

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

Burke Shire Council

AND

The Australian Workers' Union of Employees, Queensland

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

Communication Electrical and Plumbing Union - Plumbing Division

Queensland Services, Industrial Union of Employees

(Matter No. CB/2017/83)

**BURKE SHIRE COUNCIL CERTIFIED AGREEMENT 2017**

Certificate of Approval

On 30 January 2018 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *Burke Shire Council Certified Agreement 2017*

**Parties to the Agreement:**

- Burke Shire Council ABN 14 130 592 645
- The Australian Workers' Union of Employees, Queensland
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Communication Electrical and Plumbing Union - Plumbing Division
- Queensland Services, Industrial Union of Employees

**Amendments:** Clause 15.1 and clause 15.3 of the filed version of the agreement are amended by replacing the words "in 2018, 2019 and 2020" where they appear in each subclause with the words "in 2019, 2020 and 2021". Consequential changes are made to the headers included in Schedule 1: Wages

**Operative Date:** 30 January 2018

**Nominal Expiry Date:** 29 January 2022

**Previous Agreement:** *Burke Shire Council - Certified Agreement 2012 - 2014*

**Termination Date of Previous Agreement:** 30 January 2018 (Matter No. CB/2017/82)

By the Commission

Industrial Commissioner Black  
8 February 2018



# Burke Shire Council Certified Agreement 2017

## 1. Title

This Agreement shall be known as the Burke Shire Council Certified Agreement 2017.

## 2. Index

1. Title .....	1
2. Index.....	1
3. Date and Period of Operation.....	2
4. Application .....	2
5. Parties Bound.....	2
6. Renegotiation of Agreement .....	2
7. Objectives.....	2
8. Relationship to Parent Awards .....	3
9. No Extra Claims .....	4
10. Dispute Settlement/Resolution .....	4
11. Joint Consultative Committee.....	5
12. Consultation .....	6
13. Training .....	6
14. Commitment to Maximising Employment Security.....	7
15. Pay Rates and Classifications .....	8
16. Allowances .....	8
17. Industrial Standards .....	10
18. Flexible Working Arrangements .....	10
19. Efficient Use of Labour.....	11
20. Leave .....	11
21. Uniform and Clothing Allocation and Allowance.....	13
22. Redundancy - Retrenchment .....	14
23. Opportunities for Permanent Employment.....	14
24. Union Encouragement .....	14
25. Trade Union Training Leave .....	14
26. Superannuation.....	15
27. Copy of Agreement .....	15
SCHEDULE 1: Wages.....	16

### **3. Date and Period of Operation**

- 3.1. This agreement will operate from the date of certification by the Queensland Industrial Relations Commission, with a nominal expiry date four years after the date of certification.
- 3.2. This Agreement replaces all previous Certified Agreements and Administrative Arrangements.

### **4. Application**

- 4.1. This Agreement applies to the Burke Shire Council (Council) and all its employees except those specifically excluded in this Clause 4.2.
- 4.2. This Agreement shall not apply to the employment of a senior officer, as defined in Division 2 – Section 1 – Clause 4.2 of the Queensland Local Government Industry (Stream A) Award – State 2017, employed pursuant to a written contract of employment, where:
  - a) The contract of employment states that the Agreement will not apply to the terms and conditions applicable to the employee; and
  - b) The terms and conditions of the contract do not result, on balance, in a reduction in the overall terms and conditions of employment that would have been applicable to the employee under the Agreement.

### **5. Parties Bound**

- 5.1. The Parties to this Agreement will be the Burke Shire Council (Council) and the employee organisations that represent, or are entitled to represent any employees who are, or are entitled to be, members of organisations as listed below:
  - a) AWUEQ - Australian Workers' Union of Employees Queensland
  - b) CFMEU - The Construction, Forestry, Mining and Energy Union
  - c) CEPU – Communication Electrical and Plumbing Union, Plumbing Division
  - d) TSU - Queensland Services Industrial Union of Employees

### **6. Renegotiation of Agreement**

- 6.1. Any Party to this Agreement may propose renegotiation of this Agreement within six months prior to this Agreement's nominal expiry date.
- 6.2. The Parties agree to negotiate collectively in respect of all their employees and negotiations will be held between representatives from Management representing Council, workplace representatives, and local Job Delegates/Officials of relevant Unions.

