

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Balonne Shire Council

AND

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

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

Queensland Services, Industrial Union of Employees

The Australian Workers' Union of Employees, Queensland

(Matter No. CB/2024/104)

Balonne Shire Council Certified Agreement 2024

Certificate of Approval

On 24 January 2025, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016* (Qld):

Name of Agreement: **BALONNE SHIRE COUNCIL CERTIFIED AGREEMENT 2024**

Parties to the Agreement:

- Balonne Shire Council
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- Queensland Services, Industrial Union of Employees
- The Australian Workers' Union of Employees, Queensland

Operative Date: 24 January 2025

Nominal Expiry Date: 31 August 2027

Previous Agreement: **Balonne Shire Council Certified Agreement 2024**

Termination Date of Previous Agreement: 24 January 2025

By the Commission

J.M. POWER
Industrial Commissioner

24 January 2025



Balonne Shire Council Certified Agreement 2024

Table of Contents

1.0	Title.....	4
2.0	Parties Bound.....	4
3.0	Application.....	4
4.0	Date and Period of Operation	4
5.0	Relationship to Parent Awards.....	4
6.0	Renegotiation	4
7.0	No Extra Claims	5
8.0	Objectives of Agreement.....	5
9.0	Consultation and Communication	5
10.0	Dispute Resolution	5
11.0	Productivity.....	5
12.0	Productivity Measurement.....	6
13.0	Span of Ordinary Hours	6
14.0	Major Projects Agreements (MPA).....	6
15.0	Individual Flexibility Agreements (IFA).....	7
16.0	Local Area Work Agreements (LAWA)	7
17.0	No Disadvantage.....	8
18.0	Locality Allowance.....	8
19.0	Training/Professional Development/Representative Meetings	8
20.0	Wage Increase	8
21.0	Superannuation	8
22.0	Part Time Employment.....	8
23.0	Stream B – Non-standard Classification Arrangements	9
24.0	Salary Sacrifice	9
25.0	Bereavement Leave	9
26.0	Leave Transfer	10
27.0	19 Day Month and 9 Day Fortnight	10
28.0	Time Off in Lieu (TOIL)	12
29.0	Applications for Leave	12
30.0	Taking Leave.....	12
31.0	Annual Leave	12
32.0	Long Service Leave	13
33.0	Parental Leave	13
34.0	Paid Parental Leave	14
35.0	Paid Partner Leave	14
36.0	Conditions of Paid Parental and Partner Leave.....	14
37.0	Superannuation on paid parental and partner leave.....	14
38.0	Personal Leave	14
39.0	Leave without Pay	15

40.0	Jury Service.....	15
41.0	Camp Allowance and Camp Travel Arrangements.....	15
42.0	Payment for travel outside ordinary hours	15
43.0	Cultural Leave	16
44.0	Domestic and Family Violence Leave.....	16
45.0	Natural Disaster or Significant Event Leave	16
46.0	Redundancy	16
47.0	Abandonment of Employment.....	17
48.0	Annual Closedown	17
49.0	Transition to Retirement.....	17
50.0	Flexibility of Meal Breaks	18
51.0	Ten Hour Break Rule	18
52.0	On Call	18
53.0	Employment Security	19
54.0	Annualised Allowances	19
55.0	Positive Employment Relations and Trade Union Training Leave.....	19
56.0	Payroll deduction of Union Fees	20
57.0	Servicing of Plant	21
58.0	Wage/Salary Maintenance on Workers Compensation	21
59.0	Professional Fees	21
60.0	Service Increment Payment.....	21
61.0	Employees Supervising Stream B Award and/or Stream C Award Staff	22
62.0	SIGNATORIES.....	23
63.0	SCHEDULE A – Consultation	28
64.0	SCHEDULE B – Dispute Resolution	29
65.0	SCHEDULE C – PAY RATES.....	31
66.0	SCHEDULE D – Stream B – Non standard Classification Arrangements	34

1.0 Title

- 1.1 This Agreement shall be known as Balonne Shire Council Certified Agreement 2024.

2.0 Parties Bound

- 2.1 This Agreement shall apply to, and be binding on, Balonne Shire Council (Council) and the following Unions and their members:
- (a) Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU)
 - (b) Queensland Services, Industrial Union of Employees (TSU)
 - (c) The Australian Workers' Union of Employees, Queensland (AWU)
 - (d) Plumbers and Gasfitters Employees' Union Queensland, Union of Employees

3.0 Application

- 3.1 This Agreement shall apply to all employees of Council except the Chief Executive Officer (CEO) and any other Senior Officers (as defined in the Queensland Local Government Industry (Stream A) Award State - 2017) where the parties have entered into a contract of employment which provides that this Agreement, (or any predecessor), does not apply.

4.0 Date and Period of Operation

- 4.1 This Agreement shall commence from the date of certification by the Queensland Industrial Relations Commission and shall continue to have effect until its nominal expiry date of 31 August 2027, or until varied or terminated in accordance with applicable legislation at that time.

5.0 Relationship to Parent Awards

- 5.1 This Agreement shall be read and applied in conjunction with the terms of the Parent Awards, listed below, applying at the time of making this Agreement, provided that where there is any intended inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of that inconsistency:
- (a) Queensland Local Government Industry (Stream A) Award State - 2017 (Stream A Award); and
 - (b) Queensland Local Government Industry (Stream B) Award State - 2017 (Stream B Award); and
 - (c) Queensland Local Government Industry (Stream C) Award State - 2017 (Stream C Award); and
- (collectively referred to as the Awards) and
- (d) Training Wage Award – State 2012

6.0 Renegotiation

- 6.1 The parties undertake to commence discussions for renegotiation of a new certified agreement six months prior to the nominated expiry date and endeavour to finalise a new certified agreement prior to the nominated expiry date.
- 6.2 Prior to the commencement of negotiation of a new certified agreement, the composition of the negotiating parties will be discussed and established by the negotiating parties.

7.0 No Extra Claims

- 7.1 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 the terms and conditions of employment. The rates of pay specified in this Agreement and the documented escalation for pay rates shall apply for the duration of this Agreement.

8.0 Objectives of Agreement

- 8.1 The objectives of this Agreement are: -
- (a) To improve productivity and efficiency within the Council;
 - (b) To facilitate greater flexibility of working arrangements within the framework of this Agreement;
 - (c) To ensure continued Local Government reform and response to State/Federal Government reforms using a consultative approach;
 - (d) To provide certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of the Agreement;
 - (e) To provide the time, resources, processes and people for the above to occur;
 - (f) To increase both accountability and responsiveness to the community and deliver significant benefits to the customers of Council;
 - (g) Participation by Council, management, employees and their unions and customers in the continuous improvement process, particularly in the development of more efficient work practices and quality improvement;
 - (h) Use of Council's best endeavours to maintain employment security for all employees;
 - (i) To achieve 'best practice' in the areas of service levels to customers, Equal Employment Opportunity, Workplace Health and Safety and Environmental performance; and
 - (j) To develop a team approach and a more co-operative working environment.

