

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Quilpie Shire Council

AND

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

Queensland Services, Industrial Union of Employees

The Australian Workers' Union of Employees, Queensland

(Matter No. CB/2022/6)

QUIPLIE SHIRE COUNCIL CERTIFIED AGREEMENT 2021

Certificate of Approval

On 22 February 2022, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **QUILPIE SHIRE COUNCIL CERTIFIED AGREEMENT 2021**

Parties to the Agreement:

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

Operative Date: 22 February 2022

Nominal Expiry Date: 22 February 2025

Previous Agreement: *Quilpie Shire Council Certified Agreement 2018*

Termination Date of Previous Agreement: 30 June 2021

By the Commission

C.M. HARTIGAN
Industrial Commissioner
22 February 2022



**QUILPIE SHIRE COUNCIL
CERTIFIED AGREEMENT 2021**

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PART A – GENERAL PROVISIONS

1 TITLE

1.1 This Agreement shall be known as the *Quilpie Shire Council Certified Agreement 2021*.

2 OBJECTIVES OF THE AGREEMENT

2.1 The parties are committed to the following objectives:

- (a) The long-term sustainability of Council underpinned by:
 - (i) Financially sustainable workforce provisions;
 - (ii) Improved workforce productivity; and
 - (iii) Reduced service costs.
- (b) Balancing affordability and value for money services;
- (c) Retention of a productive and viable workforce;
- (d) Facilitating greater flexibility of working arrangements within the framework of this Agreement; and
- (e) Where possible and subject to any changes to sources of funding, maintaining staffing levels for the life of this Agreement.

3 DEFINITIONS

Act: means the *Industrial Relations Act 2016*

CEO: means Chief Executive Officer of Quilpie Shire Council

Council: means Quilpie Shire Council ABN 53 680 434 639

QES: means Queensland Employment Standards prescribed under Chapter 2, Part 3 of the Act.

4 DATE AND PERIOD OF OPERATION

4.1 This Agreement shall operate from the date of certification by the Queensland Industrial Relations Commission, and shall expire three (3) years following certification.

5 PARTIES BOUND

5.1 The parties to this Agreement are Quilpie Shire Council, its Employees subject to this Agreement and the following unions:

- (a) Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- (b) Queensland Services, Industrial Union of Employees; and
- (c) The Australian Workers' Union of Employees, Queensland.

6 APPLICATION

6.1 This Agreement shall apply to Council, all Council Employees, except for senior officers as provided for in Division 2 – Section 1, clause 4.2 of the *Queensland Local Government Industry (Stream A) Award – State 2017*, as amended from time to time.

7 RELATIONSHIP TO AWARDS

7.1 Subject to the Act, this Agreement shall be wholly read and interpreted in conjunction with the terms of the parent Awards listed below:

- (a) *Queensland Local Government Industry (Stream A) Award – State 2017* (Stream A Award);
- (b) *Queensland Local Government Industry (Stream B) Award – State 2017* (Stream B Award);
- (c) *Queensland Local Government Industry (Stream C) Award – State 2017* (Stream C Award); and
- (d) *Training Wage Award – State 2012*.

7.2 Where there is any inconsistency between this Agreement and the parent Awards, this Agreement will prevail to the extent of the inconsistency.

8 INDIVIDUAL FLEXIBILITY AGREEMENT

8.1 Council and an Employee covered by this Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of this Agreement if:

- (a) This Agreement deals with:
 - (i) Arrangements about when work is performed; and/or
 - (ii) Overtime rates; and/or
 - (iii) Penalty rates; and/or
 - (iv) Allowances; and/or
 - (v) Leave loading; and
- (b) The arrangement meets the genuine needs of Council and the Employee, and is genuinely agreed upon by Council and the Employee concerned.

8.2 An arrangement entered into under clause 8.1 must include terms that:

- (a) Relate only to matters required or permitted to be in this Agreement; and
- (b) Will not result, on balance, in an overall reduction in the entitlements/conditions the Employee would have been otherwise entitled to receive under this Agreement.

8.3 The IFA must be in writing and signed by the Employee and the CEO and given to the Employee within 14 days after it is agreed and signed.

8.4 The IFA must state the following:

- (a) The names of Council and the Employee; and
- (b) The terms of this Agreement that will be varied by the IFA and the impact of the variation; and
- (c) How the IFA will not result, on balance, in an overall reduction of entitlements/conditions the Employee would have otherwise been entitled to receive under the Agreement; and
- (d) The commencement day of the IFA.

8.5 If the Employee is under the age of 18, the IFA must be signed by a parent or legal guardian of the Employee.

8.6 An IFA may be terminated by any of the following methods:

- (a) By either Council or the Employee by giving written notice of not more than 28 days; or
- (b) By Council and the Employee at any time if they agree in writing to the termination; or
- (c) If no agreement or notice is provided by Council and/or the Employee, at the end of 12 months from the date of commencement of the IFA.

