Allowance**

For the duration of this Agreement a Work Elevated Platform allowance of \$30.00 per day will be paid to employees engaged in this high-risk activity whilst so engaged in this work.

#### **14.12. Vehicle Mileage Allowance**

For the duration of this Agreement where employees are required to travel to their worksite using their own private vehicle a mileage allowance of \$0.74 cents per kilometre will be paid.

#### **14.13. Dog Control Allowance**

An allowance of \$10 per day will be paid to employees required to engage employees in dog control activities. Such allowance is paid in consideration of the social challenges that this activity will incur.

#### **14.14. Destruction and Disposal of Dogs Allowance**

An allowance of \$20 per dog will be paid to employees required to carry out the destruction and disposal of a dog. This allowance is payable on only one occasion per destruction and disposal and employees who receive this allowance will not be entitled to dead animal allowance.

#### **14.15. Destruction and Disposal of Cats Allowance**

An allowance of \$10 per cat will be paid to employees required to carry out the destruction and disposal of a cat. This allowance is payable on only one occasion per destruction and disposal and employees who receive this allowance will not be entitled to dead animal allowance.

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

An employee required to be engaged in the collection of rubbish in accordance with clause 13.18, Division 2, Section 5 (Operational Services) of the Queensland Local Government Industry (Stream B) Award -State 2017 will be paid \$3.50 per hour in lieu of the amount specified in clause 13.18.

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

An employee who is on-call and being paid the on-call allowance shall be entitled to the minimum payment as per the applicable Award except as specified below (at the relevant overtime rates). The minimum payment shall only apply to the first call out. Any subsequent call outs will be paid for at time worked.

If an employee does not leave home to attend to the situation e.g. handled by phone or on the laptop, they will be paid a minimum of one (1) hour at ordinary time. The hourly rate payable will otherwise be in accordance with that prescribed in the relevant Award for actual time worked.

An employee directed to remain on call must be able to be contacted and be able to respond within a reasonable timeframe.



#### **14.18 Safety Rep Allowance**

An allowance of \$5 per day will be paid to elected Workplace Safety Representatives, in consideration of the additional responsibility and skills attached to the position.

### **15. Miscellaneous Conditions**

#### **15.1. Higher Duties**

In an acknowledgement that Council expects some employees to undertake higher duties to assist with Council's operations, each employee who performs higher duties will be paid at the higher rate for the actual hours worked. If an employee was to work more than four hours at a higher level, then they will be paid for the whole shift.

This clause will not allow for the provision of Higher Duties where an employee is required to perform duties of a higher classified position for the purpose of training the employee in an area other than their normal role and when the incumbent of the said higher classified position is present and accountable at the workplace.

The Higher Duties apply in all circumstances, including training and coaching when an employee is individually responsible for the task being undertaken.

#### **15.2. Employment Security/Use of Contractors**

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

Such steps shall include measures to increase the security of employee's employment, however, the parties recognise that the Council will require the use of contractors to carry out council work.

- Council's permanent full-time employees will always be given first preference to higher duties positions over contractors, operations permitting.
- Council will use contractors where the work volume is beyond the capacity of Council resources or existing employees.
- Contractors will also be used where the type of work or specialisation required is beyond the capacity of Council resources or existing employees.
- Council reserves the right to use contractors for any role where the use of contractors does not impact negatively on the permanent employees' establishment as at the commencement of this agreement.
- Subject to these provisions, contractors and/or their employees will not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed.

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

### **16. Leave**

#### **16.1. Annual Leave**

Every employee (other than a casual employee or regular part time employees) shall at the end of each year of employment, be entitled to annual leave of 5 weeks.

Employees shall be permitted to take Annual Leave at any time during the year by arrangement with the appropriate Supervisor and the Chief Executive Officer.

Annual Leave shall be accrued to a maximum entitlement of two (2) years, and any employee who accrues more than 10 weeks may be directed to take leave within one month or a time which suits Council's operations.

#### **16.2. Bereavement Leave**

Employees will be granted up to a maximum of five (5) days bereavement leave on full pay on each occasion where an immediate family member is deceased.

Immediate family is a Wife, Husband, De-Facto, Father, Mother, Grandfather, Grandmother, Brother Sister, Child, Grandchild, Sister-In-Law, Brother-In-Law, Step-Child, Mother-In-Law, Father-In-Law, Spouse's Grand-Parents, Step-Parents, Half- Brother, Half –Sister, Step-Brother or Step-Sister, Aunties and Uncles.

The taking of Bereavement Leave shall be subject to the production of evidence of death satisfactory to the employer or the completion of a statutory declaration under the provision of the Oaths Act, if so, requested by the employer.

### **16.3. Long Service Leave**

All employees shall be eligible for Long Service Leave after 10 years' service with Long Service Leave accrual being at the rate of 1.3 weeks per year.

Employees shall be eligible to apply to take pro-rata long service leave after they have accrued seven years long service leave.

Eligible employees shall be able to take a minimum of one-week long service leave at a time.

### **16.4. Emergency Services**

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

### **16.5. Time Off in Lieu (TOIL)**

Overtime can only be worked with the prior approval of the appropriate supervisor and/or immediate manager. Any overtime worked by employees covered by this agreement shall be paid at the appropriate penalty rate. Provided, however, where the employee elects to take time off in lieu of such overtime, and the employer agrees, the employee shall be allowed time off duty equal to the number of hours worked on overtime.

Such time off shall be on a one for one basis, paid at the ordinary time rate of pay, and shall be taken at a time mutually agreed between the employee and the appropriate Supervisor or the Chief Executive Officer.

The maximum amount of TOIL that can be accrued at any one time shall be 40 hours.

## **17. Annual Closedown**

It is the intention of Council to have an annual close down for all, apart from essential services, Council operations over the Christmas/New Year period. Employees will be required to take annual leave, TOIL or accrued RDOs over this period.

## **18. Types of Employment**

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

## **19. Hours of Work**

### **19.1. Hours of Work for Streams B & C Awards Employees**

Streams B & C Award employees will work 8 hours and 26 minutes per day to allow for a 38-hour week, nine-day fortnight. Should a specific occasion arise where these hours need to be modified, a collective agreement shall be made to suit such occasion.

