

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016

Blackall-Tambo Regional Council Enterprise Bargaining Agreement 2021-2024

Matter No. B/2024/44

CASUAL LOADING GENERAL RULING 2024

Reprint of Certified Agreement

Following the general ruling made by the Commission in the 2024 Casual Loading application, the *Blackall-Tambo Regional Council Enterprise Bargaining Agreement 2021-2024* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Agreement contained herein is a true and correct copy of the *Blackall-Tambo Regional Council Enterprise Bargaining Agreement 2021-2024* as at 23 September 2024.

Name of agreement: *Blackall-Tambo Regional Council Enterprise Bargaining Agreement 2021-2024*

Operative date of the agreement reprint: 23 September 2024

Operative date of agreement: 22 February 2022

By the Registrar

M. SHELLEY

19 November 2024

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Blackall-Tambo Regional Council

AND

The Australian Workers' Union of Employees, Queensland

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

Queensland Services, Industrial Union of Employees

(Matter No. CB/2022/11)

BLACKALL-TAMBO REGIONAL COUNCIL ENTERPRISE BARGAINING AGREEMENT 2021-2024

Certificate of Approval

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

Name of Agreement: *Blackall-Tambo Regional Council Enterprise Bargaining Agreement 2021-2024*

Parties to the Agreement:

- **Blackall-Tambo Regional Council**
- **The Australian Workers' Union of Employees, Queensland**
- **Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland**
- **Queensland Services, Industrial Union of Employees**

Operative Date: 22 February 2022

Nominal Expiry Date: 30 June 2024

Previous Agreements: *Blackall-Tambo Regional Council Enterprise Bargaining Agreement 2018-2021*

Termination Date of Previous Agreements: 22 February 2022 (Matter No CB/2022/10)

S C PIDGEON
Industrial Commissioner

22 February 2022



Blackall-Tambo
Regional Council

**Enterprise Bargaining
Agreement
2021– 2024**

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1. Title

This Agreement shall be known as the Blackall – Tambo Regional Council Enterprise Bargaining Agreement 2021- 2024

2. Definitions

Parent Awards

The Awards are set out in Clause 4.

Productivity

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

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

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

Consultation

Consultation shall not only be in appearance but in fact. (Refer clause 10)

3. Application of Agreement

This Agreement applies to employees in professional, technical, operational or administrative roles, where relevant. However, this Agreement will not apply to any employee appointed to the position of Chief Executive Officer or Executive Officer pursuant to a written contract of employment where that contract states:

- 'In accordance with clause 4.2(a) and/or 4.2(b) of the *Queensland Local Government Industry (Stream A) Award – State 2017* ("the Award") the parties agree that the Award is not to apply to the employment terms and conditions of the employee.'

The terms and conditions of the relevant awards listed in this Agreement shall apply unless excluded or modified as an express term of this Agreement.

4. Relationship to Parent Awards

This Agreement shall be read and interpreted wholly in conjunction with the terms of the parent awards listed below as they stood as at the certification date of this Agreement.

Provided that where there is any inconsistency between the express terms of this Agreement and the terms of the parent awards listed below as they stood as at the date of certification of this Agreement, the express terms of this Agreement shall take precedence to the extent of the inconsistency.

The parent awards include:

- Queensland Local Government Industry (Stream A), Award – State 2017
- Queensland Local Government Industry (Stream B), Award – State 2017
- Queensland Local Government Industry (Stream C), Award– State 2017

To avoid doubt, should there be changes to the parent awards listed above, it is the intention of the parties that such changes shall not affect the terms of this Agreement. However, the parties commit to discussing transitional arrangements for any subsequent certified agreement should there be changes to the parent awards listed above during the term of this Agreement.

From the date of operation of this Agreement, all other workplace agreements will cease to exist. The exception to this will be BSAs attached as schedules to this Agreement.

5. Parties Bound

The parties to this Agreement are the Blackall – Tambo Regional Council and its employees, the Queensland Services, Industrial Union of Employees (QSU), The Australian Workers' Union of Employees, Queensland (AWU) and the Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU).

6. No Extra Claims

Subject to the terms of this Clause, the parties will not pursue any extra claims for changes in relation to matters dealt with by this Agreement and/or awards read in conjunction with the Agreement during the term of the Agreement.

7. Date and Period of Operation

This Enterprise Bargaining Agreement shall operate, in accordance with its terms, from the first pay period after certification by The Commission (QIRC) and shall have a nominal expiry date of 30 June 2024.

The parties to this Agreement will remain open to exploring the structure and scope of this Agreement to ensure positive outcomes for all employees covered by the Agreement. Council will commence discussions in relation to retaining the current format or moving to separate agreements prescribed in line with the Queensland Local Government Industry Awards with all parties no later than six (6) months before the expiry of this Agreement.

8. Purpose and Objectives of the Agreement

8.1 Purpose

The parties to this Agreement recognise the importance of a viable, efficient and rewarding Local Government service to the economic development and social well-being of the Shire.

This Agreement sets out the framework for simultaneously achieving ongoing productivity and efficiency improvements in the Blackall – Tambo Regional Council and improved working conditions for Council employees.

This Agreement has been negotiated to ensure the continuation of reform processes and to provide a mechanism through which further reforms may occur.

8.2 Objectives of Agreement

This Agreement facilitates a workplace that is responsive to a changing environment. Management and employees can then anticipate and react to pressures from the community, business, and government sectors. Accordingly, it assists Council and its employees to maximise efficiency and effectiveness. This process will include the following elements:

- Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment, and provide rewards and recognition commensurate with these improvements.
- Commit to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and the Council's customers.
- Promote a harmonious and productive work environment through on-going cooperation and consultation.
- Commit to maintaining a healthy and safe work environment.
- Focus on competitiveness to ensure the Council maintains a viable, effective, and secure workforce.
- Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes in order that employees can achieve these objectives.
- The parties will be committed to and cooperate with the terms of this Agreement to ensure its on-going success.