9 LOCAL AREA WORK AGREEMENT (LAWA)

- 9.1 The parties recognise the value and benefit in providing a process that enables Council and workgroups to develop and implement flexible working arrangements suited to the needs of the workgroup and requisite work to be performed.
- 9.2 Where Council and the relevant workgroup/s agree there is a need for flexible work agreements, the following process will be followed:
- (a) Council will consult with the directly affected Employees and, where relevant, their union/s, and agree on arrangement/s to be implemented;
 - (b) The arrangement/s must meet the operational requirements of Council;
 - (c) Agreement shall be obtained from more than 65% of affected Employees; and
 - (d) The parties agree to genuinely consider any reasonable agreement proposed.
- 9.3 Where established, LAWAs will be read in conjunction with the parent Award/s and this Agreement.
- 9.4 The terms of a LAWA must:
- (a) Be in writing;
 - (b) Set out the terms of the LAWA;
 - (c) Be for a pre-determined term as negotiated between the parties;
 - (d) Include a provision for termination of the LAWA; and
 - (e) Be signed by Council and the affected Employees.
- 9.5 A LAWA must not, on balance, result in an overall reduction in the entitlements and conditions of the affected Employees under this Agreement.
- 9.6 In the event an affected Employee has personal circumstances that objectively and reasonably prevent them from participating in the varied work arrangements prescribed in the LAWA, Council will reasonably consider alternative arrangements for the Employee.

10 NO EXTRA CLAIMS

- 10.1 The parties to this Agreement agree that during the life of this Agreement, no further or additional claims will be made by any party in relation to wages/salary and/or the terms and conditions of employment.

11 CONSULTATION - INTRODUCTION OF CHANGES

11.1 Council's duty to notify

- (a) Prior to Council deciding to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, Council shall notify the Employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) "Significant effects" include termination of employment; major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.
- (c) Where this Agreement makes provision for alteration of any of the matters referred to in clauses 11.1(a) and 11.1(b) an alteration shall be deemed not to have significant effect.

11.2 Council's duty to consult over change

- (a) Council shall consult the Employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on Employees (including the number and categories of Employees likely to be dismissed, and the time when, or the period over which, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation shall occur as soon as practicable prior to making the decision referred to in clause 11.1.
- (c) For the purpose of 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.
- (d) Notwithstanding the provision of clause 11.2(c), Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

12 DISPUTE RESOLUTION

12.1 Prevention and settlement of disputes – Award/Agreement matters

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the parent Awards and/or this Agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) In the event of any disagreement between the parties as to the interpretation or implementation of the parent Awards and/or this Agreement, the following procedures shall apply:
 - (i) The matter is to be discussed by the Employee's union representative and/or the Employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (ii) If the matter is not resolved as per clause 12.1(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 7 days;
 - (iii) If the matter remains unresolved it may be referred to Council for discussion and appropriate action. This process should not exceed 14 days; and
 - (iv) If the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission.
- (d) Nothing contained in this procedure shall prevent unions or Council from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

12.2 Prevention and settlement of Employee grievances and disputes - other than Award/Agreement matters

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:
 - (i) Stage 1: In the first instance the Employee shall inform such Employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an Employee may exercise the right to consult such Employee's union representative during the course of Stage 1.
 - (ii) 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.
 - (iii) Stage 3: If the grievance is still unresolved, the manager will advise the Chief Executive Officer and the aggrieved Employee may submit the matter in writing to the Chief Executive Officer if such Employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.
- (c) Council 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) Council may appoint another person to investigate the grievance or dispute. Where possible, the appointed person shall be other than the Employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. Council 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:
 - (i) 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.
 - (ii) Stage 2: Not to exceed 7 days.
 - (iii) Stage 3: Not to exceed 14 days.
- (g) If the grievance or dispute is not settled the matter may be referred to the Queensland Industrial Relations Commission by the Employee or the union.
- (h) 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.

13 COMMITMENT TO COLLECTIVE BARGAINING

- 13.1 Council is committed, during the life of this Agreement and in its renegotiation, to bargain collectively with the parties to this Agreement in respect of Employees whose terms and conditions have traditionally been covered by the relevant parent Awards. The terms and conditions of the parent Awards and this Agreement shall continue to apply to all Employees covered by the Agreement, including new Employees.

14 JOB SECURITY

- 14.1 Council will endeavour to maintain the current workforce for the life of this Agreement. However, matters outside Council's control, such as cuts in external funding or changes to legislation, or Government policy may result in the need to reduce staffing levels. In this event Council commits to consult with the affected Employees and, where relevant, their union/s prior to any reductions in staff numbers.
- 14.2 Council will consider the merits of calling positions internally in the first instance where there is a demonstrated and suitably qualified applicants pool internally.