9.0 Consultation and Communication

- 9.1 The parties are committed to a consultation process that fosters a positive organisational culture.
- 9.2 Council will consult with employees as required by s 198(1)(a) of the Industrial Relations Act 2016 (IR Act). The consultation process to be followed is in accordance with the consultation provisions and process in the relevant Awards (Streams A, B and C) as set out in Schedule A to this Agreement, however the consultation will occur before a decision is made as required by s198(a).

10.0 Dispute Resolution

- 10.1 The parties will adopt and follow the dispute resolution process contained in the relevant Awards as set out in Schedule B to this Agreement.

11.0 Productivity

- 11.1 Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.
- 11.2 Productivity gains may be in a variety of forms, which may include:
- (a) the provision of the same level and quality of services at a lesser input;

- (b) the provision of a greater level of customer service at the same or lesser input;
 - (c) the development of a capacity to provide increased services in those work units where growth is occurring;
 - (d) updated technology; and/or
 - (e) an agreed combination of the above.
- 11.3 All parties agree that improvements in productivity and efficiency can be gained by the following:
- (a) Maximise time of actual work during the officer's period at work.
 - (b) Smoko is to be brought to work in the mornings (there will be no leaving the job site or depot or office to go and get smoko) and smoko will be taken preferably at the job site or alternatively at the depot or office whichever is the more practicable and efficient.
 - (c) No under-utilisation of manpower, plant and equipment.
 - (d) The continuation of care for plant and equipment including regular and preventative maintenance checks as well as internal and external cleaning of the units.

12.0 Productivity Measurement

- 12.1 The parties recognise that improved service to the public and internal clients constitutes a productivity increase within Council.
- 12.2 Council aims to improve the quality, efficiency, and accessibility of client services as documented in annual performance appraisals and employee position descriptions.

13.0 Span of Ordinary Hours

- 13.1 The span of ordinary hours for all employees shall be between 5am and 7pm, Monday to Friday.

14.0 Major Projects Agreements (MPA)

- 14.1 Major projects are important and significant planned pieces of work or activities carried out over a period of time to achieve a particular purpose but would not include minor maintenance or minor day to day construction work.
- 14.2 For major projects the ordinary hours of work and span of hours shall be by mutual written agreement between Council and the employee/s, considering the needs of the project and to give flexibility for the workforce. The parties agree to consider, but are not limited to, the following:
- (a) Spreading ordinary hours over seven days;
 - (b) Ordinary hours at any time over the day.
- 14.3 The following process will be followed:
- (a) Council will confer with relevant employees to identify those employees who are prepared to consider changing their ordinary hours of work and span of hours;
 - (b) Directly affected employees, relevant employee organisations and Council will consult and agree on arrangements to be implemented;
 - (c) The arrangements need to meet the operational requirements of Council;
 - (d) Agreement needs to be obtained from more than 60% of affected employees;
 - (e) Both parties agree to genuinely consider any reasonable agreement proposed.
- 14.4 Where established, MPAs will be read in conjunction with the relevant Awards and this Agreement.

14.5 The terms of an MPA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement and signed by Council and the relevant employees.

15.0 Individual Flexibility Agreements (IFA)

15.1 To meet the needs of Council and an individual employee, Council and an employee may enter into an IFA to vary the terms of this Agreement with respect to:

- (a) Overtime rates;
- (b) Penalty rates;
- (c) Allowances;
- (d) Leave loading; and
- (e) Arrangements about when work is to be performed.

15.2 The following process will be followed:

- (a) The request must be made in writing.
- (b) The employee, the employee's employee organisation (if applicable) and Council will consult and agree on arrangements to be implemented.
- (c) The arrangements need to meet the operational requirements of Council.
- (d) Both parties agree to genuinely consider any reasonable agreement proposed.

15.3 The terms of an IFA must be in writing setting out the terms, including a predetermined term of the IFA and provision for termination of the IFA by the giving of four weeks' written notice by either party or at any time by mutual agreement. The IFA must be signed by Council and the employee and must not, on balance, result in an overall reduction in the entitlements or protections the employee has under this Agreement and are only about matters required or permitted to be in this Agreement.

16.0 Local Area Work Agreements (LAWA)

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

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

- (a) Directly affected employees, relevant employee organisations and Council will consult and agree on arrangements to be implemented.
- (b) The arrangements need to meet the operational requirements of Council.
- (c) Agreement needs to be obtained from more than 60% of affected employees.
- (d) Both parties agree to genuinely consider any reasonable agreement proposed.

16.3 Where established, LAWAs will be read in conjunction with the relevant Awards and this Agreement.

16.4 The terms of an LAWA must be in writing setting out the terms, including a predetermined term of the LAWA and provision for termination of the LAWA and signed by Council and the relevant employees.

17.0 No Disadvantage

- 17.1 No employee shall be disadvantaged overall in respect of the following as a result of implementation of this Certified Agreement:
- (a) employment security
 - (b) salary and conditions of employment
 - (c) career structure
 - (d) occupational health and safety

18.0 Locality Allowance

- 18.1 All employees will be entitled to receive the full fortnightly payment of Locality Allowance at the rate applicable to the location of St George. Part-time and Casual employees will be entitled to the Locality Allowance on a pro-rata basis.
- 18.2 Employees currently in receipt of a higher rate of Locality Allowance, due to their location, will have their current allowance rate maintained, where application of clause 18.1 would result in a disadvantage.

19.0 Training/Professional Development/Representative Meetings

- 19.1 The parties are committed to a training and development program which will enhance the current and future performance of the Council and its employees.
- 19.2 The parties agree that payment for travel time to attend a Council approved course of training, retraining, work-related conference/seminar or representative meeting outside normal hours of work including Saturdays and Sundays will be paid at ordinary time or alternatively the employee may request approval for time off in lieu.

20.0 Wage Increase

- 20.1 This Agreement provides for the following salary and wage increases from the date specified and subject to certification of the Agreement: -
- (a) a 5% increase, effective from the first full pay period after this Agreement is certified and back paid to 1 September 2024;
 - (b) a 4% increase, effective from the first full pay period after 1 September 2025; and
 - (c) a 3.5% increase, effective from the first full pay period after 1 September 2026.

21.0 Superannuation

- 21.1 Council will make employer superannuation contributions at the rate of 13.5%, unless more favourable rates are legislated in the *Local Government Regulation 2012*.

22.0 Part Time Employment

- 22.1 All provisions for part time employees shall be as per the relevant Award, except for the following:
- (a) A part time employee who works additional hours of work in excess of the ordinary daily or weekly hours prescribed in their contract of employment by mutual agreement, shall be paid at ordinary time rates, or have the extra hours worked banked as TOIL.
 - (b) Any time in excess of maximum daily/weekly hours prescribed in the relevant Award shall be paid at the applicable overtime rates, or at the employee's election, banked as TOIL for hours worked.

