

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

Cloncurry Shire Council

AND

The Australian Workers' Union of Employees, Queensland

Queensland Services, Industrial Union of Employees

*(Matter No. CB/2020/77)*

**CLONCURRY SHIRE COUNCIL CERTIFIED AGREEMENT 2019**

**Certificate of Approval**

On 21 October 2020, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** CLONCURRY SHIRE COUNCIL CERTIFIED AGREEMENT 2019

**Parties to the Agreement:**

- The Australian Workers' Union of Employees, Queensland
- Queensland Services, Industrial Union of Employees

**Operative Date:** 21 October 2020

**Nominal Expiry Date:** 30 June 2022

**Previous Agreement:** *Cloncurry Shire Council Certified Agreement 2015*

**Termination Date of Previous Agreement:** 21 October 2020

Dated 21 October 2020.

J. C. DWYER  
Industrial Commissioner



# **CLONCURRENCY SHIRE COUNCIL**

## **CERTIFIED AGREEMENT**

### **2019**



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## **PART 1 –TITLE AND OPERATION**

### **1.1 Title**

This Agreement shall be known as the Cloncurry Shire Council Certified Agreement 2019.

### **1.2 Application**

1.2.1 This Agreement shall apply to the Cloncurry Shire Council (“Council”) and the employees of Council subject to this agreement and the following unions:

- The Australian Workers’ Union of Employees, Queensland (AWUEQ),
- Queensland Services, Industrial Union of Employees (QSU).

1.2.2 This Agreement shall not apply to department heads or senior executives unless a written contract of employment states that this Agreement applies.

1.2.3 No employee currently employed at the time of certification shall suffer a reduction of benefits or wages/salary upon certification of this agreement.

### **1.3 Date and Period of Operation**

This Agreement shall commence upon being certified by the Queensland Industrial Relations Commission. This Agreement shall have a nominal expiry date of 30 June 2022.

### **1.4 Relationship to Award**

1.4.1 This Agreement shall be read and applied wholly in conjunction with the terms of the following Awards:

- Queensland Local Government Industry (Stream A) Award – State2017
- Queensland Local Government Industry (Stream B) Award – State2017
- Queensland Local Government Industry (Stream C) Award –State2017

1.4.2 Where there is any inconsistency between the express terms of the Agreement and the terms of the Award, this Agreement’s terms prevail to the extent of the inconsistency. In this Agreement references to the Award shall mean the specified Award terms as incorporated into this Agreement unless the context requires otherwise. Where the agreement is silent, the relevant parent award will apply.

1.4.3 This Agreement incorporates the Queensland Employment Standards.

1.4.4 Any party to this agreement may propose renegotiation of this agreement within six months prior to this Agreement’s nominal expiry date with an aim to finalise the replacement agreement prior to this agreement reaching the nominal expiry date.

1.4.5 A copy of this Agreement shall be available in the workplace with convenient access to employees in either electronic or printed format.

## **PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT**

### **2.1 Employment Type**

An employee may be engaged on a full-time, part-time, casual or fixed term basis.

### **2.2 Casual Conversion**

- 2.2.1 A long term casual employee is defined as an employee who is employed as a casual employee on a regular and systematic basis for a period of at least one (1) year, employed under the Local Government Industry Award Stream B and C, may apply (subject to the provisions of this clause) to have their contract of employment converted to that of a permanent employee. The Council may on reasonable grounds refuse the employee's request.
- 2.2.2 Casual employees employed under the Local Government Industry Award Stream A may request conversion to a permanent employee under the terms of the relevant clause in Schedule 2 Section 1 of that Award.
- 2.2.3 Where it is agreed that a long-term casual employee has their contract of employment converted to that of a permanent employee, the conversion will take effect from the commencement of the next pay cycle following such agreement, unless otherwise mutually agreed.
- 2.2.4 The average number of ordinary hours the long-term casual has worked over the previous three (3) months shall be used as a guide to determine the type of permanent employment.
- 2.2.5 Conversion of employment will not impact the employee's continuity of employment.

### **2.3 Apprentices & Trainees**

- 2.3.1. The contract of employment for apprentices and trainees shall be as required by the Order – Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003, the relevant Award and this Agreement.
- 2.3.2. The Parties to this Agreement recognise the importance of employing Apprentices and Trainees either directly or indirectly to ensure proper skills and development of the trade or discipline. Where Council's operational requirements and skill availability allow for the employment of Apprentices and Trainees, the Council agrees that Apprentices and Trainees shall be entitled to all terms and conditions of this Agreement, and their weekly ordinary wage rate of pay shall be calculated in accordance with the salary scales of the relevant Schedule of the Order.

### **2.4 Security of Employment**

- 2.4.1 The Parties recognise that the Council wishes to preserve as many of the positions that currently exist. Accordingly, the Council shall take steps to ensure that they have the benefit of a stable and committed workforce.

- 2.4.2 The Parties to this Agreement believe that security of employment is an outcome of service delivery to the community. The Parties further agree that they intend to preserve and where determined appropriate by Council, increase Council's ability to provide continuing high-quality services to the community and in doing so create security of employment.
- 2.4.3 Such steps shall include measures to increase the security of employee's employment; however, the Parties recognise that the Council shall require the use of contractors or hire staff on contract to carry out Council work. Where this occurs in the following areas, this agreement shall not have effect.
- a. The Council shall use contractors where the work volume is beyond the capacity of the Council's resources or existing staff.
  - b. Where the type of work or specialisation required is beyond the capacity of the Council's resources or existing staff.
  - c. In circumstances where it is more cost effective to deliver quality services.
  - d. Contractors and/or their employees shall not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed.
- 2.4.4 The use of contractors/labour hire personnel shall be managed in a manner that ensure the optimal Council business and community needs are achieved without eroding the job security of existing permanent employees.
- 2.4.5 If a service is already outsourced by contract at the time of signing of this Agreement, then that service shall not be affected by this clause.