15 USE OF CONTRACTORS

- 15.1 The parties recognise that Council wishes to preserve as many of the positions that currently exist within Council, however, the parties recognise that Council will require the use of Contractors to carry out Council work.
- 15.2 Where possible and where operations permit, Council's permanent Employees shall first be given the option of applying for higher duties positions prior to the engagement of contractors. Selection to those positions shall be made based on merit.
- 15.3 Council may use Contractors where the work volume is beyond the capacity of Council resources or existing workforce.
- 15.4 Contractors will also be used where the type of work or specialisation required is beyond the capacity of Council resources or existing workforce.

PART B – ADMINISTRATIVE PROVISIONS

16 SPAN OF HOURS

- 16.1 The ordinary hours of work shall be worked continuously, except for meal breaks and rest pauses, between the hours of 5.00am and 7.00pm.

17 HOURS OF WORK

- 17.1 The ordinary hours of work for all Employees covered by this Agreement shall be in accordance with the relevant parent Award/s and the QES.

18 ROSTERED DAYS OFF

18.1 9 Day Fortnight

- (a) All Employees, other than casuals, are entitled to work a cycle of nine (9) days every two (2) weeks.

18.2 19 Day Month

- (a) Subject to the approval of the CEO, all Employees covered by Stream A Award, other than casuals and those who supervise Employees covered by Stream B or C Awards, may elect to

participate in a 19 day month RDO scheme. Employees participating in this scheme shall be paid an additional \$20.00 per week and will be committed to this scheme for a period of 12 months from the date of commencement of the 19 day month scheme.

- (b) Unless extenuating circumstances exist and with the approval of the CEO, Employees who work a 19 day month, will not be entitled to change their spread of ordinary hours until the expiry of the fully completed 12 month period.

18.3 General

- (a) Unless otherwise approved by the CEO, Employees may bank a maximum of five (5) RDOs at any point in time.
- (b) All banked RDOs in excess of one (1) day will be available subject to:
 - (i) An Employee making a written request to be approved by their manager with at least one (1) weeks' notice; and
 - (ii) Before approving a request for utilising an RDO by an Employee, the manager must ensure that Council operations and services will not be interrupted or rendered less efficient or more costly as a result of the utilisation of such an RDO.
- (c) If an Employee has a scheduled RDO in place and is required to work on that scheduled RDO, Council may require the Employee to work on the RDO by giving the Employee two (2) days' notice.
- (d) If an Employee is required to work on an RDO, the RDO shall be re-allocated to a mutually agreeable day between the Employee and their manager without attracting penalty rates. If another day cannot be agreed, the Employee shall be paid for working on that RDO at the appropriate overtime rate.
- (e) No two (2) Employees from particular work groups are permitted to take RDOs on the same day. These work groups are defined as:
 - (i) HR and Payroll;
 - (ii) Customer Service Office, Administration and Finance;
 - (iii) Library;
 - (iv) Visitor Information Centre;
 - (v) Technical Services;
 - (vi) Water and Sewerage; and
 - (vii) Workshop.
- (f) Notwithstanding clause 18.3(e), all Employees from the particular work groups defined in this clause, must take RDOs on the same day. These work groups are defined as:
 - (i) Road Construction and Maintenance crew 1;
 - (ii) Road Construction and Maintenance crew 2; and
 - (iii) Concrete and Structures.

19 TIME OFF IN LIEU

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

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

- 19.3 Employees may bank up to an equivalent of six (6) days of TOIL in any six (6) month period. An Employee who does not utilise any banked TOIL in the six (6) month period, due to a refusal by Council, will have their banked TOIL paid out at ordinary time (calculated at the ordinary rate of pay at the time the TOIL was accrued). If an Employee elects not to utilise their banked TOIL during the six (6) month period, they will have their balance of TOIL revert back to zero from the first day after the end of that period.
- 19.4 TOIL cannot be utilised together with an RDO accrued in accordance with clause 18 unless by making an application in writing to be approved by the CEO.
- 19.5 Council may direct Employees to utilise banked TOIL upon giving 14 days' written notice.
- 19.6 Senior Officers are not entitled to accrue or access TOIL.

20 TRAVEL

- 20.1 All travel outside of the standard hours of work done by Employees will be at relevant overtime rates as per the relevant Award/s or accrued as TOIL in accordance with clause 19.
- 20.2 Specifically, this clause does not apply to travel undertaken under Council's Conference/Event/Training Attendance policy as amended from time to time.