8.3 Enterprise Bargaining Team

As a practical vehicle to facilitate negotiations between employees and Management and to implement this Agreement, an Enterprise Bargaining Team (EBT) has been established. The EBT consists of Management representatives and Union representatives. Management representatives consist of the nominees of the Chief Executive Officer, and the Union representatives will consist of Union officials and staff members appointed as bargaining representatives by their respective Unions.

8.4 Consultative Committee

The implementation of this Agreement is the responsibility of the Executive Management Team.

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end a Consultative Committee shall be established and shall be responsible for the role of coordinating the reforms set out in this Agreement, discussing workplace issues and ensuring effective communication between the parties to this Agreement.

- The Consultative Committee shall meet quarterly or as requested by either party for the purposes of monitoring the implementation of the reforms set out in the Agreement, evaluating any performance indicator(s) established under the Agreement, and to discuss any issues arising from the Agreement.
- The Consultative Committee will be encouraged to identify areas where better work practices could be implemented to improve efficiencies and reduce costs.

- The Consultative Committee will, after the certification of this Agreement, be formed from the Enterprise Bargaining Team (EBT).

No employee will be disadvantaged as a result of activities conducted in accordance with this clause.

9. Dispute Settlement/Resolution

9.1 Dispute Resolution

The objectives of this procedure are the avoidance and resolution of any disagreements.

Any disagreement between the parties shall be subject to the following steps:

At the workplace

Subject to legislation, 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.

No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.

Any disagreement between the parties 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.

- Stage 1 – 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.
- Stage 2 – if the matter is not resolved at stage 1, 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.
- Stage 3 – if the matter remains unresolved after Stage 2, it may be referred to the Chief Executive Officer. This process should not exceed 14 days.
- Stage 4 – if the matter remains unresolved, then either party may refer the matter to the Queensland Industrial Relations Commission (QIRC).

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.

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 give rise to a grievance or dispute. Throughout all stages of the procedures all relevant facts shall be clearly identified and recorded.

10. Consultation

10.1 Council's duty to notify

Prior to any decision 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).

'Significant effects' includes 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.

Where the Award makes provision for alteration of any of the matters referred to in this clause 10.1, an alteration shall be deemed not to have significant effect.

10.2 Council's duty to consult

Council shall consult the employees affected, and where relevant, their Union or Unions, about the introduction of the changes and the effects the changes are likely to have on employees. This includes the number and categories of employees likely to be dismissed, 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 alternative employment).

The consultation shall occur as soon as practicable prior to the decision referred to above.

For the purpose of such consultation, Council shall provide in writing to the employees concerned and, where relevant, their Union or Unions who are a party to the Blackall – Tambo Regional Council Enterprise Bargaining Agreement, 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.

However, the Council shall not be required to disclose confidential information, the disclosure of which would be averse to Council's interests.

11. Security of Employment

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

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

- Council will use contractors where the work volume is beyond the capacity of Council resources or existing staff.
- Contractors will also be used where the type of work or specialisation required is beyond the capacity of Council resources or existing staff.
- Contractors will also be used in circumstances where it is more cost effective to deliver quality services. Council will, if requested by the Consultative Committee, provide details of this usage.

- 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.
- Council shall ensure that the contractual arrangements are such that the wages and conditions of those employees are not in breach of any State Regulations, Acts or relevant Awards pertaining to their employment.

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.

If a service is already outsourced by contract at the time of signing of this Agreement, then that service will not be affected.

12. Redundancy

12.1 Consultation before terminations

- (a) Where Council decides 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, Council shall consult the employee directly affected and where relevant, their Union or Unions that are a party to the Blackall – Tambo Regional Council EBA.
- (b) The consultation shall take place as soon as it is practicable after Council has made a decision, which will invoke the provisions of sub-clause (a) 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.
- (c) For the purpose of the consultation Council shall, as soon as practicable, 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. However, 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 averse to Council's interests.

12.2 Redeployment and Retraining

- (a) Where positions are identified as redundant all efforts will be made to maintain the employment of affected employees. This will be achieved through redeployment and retraining.
- (b) Council shall provide employees with a two week period to consider redeployment opportunities. During this period, employees will be able to access appropriate support or new employment opportunities (e.g. Employee's Assistance Program/ Job Interviews/ Financial or other advice) without loss of pay to a maximum of two days (or such further period as may be approved by the Chief Executive Officer or Delegated Officer).

12.3 Redundancy

Where redeployment or retraining is not practical, redundancy will be offered to directly affected employees in the first instance. Expressions of Interest will be called for from employees within the affected roles.

12.4 Job Swap and Voluntary Redundancy

If sufficient Expressions of Interest are not received and accepted through clause 12.3 above, Council will seek Expressions of Interest for job swap and voluntary redundancy across all roles with similar skills or qualifications within Council. Council has no obligation to accept any Job swap or Voluntary Redundancy application.

12.5 Time off during notice period

- (a) Where a decision has been made to terminate an employee's employment 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 will be sufficient.

12.6 Severance pay

A severance benefit of two (2) week's pay per year of service and a proportionate amount for an incomplete year paid at the employee's ordinary time rate of pay. The minimum payment is four (4) week's pay and the maximum is 52 weeks.