## **2.5 Redundancy**

### **2.5.1 Consultation before terminations**

- a. Prior to the Council deciding that they no longer wish the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the Council shall consult the employee directly affected and where relevant, their Union or Unions that are a party to this Agreement.
- b. The consultation shall take place as soon as it is practicable prior to the Council making the decision, which shall invoke the provisions of this sub-clause and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.

For the purpose of this sub-clause 2.5.1(b) measures to avoid or minimize the terminations and/or adverse effects on the employees concerned will include, but not be limited to, such things as discussions relating to retraining and/or redeployment options prior to redundancies taking effect.

- c. For the purpose of the consultation the Council shall provide in writing to the employees concerned and, where relevant, their Union or Unions that are a party to the Agreement, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.

Provided that, the Council shall not be required to disclose confidential information, or information that is protected by legal or professional privilege, the disclosure of which would be adverse to the Council's interests.

#### **2.5.2 Transfer to lower paid duties**

- a. Where an employee is transferred to lower paid duties for reasons set out above the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated.
- b. The Council may, at the Council's option, make payment in lieu thereof of an amount equal to the difference between the former amounts that the Council would have been liable to pay and the new lower amount the Council is liable to pay the employee for the number of weeks of notice still owing.
- c. The amounts must be worked out on the basis of:
  - the ordinary working hours to be worked by the employee; and
  - the amounts payable to the employee for the hours including, for example, allowances, loadings and penalties; and
  - any other amounts payable under the employee's employment contract.

#### **2.5.3 Time off during notice period**

- a. Where a decision has been made to terminate an employee in the circumstances outlined above, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Council, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose, a statutory declaration shall be sufficient.



#### 2.5.4 Severance pay

<b>Employee's years of continuous service with the Council</b>	<b>Redundancy pay</b>
at least 1 year but not more than 2 years	4 weeks
more than 2 years but not more than 3 years	6 weeks
more than 3 years but not more than 4 years	7 weeks
more than 4 years but nor more than 5 years	8 weeks
more than 5 years but not more than 6 years	9 weeks
more than 6 years but not more than 7 years	10 weeks
more than 7 years but not more than 8 years	11 weeks
more than 8 years but not more than 9 years	12 weeks
more than 9 years but not more than 10 years	13 weeks
more than 10 years but not more than 11 years	14 weeks
more than 11 years but not more than 12 years	15 weeks
more than 12 years	16 weeks

#### 2.5.5 Employees with less than one year's service

Clause (2.5.4) shall not apply to employees with less than one year's continuous service and the general obligation on the Council should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 2.5.6 Employees exempted

This Clause shall not apply:

- a. Where employment is terminated as a consequence of misconduct on the part of the employee; or
- b. to employees engaged for a specific period or task(s); or
- c. to casual employees; or
- d. if the Council obtains acceptable alternative employment for an employee that does not involve relocation from the shire area.

#### 2.5.7 Incapacity to pay

The Council in a particular redundancy case may make application to the QIRC to have the general severance pay prescriptions amended on the basis of the Council's incapacity to pay.

## **2.6 Consultation**

### **2.6.1 Employers duty to notify**

- a. Where an employer proposes to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer 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 Award makes provision for alteration of any of the matters referred to in clauses (a) and (b) an alteration shall be deemed not to have significant effect.

### **2.6.2. Employer's duty to consult over change**

- a. The employer 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 before the making of the decision to make the changes proposed.
- c. For the purpose of such consultation the employer 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 (c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## **2.7 Individual Flexibility Agreement**

2.7.1 An employer and employee covered by this industrial instrument may agree to make an individual flexibility arrangement to vary the effect of terms of this industrial instrument if:

- a. this industrial instrument deals with one (1) or more of the following matters:
  - i. arrangements about when work is performed.
  - ii. overtime rates.
  - iii. penalty rates;
  - iv. allowances;
  - v. leave loading; and
- b. the arrangement meets the genuine needs of the employer and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
- c. the arrangement is genuinely agreed to by the employer and employee.

2.7.2 The employer must ensure the terms of the individual flexibility arrangement:

- a. are only about matters required or permitted to be in this industrial instrument; and
- b. are not non-allowable provisions; and
- c. must not result, on balance, in an overall reduction in the entitlements or protections the employee has under this industrial instrument.

2.7.3 The employer must ensure the individual flexibility arrangement:

- a. is in writing and signed by the employer and employee; and
- b. states:
  - i. the names of the employer and employee; and
  - ii. the terms of this industrial instrument that will be varied by the arrangement; and
  - iii. how the arrangement will vary the effect of the terms; and
  - iv. how the arrangement will not result, on balance, in an overall reduction in the entitlements or protections the employee has under this industrial instrument; and
  - v. the day on which the arrangement commences; and

- c. if the employee is under 18 years of age— is signed by a parent or guardian of the employee.
- 2.7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 2.7.5 An individual flexibility arrangement may be terminated:
- a. by either the employee or employer giving written notice of:
    - i. a period agreed between the parties of up to 12 months; or
    - ii. if no period has been agreed—28 days; or
  - b. by the employer and employee at any time if they agree in writing to the termination.