21 TIMESHEETS

- 21.1 All Employees are required to fill in timesheets in their own time.

22 SALARY SACRIFICE

- 22.1 Employees may elect to take their salary by means other than money by way of a salary sacrifice arrangement. The CEO and an Employee may agree in writing that the Employee can sacrifice a part of their salary to benefits agreed between the parties, including superannuation.
- 22.2 The salary of the Employee for the purpose of any allowances or payments which are directly related to the Employee's salary shall be the pre-salary sacrifice rate of pay; that is, the salary set out in this Agreement and subsequently increased in accordance with this Agreement.
- 22.3 Council encourages Employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.
- 22.4 All salary sacrifice Agreements will be subject to any Federal taxation laws and rulings affecting salary sacrifice arrangements that may be introduced or amended from time to time, and, in the case of superannuation, to the requirements of the Local Government Superannuation Scheme.
- 22.5 Any additional tax payable will be deducted from the Employee's remuneration.

23 ABANDONMENT OF EMPLOYMENT

- 23.1 An Employee who has been absent for seven (7) or more working days without Council's consent and does not establish to the satisfaction of Council a reasonable cause for the absence, shall be deemed to have abandoned their employment.
- 23.2 Before an Employee's employment is terminated for abandonment, Council shall make a reasonable effort to contact the Employee. For the purpose of this Clause, reasonable contact could be via email, post, phone or text messages.

24 OVERPAYMENTS

- 24.1 Council shall be entitled to recover any amount/s of overpayment from an Employee by way of deduction from any subsequent payment/s due to the Employee, provided that the Employee is given written notification of Council's intention to make deduction/s, the amount/s to be deducted and an explanation of the reason/s for the overpayment.

- 24.2 Overpayments recovered pursuant to clause 24.1 of this Agreement may be divided into instalments. Council shall enable the Employee who has been overpaid to access a payment plan that takes into consideration the sum of the overpayment, the personal circumstances of the Employee and any potential financial hardship resulting from the deduction/s. In any manner, any one instalment shall not exceed an amount equivalent to 5% of an Employee's weekly salary.

PART C - BENEFITS

25 ANNUAL LEAVE

General

- 25.1 Employees shall accrue annual leave at the rate of five (5) weeks per annum.
- 25.2 Unless approved otherwise by the CEO, Employees must take a minimum of three (3) days annual leave at any one time except in the situation of Employees selecting annual leave in times of wet weather. In times of wet weather Employees may take a lesser amount as approved by the Director of Engineering Services.
- 25.3 Employees must provide a minimum notice period of two (2) weeks prior to taking annual leave except in exceptional circumstances and where approved by the CEO.
- 25.4 Employees may accumulate a maximum of ten (10) weeks annual leave in their balance.
- 25.5 However, if any Employee has accumulated over ten (10) weeks of annual leave at the time of implementation of this Agreement, the Employee is to reduce the accumulated annual leave to ten (10) weeks within twelve months by taking annual leave at a time or times that are mutually agreeable between the CEO and the Employee.
- 25.6 All other annual leave provisions will be in accordance with the relevant Award/s and the QES.

Annual Leave for Employees within Town Services, Water and Sewerage, and the Workshop

- 25.7 Subject to clause 25.8, the entitlement to two (2) additional weeks of annual leave that applied to Employees within Town Services, Water and Sewerage and the Workshop pursuant to the expired *Quilpie Shire Council Certified Agreement 2018* (Expired Agreement), will cease to take effect on the date of certification of this Agreement. All Employees employed on or after the date of certification of this Agreement shall be entitled to access five (5) weeks of annual leave and also the 9 day fortnight scheme applicable under clause 18.1.
- 25.8 Notwithstanding clause 25.7, Employees who worked within Town Services, Water and Sewerage and the Workshop prior to the date of certification of this Agreement, will have the choice of continuing to access two (2) additional weeks of annual leave, or transition into the 9 day fortnight RDO scheme under clause 18.1. An Employee's decision to transition to the 9 day fortnight RDO scheme is considered final and will not be subject to any further changes.

26 SICK LEAVE

- 26.1 Employees covered by Stream A Award shall accrue twelve (12) days of sick leave in the first 12 months of continuous service with Council and 15 days of sick leave per annum for each subsequent year.
- 26.2 Employees covered by Stream B and Stream C Awards shall accrue sick leave as follows:
- (a) Up to eleven (11) days of sick leave per annum from the first pay period following certification of this Agreement.
 - (b) Up to twelve (12) days of sick leave per annum from the first pay period following the first anniversary of certification of this Agreement.

- (c) Up to thirteen (13) days of sick leave per annum from the first pay period following the second anniversary of certification of this Agreement.