12.7 Employees with less than one year's service

This Clause shall not apply to employees with less than one year's continuous service and the general obligation on 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.

12.8 Employees exempted

This Clause shall not apply:

- where employment is terminated as a consequence of misconduct on the part of the employee; or
- to employees engaged for a specific period or task(s); or
- to casual employees; or
- if Council obtains acceptable alternative employment for an employee that does not involve relocation from Blackall to Tambo and vice versa.

13. Facilitative Hours Provision

13.1 Ordinary hours of work and rostering

For the purpose of the Blackall – Tambo Regional Council Enterprise Bargaining Agreement, ordinary hours of work per week under this Agreement will be in accordance with the relevant parent awards which provide for 38 hours per week or provide for 36.25 hours per week.

13.2 Types of Employment

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

13.2.1 Full-Time

For the purpose of this Agreement;

Full time employment is equivalent to either 36.25 hours or 38 hours per week dependent on Award coverage.

13.2.2 Part-Time

For the purpose of this Agreement;

- Part time employment is to be based on a regular number of hours averaging less than 38 per week or 36.25 (whichever stream applies).
- The parties agree that to enhance the productivity of Council and/or the needs of employees, either the ordinary spread of hours or the days worked can be varied by mutual agreement, to take into account operational demands and requirements and/or the needs of employees, without incurring penalties.
- To be quite clear, this allows for Council and/or the employee to change either the day/s worked and/or the start/finish times within the agreed spread of hours in “span of ordinary hours” clause. It does not allow for reducing the agreed hours per week and does not allow for increasing the agreed hours per week beyond the agreed Award arrangements without paying the appropriate penalty rates.
- Part time employment does not decrease conditions and/or entitlements.

13.2.3 Casual

For the purpose of this Agreement, a Casual employee is as defined by the relevant award, is employed on an hourly basis, and whose employment is subject to termination at any time without notice.

Where for a period of greater than six months a casual employee is working on a permanent basis as part of a regular roster, then the position will be made permanent, either full time or part time. If converted to part time, the employee’s contracted hours will reflect the average pattern of hours worked over the previous six months.

13.2.4 Fixed Term

The parties recognise that Council may at various times be required to employ staff on a fixed term basis. This requirement would come about under but not limited to the following circumstances:

- Where the position is only required for a set time;
- Where the position is only required for the life of a project;

- Where the position is only created for the life of a set amount of funding (e.g. some government services)

Where an employee is engaged on a fixed term basis and the engagement is extended beyond 24 months due to program or funding, the employee will have the opportunity to convert to permanent employment as per casual conversion provisions.

13.2.5 Job Sharing

Any permanent full time position may be filled by two employees on a job sharing basis where job sharing is convenient to the requirements of the position and there is agreement between the employees and the Council.

Employees so employed shall be entitled to all leave as prescribed by the relevant Award on a pro rata basis.

All such appointments made shall be subject to a half yearly review process in order to assess the effectiveness of the position being performed in this manner. Movement to the next highest salary point within a level will occur, subject to satisfactory performance appraisal, at yearly intervals.

13.3 Days on which ordinary hours can be worked

Except as otherwise provided, days on which an employee's ordinary hours can be worked are Monday to Friday.

Days on which ordinary hours for employees in the following roles or work areas can be worked are Monday to Sunday (5 in 6, or 5 in 7 working): Ordinary time worked on Saturday and/or Sunday would attract the relevant penalty rates as per the Award.

- aerodromes/airports;
- caretakers/hall organisers;
- cleaners;
- community services/recreation centres;
- information centres/tourism services;
- garbage, sanitary and sullage services;
- local law enforcement;
- libraries;
- livestock and saleyards.

13.4 Span of ordinary hours

The span of ordinary hours of work on a day on which ordinary hours can be worked will be between 5.00 am and 8.00 pm.

13.5 Maximum ordinary hours in a day

An employee covered under Streams B and C Awards may work up to a maximum of 10 ordinary hours on any day/shift (excluding unpaid meal breaks) by agreement between the Council and employee, e.g. where it is required to finish a job in a short time the roster may include 3 days at 10 hours and 1 day at 8 hours followed by extra days off.

13.6 Rosters and changes to rosters

Where necessary, a roster for full-time and part-time employees showing normal starting and finishing times and the surname and initials of each employee will be prepared by the relevant supervisor and will be made available to employee/s at their request.

A roster can be altered by mutual consent at any time and may be altered by Council on seven days' notice.

Where practicable, two weeks' notice of rostered day or days off should be given provided that the days off may be changed by mutual consent or through illness or other cause over which Council has no control.

13.7 Flexible working arrangements

The parties are committed to providing for more flexible working arrangements, enhancing the productivity of Council, improving the quality of working life, enhancing skills and job satisfaction, and assisting positively in the operation of Council.

The parties agree that there is a need to address workplace efficiencies and effectiveness and agree to investigate further flexible working arrangements, and continue existing arrangements, provided the increased flexibility contributes to greater productivity.

This flexibility is not to be unreasonably withheld.

These flexible working arrangements may include:

- Span of hours;
- Rostering and Work Cycles – e.g. (9 on 5 off);
- Accrued and rostered days off;
- Other matters by mutual consent.