### **7. Objectives**

To improve productivity and efficiency at Burke Shire Council in order that Council produces works and services that meet the needs of Council ratepayers and the Burke Shire communities. Through this agreement, the Council is also seeking to foster an environment in which it continually strives to find better and more productive ways of working:

- a) To improve productivity and efficiency at Burke Shire Council in order that Council produces works and services that are competitively priced;
- b) To facilitate greater flexibility of working arrangements within the framework of this Agreement;
- c) To ensure continued Local Government reform, using a consultative approach to enhance high morale;
- d) To promote the training and workplace performance of employees;
- e) To provide where possible and to meet operational needs, career-path opportunities within the capability of Council to do so;
- f) To provide a safe and healthy workplace;
- g) To ensure that the gains from improved productivity are shared by staff, and the Council, on the ratepayers' behalf;
- h) To provide certainty, stability and equity in relation to overall pay increases and conditions for the period of the Agreement;
- i) Maintenance of sustainable employment levels;
- j) To achieve equitable pay outcomes for all employees;
- k) Through this agreement, the development of strong cooperative relationships between the Council, its employees and the unions bound by this agreement will be facilitated. These relationships will be characterised by openness, transparency, trust, respect, a commitment to effective consultation and preparedness to consider alternative viewpoints.
- l) To provide the mechanism for support for and achievement of the Council's Vision and Mission Statement that –
  - “In order to achieve the vision for the Shire as stated in Council's Corporate Plan, organisational efficiency, effectiveness and productivity must be improved. The need to strive for continuous improvement in delivery of services in order to remain competitive is also recognised. Council's employees are important players in the achievement of the Shire community's vision and in the associated corporate change process.
  - This Agreement is a commitment by the parties to securing long term benefits and stability for the community, Council and Employees through improvements to quality and productivity.”

## **8. Relationship to Parent Awards**

- 8.1. This Agreement shall be read and applied wholly in conjunction with the terms of the following Awards: -
  - a) Queensland Local Government Industry (Stream A) Award - State 2017
  - b) Queensland Local Government Industry (Stream B) Award - State 2017
  - c) Queensland Local Government Industry (Stream C) Award - State 2017
- 8.2. Where the terms “Award” or “Awards” is used in the Agreement it refers to one or more of the Awards listed above.
- 8.3. Provided that where there is any inconsistency between this Agreement and the above Awards, this Agreement shall prevail to the extent of that inconsistency.

## 9. No Extra Claims

The parties to this agreement undertake that during the period of operation of the Agreement there shall be no further claims for wage or salary increases or improvement in employment conditions sought, or granted, except for those provided under the terms of this Agreement or adjustments to allowances granted by the Queensland Industrial Relations Commission from time to time.

## 10. Dispute Settlement/Resolution

- 10.1. Effective communication between employees and management is a pre-requisite to good Industrial relations and the following procedures shall be adopted by the parties in circumstances where a dispute arises pertaining to the employment relationship.
- 10.2. The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and Council in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Any employee has the right to have either their union representative or support person present when raising any matter in accordance with this Clause.
- 10.3. In circumstances where Council's issues, resolution or grievances procedures do not resolve the complaint, the parties may refer the matter to the Queensland Industrial Relations Commission (QIRC) for conciliation and, where appropriate, arbitration. Any disagreement between the parties as to the interpretation or implementation of this Agreement shall be subject to the following steps:
  - a) During the dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of a ban, limitation or restriction. However, where the dispute involves a bona fide health and safety issue, affected employees shall not work in the unsafe environment but shall accept reassignment to alternative works / work environment in the meantime.
  - b) No party shall be prejudiced as to final settlement by the continuance or work in accordance with this clause.
  - c) Any disagreement between the parties as to the interpretation or implementation of this Agreement shall be subject to the following steps, providing that where the dispute/grievance is with the immediate supervisor then the next step in the process would occur:
    - i) Stage 1 – the employee is to notify their immediate supervisor of the nature of the grievance and the remedy being sought. A meeting between the employee and the supervisor is to be held as soon as practicable to discuss the matter. This meeting should be held within forty-eight (48) hours of notification. Employees may elect to be accompanied by a Union representative or Support Person.
    - ii) Stage 2 – if the matter remains unresolved after Stage 1, the employee may request that the supervisor refer the matter to the relevant Manager. This meeting should be held within five (5) working days of the employee request to progress the matter to stage two. Employees may elect to be accompanied by a representative.

- iii) Stage 3 – if the matter remains unresolved after Stage 2, the employee may request that the supervisor refer the matter to the Chief Executive Officer. These discussions should be held within five (5) working days of the employee request to progress the matter to stage three. Employees may elect to be accompanied by a representative.
- iv) Stage 4 – if the matter remains unresolved, then either party may refer the matter to the QIRC. The parties agree that a dispute referred to the Commission will request conciliation in the first instance and arbitration as a final resort if necessary. Once referred to the QIRC the parties are bound by the outcome.
- d) Either party may raise the issue to a higher stage at any time having regard to the issue involved. Provided that dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate stage.
- e) There shall be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem that may arise to a grievance or dispute. Throughout all stages of the procedures all relevant facts shall be clearly identified and recorded.
- f) The objective of this procedure is to resolve grievances through discussions and negotiation. Whenever possible a resolution to grievances should be achieved through discussions at the local level.
- g) Except where a bona fide health and safety issue is involved, the parties shall ensure the continuation of work and agreed work practices.
- h) Where a bona fide health and safety issue exists, an employee shall not work in an unsafe environment, but, where appropriate, shall accept reassignment to alternative suitable work or work environment in the meantime, in the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures outlined in clause 9 of this agreement shall apply.