### **19.2. Hours of Work for Stream A Award**

Subject to Clause 15 of the Queensland Local Government Industry (Stream A) Award-State 2017, Division 2, Section 1, employees will work 7 hours and 15 minutes per day to allow for a 36.25-hour week, ten-day fortnight.

### **19.3. Span of Hours for Streams B & C Award Employees and their Supervisors**

Streams B & C Award employees often work in the sun through the hottest part of the day. As an alternative, these employees may work outside the award span of hours from 5.00am to

7.00pm without payment of overtime, provided that the ordinary number of working hours determined in any one day is not exceeded and work is performed only during daylight hours.

#### **19.4. Span of Hours for Stream A Award Employees**

- (i) Subject to subclauses (ii) to (v) below, employees work 7 hours and 15 minutes per day at ordinary time between 8.30am and 5.00pm, Monday to Friday. As an alternative, these employees may work outside the award span of hours from 6.00am to 6.00pm without payment of overtime, provided that the ordinary number of working hours determined in any one day is not exceeded and an agreement is made between the employee and the employer prior to commencing work outside the ordinary span of hours.
- (ii) The days on which ordinary hours can be worked for employees working in the Waltzing Matilda Centre and Central West Community Options functions is Sunday to Saturday.
- (iii) The days on which ordinary hours can be worked for employees working in the Library is Monday to Saturday.
- (iv) The days on which ordinary hours can be worked for employees working in Aged and Community Care Programs is Sunday to Saturday.
- (v) Should Council obtain an additional function/area of responsibility and it identifies on a reasonable objective basis, that an ordinary roster on a Saturday or Sunday is required, following consultation with the relevant employee organization/union, the days on which ordinary hours can be worked will be Sunday to Saturday.

#### **19.5. Travelling Time**

Employees who are working outside the Winton town precinct shall leave the boundaries of the precinct by no later than 7:30am and commence travelling to their jobs.

Employees who are working outside the Winton town precinct shall not return from their jobs to be within the boundaries of the Winton town precinct before 4.00 pm.

A supervisor may authorise an employee to leave the Winton town precinct after 7.30am and return before 4:00pm.

#### **19.6. Rostered Days Off for Streams B & C Awards Employees**

Employees associated with the Works Department of Council operations will work a nine (9) day fortnight cycle. This work cycle will provide a rostered day off each fortnight.

Rostered days off can be banked to a maximum of 5 days.

This clause shall not preclude the parties agreeing in writing to a site-specific arrangement depending on operational requirements.

#### **19.7. Rostered Days Off for Stream A Award Employees**

Employees associated with the Administrative Department of Council operations will work a ten (10) day fortnight cycle. This work cycle will provide nine paid rostered days off per annum in recognition of time worked in lieu.

Rostered days off can be banked to a maximum of 5 days.

This clause shall not preclude the parties agreeing in writing to a different work cycle depending on operational circumstances.

#### **19.8. Part Time Employment**

By mutual agreement a part time employee and Council may agree in writing for the employee to work additional ordinary hours above their regular hours, up to and including full time equivalent hours. The additional hours so worked are to be taken into account in the pro rata calculation of all leave and other entitlements.

Any additional ordinary hours so worked will be paid:

- For day workers-additional hours worked within the spread of ordinary hours are to be paid for at the ordinary rate;

- For shift workers- at the ordinary hourly rate plus the applicable shift allowance.

### **19.9. Flexibility in Meal Breaks**

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

### **19.10. Cashing Out Annual Leave and Long Service Leave**

Employees may request to cash out their annual leave in accordance with the provisions of the IR Act as amended/varied from time to time but must maintain a balance of four (4) weeks.

An employee may only request to cash out annual leave instead of taking the leave on two (2) occasions per calendar year.

An employee may be paid for all or part of their entitlement to long service leave instead of taking the leave on entering into a written agreement with Council to do so.

An employee may only request payment of all or part of their entitlement to long service leave instead of taking the leave on two (2) occasions per calendar year.

## **20. Major Project Agreements**

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

The following process will be followed:

- Council will confer with relevant employees to identify those employees who are prepared to consider changing their ordinary hours of work and span of hours;
- Directly affected employees, relevant employee organisations/unions (if applicable) and Council will consult and agree on arrangements to be implemented;
- The arrangements need to meet the operational requirements of Council;
- Agreement needs to be obtained from more than 55% of affected employees; and
- All parties agree to genuinely consider any reasonable agreement proposed.

Where established, MPA's will be read in conjunction with the relevant awards and this Agreement.

The terms of an MPA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement, and be signed by Council and the relevant employees. It must not, on balance, result in an overall reduction in the entitlements or protections the relevant employees have under this Agreement.

## **21. Local Area Work Agreements**

The parties recognise the value and benefit in providing for a process that enables Council, workgroups or individuals to develop and implement flexible working arrangements suited to the needs of the workgroup and requisite work to be performed.

Where Council, relevant workgroups and individuals agree there is a need for flexible work agreements the following process will be followed:

- Directly affected employees, relevant employee organisations/unions (if applicable) and Council will consult and agree on arrangements to be implemented;
- The arrangements need to meet the operational requirements of Council;
- Agreement needs to be obtained from more than 65% of affected employees; and
- The parties agree to genuinely consider any reasonable agreement proposed.

Where established, LAWA's will be read in conjunction with the relevant awards and this Agreement.

The terms of an LAWA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement and signed by Council and the relevant employees. It must not,

on balance, result in an overall reduction in the entitlements or protections the relevant employees have under this Agreement.

## **22. Abandonment of Employment**

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

Before an employee's employment is terminated for abandonment, Council shall make a reasonable effort to contact the employee.

Termination of employment for abandonment shall be effective from the date of the employee's last attendance at work or the employee's last day's absence with Council's consent.

## **23. Salary Sacrifice**

Council agrees to allow salary sacrificing at the discretion of employees provided that there is no cost (other than payroll deduction costs) to Council.

Council takes no responsibility for the implications of salary sacrifice arrangements put in place by employees.

Employees should seek independent financial advice prior to entering into a salary sacrifice arrangement.

## **24. Multi-Skilling**

Multi-skilling is to be actively encouraged, and the skills of employees are, where possible, to be utilised to the best advantage. Where employees are expected to use these skills, they will be paid accordingly.

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

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

## **26. Consultation**

The parties are committed to a consultation process that fosters a constructive organisational culture. Council will consult with employees as required by s 198 (a) of the IR Act. The consultation process to be followed is as set out in Schedule B to this Agreement.