The parties commit themselves to the following principles:

- Creating opportunities for employees which allow advancement based on skill / qualification / competencies acquisition, use of such skill / qualification / competencies and the requirement to perform such functions.
- Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the classification structure of this Agreement, provided that such duties are not designed to promote de-skilling.
- Council may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained (competent) in the use of such tools and equipment.
- The parties agree that there is a need to address workplace efficiencies, effectiveness and services so that Council and its employees improve their future efficiency and effectiveness.
- The parties agree that adequate consultation and communication provide a major contribution to efficient, flexible and productive employee and management practices.
- It is agreed that the need for proper consultation and communication extends to ensuring continued effective communication between all levels, catering for an information flow between management and employees.
- Acceptance in principle that changed structures may be more suitable for the needs of Council, reflecting the different skill / competency levels of the tasks to be performed and which shall incorporate the ability for an employee to perform a wider range of duties where appropriate.
- Co-operation in the transition from current structures and definitions to new structure without creating false expectations or disputation.

- The Council will keep employees informed and will consult with affected employees/unions of any;
 - proposed changes to the organisational structure of the Council; or
 - introduction of new technology; or
 - any other matter which may have a significant impact on work practices.

Council will give prompt consideration to matters raised by the employees/unions following consultation.

13.8 Business Specific Agreements (BSA)

The parties agree that it is appropriate to provide for a process that enables Council Business units or individuals to develop and implement working arrangements suited to the needs of the workgroup or task(s) in hand.

Where the employees to be directly affected and Council mutually agree on the need for such arrangements the following process shall be applied;

- the employees directly affected, and management shall consult and agree on the arrangements to be implemented, which shall be documented. Employees may consult with their nominated representative(s) prior to finalising the arrangements.
- The agreement to be signed off by relevant parties to this agreement, consultative committee and/or employees affected.
- All BSAs (if any) shall form part of this Agreement and be appended as schedules to this Agreement.

For the purpose of this Agreement, the provisions within the BSAs attached as part of this Agreement shall prevail above those of this Agreement where there is conflict.

Important principles behind the working arrangements are:

- Such arrangements meet operational requirements.
- Agreement has been obtained from majority affected employees.
- Approval has been obtained from management.

13.9 Family Friendly Working Arrangements

All family friendly working arrangements are to be by mutual agreement between the employee and Council and at the request of the employee.

To enhance the opportunity for staff to reconcile work and family life and thereby contribute to improved work satisfaction, morale, and consequently to the increased effectiveness and efficiency of operations to the mutual benefit of Council and staff, Council will consider employee requests covering the introduction of family friendly flexible working arrangements.

In considering these requests the parties agree that any arrangement:

- Operates in a fair and consistent manner as is possible taking into consideration the requirements of each person's job;
- Is feasible;
- Includes a monitoring and evaluation mechanism; and
- Operates to ensure there is no loss of the level of responsiveness and quality of service to both the public and other officers.

13.10 Rostered Days Off (RDO)

13.10.1 Outside Staff

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

The rostered day off may be the alternate week for different sections of the workforce; e.g. Blackall one week and Tambo the alternate week and/or Construction one week and Maintenance the alternate week within each depot.

Generally, no banking of RDOs will be permitted, however Council may request employees to work their RDO of which up to three (3) days are to be banked and used during the annual closedown. All worked RDOs in excess of three (3) days are to be paid at overtime rates.

Also, upon the request of an employee or management representative, a rostered day off can be reallocated to a different day with the agreement of a majority of staff within a work group. This decision would then apply to all staff within the work group.

This clause shall not preclude the parties agreeing to a different work cycle depending on operational circumstances and in line with the flexibility arrangements.

13.10.2 Inside Staff

Employees associated with the inside operations of Council will work a nineteen (19) day month. This work cycle will provide one (1) rostered day off each four (4) weeks of work.

Generally, no banking of RDOs will be permitted, however in line with the flexibility previously agreed to, employees may bank up to three (3) days, to be used during the annual closedown.

Also, banked RDOs may be taken at any other time subject to agreement between the employee and supervisor. All RDOs will be available when required, subject to employees giving at least one (1) weeks' notice in writing to their supervisor, and provided that Council operations and provision of services are not interrupted or rendered less efficient or costlier.

This clause shall not preclude the parties agreeing to a different work cycle depending on operational circumstances and in line with the flexibility arrangements.

13.11 Time Off in Lieu (TOIL)

Overtime can only be worked with the prior approval of Management. Any overtime worked by employees covered by this Agreement shall be paid at the appropriate penalty rate. However, where the employee elects to take time off in lieu of such overtime, and the employer agrees, they shall be allowed time off duty for the number of hours worked on overtime.

Such time off shall be on a one for one basis, paid at the ordinary time rate of pay, and may be taken at any time subject to the following conditions:

- The employee has accumulated an appropriate amount of 'Time Accrued' at the commencement of the day upon which the period of accrued time off is required;
- Operational needs are to be considered when time off is granted and an employee's time off will only be approved when it doesn't impose on operational demands.
- Prior approval of the supervisor has been obtained. Where four (4) or more hours accrued time off is to be taken, such requests must be submitted to the supervisor with at least 24 hours' notice.

- In the case of an emergency an employee may contact their manager and arrange to take this time off without 24 hours' notice.

Generally, time off in lieu of overtime shall be given and taken within three (3) months of the occurrence of the overtime, however with management approval time off in lieu, up to a maximum of three (3) days may be banked for longer than three (3) months for use during the annual closedown period. The combined annual closedown banked time, be it RDO and/or TOIL, cannot exceed the three (3) days.

All other time off in lieu not taken within three (3) months of accrual will be paid out at single time.

Where time off in lieu is not granted by the Council within the prescribed three (3) month period, the time off shall be paid to the employee at the applicable penalty rate.

Banked time, whether it be RDOs and/or TOIL must be used prior to taking of annual/long service leave.

13.12 Annual Closedown

It is the intention of Council to have an annual close down for all, apart from essential services and Council operations over the Christmas/New Year period.