26.3 Sick leave accrued under this clause accumulates from year to year, however, it cannot be paid out.

27 LONG SERVICE LEAVE

27.1 Employees shall accrue long service leave at the rate of thirteen (13) weeks after ten (10) years of continuous service with Council.

27.2 Employees who complete 10 years of continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

27.3 Portability of long service leave entitlements is provided for in Chapter 8, Part 3, Division 2 of the *Local Government Regulation 2012*.

28 PARENTAL LEAVE

28.1 In addition to the parental leave entitlements provided under the QES and the relevant Award/s, an Employee, other than a casual, is entitled to take paid parental leave provided that:

- (a) The Employee has completed at least 24 months of continuous service with Council as at the date of the birth or placement (i.e. adoption or surrogacy) of the child; and
- (b) The paid parental leave is taken immediately before or after the birth or placement (i.e. adoption or surrogacy); and
- (c) The Employee is the primary caregiver of the child.

28.2 An Employee who accesses the paid parental leave in accordance with clause 28.1, shall be entitled to:

- (a) Six (6) weeks paid parental leave, calculated at the Employee's ordinary rate of pay; or
- (b) Twelve (12) weeks paid parental leave at half pay.

28.3 Part-time Employees are eligible for paid parental leave on a pro-rata basis of the average weekly hours for the preceding 24 months.

29 BEREAVEMENT LEAVE

29.1 Upon the death of a family member as prescribed under the QES, an Employee may be granted bereavement leave depending on the distance travelled to attend a funeral and in accordance with the below table:

Distance travelled (one way)	Leave Entitlement
Up to 250kms	2 Days
250kms – 500kms	3 Days
Over 500kms	4 Days

29.2 A family member for the purpose of clause 29.1 shall mean any of the following:

Spouse, child, ex-nuptial child, step-child, adopted child, foster child, ex-foster child, parent, step-parent, parent in-law, grandparent, grandchild, sibling of the Employee, step sibling, sibling in-law, child in-law, parent's sibling, and sibling's child.

29.3 The taking of bereavement leave shall be subject to the production of evidence of death satisfactory to Council or the completion of a statutory declaration if so requested by Council.

30 DOMESTIC AND FAMILY VIOLENCE LEAVE

- 30.1 Employees, other than casuals, personally experiencing domestic and family violence may access up to ten (10) days per year of paid domestic and family violence leave in order to attend to any matters relating to the family and domestic violence matter/s. For clarity, Employees who are the perpetrators of the domestic and family violence are not entitled to access any leave under this clause.
- 30.2 Long term casual Employees may access up to ten (10) unpaid days per year and short term casual Employees may access up to two (2) unpaid days per year.
- 30.3 Domestic and family violence leave given under clause 30.1 of this Agreement is non-cumulative and is non-transferable and may be taken in units of one (1) hour.
- 30.4 Employees supporting a person experiencing domestic and family violence may take Personal Leave or any other form of accrued leave to accompany them to court or hospital, or to assist with childcare, accommodation or other matters.
- 30.5 An Employee seeking to access family and domestic violence leave under clause 30 of this Agreement, should notify their supervisor, the CEO or the Human Resources as soon as reasonably practicable of their intention to take or remain on Domestic and Family Violence or other type of leave for this purpose.
- 30.6 For the purpose of clause 30, proof of domestic and family violence may be required. Sufficient proof may be in the form of a document issued by the Police Service, a Court, a Doctor, a Nurse, a Domestic and Family Violence Support Service or a Lawyer.
- 30.7 In order to provide support to an Employee experiencing domestic and family violence and to provide a safe work environment, Council will approve any reasonable request from an Employee for changes to their span of hours or pattern of hours and/or shift patterns, changes to duties, changes to their contact details, or any other appropriate measure including those available under existing work arrangements.
- 30.8 All personal information concerning domestic and family violence will be kept confidential and only shared with Employees who have a genuine need to know. No information will be kept on an Employee's personnel file without their express written permission. Council will work collaboratively with the Employee who is experiencing domestic violence to develop protocols to restrict access to the Employee's personal information and contact details.
- 30.9 Council will develop and implement workplace safety planning strategies to ensure the protection of all Employees.

31 CAMP ALLOWANCE

- 31.1 All parties recognise the difficulties involved in camping and agree that Employees shall be entitled, subject to clause 31.2, to a camp allowance, for each night spent at camp, as follows:
- (a) An allowance of \$66.46 per night, effective from the first pay period following certification of this Agreement;
 - (b) An allowance of \$67.96 per night, effective from the 1st pay period following the 1st anniversary of the certification of this Agreement; and
 - (c) An allowance of \$69.49 per night, effective from the 1st pay period following the 2nd anniversary of the certification of this Agreement.
- 31.2 Where Employees are required to stay in a pub/motel style accommodation that has no cooking facilities, Council shall provide meals or meal vouchers for each night spent at camp and pay Employees a camp allowance of \$20.00 per night.