23.0 Stream B – Non-standard Classification Arrangements

23.1 Gangers

- (a) An over Award payment has been granted to employees engaged as a Ganger at Level 5 of the Award. This payment is specified in Schedule D of this Agreement.

23.2 Specialist Plant Classification Rates

- (a) In recognition that certain specialist plant positions are not adequately classified under the Award, a classification schedule has been developed for such plant.
- (b) Specialist Plant Operators shall be paid at the rate specified in Schedule D of this Agreement.

23.3 Grader Operator Skills Allowance Framework

- (a) A Grader Operator Skills framework has been developed to recognise grader operators' role in providing leadership / a supervisory role on job sites. Grader Operators shall be paid at the Award Level as specified in Schedule D.
- (b) Grader Operators will be assessed by the Director of Infrastructure Services, or their delegate, and classified using Schedule D as guidance. Grader Operators not on the top classification of Schedule D will be assessed on an annual basis.

24.0 Salary Sacrifice

24.1 The CEO, on behalf of Council, and an employee, may agree in writing, that the employee can sacrifice a part of their salary to superannuation.

24.2 The CEO, on behalf of Council, and an employee, may agree in writing to other salary sacrifice, subject to those arrangements complying with taxation and superannuation legislation and with the approval of the CEO.

24.3 The employee may sacrifice any amount of their salary subject to them providing an undertaking to Council that they have been provided with the opportunity to obtain advice from an appropriately qualified financial advisor. Council will not provide salary packaging advice to employees.

24.4 The salary of the employee for the purposes 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 Award/ Agreement salary as subsequently increased in accordance with this Agreement.

24.5 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.

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

25.0 Bereavement Leave

25.1 The parties agree that employees may apply for and be granted up to three days paid personal leave to be used in conjunction with the two days paid Bereavement Leave applicable under the relevant Award upon the death of an *immediate family member* as defined in Schedule 5 of the IR Act. Access to the three days paid personal leave will not be unreasonably refused.

26.0 Leave Transfer

- 26.1 The parties agree that employees may voluntarily apply to transfer up to two days, with a minimum of one day, of their accrued annual leave to an emergency leave pool for use by a fellow employee or employees in circumstances as follows: -
- (a) the fellow employee requires leave from work to care for a seriously ill relative; and
 - (b) the fellow employee does not have sufficient sick, annual, long service or other leave accrued to allow leave from work for the term of care required; and
 - (c) the fellow employee does not have access to other statutory benefits (e.g. Sickness Benefits); and
 - (d) the fellow employee applies for use of the emergency leave which is approved by the CEO.
- OR
- (e) the fellow employee requires leave from work because of prolonged illness; and
 - (f) the fellow employee does not have sufficient sick, annual, long service or other leave accrued to allow leave from work; and
 - (g) the fellow employee does not have access to other statutory benefits (e.g. Sickness Benefits); and
 - (h) the fellow employee does not have access to loss of income insurance payments; and
 - (i) the fellow employee applies for use of the emergency leave which is approved by the CEO.
- 26.2 Further, it is agreed that no employee shall transfer more than two days annual leave to the leave transfer pool in any twelve-month period commencing from the date of the original transfer.
- 26.3 Any unused leave remaining in the leave transfer pool for a period of two months after the conclusion of the term of care shall be returned to the original owners of the leave on a pro-rata basis.

27.0 19 Day Month and 9 Day Fortnight

- 27.1 9 Day Fortnight
- (a) A 9-day fortnight will apply to all Stream B Award and Stream C Award employees, however, with the agreement of Council, a Stream B Award or Stream C Award employee may elect on a voluntary basis to be excluded from this arrangement subject to operational requirements.
 - (b) The ordinary hours of employees shall be between the hours of 5.00 a.m. and 7.00 p.m., or as provided in the relevant Award, subject to the total ordinary hours of duty to be worked in any one day, including mid-morning tea breaks but excluding lunch breaks, not being in excess of 8.44 hours.
 - (c) Standard hours to be worked by employees working 76 hours over a nine day fortnight, are as follows or such other times as may be mutually agreed between management and employees from time to time:
 - (i) 7.03 am commence work (or as arranged)
 - (ii) 20 minutes tea break(s) to be taken as agreed
 - (iii) 60 minute lunch break taken between 12.00 noon and 2.00pm
 - (iv) 4.30pm finish work (or as arranged)
 - (d) Days Off
 - (i) Each employee working the hours provided above, shall accrue and be entitled to access an RDO, without reduction in pay, each fortnight (except in the circumstances outlined in sub-clause (ii) below). Days off shall be taken on a

Monday or Friday and be scheduled into Rostered Day Off (RDO) roster to allow for the efficient operation of the organisation and its works.

- (ii) By mutual agreement between the Director and an employee/s an employee/s scheduled RDO may be taken on an alternative day, where special circumstances can be demonstrated and this does not unduly disrupt Council operations.
- (iii) The CEO shall prepare a roster in accordance with the above for each year. This roster shall be displayed on Council's Notice Boards and a copy provided to each employee at least two weeks before the commencement of each year.
- (iv) By agreement between the CEO and employees, there may be a temporary suspension of the RDO roster, with RDOs to be taken at a time more convenient to Council operations. This will be permitted during periods of intense activity associated with construction work, project work, and the like. Leave shall only accrue on ordinary time hours worked.
- (v) RDOs may be banked and accrued up to a maximum of ten days. No employee shall accrue in excess of ten days without specific authorisation of the CEO, and only in exceptional circumstances where it is imperative to the operation of Council, will an excess of ten days accrual be allowed. If under these circumstances, an employee has in excess of ten RDOs accrued, such employee will take the accrued RDO within 12 months of such RDOs being accrued. In the event of an accrual in excess of the ten days, an agreement must be reached between the CEO and the employee as to when the excess RDOs will be taken. Accrued unused RDOs shall be payable only at ordinary time rates.