Employees will be required to take annual leave over this period, providing banked RDO/TOIL is utilised first. If there are no entitlements available, leave without pay will be available on approval from the CEO.

13.13 Extraordinary Event Closedown

At the discretion of the CEO and in consultation with the Consultative Committee, Council may occasionally require a compulsory close down for a maximum one (1) week due to an extraordinary event. This can only be on one occasion per annum and will not occur unless deemed absolutely necessary by the CEO. During this time, employees will not need to utilise annual leave; however, Council may utilise the 3 banked RDOs accumulated by employees and the monthly RDOs referred to in the Wet weather clause of this Agreement.

14. Remuneration and Benefits

14.1 Salary Increase

Council agrees to pay employees a salary increase as detailed below during the term of the Agreement. The salary increase will be applied on the first full pay period follow the specified date:

- 2.5% on the first full pay period following certification by the QIRC and back paid to 1 September 2021;
- 2.5% on the first full pay period following 1 July 2022, and
- 2.5% on the first full pay period following 1 July 2023.

In any year should the QIRC hand down a higher wage determination than that of this Agreement, the QIRC percentage will apply in place of the above.

14.2 Salary Packaging/Salary Sacrifice

All employees covered by this Agreement shall be entitled to salary sacrifice.

The salary, for Superannuation purposes, applying to the employee, shall comply with current taxation and Superannuation rules guidelines.

The costs of any outgoings that might be incurred by Council in a salary sacrifice arrangement shall be borne by the employee.

The employee may sacrifice any amount of their salary, subject to them providing an undertaking to Council that they have been advised to seek advice from an appropriately qualified financial advisor.

Council will not provide salary packaging advice to employees.

14.3 Classification and Salary Increments

14.3.1 Classification

Council positions will be classified in accordance with the level definitions provided for in the relevant awards, and the provisions set out below, and employees shall be appointed to these positions.

Position descriptions shall be used as the primary source of classifying positions. Council will provide to each employee a position description which clearly and accurately identifies, as a minimum:

- the purpose of the position;
- the responsibility level of the position;
- the skills, knowledge, experience, qualifications and/or training required;
- the organisational relationship of the position;
- the accountability/extent of authority of the position; and
- the health and safety responsibilities.

The employee may request for their current classification level to be re-evaluated when the employee believes, and their manager agrees, that there have been changes to the duties and responsibilities to such an extent that it has become undervalued.

14.3.2 Salary Movement

For internal staff, movement to the next highest salary point within a level will be by annual increment subject to satisfactory performance for the previous twelve months.

For new external staff covered by the Local Government Industry Award (Streams B & C); after 12 months satisfactory service, they will be moved to level 3 classification.

14.3.3 Broad banding

The positions of Foreman in the two works units located in Blackall & Tambo and the position of Foreman in the Plant/Workshops unit in Blackall will be broad banded into level 4-5 of the Stream A Award. Employees who are appointed to these positions will have the opportunity to advance based on qualifications and experience. Council will establish the criteria for advancement from level 4 to level 5.

14.4 Allowances

14.4.1 Clothing Allowance

(a) Works Staff

Council will provide to all Works Staff required to wear corporate clothing, the following items as an initial issue:

- Five (5) safety shirts; (type subject to WH&S advice)
- Five (5) pairs of pants; (type subject to WH&S advice)
- One (1) hat for sun protection;
- One (1) jacket suitable for winter wear;
- Two (2) pairs of overalls or five (5) pairs of long trousers for Workshop Staff;
- One (1) pair of safety boots to a maximum value of \$200 inclusive of GST;
- One (1) pair tinted safety glasses.

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

Employees provided with the corporate clothing are required to wear the corporate clothing on all occasions during work periods.

(b) Administrative Staff

If Council requires their administrative staff to wear a Council approved uniform, such administrative staff will purchase the approved uniform and charge the purchases to Council up to a value of \$500.

This allowance will only apply to permanent full-time employees, and on a pro-rata basis for permanent part-time employees. If the part time employee works a 5-day week, then on a case by case basis, the CEO may review the pro-rata basis.

14.4.2 Tool Allowance

An employee who is employed as a tradesperson and is required to supply and use their own tools shall be paid \$25.00 per week in addition to the rates prescribed by this Agreement.

This allowance shall not be paid whilst the employee is absent on annual leave, or absent from work without pay for a period of one week or more.

The payment of a tool allowance is not applicable when the tools are supplied by Council.

14.4.3 Meal Allowance

A meal allowance is paid 2 hours after the ceasing time of the shift and at each 4 hours thereafter. It is agreed that the meal allowance applying to all employees will be \$15.00.

14.4.4 Higher Duties

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

14.4.5 Wet Weather

Meaningful work shall be carried out during wet weather. Supervisors shall maintain a register of suitable works that can be carried out during wet days so that time is not lost in allocating appropriate work.

In the event it is too wet to work and no meaningful work can be done, one day per month shall be taken, if required, as an RDO. One day's notice is to be given that a specific day is to be taken as an RDO, and the designated day for the RDO shall then be worked as a normal working day. A maximum of five (5) wet days per year can be converted to an RDO.

In the event that a wet day is taken as an RDO, Supervisors shall have the discretion to permit an employee to work the RDO provided that meaningful work can be performed.

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.

14.4.6 Service Time

If plant and vehicle Service Time is not worked, or is carried out during ordinary working hours, service overtime is not to be claimed or paid.

14.4.7 Employee Development

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 is committed to training staff and developing a more highly skilled and flexible workforce. Training and skill development, where possible, is to be carried out in normal working hours, and where possible travel will be undertaken during normal business hours.