32 PROVISION OF UNIFORMS

- (a) Council recognises the benefit gained in promoting a “Council Image” through the wearing of a Council Uniform by Employees. The wearing of the Quilpie Shire Council’s approved uniform is compulsory.

32.1 Employees working within the Administration Office, Library and Visitor Information Centre:

- (a) At the commencement of employment, each full-time Employee will be provided the following initial allocation of approved uniforms: 5 tops (comprised of their choice of 4 corporate Shirts and 1 Polo Shirt or 5 corporate Shirts), 1 Vest, 1 Jumper and 1 Jacket.
- (b) The allocation of uniforms to casual, fixed/maximum term and part-time Employees will be allocated dependent on the duration of employment, at the sole discretion of the CEO.
- (c) Further uniforms will be provided in subsequent years on a fair wear and tear replacement basis.

32.2 Employees working within, or based at the Works Depot, and Pest and Livestock Management:

- (a) At the commencement of employment, each full-time Employee will be provided the following initial allocation of approved uniforms: 5 Shirts, 5 Pants, 1 Vest or Hoodie and 1 Jacket together with relevant Personal Protective Equipment (PPE).
- (b) The allocation of uniforms to casual, fixed/maximum term and part-time Employees will be allocated dependent on the duration of employment, at the sole discretion of the CEO. PPE will be supplied to all Employees as required.
- (c) Further uniforms will be provided in subsequent years on a fair wear and tear replacement basis.

33 LOCALITY ALLOWANCE

33.1 The locality allowance entitlements as provided for in Clause 13.2 of the *Queensland Local Government Industry (Stream A) Award – State 2017* will, by virtue of this Agreement, apply to all Employees.

33.2 For the avoidance of doubt, it is confirmed that this allowance will replace the Divisional and District Allowance provided for in the:

- (a) *Queensland Local Government Industry (Stream A) Award – State 2017*;
- (b) *Queensland Local Government Industry (Stream B) Award – State 2017*; and
- (c) *Queensland Local Government Industry (Stream C) Award – State 2017*.

34 ON CALL / AVAILABILITY ALLOWANCE

34.1 An Employee directed to remain on call during any day or night outside their ordinary working hours shall be paid in accordance with the below table for each day and/or night during which the Employee remains on call. The below allowance shall apply from the first pay period following certification of this Agreement.

Days Required to be on call	On Call Allowance
Monday to Friday	\$20.00 per day
Saturday	\$30.00 per day
Sunday and Public Holidays	\$40.00 per day

34.2 In addition to the above allowance, Employees shall be entitled to receive penalty rates in accordance with the overtime provisions in the relevant Award/s for the time worked if they are required to report for duty.

34.3 Employees directed to remain on call must be able to be contacted and to report fit for duty within 30 minutes.

35 RECALL TO DUTY

35.1 An Employee who is on call and being paid the on call allowance shall be entitled to a minimum payment equivalent to three (3) hours at the applicable rate for the first call out. The minimum payment shall only apply to the first call out on any given day. Any subsequent call outs on the same day will be paid as actual time worked.

35.2 If an Employee does not leave home to attend to the situation e.g. handled by phone or via a computer, they will be paid a minimum of thirty minutes at ordinary time.

36 FINAL TRIM ALLOWANCE

36.1 Subject to capability, an operator may be appointed as a final trim grader operator and paid at a level higher than the level 6 required in the award.

PART D – CLASSIFICATIONS AND WAGES

37 WAGES AND WAGE LEVELS

37.1 Wage Increases

(a) Council agrees to pay Employees covered by this Agreement, wage increases in accordance with the following schedule:

- (i) 2.25% on the 1st pay period following certification of this Agreement;
- (ii) 2.25% on the 1st pay period following the 1st anniversary of certification; and
- (iii) 2.25% on the 1st pay period following the 2nd anniversary of certification.

(b) Council agrees to pay Employees covered by this Agreement a 2.25% wage increase to be backdated from the date of certification of this Agreement to the 1st pay period after 1 July 2021.

37.2 Wage Levels

(a) The Wage and Salary Rates that apply for the life of this Agreement are as follows:

- (i) Wage and salary rates that apply to the Employees covered by Stream A Award are found in Appendix A, Clause 1;
- (ii) Wage and salary rates that apply to the Employees covered by Stream B Award are found in Appendix A, Clause 2; and
- (iii) Wage and salary rates that apply to the Employees covered by Stream C Award are found in Appendix A, Clause 3.