27.2 19 Day Month

- (a) A 19-day month will apply to all Stream A Award employees, however, with the agreement of Council, a Stream A Award employee may elect on a voluntary basis to be excluded from this arrangement.
- (b) For those employees who voluntarily elect to be excluded from the 19-day month, such officer shall receive an additional payment of \$20 per week. On an annual basis, an officer may elect to work a 19-day month or be excluded from the RDO arrangement, provided that once an officer agrees to work under this arrangement, they will not be permitted to return to the alternate spread of hours until the expiration of each fully completed twelve-month period. Commencement dates for the twelve-month period shall be first day of the pay period which contains 1 July each year.
- (c) Standard hours to be worked by employees working a 19 day month (145 hrs over a four week period) are as specified in the employee's letter of offer or such other times as may be mutually agreed between management and employees.
- (d) Days Off-
 - i. Each employee working the hours provided in clause (c) above shall be entitled to one day off, without reduction in pay, for each four-week period of employment. Designated days off shall be scheduled into RDO rosters to allow for the efficient operation of the organisation and its works.
 - ii. By mutual agreement between a Director and employee(s) an employee/s designated day off may be taken on an alternative day where special circumstances can be demonstrated and this does not unduly disrupt Council operations.
 - iii. By agreement between the CEO and employees, there may be a temporary suspension of the taking of the RDO roster, with RDOs to be taken at a time more convenient to Council operations. This will be permitted during periods of intense activity associated with construction work, project work, and the like. Leave will only accrue on ordinary time hours worked.
 - iv. RDOs may be banked and accrued up to a maximum of five days. No employee shall accrue more than five days without specific authorisation of the CEO, and only

in exceptional circumstances where it is imperative to the operation of Council, will an excess of five days accrual be allowed. If under these circumstances, an employee has more than five RDOs accrued, such employee will take the accrued RDO within 12 months of such RDOs being accrued. In the event of an accrual more than the five days, an agreement must be reached between the CEO and the employee as to when the excess RDOs will be taken. Accrued unused Rostered Days Off shall be payable only at ordinary time rates.

27.3 General

For the purpose of the overtime provisions of the relevant Awards, the hours provided for above shall be the ordinary hours of duty.

28.0 Time Off in Lieu (TOIL)

- 28.1 For employees under the Stream A Award, other than those under the Stream A Award classified at Pay point Level 6 or above in this Agreement, an employee who is directed by Council to work overtime shall be compensated in either of the following ways by mutual agreement: -
- (a) payment of overtime rates in accordance with the relevant Awards; or alternatively;
 - (b) the taking of time off in lieu (TOIL) on an "equal time off for equal hours worked" basis.
- 28.2 No employee shall have an accrued balance of more than 5 days TOIL at any one time except with the specific permission with the CEO for operational reasons. Any TOIL not taken within 6 months of accrual will be paid out at the relevant ordinary time rates unless specifically authorised by the CEO in exceptional circumstances.
- 28.3 TOIL or RDOs shall be taken at times mutually agreed to between the employee and their supervisor, or failing agreement, as directed by Council.
- 28.4 Untaken TOIL accrued from the date of commencement of this Agreement shall, upon termination of the employee's employment, be paid out at the relevant ordinary time rates as prescribed in the relevant Award.
- 28.5 TOIL or RDOs shall not be accrued without the consent of the employee's supervisor or Director.

29.0 Applications for Leave

- 29.1 In acknowledging the importance of operational planning, applications for annual and long service leave shall be made at least 4 weeks prior to the intended commencement of such leave, unless authorised otherwise by their Director.

30.0 Taking Leave

- 30.1 Accrued RDO and TOIL leave shall be taken before annual or long service leave.

31.0 Annual Leave

- 31.1 Full time employees under the Stream A Award, will be entitled to accrue five weeks annual leave for each completed year of employment.
- 31.2 Full time employees under the Stream B Award and Stream C Award, will be entitled to accrue four weeks annual leave for each completed year of employment.

- 31.3 Part time employees will be entitled to accrue the proportionate equivalent annual leave under the relevant Award, based on hours worked within a twelve-month period from the date of commencement of their employment.
- 31.4 Annual leave will be deducted in accordance with the ordinary hours an employee would have worked had they had not been on paid leave. Such leave will be paid and debited based on hours actually taken.
- 31.5 Within two years from the certification of the Agreement, all annual leave accrued prior to that date shall be taken unless agreed otherwise between the relevant Director and the employee.
- 31.6 No employee shall have an accrued annual leave balance of more than an equivalent of two years of their annual leave entitlement (10 weeks for Stream A Award employees and 8 weeks for Stream B and C Award employees), unless approved otherwise by the relevant Director.
- 31.7 Annual leave shall be taken in minimum blocks of one day, unless authorised otherwise by the employee's Supervisor.
- 31.8 Employees may request to cash out their annual leave in accordance with the provisions of the IR Act as amended/varied from time to time, but must maintain a minimum balance of four weeks. A request to cash out annual leave can only be made on two occasions per calendar year or as approved by the CEO.

32.0 Long Service Leave

- 32.1 Long service leave entitlements are to be applied equally to all employees of Council from and including 3 February 1999, but do not apply retrospectively to service already completed prior to 3 February 1999.
- 32.2 All accrued long service leave entitlements prior to 3 February 1999 will be preserved, and entitlements on or after 3 February 1999 will accrue at the rate of 1.3 weeks for each year of completed service.
- 32.3 Employees will be entitled to take long service leave after 10 years of continuous service, or may have their long service leave paid out on termination after 7 years continuous service..
- 32.4 Long service leave shall be taken at times mutually agreed by both parties, or failing agreement, as directed by Council in accordance with the provisions of the IR Act, but within two years of falling due.
- 32.5 An employee may be paid for all or part of their accrued entitlement to long service leave, following 10 years of continuous service, instead of taking the leave, on entering into a written agreement with Council to do so, with such payment to be made in the next fortnightly pay of the employee. An employee may only request for payment of all or part of their entitlement to long service leave, instead of taking the leave, on two occasions per calendar year or as approved by the CEO.

33.0 Parental Leave

- 33.1 An employee eligible for:
- (a) long birth related leave, long adoption leave, long surrogacy leave, or long cultural parental leave ('long parental leave'); or
 - (b) short birth related leave, short adoption leave, short surrogacy leave, or short cultural parental order leave ('short parental leave'),
- in accordance with the *Industrial Relations Act 2016*, will be entitled to take up to 52 weeks unpaid parental leave and apply for consideration of an extension in accordance with the Act.

- 33.2 Paid parental leave and paid partner leave may be accessed concurrently and forms part of the unpaid parental leave provisions of the IR Act. The paid leave under this clause is in addition to the Federal Governments Paid Parental Leave Scheme, however the Federal Government scheme forms part of the parental leave provisions of the IR Act. To be clear, any period of paid parental or partner leave accessed in accordance with this clause will be taken to reduce the period of unpaid parental leave that an employee is entitled to under the IR Act.

34.0 Paid Parental Leave

- 34.1 An employee, other than a casual, eligible for long parental leave and who has 52 weeks continuous service with Council at the time of the birth (including surrogacy) or placement of the child/ren, will be entitled to access six (6) weeks paid parental leave. Unless otherwise agreed by Council, paid parental leave will be taken at the commencement of parental leave, which can be no later than from the birth (including surrogacy) or placement of the child/ren.
- 34.2 At the request of the employee the six (6) weeks paid parental leave can be made as half payments for a period equaling twelve (12) weeks.

35.0 Paid Partner Leave

- 35.1 An employee, other than a casual, eligible of short parental leave and who has 52 weeks continuous service with Council at the time of the birth (including surrogacy) or placement of the child/ren, will be entitled to one (1) week paid partner leave. Unless otherwise agreed by Council, this paid partner leave will be taken at the time of the birth (including surrogacy) or adoption of the child/ren.
- 35.2 An employee is not entitled to access both paid parental leave and paid partner leave.