It is acknowledged that training is of mutual benefit for both Council and the Employee. As such, any training provided outside of working hours shall be accrued or paid at ordinary time.

Council agrees to pay and recognise all reasonable costs and time off incurred when employees are required to attend courses, lectures and other agreed activities which: -

- satisfy organisational development needs;
- are directly related to employee work areas;
- provide skills appropriate to employees' career paths;
- are required to provide professional/trade credentials, and which shall be reimbursed by Council provided that this does not contravene any existing Award provision which provides for a higher or better entitlement.

14.4.8 Travel

All reasonable travelling and/or out-of-pocket expenses including meals incurred by an employee in the course of the employee's duties shall be reimbursed.

An employee required to travel as part of the employee's duties at hours outside the prescribed ordinary hours of work shall be paid for such traveling time at ordinary rates Monday to Friday inclusive and at time and a half on Saturdays, Sundays and Public Holidays, provided that such payment shall not exceed the ordinary hours on any day. However, where the travelling time outside the prescribed ordinary hours follows the working of overtime, employees will be paid such travel at time and a half.

However, if an employee attends a conference/seminar which is approved by Council, but not essential to the employee's role, and travel to the conference/seminar requires the officer to travel outside of normal working hours, such travel may be undertaken on the officer's own time; that is, no labour cost will be incurred by Council by the traveling outside of normal working hours. Council will be responsible for all reasonable costs associated with the accommodation/bus fares/airfares/motor vehicle costs/meals, etc. of the employee attending the conference/seminar.

14.4.9 Use of Private Motor Vehicle

Where an employee is required to use a private motor vehicle for Council business or on work related travel, the employee is entitled to an allowance (as per the rate set by the Australian Tax Office).

15. Leave

15.1 Bereavement and Compassionate Leave

Employees may be granted up to a maximum of five (5) days off work where a member of their immediate family dies or suffers a life-threatening illness or injury (as defined by the QES). These five (5) days shall be comprised of two (2) days bereavement and compassionate leave on each occasion, plus part of their leave entitlements to a maximum of three (3) days with sick leave entitlements being accessed first.

Employees may be granted up to two (2) days leave from sick leave entitlements on each occasion where the deceased person is a relative but falls outside the definition of an immediate family member (as defined by the award).

The taking of bereavement and compassionate leave shall be subject to the production of evidence satisfactory to the Chief Executive Officer or the completion of a statutory declaration, if so requested.

Access to bereavement and compassionate leave in other circumstances may be available subject to the agreement of the Chief Executive Officer.

15.2 Annual Leave

From certification of this Agreement, annual leave entitlements will apply equally to all employees and will be five (5) weeks per year.

- For calculation purposes, 1 day is defined as 7.25 hours or 7.6 hours based on the applicable Award;

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

Annual Leave due shall be taken within two (2) years of the due date unless Council approves accrual beyond two (2) years.

15.3 Long Service Leave

Long service leave rules will continue to apply equally to all employees and will be as follows:

- Thirteen weeks paid long service leave after completing 10 years of continuous service; and

- A further 13 weeks after a further 10 years of service.
- An employee shall be paid pro-rata long service leave after 7 year's continuous service.
- For calculation purposes 1 day is defined as 7.25 hours or 7.6 hours based on each employee's stream of the Award.

Long service leave usage will be administered as per Council's Long Service Leave policy.

15.4 Sick Leave

Employees will be entitled to sick leave as follows:

- 15 days sick leave will be available per annum for each year of service;
- For calculation purposes 1 day is defined as 7.25 hours or 7.6 hours based on the applicable Award;
- The operative date for the purpose of this clause is the date of certification of this Agreement for employees of Blackall – Tambo Regional Council.

Through the Joint Consultative Committee, Council will investigate implementing a Personal Leave (sick leave) payout scheme to be considered in the next EBA or earlier if Council approves.

15.5 Access to Sick Leave for Top Up Payments

During the life of this Agreement, sick leave entitlements may be used to 'top up' workers compensation payments, to the amount of the employee's ordinary salary prior to the illness or injury.

Conditions applying to access 'top up' are as follows:

- Top up payments may only be topped up via an employee's existing accrued sick leave balance.
- Top up provisions can only apply from the end of the first 26 weeks of incapacity.
- Employees must make a written application to the CEO before any 'top up' arrangement is implemented.

15.6 Leave without Pay

After 12 month's satisfactory service, leave without pay for special circumstances will be available to all employees at the discretion of the Chief Executive Officer up to a maximum of one year, and such leave will not constitute a break in the continuity of service of the employee.

Leave without pay for periods greater than six (6) months under these circumstances is on the understanding that Council may backfill the position, and that the employee on their return, will be placed in a relative vacancy at their same rate of pay if possible, and not necessarily in their previous position. For periods less than six (6) months Council will return the employee to their previous position.

This will be administered as per Council policy.

15.7 Parental Leave

Staff who qualify for parental leave may gain additional access to annual leave and long service leave as prescribed below:

- Staff may nominate to take annual leave as part of their parental leave on the basis of doubling their current available annual leave days and being paid at half pay; and /or
- Staff eligible for long service leave after seven years may nominate to take their long service leave as part of their parental leave on the basis of doubling their current available long service leave days and being paid at half pay in accordance with the terms of this Agreement.
- The combination of annual leave at half-pay and early access to long service leave at half pay together with unpaid parental leave shall not exceed 52 weeks in total.

This can either be taken concurrently or following the taking of the new federal government paid parental leave scheme.