## **11. Joint Consultative Committee**

- 11.1. It is agreed that the Joint Consultative Committee (JCC) as established will continue to meet as deemed necessary by the JCC subject to there being at least six meetings per year.
- 11.2. The JCC will be made up of Management Representatives as determined by Council's Chief Executive Officer, plus recognised workplace delegates and Officials of Unions who are party to this Agreement, plus workplace representatives from nominated workplaces which are at least reflective of the representation of the work areas representatives who participated in negotiating this Agreement.
- 11.3. There is no limit to the number of people whom the JCC can invite to any meeting.
- 11.4. The JCC is a consultative forum not a decision making forum.
- 11.5. It is agreed that the JCC will have a broad Charter which can include any topic relevant to employment and workplace issues.

## **12. Consultation**

- 12.1. Council will consult with employees before making a decision likely to be of particular significance to the employees.
- 12.2. Council will notify employees who may be affected by the proposed changes and, where relevant, their union/s.
- 12.3. 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the Council 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.
- 12.4. Where the Award makes provision for alteration of any of the matters referred to in clauses 12.1 and 12.2 an alteration shall be deemed not to have significant effect.
- 12.5. Council shall consult the employees affected and 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).
- 12.6. For such consultation Council shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- 12.7. Notwithstanding the provision of clause 12.6 the Council shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.
- 12.8. Employees and their union/s will be invited to provide feedback on Council's proposal including options which will include ways to avoid or minimise the effects of the proposed changes.

## **13. Training**

- 13.1. The parties recognise that in order to increase the efficiency and productivity of the Council a significant commitment to structured training and skill development is required. Council commits to:
  - a) Developing a more highly skilled and flexible workforce; and
  - b) Providing employees with career opportunities through appropriate structured training based on nationally accredited competencies and curriculum.
- 13.2. Council will develop a training budget as part of each year's Council budget identifying specific budgets for Inside and Outside employees.
- 13.3. A Training Needs Analysis will be completed within 12 months of the certification of this Agreement.
- 13.4. All workgroups that work remotely will have a least one employee who holds a current First Aid Certificates
- 13.5. It is agreed that such training be subject to the training being undertaken in a field which is part of Council functions and it is a requirement for employees to utilize such training.



- 13.6. It is further agreed between the parties that training may be conducted in-house or by a recognised training provider, both on and off the job, and may be held either inside or outside normal working hours.

#### **14. Commitment to Maximising Employment Security**

- 14.1. The parties agree that unless emergency financial circumstances exist, simple job reduction is not to be undertaken as a first source of efficiencies without exhausting all reasonable other possibilities including access to technology and business and operational improvements. The Parties agree that Council has the right to change its overall numbers in the light of technology and business and operational process improvements.
- 14.2. The parties are therefore committed to continually making attempts to improving the job security of employees by:
- a) Training and educating employees and providing retraining where appropriate;
  - b) Career development and equal opportunity;
  - c) Using natural attrition and reallocation after consultation in preference to retrenchment or redundancy;
  - d) Timely advice to the parties and employees about any significant reallocation of labour; and
  - e) The Council continuing to manage its workforce in order to minimise the need for involuntary labour reductions in the future.
  - f) Council will take steps to ensure that it has the benefit of a stable and committed workforce. Forced Redundancies are not perceived during the life of this agreement, however, before an employee is made redundant, council will consider the following alternatives:
    - i) Voluntary Redundancy;
    - ii) Retraining / Redeployment;
    - iii) Such steps shall include measures to increase the security of employees' employment;
- 14.3. The parties recognise that the Council may require the use of contractors to carry out council work in the following circumstances:
- a) Where the work volume is beyond the capacity of Council resources or existing staff;
  - b) Where the type of work or specialisation required is beyond the capacity of Council resources or existing staff;
  - c) Where, on a 'like for like' basis, it is more cost effective to deliver equivalent quantity and quality services;
  - d) Where Government or other funding prohibits the use of Council's Day Labour.
- 14.4. Council will consult with the Joint Consultative Committee with details of this usage and the basis on which the decision to contract is made. Management will give due consideration to any recommendations that are made by the Committee.
- 14.5. 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.

- 14.6. 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.

## **15. Pay Rates and Classifications**

- 15.1. The wages specified in Schedule 1 will increase by 2.0% from the start of the first pay period following certification of this agreement and then by 2.5% from the start of the first pay period following the anniversary date of certification in 2018, 2019 and 2020.
- 15.2. From the first pay period following certification of this Agreement, in addition to the employer superannuation contribution that would otherwise be legally required to be paid to each employee, Council will pay an additional 0.5% contribution for the life of the Agreement.
- 15.3. On the anniversary date of certification in 2018, 2019, and 2020 each employee will also receive a lump sum payment of \$250.00.
- 15.4. On certification of this agreement each employee who was employed by Council on or before 15 September 2017 will receive a lump sum payment in recognition of the absence of any pay increases since 2015. For each employee this lump sum payment will be calculated at \$105.00 per completed month of employment from 24 months prior to the date of certification.
- 15.5. Employees will be paid fortnightly.