36.0 Conditions of Paid Parental and Partner Leave

- 36.1 The period of paid parental and partner leave is payable once in connection with each birth or adoption of a child/children to an employee or employees of Council.
- 36.2 Part-time employees are entitled to paid parental and partner leave on a pro-rata basis of the average weekly hours for the proceeding twelve (12) months, prior to accessing the leave.
- 36.3 For the purposes of this clause, if the pregnancy of an employee terminates other than by birth of a living child later than 20 weeks, the employee and the employee's spouse are entitled to the parental leave that they would have been entitled to if the child had been born living.
- 36.4 In the case of stillbirth or infant death, eligible employees will not lose their entitlement to paid parental or partner leave. It will be provided as paid compassionate leave.
- 36.5 Appropriate evidence and notice of the requirement to access Parental Leave or Partner Leave may be requested by Council, in accordance with the evidence requirements for parental leave under the IR Act.

37.0 Superannuation on paid parental and partner leave

- 37.1 Employer superannuation contributions will be made on the employer provided paid parental leave and paid partner leave as provided at clauses 34 and 35 of this Agreement.

38.0 Personal Leave

- 38.1 Full time employees under the Stream A Award will be entitled to accrue 15 days (108.75 hours) personal leave for each completed year of employment. Personal leave will accrue

progressively throughout the year of service. Part-time employees will accrue personal leave on a pro-rata basis.

- 38.2 Full time employees under the Stream B Award and Stream C Award will be entitled to accrue 15 days (114 hours) personal leave for each completed year of service. Personal leave will accrue progressively throughout the year of service. Part-time employees will accrue personal leave on a pro-rata basis.
- 38.3 If Council believes there is a pattern of absenteeism, an employee may be required to produce medical certification, or other satisfactory evidence to satisfy a reasonable person, if they are absent on personal leave for two days or less. However, this requirement shall cease after 12 months if there is no longer a pattern of absenteeism.
- 38.4 Should a medical certificate or other satisfactory evidence not be provided where required by Council under cl 35.3 or in accordance with the *Industrial Relations Act 2016*, other leave (annual, RDO, TOIL) will need to be taken for the period of leave.

39.0 Leave without Pay

- 39.1 An employee who is absent on approved leave without pay for three months or more shall not accrue any personal leave, annual leave or other leave.

40.0 Jury Service

- 40.1 Leave without pay shall be granted to employees required to attend for Jury Duty. Where the amount of the Jury fee is less than the normal salary of the employee, Council shall make up the difference.

41.0 Camp Allowance and Camp Travel Arrangements

- 41.1 Where for the performance of work it is necessary for an employee to live in a camp, such employee shall be paid a camping allowance for each night he or she lives in a camp or optionally travels per clause 38.2, of \$75 per night.

- 41.2 Employees may optionally: -

- (a) travel home from the camp on Wednesday nights and return to the camp on Thursday mornings and be paid the camp allowance, except where the Wednesday night falls within a week in which a RDO under clause 26 or Public Holiday falls; or
- (b) Remain in camp on Wednesday nights.

Travel from the camp on Wednesday nights and to the camp on Thursday mornings shall be in a Council vehicle, in the employees' own time and without payment of travelling time. Council reserves the right to minimise the number of vehicles used for travel under such arrangements.

42.0 Payment for travel outside ordinary hours

- 42.1 Travel arrangements (other than travel per clause 19 of this Agreement), shall be as follows:
- (a) Employees required to travel as part of their duties outside their prescribed ordinary hours of duty, regardless of whether they are driving the vehicle or travelling as passengers in a vehicle supplied by the employer, shall be paid for such travelling time at time and one-half
 - (b) In order to qualify for overtime, in accordance with this clause, while travelling as a passenger in a vehicle, employees must be fit and ready to work, including being ready and able to drive the vehicle if required to do so
 - (c) All other provisions in relation to travel will be as per clauses 19 and 38 of this agreement

and the relevant Award.

43.0 Cultural Leave

- 43.1 Council recognises that employees are entitled to cultural leave in accordance with the provisions of the IR Act.

44.0 Domestic and Family Violence Leave

- 44.1 Council recognises the impact of domestic and family violence and recognises employee's entitlements to domestic and family violence leave under the IR Act.

45.0 Natural Disaster or Significant Event Leave

- 45.1 Where an employee is required by Council to continue working during a Natural Disaster or Significant Event, as approved by the Chief Executive Officer, to assist Council in responding to the event, the employee may be granted up to a maximum of two (2) day paid leave, following the event, for reasons detailed at clause 45.2 of this Agreement.
- 45.2 The leave will be approved for the purpose of allowing the employee to secure or clean up their own residence or to attend to personal matters, directly resulting from the event.
- 45.3 Approval of the leave will be subject to the employee providing sufficient evidence to satisfy Council of their need to access the leave.

46.0 Redundancy

- 46.1 Redundancy pay is provided for in Division 13 of the QES. Clauses 46.2 to 46.5 are to supplement the QES provisions.

46.2 Consultation before termination

Where Council decides that the employer no longer wishes the job an employee/s has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee/s directly affected and, where relevant, their union/s, in accordance with Clause 9 and Schedule A of this Agreement.

Prior to termination on the grounds that the employees' position is redundant, the Council must consider if the employee can be redeployed to an available suitable alternative position within Council.

46.3 Transfer to lower paid duties

Where redeployment at level is not available, and an employee accepts redeployment to a lower paid position, the appointment will be made at the highest incremental point within the appointed level (if applicable), and the employees' ordinary rate of pay, prior to redeployment, will be maintained for a period of six (6) months.

An employee who accepts redeployment to a lower paid position, may elect at the time of transfer, for either:

- 46.3.1 Any accrued entitlement to annual and long service leave to be preserved at the employees existing hourly rate, with this preserved accrued leave to be used in the first instance when the employee applies to access the leave. OR
- 46.3.2 Their accrued leave to be cashed out, as follows:
- (a) all or part of their accrued entitlement to long service leave at their substantive level; and/or
 - (b) all or part of their accrued annual leave at their substantive level, whilst

maintaining at least four weeks accrued annual leave balance.

46.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

46.5 Job search entitlement

An employee given notice of termination in circumstances of redundancy must 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.

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 must, at the request of the employer, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

47.0 Abandonment of Employment

47.1 An employee who has been absent for seven 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.

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

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

48.0 Annual Closedown

48.1 The parties agree that employees covered by this Agreement will, if required, co-operate with a general close down between or around Christmas and New Year's day each year.

48.2 During such a close down employees will take annual leave, long service leave, accrued rostered days off or accrued TOIL or a combination of these and/or other leave entitlements.

48.3 A skeleton staff to undertake essential services and an on-call roster to deal with emergency requirements shall be maintained during such a close down.