## **27. Transition to Retirement**

Subject to operational requirements, an employee and Council may enter into a mutual agreement with the employee for the employee to work on a phased retirement arrangement.

Council wants to work with employees to develop a retirement plan which supports a positive transition for both parties. Subject to operational requirements, an employee and Council may enter into an agreement for the employee to work on a phased retirement arrangement.

Phased retirement arrangements will be agreed on an individual basis but may include reduced hours of employment and/or a reduction in duties/responsibilities.

A phased retirement arrangement will involve the employee giving up their permanent role and being employed on phased retirement with agreed work hours, agreed role/level, agreed duties/responsibilities and an agreed retirement date. Council and the employee will also identify agreed arrangements with respect to all accrued annual and long service leave.

Council will provide employees who enter into a phased retirement agreement with an agreed retirement date of less than six (6) months with financial assistance to obtain financial advice from an approved financial adviser of up to \$750 to be agreed.

Council may give consideration to utilisation of annual leave and long service leave entitlements, in a manner which would not otherwise be available. For example, this could include taking leave at the rate of one (1) or two (2) days per week over an extended period. Approval is at the sole discretion of Council. Half pay leave arrangements will not be applied in such circumstances.

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

In order to facilitate ongoing harmonious industrial relations, the parties to this Agreement shall maintain a JCC comprising of employees, union officials and management nominees in accordance with the terms of reference developed and agreed to by the JCC.

The group will meet on an “as needs” basis but not less than two (2) times per year to consider all industrial relations matters including, but not limited to:

- a) workplace issues that have the potential to impact on employees, including work units, divisions or the entire organisation, e.g. workloads;
- b) monitor and review implementation of this Agreement;
- c) current and new workplace policies;
- d) undertake specific responsibilities and activities in accordance with this Agreement; and
- e) any other matter raised by Union or management which impacts the workforce.

## **29. Redundancy**

Redundancy occurs where Council has made a decision that it no longer requires the job the employee has been doing and does not require the job to be done by anyone.

Following a full and genuine process of consultation as set out in this agreement in clause 25 and where it has been identified that redundancies are unavoidable, Council shall undertake the following process:

### **(i) Call for Voluntary Redundancies**

Council shall commence a process calling for volunteers from the group of affected employees who wish to express an interest for a voluntary redundancy. As part of this process Council shall confirm in writing the date that any voluntary redundancy will take effect. Employees shall have seven (7) days to notify Council in writing if they wish to express an interest for a voluntary redundancy.

Council shall provide employees who express an interest with a redundancy payment summary outlining their redundancy to be paid, should they choose to accept a voluntary redundancy. This redundancy payment summary shall be provided by Payroll Services within five (5) business days.

Employees shall have a further seven (7) days once they have received their redundancy payment summary to consider.

Employees shall then confirm their acceptance or rejection of a voluntary redundancy.

Where an employee has accepted a voluntary redundancy, the employee shall have the right to elect to finish their employment with Council at any time before the date that the voluntary redundancy is scheduled to take effect by giving Council one week's notice.

Any employee that chooses to finish early shall be paid their redundancy entitlements in full.

### **(ii) Retraining and Redeployment**

Where there is remaining displaced employees following the voluntary redundancy process, Council shall explore options for redeployment and retraining.

‘Reasonable Redeployment’ is defined as an alternate established vacant position in the organisational structure at the employee's level and within the employee's occupational stream and skill set for which they are capable of fulfilling or for which they would be capable with appropriate training in a reasonable time frame.

Employees may be offered reasonable redeployment at level to a position anywhere within Council, with preference given to placement within the employee's occupational stream and skill set.

The position's supervisor will conduct a review with the employee three (3) months after they have commenced in the redeployed position to provide the employee with feedback about their performance and for the employer and supervisor to identify any remaining gaps in skills for which training will be provided to the employee to ensure redeployment is successful.

Employees accepting a redeployment to an alternate position at level, will have six (6) months within which to confirm acceptance of the position, or elect to accept voluntary redundancy at any time during the six (6) month period by giving Council one week's notice.

**(iii) Lower Level Position**

Where suitable retraining or redeployment at level is not a viable option, then the employee may be offered a lower paid position which they are capable of fulfilling.

Where an employee is redeployed to a lower paid position, the appointment will be made at the highest incremental point within the classification level (if applicable), with the salary at the previous rate prior to redeployment maintained for a period of six (6) months.

Any annual and/or long service leave entitlements accrued at the time of redeployment are to be maintained and paid when taken at the applicable pre-deployed rate.

Employees accepting a redeployment to a lower paid position will have six (6) months within which to confirm acceptance of such position or to accept a voluntary redundancy at any time during the six (6) month period by giving Council one week's notice.