## **2.8 Dispute Resolution**

### **2.8.1 Prevention and settlement of disputes – Award/Agreement matters**

- a. The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the relevant Awards and this Agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- b. Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- c. In the event of any disagreement between the parties as to the interpretation or implementation of the relevant Awards and this Agreement, the following procedures shall apply:
  - i. the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond seven (7) days;
  - ii. if the matter is not resolved as per clause 2.8.1(c) (i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond seven (7) days.
  - iii. if the matter remains unresolved it may be referred to the employer 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 the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

#### 2.8.2 Prevention and settlement of employee grievances and disputes – other than award/Agreement matters

- a. The objectives of the procedure are to promote the prompt resolution of grievances by consultation, cooperation, and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- b. The following procedure applies to all industrial matters within the meaning of the Act:

**Stage 1:** In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage1.

**Stage 2:** If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.

**Stage 3:** If the grievance is still unresolved, the manager will advise the 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 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 seven (7) days.
  - Stage 3:** Not to exceed 14 days.
- g. If the grievance or dispute is not settled the matter may be referred to the 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.

## **2.9 Joint Consultative Committee**

- 2.9.1 In order to facilitate ongoing and harmonious industrial relations the Parties to this Agreement shall maintain a Joint Consultative Committee (JCC). Union/s and management are committed to achieving improved and effective consultation in the workplace, and agree that cooperative consultation will provide employees with an opportunity, through their union/s and committee representatives, to contribute fully in decisions which impact on their working lives and improve productive performance.
- 2.9.2 The JCC shall comprise of representatives of the Council's management, and union officials and union delegates from the unions listed as parties to this Agreement who represent employees. Management representatives shall consist of the CEO and any person(s) nominated by the CEO.
- 2.9.3 Each committee representative will be entitled to nominate a proxy to attend when they are unable to attend.
- 2.9.4 It is also acknowledged that there may be occasions when it will be necessary to invite additional representatives to JCC meetings. Where this is likely to occur, it is the responsibility of the parties to advise in advance to the chair of the necessity to extend the maximum participation numbers, which will not be unreasonably withheld.
- 2.9.5 The JCC shall meet in February, June, September and December of each calendar year, with dates and times to be agreed by the JCC. Should there be the need for an additional meeting/s, time and dates or changes to the meeting/s time, and dates this will be mutually agreed upon by all parties.

2.9.6 The JCC will consider all matters including, but not limited to:

- Workplace issues that have the potential to significantly impact employees, including work units, divisions or the entire organisation, e.g. workloads; and
- Monitor and review implementation of this Agreement; and
- All policies, which have a direct and significant impact on employees, to be implemented or reviewed by Council will be provided to all members of the Joint Consultative Committee for their feedback. JCC members will be invited to provide feedback within five (5) working days.
- Undertake specific responsibilities and activities in accordance with this Agreement; and
- Identify areas where better work practices could be implemented to improve efficiencies, reduce costs and lead to greater job satisfaction, and
- Any other matter raised by union or management which significantly impacts the workforce.

## **2.10 JCC Facilities**

The following facilities shall be made available to the Parties involved in any consultative forum set up in accordance with this Agreement, on approval from Chief Executive Officer or designate:

- Meetings, associated work and reporting should occur in normal working time.
- Reasonable access to normal Council facilities such as word processing, photocopying, postal system internal mail, telephone, storage facilities and meeting rooms.
- Access to a room with normal office facilities shall be provided for representatives of the Parties to discuss matters associated with consultative forums established under this agreement.

## **PART 3 – WAGES AND ALLOWANCES**

### **3.1 Wages**

Wages (per week) and wage increases for all employees are set out in the Schedules to this Agreement. Wages shall be paid fortnightly by electronic funds transfer.

### **3.2 Superannuation**

3.2.1 Superannuation contributions will be made to a complying fund of the employee's choice. Where the employee does not choose a fund, superannuation payments will be made by Council to LGIA Super as the default fund.

3.2.2 Superannuation payments will be made for all periods of paid leave in accordance with legislative requirements.

3.2.3 Council will continue to pay superannuation contributions to the nominated superannuation fund monthly and payments disclosed on employee's payslips.

### **3.3 Rostered Day's Off (RDO)**

3.3.1 Council shall operate a 19-day month to enable all full-time employees to accrue one Rostered Day Off (RDO) per month. Accumulated RDO's shall not exceed five (5) days at any one time unless approved by Council.

3.3.2 To maintain service levels, RDO's shall be taken on a rostered basis or as agreed between the employee and their supervisor.

3.3.3 Where an RDO falls on a Public Holiday or cannot be taken on the rostered day, the RDO shall be taken on another day as agreed between the employee and their supervisor.

### **3.4 Substitution of RDOs for Wet Days**

3.4.1 Meaningful work shall be carried out during wet weather.

3.4.2 During wet weather, where it may not be possible to carry out meaningful work, employees may be directed to take their RDO and then work their allocated RDO as a normal day. Reallocation of RDO's in this manner may only occur on three (3) occasions throughout the year. This shall be determined by management/supervisors on a case by case basis.

3.4.3 For this clause, meaningful work includes alternate duties which are considered to be within the capabilities of the employee and may also include skill enhancement and other training initiatives.



### **3.5 Allowances**

Except as provided below, employees shall be paid the allowances as prescribed by the parent awards listed in clause 1.4 Relationship to Award. The Camp Allowance and the On-Call Allowance shall be adjusted during the term of the Agreement by the same percentage increases as are applied to wages.