## **16. Allowances**

- 16.1. All allowances will be paid in accordance with the applicable Award except as specified in this clause.
- 16.2. Burke Shire Council Remote Allowance
- a) All Council employees shall receive a Burke Shire Council Remote Allowance. This allowance will be paid in accordance with Division 2 – Section 1 – Schedule 2 of the Queensland Local Government (Stream A) Award – State 2017, except as provided below:
  - b) The Full Rate shall be \$240.00 per fortnight. This rate applies to employees with dependent spouse/partner or dependent children under the age of 18 earning less than the annual equivalent of the Queensland Minimum Wage.
  - c) The Single Rate shall be \$120.00 per fortnight. This rate applies to employees with no dependent spouse/partner or dependent children under the age of 18.
  - d) With respect to 15.2 b) and c), a dependent spouse is a person of the same or opposite sex who:
    - i) Earns less than the Queensland Minimum Wage, including any pension or other government benefits; and either
    - ii) Is in a relationship with the employee that was registered under a prescribed state or territory law (i.e. marriage, civil union); or
    - iii) Although not legally married to the employee, lives with them on a genuine domestic basis in a relationship as a couple (i.e. de facto);
  - e) A dependent child is a person who:
    - i) Earns less than the Queensland Minimum Wage; and

- ii) Is under 15 years of age; and
  - iii) Resides with the employee; or
  - iv) The employee provides direct or indirect support towards the care of the child (financial or in-kind); and
  - v) The employee provides regular care of the child; and
  - vi) The employee has ongoing involvement in decision making which affects the child; Or
  - vii) Is a natural, adopted, step, or foster child who is 15-24 years of age and who attends a secondary or tertiary educational institution as a full-time student and for whom there is no identified partner or child of his/her own usually resident in the same household.
- f) Employees in receipt of Burke Shire Council Remote Allowance shall be ineligible to be paid any other Award Locality and District or Divisional Allowance however expressed.
- g) Council undertakes to consider the circumstances of each individual employee in the implementation of this allowance to ensure the employee receives the correct entitlement. Council will vary the “dependency” status of this Allowance to any employee whose circumstances change.
- h) This allowance applied to all employees including Casuals on the following basis:-
- i) Payment to Part Time and Casual employees will be pro rata to the fortnightly rate as a proportion of full time hours normally worked.
  - ii) The full rate will not apply to a spouse or partner whom is already receiving a similar specialized Locality Allowance or equivalent benefit from their respective employer
  - iii) It shall be the employees responsibility to advise of any changes to their particular circumstances. A two month time limit will apply for advice of any changes.
  - iv) This allowance will be paid during any paid leave taken by an employee
  - v) This allowance will not be paid for any period of leave without pay taken by an employee.

16.3. Burke Shire Council Field Employees Allowance

- a) Employees in classifications covered by the Queensland Local Government Industry (Stream B) Award - State 2017 and the Queensland Local Government Industry (Stream C) Award - State 2017 will be paid the Burke Shire Council Field employees allowance.
- b) The Burke Shire Council Field Employees Allowance will be paid at the Rate of \$35.00 per week for all purposes during the life of this agreement.
- c) Employees in receipt of the Burke Shire Council Field Employees Allowance will be ineligible to be paid any Award allowances listed in all Sections in the Division 2 - Clause 13 of the relevant Award except those specifically listed immediately in this sub clause below:
  - i) Queensland Local Government Industry (Stream B) Award - State 2017 - Division 2 – Section 5 – Clause 13
    - Live Sewer Work Allowance
    - First Aid Attendant

- Leading Hand Allowance
  - Tool Allowance
  - Working in Rain Allowance
- ii) Queensland Local Government Industry (Stream C) Award - State 2017 - Division 4 – Section 1 – Clause 13
- First Aid Allowance
  - Leading Hand Allowance
  - Work under unpleasant conditions
  - Tool Allowance
  - Working in Rain Allowance
- iii) Queensland Local Government Industry (Stream C) Award - State 2017 - Division 4 – Section 2 – Clause 13
- First Aid Allowance
  - Leading Hand Allowance
  - Live Sewer Work
  - Tool Allowance
  - Working in Rain Allowance
- d) It is agreed that for the payment of Working in Rain Allowance it is a requirement for employees to be specifically directed to work in the rain or be required to make a workplace safe for payment of this allowance to occur.

#### 16.4. Camp Allowance

- a) The provisions of the Queensland Local Government Industry (Stream B) Award – State 2017 Division 2 – Section 5 - Clause 35 Camp Allowance and Accommodation will apply to all employees under this Agreement except as varied elsewhere in this Clause in lieu of all other Award Clauses.
- b) Where it is necessary for an employee to live in a camp provided by Council, such employee shall be paid the following Camp Allowance payments in lieu of the rates specified in the Award:
- i) Where Council supplies accommodation and meals, \$20 per day
  - ii) Where Council supplies accommodation only, \$70 per day;
  - iii) Where no accommodation and no meals are supplied (swag/rough camp); \$120 per day

### 17. Industrial Standards

- 17.1. This Agreement shall not cause any employee to suffer a reduction in current ordinary time earnings, hours of work, annual leave or long service leave.