**Schedule 1 - Schedule of Wages – Stream A Division 2 Section 1 Administrative, Technical and Community Services**

<b>QLIGA (Stream A) - State 2017</b>	<b>EBA 7 Payment 1</b>		<b>EBA 7 Payment 2</b>		<b>EBA 7 Payment 3</b>	
<b>Division 2 Section 1</b>	<b>1/08/2019</b>		<b>1/08/2020</b>		<b>1/08/2021</b>	
	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>
<b>Classification</b>						
<b>Administrative, Technical and Community Services</b>						
Level 1, Year 1	1,063.16	55,284.40	1,089.74	56,666.51	1,116.98	58,083.17
Level 1, Year 2	1,076.82	55,994.73	1,103.74	57,394.59	1,131.34	58,829.46
Level 1, Year 3	1,096.67	57,026.90	1,124.09	58,452.57	1,152.19	59,913.89
Level 1, Year 4	1,117.98	58,134.93	1,145.93	59,588.30	1,174.58	61,078.01
Level 1, Year 5	1,139.29	59,242.95	1,167.77	60,724.02	1,196.96	62,242.12
Level 1, Year 6	1,160.58	60,349.95	1,189.59	61,858.70	1,219.33	63,405.17
Level 2, Year 1	1,182.16	61,472.33	1,211.71	63,009.13	1,242.01	64,584.36
Level 2, Year 2	1,206.96	62,761.78	1,237.13	64,330.82	1,268.06	65,939.09
Level 2, Year 3	1,229.09	63,912.85	1,259.82	65,510.67	1,291.32	67,148.44
Level 2, Year 4	1,252.08	65,108.00	1,283.38	66,735.70	1,315.46	68,404.09
Level 3, Year 1	1,275.10	66,305.20	1,306.98	67,962.83	1,339.65	69,661.90
Level 3, Year 2	1,299.03	67,549.55	1,331.51	69,238.29	1,364.79	70,969.25
Level 3, Year 3	1,323.49	68,821.58	1,356.58	70,542.11	1,390.49	72,305.67
Level 3, Year 4	1,344.88	69,933.70	1,378.50	71,682.04	1,412.96	73,474.09
Level 4, Year 1	1,369.44	71,210.85	1,403.68	72,991.12	1,438.77	74,815.90
Level 4, Year 2	1,394.04	72,490.05	1,428.89	74,302.30	1,464.61	76,159.86
Level 4, Year 3	1,418.60	73,767.20	1,454.07	75,611.38	1,490.42	77,501.66
Level 4, Year 4	1,443.20	75,046.40	1,479.28	76,922.56	1,516.26	78,845.62
Level 5, Year 1	1,467.76	76,323.55	1,504.45	78,231.64	1,542.07	80,187.43
Level 5, Year 2	1,492.36	77,602.75	1,529.67	79,542.82	1,567.91	81,531.39
Level 5, Year 3	1,516.96	78,881.95	1,554.88	80,854.00	1,593.76	82,875.35
Level 6, Year 1	1,557.94	81,012.93	1,596.89	83,038.25	1,636.81	85,114.20
Level 6, Year 2	1,598.94	83,144.93	1,638.91	85,223.55	1,679.89	87,354.14
Level 6, Year 3	1,639.94	85,276.93	1,680.94	87,408.85	1,722.96	89,594.07
Level 7, Year 1	1,681.49	87,437.63	1,723.53	89,623.57	1,766.62	91,864.15
Level 7, Year 2	1,723.22	89,607.55	1,766.30	91,847.74	1,810.46	94,143.93
Level 7, Year 3	1,764.99	91,779.53	1,809.12	94,074.01	1,854.34	96,425.86
Level 8, Year 1	1,815.10	94,385.08	1,860.48	96,744.70	1,906.99	99,163.32
Level 8, Year 2	1,865.18	96,989.60	1,911.81	99,414.34	1,959.61	101,899.70
Level 8, Year 3	1,915.31	99,596.18	1,963.19	102,086.08	2,012.27	104,638.23
Level 8, Year 4	1,962.36	102,042.85	2,011.42	104,593.92	2,061.71	107,208.77
Level 8, Year 5	2,009.41	104,489.53	2,059.65	107,101.76	2,111.14	109,779.31

**Schedule 2 - Schedule of Wages – Stream A Division 2 Section 2**  
**Delivery of Children's Services**

<b>QLIGA (Stream A) - State 2017</b>	<b>EBA 7 Payment 1</b>		<b>EBA 7 Payment 1</b>		<b>EBA 7 Payment 2</b>		<b>EBA 7 Payment 3</b>	
	<b>1/08/2019-31/08/19</b>		<b>1/09/2019-31/08/2019</b>		<b>1/08/2020</b>		<b>1/08/2021</b>	
<b>Division 2 Section 2</b>								
<b>Classification</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>
<b>Delivery of Children's Services</b>								
<b>Assistant Children's Services Worker</b>								
Unqualified, 1 year	\$828.20	\$43,066.40	\$852.80	\$44,345.60	\$874.12	\$45,454.24	\$895.97	\$46,590.60
Unqualified, 2 year	\$851.78	\$44,292.30	\$877.40	\$45,624.80	\$899.34	\$46,765.42	\$921.82	\$47,934.56
Unqualified, 3 year	\$872.79	\$45,384.95	\$898.93	\$46,744.10	\$921.40	\$47,912.70	\$944.43	\$49,110.52
<b>Children's Services Worker</b>								
1 year qualified, year 1	\$935.83	\$48,662.90	\$964.01	\$50,128.65	\$988.11	\$51,381.87	\$1,012.82	\$52,666.41
1 year qualified, year 2	\$960.43	\$49,942.10	\$989.13	\$51,434.50	\$1,013.85	\$52,720.36	\$1,039.20	\$54,038.37
1 year qualified, year 3	\$987.08	\$51,327.90	\$1,016.80	\$52,873.60	\$1,042.22	\$54,195.44	\$1,068.28	\$55,550.33
<b>Group Leader</b>								
1 year qualified, year 1	\$1,013.73	\$52,713.70	\$1,043.96	\$54,286.05	\$1,070.06	\$55,643.20	\$1,096.81	\$57,034.28
1 year qualified, year 2	\$1,041.91	\$54,179.45	\$1,073.18	\$55,805.10	\$1,100.00	\$57,200.23	\$1,127.50	\$58,630.23
1 year qualified, year 3	\$1,041.91	\$54,179.45	\$1,073.18	\$55,805.10	\$1,100.00	\$57,200.23	\$1,127.50	\$58,630.23
2 year qualified, year 1	\$1,094.70	\$56,924.40	\$1,127.50	\$58,630.00	\$1,155.69	\$60,095.75	\$1,184.58	\$61,598.14
2 year qualified, year 2	\$1,122.38	\$58,363.50	\$1,156.20	\$60,122.40	\$1,185.11	\$61,625.46	\$1,214.73	\$63,166.10
2 year qualified, year 3	\$1,149.54	\$59,775.95	\$1,183.88	\$61,561.50	\$1,213.47	\$63,100.54	\$1,243.81	\$64,678.05
3 year qualified, year 1	\$1,149.54	\$59,775.95	\$1,183.88	\$61,561.50	\$1,213.47	\$63,100.54	\$1,243.81	\$64,678.05
3 year qualified, year 2	\$1,149.54	\$59,775.95	\$1,183.88	\$61,561.50	\$1,213.47	\$63,100.54	\$1,243.81	\$64,678.05