#### **3.5.1 Remote Area Housing Assistance**

In lieu of the Divisional and District Allowance as provided for in the Provisions with Common Applications of Award Stream A, B and C:

- a. All permanent full-time Stream A (Section 2 only), B and C employees shall receive a weekly allowance of \$30 per week.
- b. Part-time employees shall receive this allowance on a pro-rata basis.

#### **3.5.2 Locality Allowance**

All employees employed under Award Stream A Division 2, Section 1 and Stream A Division 2, Section 2 (Teachers only) shall receive the Locality Allowance in accordance with clause 13.3 of Section 2 of the Stream A Award.

#### **3.5.3 Uniforms**

In lieu of the Uniforms and laundry allowance as provided in clause 13(o) of the Award:

- a. Any full time and part time employee required to wear corporate council uniform will receive an allocation of \$400 per financial year or pro rata to purchase uniforms from Council's approved corporate wear supplier. Trainees will receive a once off allocation of \$300 for the duration of the traineeship. This benefit is non-cumulative. All purchases in excess of the annual allocation shall be reimbursed by the employee.
- b. All full-time and part-time staff who work in the childcare centre shall be entitled to following per financial year, or pro rata:
  - i. shirts; and
  - ii. A hat; and
  - iii. A jumper or vest.

This entitlement is non-cumulative, and Council specific branded clothing shall be returned to the employer upon termination.

- c. All full-time and part-time staff working outside will receive the following Personal Protective Equipment per financial year, or pro rata:
  - i. 5 sets of shirts; and
  - ii. 5 sets of trousers; and

- iii. 1 pair of boots up to the value of \$170 (excl. GST)

Personal Protective Equipment shall be replaced on a fair wear and tear basis.

Staff working outside who have completed a three (3) month probation period will also receive one winter jacket to be replaced every four (4) years.

This entitlement is non-cumulative, and Council specific branded clothing shall be returned to the employer upon termination.

#### **3.5.4 Camp Allowance**

In lieu of the Camp and Accommodation allowance as provided in clause 13(d) of the Award:

- a. Council will pay an employee \$70 for each night that an employee is required to camp out on an approved overnight stay.
- b. Camp out excludes overnight stay in licensed hotel, motel, caravan park or equivalent of which Council will be responsible for payment of meal and accommodation costs.

#### **3.5.5 On Call Allowance**

- a. To ensure efficient and effective services to the community, Council may require employees to participate in an on-call roster within their area of work.

An employee will be provided with at least one (1) weeks' notice of their on-call duty, unless an emergency circumstance occurs such as, but not limited to, an unforeseen event or coverage during another employee's absence.

- b. An On Call allowance of \$280 per week (Monday to Sunday inclusive) will be paid for employees who are required to be on call and attend emergencies, as follows – Monday to Friday \$25 per day Saturday \$65 per day and Sunday \$90 per day.
- c. Where employees are on call on a daily basis only (i.e. to provide backup where the designated on-call officer is unavailable due to absence from work) the on-call allowance will be paid as follows:

For being on call on Monday to Friday (inclusive and including any Public Holidays) the daily rate will be \$25 per day, For being on call on Saturday (inclusive and including any Public Holidays) the daily rate will be \$65 per day, For being on call on Sunday (inclusive and including any Public Holidays) the daily rate will be \$90 per day, Further it is agreed that the employee who is replaced on call will not receive an on call allowance for any days when they are unavailable and are so replaced.

- d. Where an employee is on call on a gazetted or substitute Public Holiday, irrespective of whether a call occurs or not, a day's leave will be credited to allow the employee to take a day off in lieu.

- e. Employees who are on call must be able to be contacted and be able to respond immediately or within a reasonable period of time. Therefore, the employee will be provided with a mobile phone. The provision of a mobile phone does not in itself entitle the employee to receive the On-Call Allowance. The employee must be directed by Council to be on-call.

## **PART 4 – LEAVE**

### **4.1 Annual Leave**

- 4.1.1 Each employee shall be entitled to five (5) weeks' annual leave per year.
- 4.1.2 Annual leave loading for all employees shall be paid at the rate of 17.5%.
- 4.1.3 Employees shall be required to provide the Council with a minimum period of notice in writing of 15 days of their intention to commence annual leave or as otherwise agreed.
- 4.1.4 Where an employee has resigned from their employment and such an employee applies for annual leave during the notice period the Council shall maintain the right to refuse the annual leave application.
- 4.1.5 Where an employee has accrued an excessive amount of annual leave, the employee may be required to participate in a leave reduction scheme. Such scheme shall require the employee to reduce their accrued bank of annual leave over an agreed period of time.
- 4.1.6 For the purpose of this clause " an excessive amount of annual leave" shall equate to eight (8) weeks.
- 4.1.7 Where an employee is required to participate in a leave reduction scheme and Council and the employee cannot agree when such leave as relates to the leave reduction will be taken, the Council can direct the employee to take such leave by giving eight (8) weeks' notice in writing.

### **4.2 Personal Leave**

- 4.2.1 Personal Leave includes sick leave and carer's leave.
- 4.2.2 An employee (other than a casual) is entitled to at least 15 days on full pay for each completed year of employment.
- 4.2.3 An employee (other than a casual) may only apply for carer's leave to care for a family member or to support members of the employee's immediate family when they are ill or because an unexpected emergency arises. There is no limit for how many days an employee may apply for carer's leave. Provided that the employee has Personal Leave available, he or she may apply for carer's leave.