15.8 Domestic Violence Leave

Employees may be granted up to a maximum of ten (10) days off work per Calendar Year where the employee has: -

- Experienced domestic violence; and
- The employee needs to take domestic and family violence leave as a result of the domestic violence.

This leave entitlement is not cumulative from year to year.

Domestic and Family Violence Leave is (as defined by the QES)

15.9 Natural Disaster Leave

Employees who are prevented from attending their normal place of work because of floods, fire or severe storms shall be permitted to access up to 5 days annual, long service or unpaid leave as well as any accrued banked RDOs or TOIL, per calendar year for the period of isolation.

Where an employee is able to work from home and/or complete training Council may request the employee perform these duties, prior to approving leave.

15.10 State Emergency Services/Rural Fire Brigade

Where an employee is a member of the Emergency Services (including Rural Fire Brigade) and is required during working hours to attend an emergency, there will be no loss of ordinary time pay for the period agreed to by Council.

Council has no responsibility for any expenses incurred during the employee's absence to conduct emergency work. The period of leave must be approved by Council and such leave will be recognised for the accrual of entitlements.

On approach from SES or Rural Fire Brigade, an employee may be granted leave for training purposes provided such training is in line with Council's Training Policy.

16. Other Conditions

16.1 Employment Relations

16.1.1 Union Encouragement

Council recognises its responsibility under the Full Bench of the Queensland Industrial Relations Commission issued “Statement of Policy on Union Encouragement” (reported V165QGIG Folio 221) that encourages an employee to join and maintain financial membership of the Union.

16.1.2 Documentation to be provided by Employer

At the point of engagement, the Employer shall advise employees that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the Employer in a place readily accessible by the employee.

The Employer shall also identify the existence of a Union encouragement clause in this Agreement.

16.1.3 Union delegates

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.

The Employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

16.1.4 Deduction of union fees

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.

16.1.5 Trade Union Training Leave

Paid leave of absence of up to five (5) days per calendar year may be granted to employees who are recognised Union delegates to attend trade union training, ACTU or specific union courses approved by the Branch Executive of the union, provided that the operations of Council will not be unduly disrupted.

16.1.6 Trade Union Entry to the Workplace

Following consultation with relevant management, authorised officers of the Union will have rights of access and entry to the premises of Council in accordance with the Industrial Relations Act 2016. Examples of this may be as follows:

- meeting with workplace delegates;
- meeting with members of staff, and
- meeting with relevant management team members on matters associated with this Agreement or current industrial workplace issues.

16.2 Alcohol/Drug Testing

Council may carry out random testing of employees, during their duty hours, for substance-induced impairment. Such testing shall be regulated by Council policy.

17. Schedule 1 – Salary / Wage Rates

17.1 Local Government Industry (Stream A) Award – State 2017

Administrative

LEVEL	Sept 2020 EBA Rate	+ 2.5% Increase after Certification 2021	+ 2.5% increase July 2022	+ 2.5% Increase July 2023
8.5	1839.7987	1885.7936	1932.9385	1981.2619
8.4	1800.7493	1845.7680	1891.9122	1939.2100
8.3	1761.6999	1805.7424	1850.8859	1897.1581
8.2	1722.6504	1765.7167	1809.8596	1855.1061
8.1	1683.6010	1725.6911	1768.8333	1813.0542
7.3	1644.5516	1685.6654	1727.8070	1771.0022
7.2	1644.5516	1685.6654	1727.8070	1771.0022
7.1	1603.3328	1643.4161	1684.5015	1726.6141
6.3	1603.3328	1643.4161	1684.5015	1726.6141
6.2	1545.3010	1583.9336	1623.5319	1664.1202
6.1	1498.1163	1535.5692	1573.9585	1613.3074
5.3	1448.7622	1484.9813	1522.1058	1560.1584
5.2	1448.7622	1484.9813	1522.1058	1560.1584
5.1	1421.1022	1456.6298	1493.0455	1530.3716
4.4	1392.8999	1427.7224	1463.4154	1500.0008
4.3	1392.8999	1427.7224	1463.4154	1500.0008
4.2	1365.7822	1399.9268	1434.9249	1470.7981
4.1	1338.6646	1372.1312	1406.4345	1441.5953
3.4	1318.0552	1351.0065	1384.7817	1419.4012
3.3	1309.9199	1342.6679	1376.2346	1410.6404
3.2	1282.8022	1314.8723	1347.7441	1381.4377
3.1	1282.8022	1314.8723	1347.7441	1381.4377

LEVEL	Sept 2020 EBA Rate	+ 2.5% Increase after Certification 2021	+ 2.5% increase July 2022	+ 2.5% Increase July 2023
2.4	1255.6846	1287.0767	1319.2536	1352.2349
2.3	1255.6846	1287.0767	1319.2536	1352.2349
2.2	1230.1940	1260.9488	1292.4725	1324.7844
2.1	1203.6187	1223.7092	1264.5519	1296.1657
1.6	1179.2128	1208.6931	1238.9104	1269.8832
1.5	1165.6540	1194.7953	1224.6652	1255.2818
1.4	1144.5022	1173.1148	1202.4426	1232.5037
1.3	1144.5022	1173.1148	1202.4426	1232.5037
1.2	1120.0963	1148.0987	1176.8012	1206.2212
1.1	1095.6904	1123.0827	1151.1598	1179.9388

Casual loading (plus 25% of the applicable rate)

17.2 Local Government Industry (Stream B) Award – State 2017 Operational

LEVEL	Sept 2020 EBA Rate	+ 2.5% Increase after Certification	+ 2.5% Increase July 2022	+ 2.5% Increase July 2023
9	1282.8022	1314.8723	1347.7441	1381.4377
8	1255.6846	1287.0767	1319.2536	1352.2349
7	1230.1940	1260.9488	1292.4725	1324.7844
6	1203.6187	1233.7092	1264.5519	1296.1657
5	1179.2128	1208.6931	1238.9104	1269.8832
4	1165.6540	1194.7953	1224.6652	1255.2818
3	1144.5022	1173.1148	1202.4426	1232.5037
2	1144.5022	1173.1148	1202.4426	1232.5037
1				

Casual loading (plus 25% of the applicable rate).