	<b>EBA 7 Payment 1</b>		<b>EBA 7 Payment 1</b>		<b>EBA 7 Payment 2</b>		<b>EBA 7 Payment 3</b>	
	<b>1/08/2019-31/08/19</b>		<b>1/09/2019-31/08/2019</b>		<b>1/08/2020</b>		<b>1/08/2021</b>	
<b>Assistant Coordinator</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>
Assistant Coordinator, qualified, large service year 1	\$1,149.54	\$59,775.95	\$1,183.88	\$61,561.50	\$1,213.47	\$63,100.54	\$1,243.81	\$64,678.05
Assistant Coordinator, qualified, large service year 2	\$1,149.54	\$59,775.95	\$1,183.88	\$61,561.50	\$1,213.47	\$63,100.54	\$1,243.81	\$64,678.05
<b>Assistant Director</b>								
Assistant Director, 2 yr. qualified, yr. 1	\$1,149.54	\$59,775.95	\$1,183.88	\$61,561.50	\$1,213.47	\$63,100.54	\$1,243.81	\$64,678.05
Assistant Director, 2 yr. qualified, yr. 2	\$1,149.54	\$59,775.95	\$1,183.88	\$61,561.50	\$1,213.47	\$63,100.54	\$1,243.81	\$64,678.05
Assistant Director, 2 yr. qualified, yr. 3	\$1,173.11	\$61,001.85	\$1,208.48	\$62,840.70	\$1,238.69	\$64,411.72	\$1,269.65	\$66,022.01
Assistant Director, 3 yr. qualified, yr. 1	\$1,197.71	\$62,281.05	\$1,233.59	\$64,146.55	\$1,264.43	\$65,750.21	\$1,296.04	\$67,393.97
Assistant Director, 3 yr. qualified, yr. 2	\$1,197.71	\$62,281.05	\$1,233.59	\$64,146.55	\$1,264.43	\$65,750.21	\$1,296.04	\$67,393.97
<b>Coordinator</b>								
Coordinator, unqualified, year 1	\$1,149.54	\$59,775.95	\$1,183.88	\$61,561.50	\$1,213.47	\$63,100.54	\$1,243.81	\$64,678.05
Coordinator, unqualified, year 2	\$1,149.54	\$59,775.95	\$1,183.88	\$61,561.50	\$1,213.47	\$63,100.54	\$1,243.81	\$64,678.05
Coordinator, unqualified, year 3	\$1,173.11	\$61,001.85	\$1,208.48	\$62,840.70	\$1,238.69	\$64,411.72	\$1,269.65	\$66,022.01
Coordinator, qualified, small service, year 1	\$1,197.71	\$62,281.05	\$1,233.59	\$64,146.55	\$1,264.43	\$65,750.21	\$1,296.04	\$67,393.97
Coordinator, qualified, small service, year 2	\$1,243.84	\$64,679.55	\$1,281.25	\$66,625.00	\$1,313.28	\$68,290.63	\$1,346.11	\$69,997.89
Coordinator, qualified, large service, year 1	\$1,243.84	\$64,679.55	\$1,281.25	\$66,625.00	\$1,313.28	\$68,290.63	\$1,346.11	\$69,997.89
Coordinator, qualified, large service, year 2	\$1,300.73	\$67,637.70	\$1,339.68	\$69,663.10	\$1,373.17	\$71,404.68	\$1,407.50	\$73,189.79
Coordinator, qualified, large service, year 3	\$1,300.73	\$67,637.70	\$1,339.68	\$69,663.10	\$1,373.17	\$71,404.68	\$1,407.50	\$73,189.79
Coordinator, qualified, large service, year 4	\$1,300.73	\$67,637.70	\$1,339.68	\$69,663.10	\$1,373.17	\$71,404.68	\$1,407.50	\$73,189.79

	<b>EBA 7 Payment 1</b>		<b>EBA 7 Payment 1</b>		<b>EBA 7 Payment 2</b>		<b>EBA 7 Payment 3</b>	
	<b>1/08/2019-31/08/19</b>		<b>1/09/2019-31/08/2019</b>		<b>1/08/2020</b>		<b>1/08/2021</b>	
<b>Director</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>
Director, 2 year qualified year 1	\$1,243.84	\$64,679.55	\$1,281.25	\$66,625.00	\$1,313.28	\$68,290.63	\$1,346.11	\$69,997.89
Director, 2 year qualified year 2	\$1,300.73	\$67,637.70	\$1,339.68	\$69,663.10	\$1,373.17	\$71,404.68	\$1,407.50	\$73,189.79
Director, 2 year qualified year 3	\$1,300.73	\$67,637.70	\$1,339.68	\$69,663.10	\$1,373.17	\$71,404.68	\$1,407.50	\$73,189.79
Director, 2 year qualified year 4	\$1,300.73	\$67,637.70	\$1,339.68	\$69,663.10	\$1,373.17	\$71,404.68	\$1,407.50	\$73,189.79
Director, minimum 3 yr. qualified, yr. 1	\$1,300.73	\$67,637.70	\$1,339.68	\$69,663.10	\$1,373.17	\$71,404.68	\$1,407.50	\$73,189.79
Director, minimum 3 yr. qualified, yr. 2	\$1,300.73	\$67,637.70	\$1,339.68	\$69,663.10	\$1,373.17	\$71,404.68	\$1,407.50	\$73,189.79
Director, minimum 3 yr. qualified, yr. 3	\$1,340.70	\$69,716.40	\$1,380.68	\$71,795.10	\$1,415.19	\$73,589.98	\$1,450.57	\$75,429.73
Director, minimum 3 yr. qualified, yr. 4	\$1,340.70	\$69,716.40	\$1,380.68	\$71,795.10	\$1,415.19	\$73,589.98	\$1,450.57	\$75,429.73
Director, minimum 3 yr. qualified, yr. 5	\$1,379.14	\$71,715.15	\$1,420.65	\$73,873.80	\$1,456.17	\$75,720.65	\$1,492.57	\$77,613.66
Director, minimum 3 yr. qualified, yr. 6	\$1,388.36	\$72,194.85	\$1,429.88	\$74,353.50	\$1,465.62	\$76,212.34	\$1,502.26	\$78,117.65
Director, minimum 3 yr. qualified, yr. 7	\$1,405.28	\$73,074.30	\$1,447.30	\$75,259.60	\$1,483.48	\$77,141.09	\$1,520.57	\$79,069.62
Director, minimum 3 yr. qualified, yr. 8	\$1,421.68	\$73,927.10	\$1,464.21	\$76,139.05	\$1,500.82	\$78,042.53	\$1,538.34	\$79,993.59
Director, minimum 3 yr. qualified, yr. 9	\$1,433.98	\$74,566.70	\$1,477.03	\$76,805.30	\$1,513.95	\$78,725.43	\$1,551.80	\$80,693.57
<b>Kindergarten/preschool assistant</b>								
Kindergarten/preschool assistant, grade 1, year 1	\$787.71	\$40,961.05	\$811.29	\$42,186.95	\$831.57	\$43,241.62	\$852.36	\$44,322.66
Kindergarten/preschool assistant, grade 1, year 2	\$798.99	\$41,547.35	\$823.08	\$42,799.90	\$843.65	\$43,869.90	\$864.74	\$44,966.64
Kindergarten/preschool assistant, grade 2, year 1	\$815.39	\$42,400.15	\$839.99	\$43,679.35	\$860.99	\$44,771.33	\$882.51	\$45,890.62
Kindergarten/preschool assistant, grade 2, year 2	\$826.66	\$42,986.45	\$851.26	\$44,265.65	\$872.54	\$45,372.29	\$894.36	\$46,506.60
Kindergarten/preschool assistant, grade 3, year 1	\$852.29	\$44,318.95	\$877.91	\$45,651.45	\$899.86	\$46,792.74	\$922.36	\$47,962.55
Kindergarten/preschool assistant, grade 3, year 2	\$864.59	\$44,958.55	\$890.73	\$46,317.70	\$912.99	\$47,475.64	\$935.82	\$48,662.53