For the purpose of this section and as defined in schedule 5 of the *Queensland Industrial Relations Act 2016*, immediate family includes:

- a. the employee's spouse; and
- b. child, ex-nuptial child, stepchild, adopted child, foster child, ex-foster child, parent, grandparent, grandchild or sibling of the employee or employee's spouse.

#### **4.3 Absenteeism Management Procedure**

4.3.1 Personal/ Sick leave should only be claimed when injury or illness or the requirement to care for an immediate family or household member which prevents an Employee from attending work.

4.3.2 The Parties to this Agreement recognise that absenteeism and abuse of personal sick leave is a controllable overhead and abuse of this benefit is detrimental to the operations of the employer in respect to services to ratepayers. In recognising this, the Parties have agreed on the following procedure to manage personal sick leave abuse and absenteeism:

- a. The Parties agree that personal leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty or be required to care for an immediate family member or household.
- b. This procedure is designed to curtail personal leave abuse and absenteeism by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding other provisions of this Agreement.
- c. The Council shall from time to time review employee's sick records with a view to determining employees who have a record of attendance which gives cause for reasonable concern. The following will constitute particular patterns of concern including but not limited to:
  - One (1) or two (2) day absences either side of an RDO or a weekend or public holiday after the fourth occurrence in any 12-month period.
  - One (1) or two (2) day absences on a regular basis amounting to five (5) or more occasions in a 12-week period.
  - One (1) or two (2) day absences totalling 10 days or more in any six (6) month period.

Where such concern is deemed an unsatisfactory record, the following process will be implemented. At any time during this process an employee shall have the right to be accompanied or represented by a person or organisation of their choice.

- d. Any employee with an unsatisfactory record (due to frequent patterns or other reasonable concerns) shall be interviewed by their manager. The employee shall be notified at the time of setting the interview time and date that they are entitled to have

a nominated representative or a support person of their choice present at the initial and any subsequent meeting. If the discussion does not provide satisfactory reason for the employee's absences, a letter of warning shall be provided which will include a process for regular feedback by the manager to the employee and appropriate actions for improvement documented for a three month period. In addition, the employee shall be required to submit a medical certificate or a Statutory Declaration for any or every subsequent absence on sick leave for the following three-month measuring period.

- e. If no improvement is observed in the review period in point (iv) above, the employee is to be again interviewed as per subclause (iv) and if the interview results in unsatisfactory reasons being given, then council may implement discipline processes in accordance with the Local Government Regulations section 279 to 283. The employee will be required to provide proof of illness or a medical certificate for any subsequent illness or personal leave. The employee should also be informed that unless their attendance record improves further disciplinary action, up to and including termination of employment may follow.
- f. Employees are required where practical, to notify their supervisor no later than their normal start time, that they are unable to attend work due to illness or injury. Failure to notify without reasonable explanation, will make the employee ineligible for paid sick leave on that day.

#### **4.4 Bereavement Leave**

An employee (other than a casual) may take up to two (2) days bereavement leave per event on full pay on the death of member of the person's family or immediate family in addition to personal leave. In circumstances where the event is over 350 kilometres away, an employee shall be entitled to an additional two (2) days to be taken from personal leave, per event.

#### **4.5 Long Service Leave**

4.5.1 Employees will be entitled to Long Service Leave in accordance with the provisions of the *Industrial Relations Act 2016 (Qld)* and this clause.

4.5.2 All employees shall accumulate a Long Service Leave entitlement at the rate of 1.3 weeks per year of completed service.

4.5.3 Those employees who have 10 years of eligible service may access their entitlement to long service leave. Long Service Leave can be eligible on a pro rata basis after seven (7) years, in accordance with the Act as follows;

If the employee's service is terminated before the employee has completed 10 years continuous service, the employee is entitled to a proportionate payment only if:

- a. the employee's service is terminated because of the employee's death; or
- b. the employee terminates the service because of:
  - i. the employee's illness or incapacity; or

- ii. a domestic or other pressing necessity; or
- c. the termination is because the employer:
  - i. dismisses the employee for a reason other than the employee's conduct, capacity or performance; or
  - ii. unfairly dismisses the employee; or
- d. the termination is because of the passing of time and:
  - i. the employee had a reasonable expectation that the employment with the employer would continue until the employee had completed at least 10 years continuous service; and
  - ii. the employee was prepared to continue the employment with the employer.

4.5.4 Long Service Leave taken by an employee will be paid at the rate the employee was receiving before commencing the leave.

#### **4.6 Emergency Services Leave**

The Employer supports Employees who participate in emergency service activities. Employees, who have registered as an emergency services volunteer with an organisation recognised by the Employer, and are required to attend an emergency, will not suffer any loss of pay for the period. The leave is paid at the Employee's ordinary base rate (excluding loadings, penalty rates and allowances) and all leave accruals will continue to accrue as normal whilst the employee is on Emergency Services Leave.

Emergency organisations recognised by the Employer include the:

- a. Rural Fire Brigade;
- b. SES – State Emergency Service;
- c. QAS – Queensland Ambulance Service; and
- d. QFRS – Queensland Fire Rescue Service.

Unpaid emergency services leave is available to Employees who engage in voluntary emergency activities other than those emergency organisations identified above that involve dealing with an emergency or natural disaster for a recognised emergency management entity and are registered members of that entity.

Where staff are required to attend an emergency, they must first obtain approval from their immediate supervisor. This approval will be dependent on the impact of the loss of that Employee on the work/service on which the Employee was engaged at the time of the requested attendance at that emergency.

#### **4.7 Extraordinary Event Closedown**

At the discretion of the CEO, the Council may require a compulsory close down for a maximum of five (5) working days due to an extraordinary event. This type of leave can only be on one (1) occasion per annum.