48.4 A minimum of sixty days' notice will be given of the intention of a Christmas close down.

49.0 Transition to Retirement

49.1 Council has an aging workforce and wishes to provide support to employees seeking to transition to retirement. To achieve this, Council will work with employees to develop a retirement plan which supports a positive transition for both parties and enables the transfer of considerable corporate knowledge held by these employees.

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

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

49.4 A phased retirement arrangement may involve the employee giving up their permanent role and being employed on phased retirement with agreed work hours, agreed role/level, agreed

duties/responsibilities and an agreed retirement date. Council and the employee will also identify agreed arrangements with respect to all accrued annual and long service leave.

- 49.5 Council will provide employees who enter into a phased retirement agreement with an agreed retirement date of less than six months, with financial assistance of up to \$800 for use by the employee to obtain financial and associated retirement advice.
- 49.6 Council may consider utilisation of annual leave and long service leave entitlements, in a manner which would not otherwise be available. For example, this could include taking leave at the rate of one or two days per week over an extended period. Approval is at the sole discretion of Council. Half pay leave arrangements will not be applied in such circumstances.

50.0 Flexibility of Meal Breaks

- 50.1 It is agreed between the parties that, where the efficiency of Council may be increased through a job being completed or work being continued for up to one hour into the normal meal break, the meal break may be delayed, without penalty, on the understanding that such meal break occurs prior to the commencement of the sixth hour of work.
- 50.2 Employees cannot shorten the length or timing of their designated one-hour lunch break without the express permission of their supervisor and should only request a variation where operational requirements so require.

51.0 Ten Hour Break Rule

- 51.1 Should an employee receive more than two call-outs of less than two hours duration between the hours of 10.00pm and 5.00am or a call-out of more than two hours duration between the hours of 9.00pm and 2.00am, then the 10-hour break rule shall apply.
- 51.2 Supervisors shall have the discretion of allowing employees an additional rest period in circumstances where the 10-hour break rule does not apply.
- 51.3 Employees must have permission from their supervisor to present to work within the 10-hour break period. Employees, who present for work within the 10-hour break rule without their supervisor's permission, must advise their supervisor that they are in breach of the 10-hour break rule. The supervisor shall then determine if the employee should be sent home until the 10-hour break period has been met. If the employee is sent home, payment of overtime for the 10-hour rule break shall not apply.

52.0 On Call

- 52.1 An employee who is on-call and being paid the on-call allowance shall be entitled to a minimum payment equivalent to three ordinary hours . The minimum payment shall only apply to the first call out. Any subsequent call outs will be paid for at the time worked at the rate specified in the relevant Award.
- 52.2 If an employee can respond to a matter remotely e.g. handled by phone or on the laptop, they will be paid a minimum of thirty minutes at ordinary time.
- 52.3 An employee directed to remain on call must be able to be contacted and be able to respond within a reasonable timeframe.
- 52.4 The on call / stand by for emergency work and availability allowance rates are
- (a) Stream A Award employees - \$40 per day for each day they are required to be available, including weekends and public holidays, regardless of whether the work is to be carried out remotely or they are instructed to attend a Council worksite.
 - (b) Stream B & C Award employees - \$40 for each day/night, Monday to Saturday inclusive. Where an employee is directed to remain on call on any Sunday or public holiday, the

employee shall be paid as per the relevant Award.

53.0 Employment Security

- 53.1 Council will take steps to ensure that Council has the benefit of a stable and committed workforce.
- 53.2 The parties agree the use of indirect employment arrangements such as contractors, labour hire, agencies and casual labour, are not the preferred method of delivery of services.
- 53.3 Council will maintain a permanent workforce during the term of this Agreement.

54.0 Annualised Allowances

- 54.1 It is agreed for employees governed by the Stream A Award that no meal allowance or crib time during overtime (13.3 and 13.4 Div 2) will be claimed.
- 54.2 It is agreed that for employees covered by Stream B or C Awards, that no claim for meal allowance and/or crib break during overtime will be made. During the life of the Agreement, employees will only be entitled to claim the following Award allowances:-
 - (a) Stream B Award
 - (i) Motor Vehicle Allowance
 - (ii) Live Sewer Work
 - (iii) On Call Allowance
 - (iv) Caretakers, Living quarters, fuel and light.
 - (b) Stream C Award
 - (i) Motor Vehicle allowance
 - (ii) Tool Allowance
 - (iii) Work under unpleasant conditions (live sewerage)
- 54.3 Compensation for the non-payment of all other allowances, as prescribed under the relevant Awards, is contained within the wage increases set out in this Agreement and previous agreements.
- 54.4 The allowances prescribed in this Agreement shall continue to have effect where an entitlement exists and shall not be the subject of negotiation under future agreements.

55.0 Positive Employment Relations and Trade Union Training Leave

- 55.1 New Employees - Council will, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.
- 55.2 Full details of the Union workplace delegate will be made available to new employees. New employees will receive information to this effect during their induction session.
- 55.3 Workplace Delegates - Council recognises the role that Union workplace delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including awards and agreements) and dispute resolution. On being notified in writing by a union, party to this Agreement, that an employee has been appointed as a workplace delegate, the Council will recognise the employee as a Union workplace delegate and allow them the following.
 - (a) reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace;
 - (b) reasonable private access to union members to discuss union business and to non-union

members for recruitment purposes;

- (c) reasonable access to representatives of the Council for the purpose of resolving issues of concern to union members;

Wherever possible meetings should occur in normal working time.

55.4 Facilities and conditions - The following facilities and conditions will be made available to Union workplace delegates:

- (a) reasonable access to normal Council facilities such as typing, word processing, photocopying, postal system and telephone, storage facilities, email, notice boards and meeting rooms.
- (b) access to a room with normal office facilities will be provided to discuss employment matters.
- (c) no employee will be disadvantaged as a result of activities conducted in accordance with this Clause.

55.5 Workplace Delegates Leave - A Union workplace delegate, or an employee nominated by a union, party to this Agreement, shall be entitled to paid leave of absence of up to five days per person, per annum, to attend any of the following:

- (a) trade union training or specific Union training courses approved by a union that is party to this Agreement; and
- (b) annual or biennial conference of a union that is party to this Agreement; and
- (c) executive meetings of a union that is party to this Agreement; and
- (d) biennial congress of the ACTU.

Such paid leave will be subject to the approval of the CEO. The approval of the CEO will not be unreasonably withheld.

55.6 Right of Entry - An authorised officer of a union that is party to this Agreement will have rights of access and entry to the premises of the Council in accordance with the IR Act, which includes:

- (a) meeting with workplace delegates;
- (b) meetings with members of staff;
- (c) meetings with relevant management team members on matters associated with Agreement or current industrial workplace issues; and
- (d) to conduct union business matters or matters incidental to union business.