	<b>EBA 7 Payment 1</b>		<b>EBA 7 Payment 1</b>		<b>EBA 7 Payment 2</b>		<b>EBA 7 Payment 3</b>	
	<b>1/08/2019-31/08/19</b>		<b>1/09/2019-31/08/2019</b>		<b>1/08/2020</b>		<b>1/08/2021</b>	
<b>Exempted Teacher</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>
Exempted Teacher, grade 1	\$852.29	\$44,318.95	\$877.91	\$45,651.45	\$899.86	\$46,792.74	\$922.36	\$47,962.55
Exempted Teacher, grade 2	\$864.59	\$44,958.55	\$890.73	\$46,317.70	\$912.99	\$47,475.64	\$935.82	\$48,662.53
Exempted Teacher, grade 3	\$878.94	\$45,704.75	\$905.08	\$47,063.90	\$927.70	\$48,240.50	\$950.89	\$49,446.51
<b>Teacher</b>								
Teacher, band 1, step 1	\$944.54	\$49,115.95	\$972.73	\$50,581.70	\$997.04	\$51,846.24	\$1,021.97	\$53,142.40
Teacher, band 1, step 2	\$962.99	\$50,075.35	\$991.69	\$51,567.75	\$1,016.48	\$52,856.94	\$1,041.89	\$54,178.37
Teacher, band 1, step 3	\$984.00	\$51,168.00	\$1,013.73	\$52,713.70	\$1,039.07	\$54,031.54	\$1,065.04	\$55,382.33
Teacher, band 1, step 4	\$1,007.06	\$52,367.25	\$1,037.30	\$53,939.60	\$1,063.23	\$55,288.09	\$1,089.81	\$56,670.29
Teacher, band 2, step 1	\$1,026.54	\$53,379.95	\$1,057.29	\$54,978.95	\$1,083.72	\$56,353.42	\$1,110.81	\$57,762.26
Teacher, band 2, step 2	\$1,063.95	\$55,325.40	\$1,095.73	\$56,977.70	\$1,123.12	\$58,402.14	\$1,151.20	\$59,862.20
Teacher, band 2, step 3	\$1,101.88	\$57,297.50	\$1,135.19	\$59,029.75	\$1,163.57	\$60,505.49	\$1,192.66	\$62,018.13
Teacher, band 2, step 4	\$1,140.83	\$59,322.90	\$1,175.16	\$61,108.45	\$1,204.54	\$62,636.16	\$1,234.66	\$64,202.07
Teacher, band 2, step 5	\$1,176.19	\$61,161.75	\$1,211.55	\$63,000.60	\$1,241.84	\$64,575.61	\$1,272.88	\$66,190.01
Teacher, band 3, step 1	\$1,205.40	\$62,680.80	\$1,241.79	\$64,572.95	\$1,272.83	\$66,187.27	\$1,304.65	\$67,841.96
Teacher, band 3, step 2	\$1,237.69	\$64,359.75	\$1,274.59	\$66,278.55	\$1,306.45	\$67,935.51	\$1,339.11	\$69,633.90
Teacher, band 3, step 3	\$1,267.93	\$65,932.10	\$1,305.85	\$67,904.20	\$1,338.50	\$69,601.81	\$1,371.96	\$71,341.85
Teacher, band 3, step 4	\$1,300.73	\$67,637.70	\$1,339.68	\$69,663.10	\$1,373.17	\$71,404.68	\$1,407.50	\$73,189.79

**Schedule 3 - Schedule of Wages – Stream B Division 2 Section 1**  
**Aged Care Services (Other than Nurses)**

QLIGA (Stream B) - State 2017	EBA 7 Payment 1		EBA 7 Payment 1		EBA 7 Payment 2		EBA 7 Payment 3	
	1/08/2019-31/08/19		1/09/2019-31/07/2020		1/08/2020		1/08/2021	
Division 2 Section 1								
Classification	Weekly Rate	Annual Rate	Weekly Rate	Annual Rate	Weekly Rate	Annual Rate	Weekly Rate	Annual Rate
Aged Care Services (Other than Nurses)								
All employees other than Cook and Chief cook	\$828.20	\$43,066.40	\$852.80	\$44,345.60	\$874.12	\$45,454.24	\$895.97	\$46,590.60
Cook	\$872.79	\$45,384.95	\$898.93	\$46,744.10	\$921.40	\$47,912.70	\$944.43	\$49,110.52
Chief cook	\$885.60	\$46,051.20	\$912.25	\$47,437.00	\$935.06	\$48,622.93	\$958.43	\$49,838.50