During this type of event, employees may utilise any amount of RDO or TOIL accumulated by employees and the monthly RDO's referred to in clause 3.4 of this agreement. Where an employee has insufficient RDO's or TOIL they may access their accrued annual leave or where an employee has insufficient accrued annual leave, with the Council's agreement the employee may take an amount of annual leave in advance.

Where an employee takes annual leave in advance and they either resign or have their employment terminated prior to the annual leave recurring, the Council shall deduct the amount owing from the employee's final payment.

#### **4.8 Time Off in Lieu**

4.8.1 Subject to council's prior approval and written mutual agreement between council and an employee, an employee who works either outside of the spread of ordinary working hours or in excess of their ordinary daily hours of duty on any day may be granted time off in lieu of overtime worked on a time for time basis.

4.8.2 A maximum of two (2) days can be accrued at a time.

4.8.3 Upon resignation or termination an employee's accrued toil balance will be paid out at relevant penalty rate.

#### **4.9 Annual Close Down**

4.9.1 Council may declare to close down its operations each year over the Christmas/New Year period.

4.9.2 Council will give notice of the dates on or before 15 September in each year of whether it proposes to implement an annual close down and its duration including commencement dates for the close down. An annual close down will not be greater than three (3) weeks, inclusive of public holidays.

4.9.3 All employees, unless otherwise part of a skeleton crew or providing essential services, will be required to take either paid or unpaid leave for the period of the close down.

#### **4.10 Parental Leave**

Employees will be entitled to the full provisions of Chapter 2 Division 8 of the Industrial Relations Act regarding the taking of Parental Leave.

#### **4.11 Domestic and Family Violence Leave**

Employees will be entitled to the full provisions of Chapter 2 Division 7 of the Industrial Relations Act regarding the taking of Domestic and Family Violence Leave.

## **PART 5 – OTHER BENEFITS**

### **5.1 Professional Development and Study Leave – Early childhood**

5.1.1 Childcare employees shall be entitled to the professional development and study leave provisions at Clause 31 of Division 2 Section 2 LGIA (Stream A) 2017.

### **5.2 Professional development and training**

5.2.1 Council is committed to enhancing the skills of its employees through the provision of both internal and external professional development and training linked to the goals for Council and the personal goals of employees as related to their work.

5.2.2 Staff may apply for professional learning opportunities and approval will be at the discretion of the Chief Executive Officer.

5.2.3 Council will provide appropriate training to employees where such training is required for the work that is undertaken, such as, but not limited to:

- a. employees working in hazardous conditions;
- b. employees working with poisons or chemicals;
- c. employees working with asbestos; or
- d. employees working in water treatment plants.

### **5.3 Salary Packaging**

5.3.1 Employees may participate in salary packaging arrangements, (commonly referred to as “salary sacrifice”) including but not limited to superannuation contributions, mortgage interest payment, rent, electricity or gas utilities or other benefits provided the arrangements:

- a. comply with the Australian Taxation Officer and Superannuation guidelines; and
- b. result in no additional cost to the Council including but not limited to GST, FBT and administration.

5.3.2 Employees are required to seek independent financial advice before entering into a salary packaging arrangement for other than superannuation. To facilitate this, a written “salary sacrifice” agreement must be implemented to allow such deductions from “before tax” pay. An agreement through a third party (e.g. Salary Packaging Australia) is required for items other than superannuation and/or approved “in house” items.



5.3.3 The parties agree that the Council will not be responsible for the provision of any financial or taxation advice to an employee in regard to any salary sacrifice proposal and that the Council will not accept any liability in the event that any salary sacrifice proposal does not produce the financial benefit expected by an employee. Council will arrange for information sessions with a suitably qualified organisation for all interested employees.

#### **5.4 Union Related Matters**

##### **5.4.1 New Employees**

- a. Council agrees to provide all employees with one-page flyer regarding union contact details as part of the orientation process.
- b. Unions will ensure this content is accurate and up to date and is provided to Council.

##### **5.4.2 Union Delegates**

- a. Union delegates have a role to play within a workplace and their accreditation is encouraged.
- b. An employer shall not unnecessarily hinder accredited union delegates in the reasonable and responsible performance of their duties.

##### **5.4.3 Meetings**

Employees will be granted reasonable time off with pay within working hours to attend meetings, subject to the approval of the Chief Executive Officer.

**SIGNATORIES**

**Signed for and on behalf of the**

**CLONCURRY SHIRE COUNCIL**

D. Bezuidenhout

---

(Signature)

David Bezuidenhout

---

(Printed Name)

Chief Executive Officer

In the presence of

*(insert name)*

Sandra Leigh Ellen Weller JP

---

(Signature)

Sandra Leigh Ellen Weller JP

---

(Printed Name)

**Signed for and on behalf of the**

*(insert name)*

Stephen Baker

AUSTRALIAN WORKERS' UNION  
OF EMPLOYEES, QUEENSLAND

---

(Signature)

Stephen Baker

---

(Printed Name)

Secretary

In the presence of

*(insert name)*

Mark Raquse

---

(Signature)

Mark Raquse

---

(Printed Name)

**Signed for and on behalf of the**

*(insert name)*

Neil Henderson

QUEENSLAND SERVICES,  
INDUSTRIAL UNION OF EMPLOYEES

---

(Signature)

Neil Henderson

---

(Printed Name)

Secretary

In the presence of

*(insert name)*

Michelle Robertson

---

(Signature)

Michelle Robertson

---

(Printed Name)