### 18. Flexible Working Arrangements

- 18.1. It is agreed between the Council, employees and the relevant Union that employees by mutual agreement and in writing may:-
- a) Change their starting and finishing times of work;
  - b) Work flexible hours in accord with Award provisions;
  - c) Implement staggered starting times;

- d) Increased hours during favourable periods, but only paying for 38 hours, and lesser hours during unfavourable periods (e.g. wet season);
- e) Where specific Council operational needs and circumstances require, may work a 10/4 roster consisting of 10 working days straight and 4 days off. The 10 working days being of 10 hours duration, consisting of 7.6 hours normal time and 2.4 hours at time and a half. Other rosters may also be worked.
- f) Public holidays to be catered for as per the Award.

## **19. Efficient Use of Labour**

- 19.1. An employee may be required by the Council to carry out such duties as are reasonably within the limits of the employee's skill, competence and training, provided such duties are not designed to promote deskilling nor result in any reduction in remuneration.

## **20. Leave**

### **20.1. Annual Leave**

- a) Employees (other than a casual employee) are entitled to five (5) weeks annual leave each year plus Annual Leave Loading of 17.5%
- b) All other annual leave arrangements for all employees shall be in accord with the Award.

### **20.2. Christmas Shut Down**

- a) Each year Council will have a Christmas Shutdown. This shutdown will commence annually following the close of business on the Friday prior to Christmas Day and end on the first Tuesday following after New Year's Day. The specific commencement and end days of this closedown will be determined by Council and advised to employees no later than 1 July each year for the following Christmas period.
- b) In determining the shut down period Council will also determine roles that will not participate in the shut down to ensure continuity of essential services of Council over the Shut Down period. Council will consult with employees to determine which roles will be required to work through the Christmas Shut Down Period. If agreement cannot be reached Council will determine employees who are not to participate in the Christmas shut down and advise these employees by 1 September prior to the shut down period.
- c) Employees are expected to take accrued leave (i.e. Annual Leave, TOIL, RDOs or a combination thereof) during the Christmas Shut Down period.
- d) Employees without accrued leave, whether this is due to all leave being taken prior to the Christmas Shut Down period, or because the employee has not worked for Council long enough to accrued sufficient leave, will be required to take unpaid leave for any time during the Christmas Shut Down period for which they do not have accrued leave available. Employees may apply to take pro rata leave accruals to cover Christmas Shut Periods.

### **20.3. Long Service Leave**

- a) Long service leave entitlements for all employees will be 13 weeks after 10 years with pro rata after 7 years continuous service.

- b) All other Long Service Leave entitlements shall be in accordance with the Division 6 of the QES.
- c) The Council and an employee may agree that the employee may be paid part of their entitlement to long service leave instead of taking the leave where an employee requests the payment due to hardship. Prior to this payment being made the employee and employer will sign an agreement allowing for the payment to be made.
- d) Employees may not be paid an entitlement to long service leave which would see their leave balance fall below 4 weeks.

20.4. Sick Leave

- a) All full and part time employees are entitled to 15 days sick leave per annum.
- b) All other personal and sick leave entitlements shall be in accordance with Division 4 of the QES.

20.5. Bereavement Leave

- a) In addition to their entitlements under the Queensland Employment Standards, being two days of paid leave on each occasion when—
  - i) a member of the employee’s immediate family or household dies; or
  - ii) the employee, or the employee’s spouse, is pregnant and the pregnancy ends other than by the birth of a living child;
 Employees will be entitled on to an additional 3 days bereavement leave deducted from accumulated sick leave balances with CEO approval.

20.6. Natural Disaster Leave

- a) Employees who are prevented from attending their normal place of employment because of floods, cyclonic disturbances or severe storms in the Burke Shire may be granted leave in the following circumstances:
  - i) Where employees are prevented from attending work due to a natural disaster in the Burke Shire that would threaten the safety of the employee or the employee’s immediate family; and
  - ii) It is not reasonable for the employee to attend for duty at another Council depot or office; and
  - iii) They have, as soon as reasonably practicable, advised their supervisor of the circumstances; or
  - iv) Where due to a natural disaster or a pending natural disaster the employee has a reasonable domestic necessity that requires them to either remain at or return to their home or to another residence or premises to protect the safety of the employees immediate family, to prepare, protect or remove belongings etc. from a personal dwelling or place of residence; or
  - v) Where on account of a pending natural disaster the employee must leave work early due to the likelihood that their normal mode of transport from work will likely be discontinued due to such pending natural disaster; or
  - vi) Subsequent to a natural disaster, to make or organise temporary repairs, or to clean up etc. the employees personal dwelling; and
  - vii) They have advised, or as soon as reasonably practicable, have advised their supervisor of the circumstances.