**Schedule 4 - Schedule of Wages – Stream B Division 2 Section 4**  
**Hospitality Services**

<b>QLIGA (Stream B) - State 2017</b>	<b>EBA 7 Payment 1</b>		<b>EBA 7 Payment 1</b>		<b>EBA 7 Payment 2</b>		<b>EBA 7 Payment 3</b>	
	<b>1/08/2019-31/08/2019</b>		<b>1/09/2019-31/07/2020</b>		<b>1/08/2020</b>		<b>1/08/2021</b>	
<b>Division 2 Section 4</b>								
<b>Classification</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>
<b>Hospitality Services</b>								
Hospitality workers, introductory level	\$804.11	\$41,813.85	\$828.20	\$43,066.40	\$848.91	\$44,143.06	\$870.13	\$45,246.64
Hospitality Worker, Level 1	\$804.11	\$41,813.85	\$828.20	\$43,066.40	\$848.91	\$44,143.06	\$870.13	\$45,246.64
Hospitality Worker, Level 2	\$828.20	\$43,066.40	\$852.80	\$44,345.60	\$874.12	\$45,454.24	\$895.97	\$46,590.60
Hospitality Worker, Level 3	\$851.78	\$44,292.30	\$877.40	\$45,624.80	\$899.34	\$46,765.42	\$921.82	\$47,934.56
Hospitality Worker, Level 4	\$885.60	\$46,051.20	\$912.25	\$47,437.00	\$935.06	\$48,622.93	\$958.43	\$49,838.50
Hospitality Worker, Level 5	\$935.83	\$48,662.90	\$964.01	\$50,128.65	\$988.11	\$51,381.87	\$1,012.82	\$52,666.41
Hospitality Worker, Level 6	\$960.43	\$49,942.10	\$989.13	\$51,434.50	\$1,013.85	\$52,720.36	\$1,039.20	\$54,038.37

**Schedule 5 - Schedule of Wages – Stream B Division 2 Section 5**  
**Operational Services**

<b>QLIGA (Stream B) - State 2017</b>	<b>EBA 7 Payment 1</b>		<b>EBA 7 Payment 2</b>		<b>EBA 7 Payment 3</b>	
	<b>1/08/2019</b>		<b>1/08/2020</b>		<b>1/08/2021</b>	
<b>Division 2 Section 5</b>						
<b>Classification</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>
<b>Operational Services</b>						
Level 1, first 6 months	\$1,020.15	\$53,047.89	\$1,045.66	\$54,374.09	\$1,071.80	\$55,733.44
Level 1, after first 6months	\$1,034.09	\$53,772.77	\$1,059.94	\$55,117.09	\$1,086.44	\$56,495.02
Level 2	\$1,048.00	\$54,496.05	\$1,074.20	\$55,858.45	\$1,101.06	\$57,254.91
Level 3	\$1,064.98	\$55,378.70	\$1,091.60	\$56,763.17	\$1,118.89	\$58,182.25
Level 4	\$1,079.68	\$56,143.56	\$1,106.68	\$57,547.14	\$1,134.34	\$58,985.82
Level 5	\$1,094.76	\$56,927.60	\$1,122.13	\$58,350.79	\$1,150.18	\$59,809.56
Level 6	\$1,124.91	\$58,495.15	\$1,153.03	\$59,957.53	\$1,181.86	\$61,456.47
Level 7	\$1,154.79	\$60,048.85	\$1,183.66	\$61,550.07	\$1,213.25	\$63,088.82
Level 8	\$1,184.80	\$61,609.47	\$1,214.42	\$63,149.71	\$1,244.78	\$64,728.45
Level 9	\$1,218.81	\$63,377.96	\$1,249.28	\$64,962.41	\$1,280.51	\$66,586.47



## Schedule 6 - Schedule of Wages – Stream B Division 2 Section 7

## Tour Guides

QLIGA (Stream B) - State 2017	EBA 7 Payment 1		EBA 7 Payment 1		EBA 7 Payment 2		EBA 7 Payment 2	
	1/08/2019-31/08/2019		1/09/2019-31/07/2020		1/08/2020		1/08/2021	
Division 2 Section 7								
Classification	Weekly Rate	Annual Rate	Weekly Rate	Annual Rate	Weekly Rate	Annual Rate	Weekly Rate	Annual Rate
<b>Tour Guides</b>								
Introductory tour guide, first 3 months	\$804.11	\$41,813.85	\$828.20	\$43,066.40	\$848.91	\$44,143.06	\$870.13	\$45,246.64
Introductory tour guide, over 3 mths and up to 6mths	\$828.20	\$43,066.40	\$852.80	\$44,345.60	\$874.12	\$45,454.24	\$895.97	\$46,590.60
Tour Guide Level 1	\$851.78	\$44,292.30	\$877.40	\$45,624.80	\$899.34	\$46,765.42	\$921.82	\$47,934.56
Tour Guide Level 2	\$885.60	\$46,051.20	\$912.25	\$47,437.00	\$935.06	\$48,622.93	\$958.43	\$49,838.50
Tour Guide Level 3	\$935.83	\$48,662.90	\$964.01	\$50,128.65	\$988.11	\$51,381.87	\$1,012.82	\$52,666.41

**Schedule 7 - Schedule of Wages – Stream C Division 2 Section 1**  
**Building Trades Services**

<b>QLIGA (Stream C) - State 2017</b>	<b>EBA 7 Payment 1</b>		<b>EBA 7 Payment 1</b>		<b>EBA 7 Payment 2</b>		<b>EBA 7 Payment 3</b>	
	<b>1/08/2019-31/08/19</b>		<b>01/09/2019-31/07/2020</b>		<b>1/08/2020</b>		<b>1/08/2021</b>	
<b>Division 2 Section 1</b>								
<b>Classification</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>
<b>Building Trades Services</b>								
<b>Building Worker</b>								
Building Worker, Level 1 (a), new entrant	\$804.11	\$41,813.85	\$828.20	\$43,066.40	\$848.91	\$44,143.06	\$870.13	\$45,246.64
Building Worker, Level 1 (b), after 3 months in the industry	\$828.20	\$43,066.40	\$852.80	\$44,345.60	\$874.12	\$45,454.24	\$895.97	\$46,590.60
Building Worker, Level 1 (c), after 12 months in the industry	\$828.20	\$43,066.40	\$852.80	\$44,345.60	\$874.12	\$45,454.24	\$895.97	\$46,590.60
Building Worker, Level 1 (d)	\$851.78	\$44,292.30	\$877.40	\$45,624.80	\$899.34	\$46,765.42	\$921.82	\$47,934.56
Building Worker, Level 2	\$872.79	\$45,384.95	\$898.93	\$46,744.10	\$921.40	\$47,912.70	\$944.43	\$49,110.52
<b>Building Tradesperson</b>								
Building Tradesperson, Level 1	\$885.60	\$46,051.20	\$912.25	\$47,437.00	\$935.06	\$48,622.93	\$958.43	\$49,838.50
Building Tradesperson, Level 2	\$909.69	\$47,303.75	\$970.68	\$50,475.10	\$994.94	\$51,736.98	\$1,019.82	\$53,030.40
Building Tradesperson, Level 3	\$935.83	\$48,662.90	\$964.01	\$50,128.65	\$988.11	\$51,381.87	\$1,012.82	\$52,666.41