## Schedule 1 – Rates applicable to Award Stream A employees.

### Administrative Employees

Classification Stream A	Preserved pay rate	2.0% increase	2.25% increase	2.25% increase
		(On commencement of 1 <sup>st</sup> Pay Period Immediately after 1 July 2019.	(On commencement of 1 <sup>st</sup> Pay Period falling after 1 July 2020.	(On commencement of 1 <sup>st</sup> Pay Period falling after 1 July 2021.
Level 1, year 1 PP1	\$906.53	\$924.66	\$945.46	\$966.74
Level 1, year 2 PP2	\$921.14	\$939.56	\$960.70	\$982.32
Level 1, year 3	\$943.40	\$962.27	\$983.92	\$1006.06
Level 1, year 4 PP3	\$963.57	\$982.84	\$1004.95	\$1027.57
Level 1, year 5 PP4	\$978.96	\$998.54	\$1021.01	\$1043.98
Level 1, year 6 PP5	\$1003.50	\$1023.57	\$1046.60	\$1070.15
Level 2, year 1 PP6	\$1025.72	\$1046.23	\$1069.77	\$1093.84
Level 2, year 2 PP7	\$1047.68	\$1068.63	\$1092.68	\$1117.26
Level 2, year 3	\$1069.63	\$1091.02	\$1115.57	\$1140.67
Level 2, year 4 PP8	\$1091.55	\$1113.38	\$1138.43	\$1164.05
Level 3, year 1	\$1113.46	\$1135.73	\$1161.28	\$1187.41
Level 3, year 2 PP9	\$1135.43	\$1158.14	\$1184.20	\$1210.84
Level 3, year 3	\$1154.68	\$1177.77	\$1204.27	\$1231.37
Level 3, year 4 PP10	\$1176.66	\$1200.19	\$1227.20	\$1254.81
Level 4, year 1 PP11	\$1198.55	\$1222.52	\$1250.03	\$1278.15
Level 4, year 2 PP12	\$1220.49	\$1244.90	\$1272.91	\$1301.55
Level 4, year 3	\$1242.47	\$1267.32	\$1295.83	\$1324.99
Level 4, year 4 PP13	\$1264.36	\$1289.65	\$1318.66	\$1348.33
Level 5, year 1 PP14	\$1286.32	\$1312.05	\$1341.57	\$1371.75
Level 5, year 2	\$1308.24	\$1334.40	\$1364.43	\$1395.13
Level 5, year 3 PP15	\$1330.17	\$1356.77	\$1387.30	\$1418.52
Level 6, year 1 PP17	\$1366.75	\$1394.09	\$1425.45	\$1457.52
Level 6, year 2 PP18	\$1404.58	\$1432.67	\$1464.91	\$1497.87
Level 6, year 3 PP19	\$1439.85	\$1468.65	\$1501.69	\$1535.48
Level 7, year 1 PP19	\$1500.30	\$1530.31	\$1564.74	\$1599.94
Level 7, year 2	\$1532.81	\$1563.47	\$1598.64	\$1634.61
Level 7, year 3 PP20	\$1565.29	\$1596.60	\$1632.52	\$1669.25

Level 8, year 1 PP21	\$1604.27	\$1636.36	\$1673.17	\$1710.82
Level 8, year 2 PP22	\$1652.62	\$1685.67	\$1723.60	\$1762.38
Level 8, year 3 PP23	\$1682.27	\$1715.92	\$1754.52	\$1794.00
Level 8, year 4 PP24	\$1718.88	\$1753.26	\$1792.71	\$1833.04
Level 8, year 5 PP25	\$1755.47	\$1790.58	\$1830.87	\$1872.06

### **Childcare Employees**

<b>Classification Stream A Section 2</b>	<b>Preserved pay rate</b>	<b>2.0% increase</b>	<b>Stream A Margin increase</b>	<b>2.25% increase</b>	<b>2.25% increase</b>
		<b>(On commencemen t of 1<sup>st</sup> Pay Period Immediately after 1 July 2019)</b>	<b>(On commencemen t of 1<sup>st</sup> Pay Period Immediately after Certification)</b>	<b>(On commencemen t of 1st Pay Period falling after 1 July 2020.</b>	<b>(On commencemen t of 1st Pay Period falling after 1 July 2021.</b>
ASSUQY1 PP2	\$798.59	\$814.56	\$921.11	\$941.83	\$963.02
ASSUQY2 PP3	\$835.83	\$852.55	\$963.51	\$985.19	\$1007.36
ASSUQY3 PP4	\$862.57	\$879.82	\$978.91	\$1000.93	\$1023.45
ASS1YQY1 PP7	\$917.80	\$936.16	\$1047.62	\$1071.19	\$1095.30
ASS1YQY2 PP8	\$937.11	\$955.85	\$1091.51	\$1116.07	\$1141.18
ASS1YQY3 PP9	\$956.40	\$975.53	\$1135.34	\$1160.89	\$1187.01
GL1YQYR1 PP10	\$1001.42	\$1021.45	\$1167.51	\$1193.78	\$1220.64
GL1YQYR2	\$1017.50	\$1037.85	\$1200.18	\$1227.18	\$1254.79
GL1YQYR3 PP11	\$1033.52	\$1054.19	\$1200.18	\$1227.18	\$1254.79
GL2YQY1 PP13	\$1084.99	\$1106.69	\$1264.34	\$1292.79	\$1321.88
GL2YQY2 PP14	\$1101.03	\$1123.05	\$1286.37	\$1315.31	\$1344.91
GL2YQY3 PP15	\$1117.13	\$1139.47	\$1330.21	\$1360.14	\$1390.75
GL3YQY1	\$1117.13	\$1139.47	\$1330.21	\$1360.14	\$1390.75
GL3YQY2 PP15	\$1176.99	\$1200.53	\$1330.21	\$1360.14	\$1390.75