APPENDIX A

1. WAGES FOR EMPLOYEES COVERED BY STREAM A AWARD

Award Classification Level	Award Rate (per week)	Weekly Base rate of pay as per Expired Agreement	Weekly Base rate of pay as at 1 st pay period after Certification	Weekly Base rate of pay as at 1 st anniversary of Certification	Weekly Base rate of pay as at 1 st pay period after 2 nd anniversary of Certification
L1 year 1	\$842.50	\$1,040.67	\$1,064.09	\$1,088.03	\$1,112.51
L1 year 2	\$867.50	\$1,057.05	\$1,080.83	\$1,105.15	\$1,130.02
L1 year 3	\$893.00	\$1,080.47	\$1,104.78	\$1,129.64	\$1,155.05
L1 year 4	\$893.00	\$1,105.68	\$1,130.56	\$1,156.00	\$1,182.01
L1 year 5	\$915.00	\$1,133.74	\$1,159.25	\$1,185.33	\$1,212.00
L1 year 6	\$928.00	\$1,156.15	\$1,182.16	\$1,208.76	\$1,235.96
L2 year 1	\$953.50	\$1,184.37	\$1,211.02	\$1,238.27	\$1,266.13
L2 year 2	\$981.00	\$1,212.31	\$1,239.59	\$1,267.48	\$1,296.00
L2 year 3	\$1,006.50	\$1,240.25	\$1,268.16	\$1,296.69	\$1,325.86
L2 year 4	\$1,006.50	\$1,264.97	\$1,293.43	\$1,322.53	\$1,352.29
L3 year 1	\$1,034.50	\$1,292.83	\$1,321.92	\$1,351.66	\$1,382.07
L3 year 2	\$1,034.50	\$1,320.76	\$1,350.48	\$1,380.86	\$1,411.93
L3 year 3	\$1,062.50	\$1,348.66	\$1,379.00	\$1,410.03	\$1,441.76
L3 year 4	\$1,070.50	\$1,376.56	\$1,407.53	\$1,439.20	\$1,471.58
L4 year 1	\$1,092.00	\$1,401.08	\$1,432.60	\$1,464.84	\$1,497.80
L4 year 2	\$1,120.00	\$1,429.59	\$1,461.76	\$1,494.65	\$1,528.27
L4 year 3	\$1,147.50	\$1,456.91	\$1,489.69	\$1,523.21	\$1,557.48
L4 year 4	\$1,147.50	\$1,484.83	\$1,518.24	\$1,552.40	\$1,587.33
L5 year 1	\$1,176.00	\$1,512.70	\$1,546.74	\$1,581.54	\$1,617.12
L5 year 2	\$1,204.50	\$1,540.62	\$1,575.28	\$1,610.73	\$1,646.97
L5 year 3	\$1,204.50	\$1,567.58	\$1,602.85	\$1,638.91	\$1,675.79
L6 year 1	\$1,255.00	\$1,615.29	\$1,651.63	\$1,688.80	\$1,726.79
L6 year 2	\$1,304.00	\$1,661.50	\$1,698.88	\$1,737.11	\$1,776.19
L6 year 3	\$1,363.50	\$1,708.05	\$1,746.48	\$1,785.78	\$1,825.96
L7 year 1	\$1,363.50	\$1,754.69	\$1,794.17	\$1,834.54	\$1,875.82
L7 year 2	\$1,405.00	\$1,801.02	\$1,841.54	\$1,882.98	\$1,925.34
L7 year 3	\$1,405.00	\$1,847.49	\$1,889.06	\$1,931.56	\$1,975.02
L8 year 1	\$1,446.00	\$1,903.32	\$1,946.14	\$1,989.93	\$2,034.71
L8 year 2	\$1,486.00	\$1,958.43	\$2,002.49	\$2,047.55	\$2,093.62
L8 year 3	\$1,526.00	\$2,013.56	\$2,058.87	\$2,105.19	\$2,152.56
L8 year 4	\$1,566.00	\$2,066.97	\$2,113.48	\$2,161.03	\$2,209.65
L8 year 5	\$1,606.00	\$2,120.44	\$2,168.15	\$2,216.93	\$2,266.81