**Schedule 8 - Schedule of Wages – Stream C Division 2 Section 2**  
**Engineering and Electrical/Electronic Services**

<b>QLIGA (Stream C) - State 2017</b>	<b>EBA 7 Payment 1</b>		<b>EBA 7 Payment 2</b>		<b>EBA 7 Payment 3</b>	
	<b>1/08/2019</b>		<b>1/08/2020</b>		<b>1/08/2021</b>	
<b>Division 2 Section 2</b>						
<b>Classification</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>	<b>Weekly Rate</b>	<b>Annual Rate</b>
<b>Engineering and Electrical/Electronic Services</b>						
C14	\$828.20	\$43,066.40	\$848.91	\$44,143.06	\$870.13	\$45,246.64
C13	\$828.20	\$43,066.40	\$848.91	\$44,143.06	\$870.13	\$45,246.64
C12	\$852.80	\$44,345.60	\$874.12	\$45,454.24	\$895.97	\$46,590.60
C11	\$877.40	\$45,624.80	\$899.34	\$46,765.42	\$921.82	\$47,934.56
C10	\$912.25	\$47,437.00	\$935.06	\$48,622.93	\$958.43	\$49,838.50
C9	\$936.85	\$48,716.20	\$960.27	\$49,934.11	\$984.28	\$51,182.46
C8	\$964.01	\$50,128.65	\$988.11	\$51,381.87	\$1,012.82	\$52,666.41
C7	\$989.13	\$51,434.50	\$1,013.85	\$52,720.36	\$1,039.20	\$54,038.37
<b>C6</b>	\$1,043.96	\$54,286.05	\$1,070.06	\$55,643.20	\$1,096.81	\$57,034.28
C5	\$1,073.18	\$55,805.10	\$1,100.00	\$57,200.23	\$1,127.50	\$58,630.23
C4	\$1,100.34	\$57,217.55	\$1,127.85	\$58,647.99	\$1,156.04	\$60,114.19
C3	\$1,156.20	\$60,122.40	\$1,185.11	\$61,625.46	\$1,214.73	\$63,166.10
C2(a)	\$1,183.88	\$61,561.50	\$1,213.47	\$63,100.54	\$1,243.81	\$64,678.05
C2(b)	\$1,233.59	\$64,146.55	\$1,264.43	\$65,750.21	\$1,296.04	\$67,393.97
Mechanics	\$1,189.23	\$61,839.73	\$1,218.96	\$63,385.72	\$1,249.43	\$64,970.36

## **Award and Agreement Matters**

### **Schedule A – Dispute Resolution**

#### **1. Prevention and Settlement Of Disputes - Award Matters**

- a. The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the Parent Awards or this Agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- b. Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue 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 or 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 7 days;
  - (ii) if the matter is not resolved as per clause (c)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
  - (iii) if the matter remains unresolved it may be referred to Council for discussion and appropriate action. This process should not exceed 14 days;
  - (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- d. Nothing contained in this procedure shall prevent unions or Council from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

#### **2. Prevention And Settlement Of Employee Grievances And Disputes - Other Than Award Or Agreement Matters**

- a. The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- b. The following procedure applies to all industrial matters within the meaning of the IR 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 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 Stage 2.
  - Stage 3: If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to the employer 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. The employer 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. The employer may appoint another person to investigate the grievance or dispute.

The employer may consult with the employee representative in appointing an investigator. 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. The employer 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 7 days.
  - Stage 2: Not to exceed 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 Commission by the employee or the union.
- h. Subject to legislation, while the grievance 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 grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- i. Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

## **Schedule B - Consultation**

### **1. Consultation - Introduction of Changes - Employer's Duty To Notify**

- a. Before Council makes a decision to adopt and implement major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the relevant union.
- b. 'Significant effects' includes changes to employment conditions and entitlements, termination of employment; major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; changes to work rosters, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

### **2. Council's Duty to Consult Over Change**

- a. Council shall discuss with the employees affected and the relevant union/s about the proposed changes referred to in subclauses (a) hereof, the effects the changes are likely to have on employees and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- b. The discussions shall commence as early as practicable after a proposal has been made by Council to make the changes referred to in subclauses (1b) hereof.
- c. For the purpose of such discussion, Council shall provide in writing to the employees concerned and the relevant union/s, all relevant information about the proposed 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. Where Council is proposing to undertake organisational restructuring that has significant effects Council will provide affected Employees and their relevant Union a summary of the proposed changes to the structure including any current positions which are likely to be displaced and/or deemed redundant, proposed new positions, and a list of potentially affected Employees, including Council's proposal to mitigate the effects on each affected Employee.
- e. Notwithstanding the provision of subclause (a) Council shall not be required to disclose confidential information, the disclosure of which would be detrimental to the Council's interest.
- f. Council will give prompt and genuine consideration and shall provide documented communications on any matters raised by the employees and/or the relevant Union in relation to the changes.

## **Signatories**

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

### **Winton Shire Council**

Signed for and on behalf of the  
Winton Shire Council

Ricki Bruhn  
Chief Executive Officer

In the presence of  
Gavin Baskett  
Mayor  
Winton Shire Council

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

Signed for and on behalf of

The Australian Workers' Union of Employees, Queensland, 13/333 Adelaide Street, Brisbane,  
Qld. 4000

Stephen Kenneth Baker, Secretary

In the presence of

Samantha Stokes.



**Queensland Services, Industrial Union of Employees**

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

Neil Henderson,  
Secretary

In the presence of  
Signe Boman

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

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

Jade Ingham

In the presence of  
Elizabeth Frankow.