- b) Employees who experience the circumstances above in this clause shall be allowed up to (five 5) days Natural Disaster Leave per calendar year (non-cumulative) with access to a maximum of 3 days leave per declared natural disaster event.
  - c) Natural Disaster Leave is separate to all other paid leave entitlements and as such will not be deducted from annual leave, personal leave or any other paid leave entitlements available to eligible employees.
  - d) For exceptional circumstances beyond the scope of this clause, Council may consider additional paid Natural Disaster Leave. Approval of such additional leave for exceptional circumstances is subject to the decision and approval of the Chief Executive Officer and will be considered on a case by case basis.
- 20.7. Accrual of Rostered Days Off During Paid Leave
- a) Employees shall accrue rostered days off (RDOs) during periods of paid leave at the same rate as when they work ordinary hours.
- 20.8. Time Off in Lieu of Overtime
- a) All employees who are directed to work overtime may elect to claim time in lieu instead of payment for that overtime for the equivalent time worked. The parties recognise that such time in lieu should be for a particular purpose and not exceed 76 hours or be paid at the overtime rates that would otherwise apply.
- 20.9. Compassionate Leave
- a) In addition to their entitlements under the Queensland Employment Standards, being two days of paid leave on each occasion when a member of the employee's immediate family or household—
    - i) contracts or develops a personal illness that poses a serious threat to the person's life; or
    - ii) sustains a personal injury that poses a serious threat to the person's life;
 Employees will be entitled on to an additional 3 days compassionate leave deducted from accumulated sick leave balances with CEO approval
- 20.10. Domestic and Family Violence Leave
- a) All Parties to this agreement are committed to providing appropriate safety and support measures to those affected by domestic and family violence. All employees are entitled take domestic and family violence leave in accordance with Section 52 of the Industrial Relations Act 2016.

## **21. Uniform and Clothing Allocation and Allowance**

The following items are the minimum issues for commencing employees:

- 21.1. Field Staff, excluding Workshop Staff
  - a) Five sets of safety shirts and pants or jeans
  - b) One (1) hat for sun protection
  - c) Two (2) pairs of safety boots to a maximum value of \$250 (per pair)
  - d) One (1) approved jacket
- 21.2. 20.2 Workshop Staff
  - a) Two (2) pairs of overalls or five (5) pairs of long trousers and five (5) safety shirts for workshop staff
  - b) 20.1 b), c) and d)

- 21.3. 20.3 Administration Staff:
- a) Five (5) blouses, shirts or dresses
  - b) Three (3) skirts or pants
  - c) One (1) jacket, vest, cardigan or pullover
- 21.4. All provided items of clothing will be replaced from time to time on a fair wear and tear basis upon presentation of the worn/ damaged items.
- 21.5. Employees provided with corporate clothing are required to wear the corporate clothing on all occasions during work periods.
- 21.6. This allowance will only apply to permanent full time employees and on a pro rata basis for part time and casual employees. Provided that where permanent part time and casual employees work on each work day, the same provisions as permanent full time employees will apply.
- 21.7. On termination of employment all Council uniforms containing identifiable images/ text that relates to the Council are to be returned within two weeks.

## **22. Redundancy - Retrenchment**

All Redundancy/Retrenchments arrangements and entitlements for all employees shall be in accord with the relevant Award.

## **23. Opportunities for Permanent Employment**

Council will advertise all permanent employment opportunities internally. Council, where appropriate, may advertise these roles externally at the same time.

## **24. Union Encouragement**

- 24.1. The provisions relating to Union encouragement and Right of Entry in the relevant Awards and Industrial Relations Act is acknowledged
- 24.2. Delegates
- a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
  - b) The Employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.
- 24.3. Deduction of union fees
- a) The Employer shall, on the request in writing of any employee, pay to a Union nominated by the employee out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of that Union.

## **25. Trade Union Training Leave**

- 25.1. Upon written application by an employee to an Employer such application being endorsed by the Union and giving to the Employer at least one month's notice, such employee shall be granted up to 10 working days' leave (non-cumulative) on ordinary pay in any two calendar year period to attend courses and seminars conducted by the Union. Other courses mutually agreed between the Union and an Employer, or Employers, may be included under clause 24.1



- 25.2. For the purposes of clause 24.1, “ordinary pay” shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- 25.3. The maximum number of employees attending a course or seminar under this clause at the same time will be 2.
- 25.4. The granting of such leave shall be subject to the convenience of the Employer and so that the operations of the Employer will not be unduly affected.
- 25.5. The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the Employer’s operations.
- 25.6. In granting such paid leave, the Employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- 25.7. Leave granted to attend courses will not incur additional payment if such course coincided with the employee’s day off in 38 hour week working arrangement or with any other concessional leave.
- 25.8. Such paid leave will not affect other leave granted to employees under this Agreement.