2. WAGES FOR EMPLOYEES COVERED BY STREAM B AWARD

Award Classification Level	Award Rate (per week)	Weekly Base rate of pay as per Expired Agreement	Weekly Base rate of pay as at 1 st pay period after Certification	Weekly Base rate of pay as 1 st pay period after 1 st anniversary of Certification	Weekly Base rate of pay as at 1 st pay period after 2 nd anniversary of Certification
L1 1 st 6 months	\$867.50	\$940.11	\$961.26	\$982.89	\$1,005.01
L1 after 6 months	\$867.50	\$953.85	\$975.31	\$997.26	\$1,019.69
L2	\$893.00	\$967.59	\$989.36	\$1,011.62	\$1,034.38
L3	\$893.00	\$981.38	\$1,003.46	\$1,026.04	\$1,049.12
L4	\$915.00	\$995.23	\$1,017.62	\$1,040.52	\$1,063.93
L5	\$928.00	\$1,011.63	\$1,034.39	\$1,057.67	\$1,081.46
L6	\$953.50	\$1,039.22	\$1,062.60	\$1,086.51	\$1,110.96
L7	\$981.00	\$1,066.69	\$1,090.69	\$1,115.23	\$1,140.32
L8	\$1,006.50	\$1,091.69	\$1,116.25	\$1,141.37	\$1,167.05
L9	\$1,034.50	\$1,119.16	\$1,144.34	\$1,170.09	\$1,196.42

3. WAGES FOR EMPLOYEES COVERED BY STREAM C AWARD

Award Classification Level	Award Rate (per week)	Weekly Base rate of pay as per expired Agreement	Weekly Base rate of pay as at the 1 st pay period after Certification	Weekly Base rate of pay as at 1 st pay period after 1 st anniversary of Certification	Weekly Base rate of pay as at 1 st pay period after 2 nd anniversary of Certification
Building Trades Services					
BW L1A	\$842.50	\$926.26	\$947.10	\$968.41	\$990.20
BW L1B	\$867.50	\$942.76	\$963.97	\$985.66	\$1,007.84
BW L1C	\$867.50	\$953.34	\$974.79	\$996.72	\$1,019.15
BW L1D	\$893.00	\$967.08	\$988.84	\$1,011.09	\$1,033.84
BW L2	\$915.00	\$986.92	\$1,009.13	\$1,031.83	\$1,055.05
BT L1	\$928.00	\$1,011.63	\$1,034.39	\$1,057.67	\$1,081.46
BT L2	\$953.50	\$1,039.22	\$1,062.60	\$1,086.51	\$1,110.96
BT L3	\$981.00	\$1,066.69	\$1,090.69	\$1,115.23	\$1,140.32
Engineering and Electrical/Electronic Services					
C14	\$842.50	\$887.65	\$907.62	\$928.04	\$948.92
C13	\$842.50	\$909.76	\$930.23	\$951.16	\$972.56
C12	\$867.50	\$939.49	\$960.63	\$982.24	\$1,004.34
C11	\$893.00	\$967.08	\$988.84	\$1,011.09	\$1,033.84
C10	\$928.00	\$1,011.63	\$1,034.39	\$1,057.67	\$1,081.46
C9	\$953.50	\$1,039.22	\$1,062.60	\$1,086.51	\$1,110.96
C8	\$981.00	\$1,066.69	\$1,090.69	\$1,115.23	\$1,140.32
C7	\$1,006.50	\$1,091.69	\$1,116.25	\$1,141.37	\$1,167.05
C6	\$1,062.50	\$1,147.24	\$1,173.05	\$1,199.45	\$1,226.43
C5	\$1,092.00	\$1,176.52	\$1,202.99	\$1,230.06	\$1,257.74
C4	\$1,120.00	\$1,207.41	\$1,234.58	\$1,262.35	\$1,290.76
C3	\$1,176.00	\$1,267.65	\$1,296.17	\$1,325.34	\$1,355.16
C2(a)	\$1,204.50	\$1,297.86	\$1,327.06	\$1,356.92	\$1,387.45
C2(b)	\$1,255.00	\$1,352.28	\$1,382.71	\$1,413.82	\$1,445.63

PART E – SIGNATORIES

38 QUILPIE SHIRE COUNCIL

Signed for and on behalf of Quilpie Shire Council:

Chief Executive Officer

Title

Justin Hancock

Signature

Justin Hancock

Print Name

In the presence of:

Sanchit Rathee

Signature

Sanchit Rathee

(Print Name of Witness)

39 CONSTRUCTION, FORESTRY, MINING AND ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND

Signed for and on behalf of The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland:

Assistant State Secretary

Title

Kane Lowth

Signature

Kane Lowth

Print Name

In the presence of:

Emma Eaves

Signature

Emma Eaves

(Print Name of Witness)

40 QUEENSLAND SERVICES, INDUSTRIAL UNION OF EMPLOYEES

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

Secretary

Title

Neil Henderson

Signature

Neil Henderson

Print Name

In the presence of:

Michelle Robertson

Signature

Michelle Robertson

(Print Name of Witness)

41 THE AUSTRALIAN WORKERS' UNION OF EMPLOYEES, QUEENSLAND

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

Queensland Secretary

Title

Stephen Baker

Signature

Stephen Baker

Print Name

In the presence of:

Jeehan Habib

Signature

Jeehan Habib

(Print Name of Witness)