## Schedule 2 - Rates applicable to Award Stream B and C employees.

### Operational Services Employees

Classification Stream B Section 5	Preserved pay rate	2.0% increase	Stream B Margin increase	2.25% increase	2.25% increase
		(On commencement of 1 <sup>st</sup> Pay Period Immediately after 1 July 2019)	(On commencement of 1 <sup>st</sup> Pay Period Immediately after Certification)	(On commencement of 1 <sup>st</sup> Pay Period falling after 1 July 2020.	(On commencement of 1 <sup>st</sup> Pay Period falling after 1 July 2021.
Level 1a	\$862.19	\$879.43	\$921.11	\$941.83	\$963.02
Level 1b PP2	\$862.19	\$879.43	\$921.11	\$941.83	\$963.02
Level 2	\$898.67	\$916.64	\$947.68	\$969.00	\$990.80
Level 3 PP3	\$913.68	\$931.95	\$963.51	\$985.19	\$1007.36
Level 4 PP4	\$928.83	\$947.41	\$978.91	\$1000.93	\$1023.45
Level 5 PP5	\$943.87	\$962.75	\$1003.48	\$1026.05	\$1049.14
Level 6 PP6	\$999.68	\$1019.67	\$1025.69	\$1048.77	\$1072.37
Level 7 PP7	\$1006.60	\$1026.73	\$1047.62	\$1071.19	\$1095.30
Level 8 PP8	\$1036.74	\$1057.47	\$1091.51	\$1116.07	\$1141.18
Level 9 PP9	\$1066.81	\$1088.15	\$1135.34	\$1160.89	\$1187.01

### Engineering Employees

Classification Stream C Section 2	Preserved pay rate	2.0% increase	Stream C Margin Increase	2.25% increase	2.25% increase
		(On commencement of 1 <sup>st</sup> Pay Period Immediately after 1 July 2019)	(On commencement of 1 <sup>st</sup> Pay Period Immediately after Certification)	(On commencement of 1 <sup>st</sup> Pay Period falling after 1 July 2020.	(On commencement of 1 <sup>st</sup> Pay Period falling after 1 July 2021.
C14	\$770.75	\$824.16	\$906.50	\$926.89	\$947.75
C13 PP1	\$770.75	\$824.16	\$906.50	\$926.89	\$947.75
C12 PP2	\$792.57	\$848.64	\$921.11	\$941.83	\$963.02
C11 PP3	\$830.67	\$873.12	\$963.51	\$985.19	\$1007.36
C10 PP5	\$875.24	\$907.80	\$993.42	\$1015.77	\$1038.62
C9 PP6	\$914.13	\$932.41	\$1025.69	\$1048.77	\$1072.37
C8 PP7	\$940.39	\$959.20	\$1047.62	\$1071.19	\$1095.30
C7 PP8	\$965.11	\$984.41	\$1091.51	\$1116.07	\$1141.18
C6 PP10	\$1018.67	\$1039.04	\$1167.51	\$1193.76	\$1220.64
C5 PP11	\$1047.00	\$1067.94	\$1198.50	\$1225.47	\$1253.04
C4 PP12	\$1073.26	\$1094.97	\$1220.46	\$1247.92	\$1276.00
C3 PP14	\$1127.85	\$1150.56	\$1286.37	\$1315.31	\$1344.91
C2a PP15	\$1155.15	\$1178.25	\$1330.21	\$1360.14	\$1390.75
C2b PP17	\$1203.56	\$1227.63	\$1366.76	\$1397.51	\$1428.96

## Building Trades Services Employees

Classification Stream C Section	Preserve d pay rate	2.0% increase	Stream C Margin Increase	2.25% increase	2.25% increase
	* Award Rate in italics	(On commenceme nt of 1st Pay Period falling after 1 July 2019).	(On commencement of 1 <sup>st</sup> Pay Period Immediately after Certification)	(On commencemen t of 1st Pay Period falling after 1 July 2020).	(On commencement of 1st Pay Period falling after 1 July 2021).
Plumber < 3mths 40%	\$781.04	\$796.66	\$796.66	\$814.59	\$832.91
Plumber > 3mths 40%	\$804.32	\$820.41	\$820.41	\$838.87	\$857.74
Plumber 2nd Year 55%	\$804.30	\$820.41	\$820.41	\$838.87	\$857.74
Plumber 3rd Year 75%	\$819.43	\$835.82	\$835.82	\$854.62	\$873.85
Plumber 4th Year 90%	\$840.13	\$921.17	\$921.17	\$941.91	\$963.11
BT1 100% PP5	\$943.87	\$962.75	\$1003.48	\$1026.05	\$1049.14
BT2 PP6	\$999.68	\$1019.67	\$1025.69	\$1048.77	\$1072.37
BT3 PP7	\$1006.60	\$1026.73	\$1047.62	\$1071.19	\$1095.30
BW 1a PP1	\$808.04	\$824.20	\$906.50	\$926.89	\$947.75
BW 1b&c PP2	\$832.24	\$848.88	\$921.11	\$941.83	\$963.02
BW 1d PP3	\$855.93	\$873.12	\$963.51	\$985.19	\$1007.36
BW 2 PP4	\$877.05	\$894.59	\$978.91	\$1000.93	\$1023.45