## **26. Superannuation**

- 26.1. Superannuation contributions will be made to a complying fund of the employee's choice including LGIA Super, Australian Superannuation and CBUS. Where the employee does not choose a fund, superannuation payments will be made by Council to LGIA Super as the default fund.
- 26.2. Superannuation payments will be made for all periods of paid leave in accordance with legislative requirements
- 26.3. Council will continue to pay superannuation contributions to the nominated superannuation fund on a monthly basis and payments disclosed on employees’ payslips.
- 26.4. Employees may choose to salary sacrifice additional superannuation contributions provided that any external costs incurred are the responsibility of the employee.

## **27. Copy of Agreement**

All current and future employees will have access to this agreement, the Industrial Relations and the relevant Award at their workplace in either electronic or hard copy format.

**SCHEDULE 1: Wages**

<b>Award Level</b>	<b>Weekly Rate 1/9/2017</b>	<b>Weekly Rate Upon Certification + 2.0%</b>	<b>Weekly Rate 2018 Anniversary + 2.5%</b>	<b>Weekly Rate 2019 Anniversary +2.5%</b>	<b>Weekly Rate 2020 Anniversary +2.5%</b>
<b>LGIA 2017 - Stream A - Division 2 - Section 1 (Administration Employees)</b>					
Level 1 , year 1	\$830.80	\$847.42	\$868.60	\$890.32	\$912.57
Level 1 , year 2	\$841.33	\$858.16	\$879.61	\$901.60	\$924.14
Level 1 , year 3	\$858.20	\$875.36	\$897.25	\$919.68	\$942.67
Level 1 , year 4	\$874.56	\$892.05	\$914.35	\$937.21	\$960.64
Level 1 , year 5	\$891.33	\$909.16	\$931.89	\$955.18	\$979.06
Level 1 , year 6	\$905.78	\$923.90	\$946.99	\$970.67	\$994.93
Level 2, Year 1	\$922.75	\$941.21	\$964.74	\$988.85	\$1,013.57
Level 2, Year 2	\$939.49	\$958.28	\$982.24	\$1,006.79	\$1,031.96
Level 2, Year 3	\$956.23	\$975.35	\$999.74	\$1,024.73	\$1,050.35
Level 2, Year 4	\$967.33	\$986.68	\$1,011.34	\$1,036.63	\$1,062.54
Level 3, year 1	\$984.05	\$1,003.73	\$1,028.82	\$1,054.54	\$1,080.91
Level 3, year 2	\$994.68	\$1,014.57	\$1,039.94	\$1,065.94	\$1,092.58
Level 3, year 3	\$1,011.42	\$1,031.65	\$1,057.44	\$1,083.88	\$1,110.97
Level 3, year 4	\$1,028.17	\$1,048.73	\$1,074.95	\$1,101.83	\$1,129.37
Level 4, year 1	\$1,044.89	\$1,065.79	\$1,092.43	\$1,119.74	\$1,147.74
Level 4, year 2	\$1,061.65	\$1,082.88	\$1,109.96	\$1,137.70	\$1,166.15
Level 4, year 3	\$1,076.13	\$1,097.65	\$1,125.09	\$1,153.22	\$1,182.05
Level 4, year 4	\$1,092.89	\$1,114.75	\$1,142.62	\$1,171.18	\$1,200.46
Level 5, year 1	\$1,109.61	\$1,131.80	\$1,160.10	\$1,189.10	\$1,218.83
Level 5, year 2	\$1,124.11	\$1,146.59	\$1,175.26	\$1,204.64	\$1,234.75
Level 5, year 3	\$1,140.85	\$1,163.67	\$1,192.76	\$1,222.58	\$1,253.14
<b>LGIA 2017 - Stream A - Division 2 - Section 1 (Administration Employees)</b>					

Award Level	Weekly Rate 1/9/2017	Weekly Rate Upon Certification + 2.0%	Weekly Rate 2018 Anniversary + 2.5%	Weekly Rate 2019 Anniversary +2.5%	Weekly Rate 2020 Anniversary +2.5%
Level 6, year 1	\$1,168.75	\$1,192.13	\$1,221.93	\$1,252.48	\$1,283.79
Level 6, year 2	\$1,196.63	\$1,220.56	\$1,251.08	\$1,282.35	\$1,314.41
Level 6, year 3	\$1,224.57	\$1,249.06	\$1,280.29	\$1,312.30	\$1,345.10
Level 7, year 1	\$1,252.45	\$1,277.50	\$1,309.44	\$1,342.17	\$1,375.73
Level 7, year 2	\$1,280.37	\$1,305.98	\$1,338.63	\$1,372.09	\$1,406.39
Level 7, year 3	\$1,308.25	\$1,334.42	\$1,367.78	\$1,401.97	\$1,437.02
Level 8, year 1	\$1,341.76	\$1,368.60	\$1,402.81	\$1,437.88	\$1,473.83
Level 8, year 2	\$1,375.23	\$1,402.73	\$1,437.80	\$1,473.75	\$1,510.59
Level 8, year 3	\$1,408.72	\$1,436.89	\$1,472.82	\$1,509.64	\$1,547.38
Level 8, year 4	\$1,440.16	\$1,468.96	\$1,505.69	\$1,543.33	\$1,581.91
Level 8, Year 5	\$1,471.58	\$1,501.01	\$1,538.54	\$1,577.00	\$1,616.43