17.3 Local Government Industry (Stream C) Award – State 2017
Engineering

LEVEL	Sept 2020 EBA Rate	+ 2.5% Increase after Certification	+ 2.5% increase July 2022	+ 2.5% Increase July 2023
C10 100%	1179.2128	1208.6931	1238.9104	1269.8832

Casual loading (plus 25% of the applicable rate).

- App. Yr. 1 (40% OF C10)
- App. Yr. 2 (55% OF C10)
- App. Yr. 3 (75% OF C10)
- App. Yr. 4 (90% OF C10)
- App. Yr. 1 (ADULT-75%C10)
- App. Yr. 2 (ADULT-80%C10)
- App. Yr. 3 (ADULT-84%C10)
- App. Yr. 4 (ADULT-90%C10)

17.4 Local Government Industry (Stream C) Award – State 2017
 Building Trades Service

LEVEL	Sept 2020 EBA Rate	+ 2.5% Increase After Certification	+ 2.5% Increase July 2022	+ 2.5% Increase July 2023
BT3	1230.1940	1260.9488	1292.4725	1324.7844
BT1 100%	1179.2128	1208.6931	1238.9104	1269.8832

Casual loading (plus 25% of the applicable rate)

- App. Yr. 1 (40% OF BT1)
- App. Yr. 2 (55% OF BT1)
- App. Yr. 3 (75% OF BT1)
- App. Yr. 4 (90% OF BT1)
- App. Yr. 1 (ADULT-75% BT1)
- App. Yr. 2 (ADULT-80% BT1)
- App. Yr. 3 (ADULT-84% BT1)
- App. Yr. 4 (ADULT-90% BT1)

17.5 Local Government Industry (Stream A) Award – State 2017
Children’s Services & Early Childhood Education

LEVEL	Sept 2020 EBA Rate	+ 2.5% Increase After Certification	+ 2.5% Increase July 2022	+ 2.5% Increase July 2023
Assist CSW Unqual Y1	1120.10	1148.1025	1176.8051	1206.2252
Assist CSW Unqual Y2	1144.50	1173.1125	1202.4403	1232.5013
Assist CSW Unqual Y3	1165.65	1194.7913	1224.6610	1255.2776
CSW 1 Yr Qual Yr 1	1235.62	1266.5105	1298.1733	1330.5276
CSW 1 Yr Qual Yr 2	1255.14	1286.5185	1318.6815	1351.6485
CSW 1 Yr Qual Yr 3	1282.80	13141.8700	1347.7418	1381.4353
GL 1 Yr Qual Y1	1309.92	1342.6680	1376.2347	1410.6406
GL 1 Yr Qual Y2	1338.66	1372.1265	1406.4297	1441.5904
GL 1 Yr Qual Y3	1338.66	1372.1265	1406.4297	1441.5904
GL 2 Yr Qual Y1	1392.90	1427.72	1463.42	1500.00
GL 2 Yr Qual Y2	1421.64	1457.18	1493.61	1530.95
GL 2 Yr Qual Y3	1448.76	1484.95	1522.10	1560.16

Casual loading (plus 25% of the applicable rate)

17.6 Local Government Industry (Stream B) Award – State 2017
Aged Care Services – Other than Nursing

LEVEL	Sept 2020 EBA Rate	+ 2.5% Increase After Certification	+ 2.5% Increase July 2022	+ 2.5% Increase July 2023
Personal Care Attendant	1120.10	1148.1025	1176.8051	1206.2252
Gardener	1120.10	1148.1025	1176.8051	1206.2252
Domestic Assistant	1120.10	1148.1025	1176.8051	1206.2252

Casual loading (plus 25% of the applicable rate).

18. Signatories

EXECUTED as an agreement.

SIGNED for and on behalf of the **Blackall-Tambo Regional Council** by the Chief Executive Officer)
In the presence of)

Signature

Des Howard

Date 14.1.2022

6 Coronation Drive, Blackall QLD 4472

Signature of witness

Andrea Saunders
Name of witness (print)

SIGNED for, and on behalf of the **Australian Workers' Union of Employees, Queensland**, and as a representative of Employees, by an authorised officer in the presence of:

Signature of authorised officer

Stephen Kenneth Baker
Name of authorised officer

Date 18 January 2022

Signature of witness

Jeehan Habib
Name of witness (print)

Address of authorised officer

Office held

SIGNED for, and on behalf of the **Construction, Forestry, Mining and Energy, Industrial Union of Employees,**
and as a representative of Employees, by an authorised officer in the presence of:

Signature of authorised officer

Jade Ingham
Name of authorised officer

18.01.2022
Date

Signature of witness

Emma Eaves
Name of witness (print)

Address of authorised officer

Office held

SIGNED for, and on behalf of the **Queensland Services, Industrial Union of Employees** and as a representative of Employees, by an authorised officer in the presence of:

Signature of authorised officer

Neil Henderson
Name of authorised officer

19/1/22
Date

Signature of witness

Kathleen Margaret Cotter
Name of witness (print)

Address of authorised officer

Office held