55.7 Meetings - Employees will be entitled to reasonable time off with pay within working hours to attend meetings designed to improve employment relations with the employer, including union meetings.

55.8 Meeting Notices and Newsletters - The Council will provide an accessible space within each work location for the posting of the relevant Awards and this Agreement, and notices pertaining to employment relations within the workplace produced by a union, party to this Agreement. Union workplace delegate will be provided with access to this space.

56.0 Payroll deduction of Union Fees

56.1 Where an employee makes a written request for union fees to be deducted from their wages Council will process this request and make the requisite deduction in accordance with the payroll deduction process.

57.0 Servicing of Plant

- 57.1 At the discretion of the relevant employee's supervisor, grader, roller, backhoe, tractor, roller and loader operators and truck drivers may spend up to half an hour working overtime each day servicing plant. Only the actual time spent servicing plant can be claimed.
- 57.2 The plant will be serviced in the morning before the commencement of normal working hours unless operational requirements (as directed by the employee's supervisor) dictate otherwise.
- 57.3 The plant operators will carry out the servicing of plant in accordance with relevant guidelines produced by the Workshop Supervisor and will complete and sign a written service checklist, which is to be provided with the employee's timesheet each week.

58.0 Wage/Salary Maintenance on Workers Compensation

- 58.1 In accordance with the *Workers' Compensation and Rehabilitation Act 2003*, employees who are absent from work due to a work-related injury for periods exceeding 26 weeks will usually have workers compensation payments reduced to the greater of the following:
- (a) 75% of their Normal Weekly Earnings; or
 - (b) 70% of QOTE (Queensland full time adult persons ordinary time earnings).
- 58.2 To assist employees with wage/salary maintenance, "top up" of wages/salary may be drawn from the employee's accrued personal leave entitlements and shall be for the difference in wage salary levels between the pre-injury rate and the rate represented by the Workers Compensation payment.
- 58.3 Access to "top up" payment in the circumstances provided in this clause shall be by written application from the employee and shall be conditional upon all accrued TOIL being exhausted.

59.0 Professional Fees

- 59.1 Where membership of a professional organisation is a requirement for the employee concerned to legally administer the provisions of relevant legislation, Council is prepared to pay such membership in full.

60.0 Service Increment Payment

- 60.1 This payment is only applicable to those employees governed by the Stream A Award as at the date of certification of the *Balonne Shire Council Certified Agreement 2021*. It does not apply to employees engaged after this date or those covered by any other relevant Award/s.
- 60.2 The parties agree that in addition to the salaries set out in Schedule C of this Agreement the following will be paid to employees in recognition of their long service with Council:

Continuous Service	Salary Increase
5 years to less than 10 years	\$10.00 per week
10 to less than 15 years	\$15.00 per week
15 years and over	\$20.00 per week

- 60.3 To be entitled to this payment, the employee must have completed the appropriate number of year's continuous service with Council as set out in the table above.
- 60.4 The following "breaks" in service do not break the officers' continuity of service, but the duration of the break is not counted as service.
- (a) Leave of Absence - e.g. where the employer agrees to allow the officer time off without pay including unpaid absences for sickness, injury etc. It is considered that Workers' Compensation is leave granted by the employer through injury, referred to above.
 - (b) Termination due to Illness or Injury - either by the officer or employer, providing the officer is re-employed by Council and the officer did not have another job during the time off.

61.0 Employees Supervising Stream B Award and/or Stream C Award Staff

- 61.1 Employees who supervise Stream B Award and/or Stream C Award employees and are required to work the same ordinary hours as their workers, are to be paid for the 38 hours per week worked. All hours worked in excess of the 36.25 hours per week will be paid at the appropriate penalty rate, using the 36.25 hours per week ordinary rate.
- 61.2 Leave accruals will be deducted in accordance with the ordinary hours the employees would have worked had they not been on paid leave.
- 61.3 Construction, re-construction, alteration, repair and/or Maintenance Work Allowance will not be paid to employees covered by this Agreement.

62.0 Equal Employment Opportunity

- 62.1 The Employer recognises the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practises, encourage equality of employment and development opportunities, continue, and are promoted.

This will include:

- Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;
- Inclusion of statements during recruitment that the Employer is an equal opportunity employer;
- Ensuring selection of applicants for vacant positions is conducted in accordance with the law;
- Giving appropriate and meaningful consideration of workplace flexibility requests;
- Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the Anti-Discrimination Act 1991.

- 62.2 The Employer is committed to equal remuneration for work of equal / comparable value.

62.0 SIGNATORIES

Signed for and on behalf of **Balonne Shire Council**

Name Graeme Kanofski

Position Held Chief Executive Officer

Signature Graeme Kanofski

Date signed..... 09/12/2024

Signed in the presence of:

Witness Name Deborah Ann Green
JP (Qual)

Witness Signature Deborah Ann Green

Date signed..... 09/12/2024

SIGNATORIES

Signed for and on behalf of **The Australian Workers' Union of Employees, Queensland (AWU)**

Name Stacey Schinnerl
.....

Position Held Secretary
.....

Signature Stacey Schinnerl
.....

Date signed..... 12.12.2024

Signed in the presence of:

Witness Name Cameron Downie
.....

Witness Signature Cameron Downie
.....

Date signed..... 12.12.2024

SIGNATORIES

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

Name Neil Henderson
.....

Position Held Secretary
.....

Signature Neil Henderson
.....

Date signed..... 10/12/24
.....

Signed in the presence of:

Witness Name John Donaghy
.....

Witness Signature John Donaghy
.....

Date signed..... 10/12/24
.....

SIGNATORIES

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

Name Paul Dunbar

Position Held IR Co-Ordinator

Signature Paul Dunbar

Date signed 17.12.24

Signed in the presence of:

Witness Name Emma Eaves

Witness Signature Emma Eaves

Date signed 17.12.2024

SIGNATORIES

Signed for and on behalf of the **Plumbers and Gasfitters Employees' Union Queensland, Union of Employees**

Name Gary O'Halloran

Position Held State Secretary

Signature Gary O'Halloran

Date signed 16/12/2024

Signed in the presence of:

Witness Name Shari Charrington

Witness Signature Shari Charrington

Date signed 16/12/2024

63.0 SCHEDULE A – Consultation

63.1 Consultation - Introduction of changes - Council's duty to notify

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

63.2 Council's duty to consult over proposed change

- (a) Council shall consult the employees affected and, where relevant, their union/s, about the introduction of proposed 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 alternative employment).
- (b) The consultation must occur as required by s 198(1)(a) of the IR Act.
- (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 56.2(c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

64.0 SCHEDULE B – Dispute Resolution

64.1 Prevention and settlement of disputes - Award and Agreement matters

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

64.2 Prevention and settlement of employee grievances and disputes - other than Award or Agreement matters

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

- Stage 1: In the first instance the employee shall inform such employee's immediate Supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
- Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the Manager"). The Manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.
- Stage 3: If the grievance is still unresolved, the Manager will advise the employer and the aggrieved employee may submit the matter in writing to the employer if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.