<b>LGIA 2017 - Stream B - Division 2 - Section 5 (Operational Services Employees)</b>					
Level 1, first 6 months	\$806.49	\$822.62	\$843.19	\$864.26	\$885.87
Level 1, after first 6 months	\$816.99	\$833.33	\$854.16	\$875.52	\$897.41
Level 2	\$827.59	\$844.14	\$865.25	\$886.88	\$909.05
Level 3	\$838.40	\$855.17	\$876.55	\$898.46	\$920.92
Level 4	\$849.41	\$866.40	\$888.06	\$910.26	\$933.02
Level 5	\$863.63	\$880.90	\$902.93	\$925.50	\$948.64
Level 6	\$887.18	\$904.92	\$927.55	\$950.74	\$974.50
Level 7	\$910.74	\$928.95	\$952.18	\$975.98	\$1,000.38
Level 8	\$932.12	\$950.76	\$974.53	\$998.89	\$1,023.87
Level 9	\$955.78	\$974.90	\$999.27	\$1,024.25	\$1,049.86

Award Level	Weekly Rate 1/9/2017	Weekly Rate Upon Certification + 2.0%	Weekly Rate 2018 Anniversary + 2.5%	Weekly Rate 2019 Anniversary +2.5%	Weekly Rate 2020 Anniversary +2.5%
-------------	-------------------------	--	--	---------------------------------------	---------------------------------------

<b>LGIA 2017 - Stream C - Division 2 - Section 1 (Building Trade Services)</b>					
Building Worker L1(a)	\$766.39	\$781.72	\$801.26	\$821.29	\$841.82
Building Worker L1(b)	\$783.26	\$798.93	\$818.90	\$839.37	\$860.36
Building Worker L1(c)	\$805.98	\$822.10	\$842.65	\$863.72	\$885.31
Building Worker L1(d)	\$827.09	\$843.63	\$864.72	\$886.34	\$908.50
Building Worker L2	\$849.76	\$866.76	\$888.42	\$910.63	\$933.40
Building tradesperson, level 1	\$865.51	\$882.82	\$904.89	\$927.51	\$950.70
Building tradesperson, level 2	\$889.12	\$906.90	\$929.57	\$952.81	\$976.63
Building tradesperson, level 3	\$934.17	\$952.85	\$976.67	\$1,001.09	\$1,026.12

<b>LGIA 2017 - Stream C - Division 2 - Section 2 (Engineering and Electrical/Electronic Services)</b>					
C14	\$766.39	\$781.72	\$801.26	\$821.29	\$841.82
C13	\$783.26	\$798.93	\$818.90	\$839.37	\$860.36
C12	\$805.98	\$822.10	\$842.65	\$863.72	\$885.31
C11	\$827.09	\$843.63	\$864.72	\$886.34	\$908.50
C10	\$865.51	\$882.82	\$904.89	\$927.51	\$950.70
C9	\$889.12	\$906.90	\$929.57	\$952.81	\$976.63
C8	\$912.74	\$930.99	\$954.27	\$978.13	\$1,002.58
C7	\$934.17	\$952.85	\$976.67	\$1,001.09	\$1,026.12
C6	\$981.60	\$1,001.23	\$1,026.26	\$1,051.92	\$1,078.22
C5	\$1,004.70	\$1,024.79	\$1,050.41	\$1,076.67	\$1,103.59
C4	\$1,029.04	\$1,049.62	\$1,075.86	\$1,102.76	\$1,130.33
C3	\$1,076.27	\$1,097.80	\$1,125.24	\$1,153.37	\$1,182.21
C2 (a)	\$1,099.99	\$1,121.99	\$1,150.04	\$1,178.79	\$1,208.26
C2 (b)	\$1,142.85	\$1,165.71	\$1,194.85	\$1,224.72	\$1,255.34

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

---

Signature

**Ben Swan - Secretary**

---

Name in full

---

Signature

**Samantha Stokes**

---

Name in full

**29.11.2017**

---

Date

**In the presence of:**

**Signed for and on behalf of:** The Construction,  
Forestry, Mining and Energy Union

---

Signature

**Michael Ravbar**

---

Name in full

---

Signature

**Ashley Borg**

---

Name in full

**15.12.2017**

---

Date

**In the presence of:**

**Signed for and on behalf of:** Communication Electrical  
and Plumbing Union, Plumbing Division

---

Signature

---

Name in full

---

Signature

---

Name in full

---

Date

**In the presence of:**

**Signed for and on behalf of:** Queensland Services  
Industrial Union of Employees

---

Signature

**Neil Henderson**

---

Name in full

---

Signature

---

Name in full

**Michelle Robertson**

---

Date

**20.12.2017**

**In the presence of:**



**Signed for and on behalf of:** Burke Shire Council

---

Signature

**Sharon H Daishe**

---

**In the presence of:**

Name in full

---

Signature

**Nils Williams Hay**

---

Name in full

**28.11.2017**

---

Date