- (c) The employer shall ensure that:
 - (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) Council may appoint another person to investigate the grievance or dispute. The employer may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's Supervisor or Manager.
- (e) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. 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:
 - Stage 1: Discussions should take place between the employee and such employee's Supervisor within 24 hours and the procedure shall not extend beyond 7 days.
 - Stage 2: Not to exceed 7 days.
 - Stage 3: Not to exceed 14 days.
- (g) If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the union.
- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

65.0 SCHEDULE C – PAY RATES

Queensland Local Government Industry (Stream A) Award State - 2017 (Administrative Services)			
CLASSIFICATION	ANNUAL RATE (full time employee)		
	From 1/09/2024	First full pay period after 1/09/2025 1/09/2026	
under 18 Years - 60% Level 1-1	34,249.95	35,619.95	36,866.65
18 Years - 70% Level 1-1	39,958.28	41,556.61	43,011.09
19 Years - 80% Level 1-1	45,666.60	47,493.26	49,155.53
20 Years - 90% Level 1-1	51,374.93	53,429.92	55,299.97
LEVEL 1 - 1	57,083.25	59,366.58	61,444.41
LEVEL 1 - 2	58,027.20	60,348.29	62,460.48
LEVEL 1 - 3	59,348.10	61,722.02	63,882.29
LEVEL 1 - 4	61,044.90	63,486.70	65,708.73
LEVEL 1 - 5	62,499.15	64,999.12	67,274.09
LEVEL 1 - 6	63,748.65	66,298.60	68,619.05
LEVEL 2 - 1	65,216.55	67,825.21	70,199.09
LEVEL 2 - 2	66,666.60	69,333.26	71,759.92
LEVEL 2 - 3	68,116.65	70,841.32	73,320.77
LEVEL 2 - 4	69,372.45	72,147.35	74,672.51
LEVEL 3 - 1	70,822.50	73,655.40	76,233.34
LEVEL 3 - 2	72,311.40	75,203.86	77,836.00
LEVEL 3 - 3	73,807.65	76,759.96	79,446.56
LEVEL 3 - 4	75,102.30	78,106.39	80,840.11
LEVEL 4 - 1	76,598.55	79,662.49	82,450.68
LEVEL 4 - 2	78,091.65	81,215.32	84,057.86
LEVEL 4 - 3	79,582.65	82,765.96	85,662.77
LEVEL 4 - 4	81,081.00	84,324.24	87,275.59
LEVEL 5 - 1	82,570.95	85,873.79	88,879.37
LEVEL 5 - 2	83,861.40	87,215.86	90,268.42
LEVEL 5 - 3	85,412.25	88,828.74	91,937.75
LEVEL 6 - 1	88,002.60	91,522.70	94,725.99
LEVEL 6 - 2	90,590.85	94,214.48	97,511.99
LEVEL 6 - 3	93,179.10	96,906.26	100,297.98
LEVEL 7 - 1	95,767.35	99,598.04	103,083.97
LEVEL 7 - 2	98,353.50	102,287.64	105,867.71
LEVEL 7 - 3	100,941.75	104,979.42	108,653.70
LEVEL 8 - 1	104,047.65	108,209.56	111,996.89
LEVEL 8 - 2	107,156.70	111,442.97	115,343.47
LEVEL 8 - 3	110,260.50	114,670.92	118,684.40
LEVEL 8 - 4	113,178.45	117,705.59	121,825.29
LEVEL 8 - 5	116,094.30	120,738.07	124,963.90

Queensland Local Government Industry (Stream B) Award State - 2017 (Operational Services)			
CLASSIFICATION	WEEKLY RATE (full time employee)		
	From 1/09/2024	First full pay period after 1/09/2025 1/09/2026	
Level 1, first 6 months	1,121.00	1,166.00	1,207.00
Level 1, after 6 months	1,133.00	1,178.50	1,219.50
Level 2	1,146.50	1,192.50	1,234.00
Level 3	1,158.00	1,204.50	1,246.50
Level 4	1,172.00	1,219.00	1,261.50
Level 5	1,189.00	1,236.50	1,280.00
Level 6	1,215.00	1,263.50	1,307.50
Level 7	1,240.50	1,290.00	1,335.00
Level 8	1,269.50	1,320.50	1,366.50
Level 9	1,295.00	1,347.00	1,394.00

Queensland Local Government Industry (Stream C) Award State - 2017 (Engineering & Electrical/Electronic Services)			
CLASSIFICATION	WEEKLY RATE (full time employee)		
	From 1/09/2024	First full pay period after 1/09/2025 1/09/2026	
C14	1,070.50	1,113.50	1,152.50
C13	1,090.50	1,134.00	1,173.50
C12	1,120.50	1,165.50	1,206.50
C11	1,145.50	1,191.50	1,233.00
C10	1,189.00	1,236.50	1,280.00
C9	1,215.50	1,264.00	1,308.00
C8	1,240.50	1,290.00	1,335.00
C7	1,270.00	1,321.00	1,367.00
C6	1,323.00	1,376.00	1,424.00
C5	1,348.50	1,402.50	1,451.50
C4	1,378.00	1,433.00	1,483.00
C3	1,431.00	1,488.00	1,540.00
C2(a)	1,458.00	1,516.50	1,569.50
C2(b)	1,514.00	1,574.50	1,629.50

Queensland Local Government Industry (Stream C) Award State - 2017 (Building Trades Services)			
CLASSIFICATION	WEEKLY RATE (full time employee)		
	From 1/09/2024	First full pay period after 1/09/2025 1/09/2026	
BUILDING WORKER			
BW 1 (a), new entrant	1,101.00	1,145.00	1,185.00
BW 1 (b), after 3 months in the industry	1,119.00	1,164.00	1,204.50
BW 1 (c), after 12 months in the industry	1,129.50	1,174.50	1,215.50
BW 1 (d)	1,142.00	1,187.50	1,229.00
BW 2	1,162.00	1,208.50	1,251.00
BUILDING TRADESPERSON			
BT 1	1,189.00	1,236.50	1,280.00
BT2	1,217.50	1,266.00	1,310.50
BT3	1,245.50	1,295.50	1,341.00

TRAINING WAGE AWARD - STATE 2012			
CLASSIFICATION	From	First full pay period after	
	1/09/2024 per week/hour	1/09/2025 per week/hour	1/09/2026 per week/hour
Wage Level A, B and C			
School Based traineeship - Year of Schooling - Year 10 or 11 (hourly rate)	15.12	15.72	16.27
School Based traineeship - Year of Schooling - Year 12 (hourly rate)	16.66	17.33	17.94
Year 10 (50%)*	343.00	356.50	369.00
Year 10 (33%)	401.00	417.00	431.50
Year 11 (33%)*	429.50	446.50	462.00
Year 11 (25%)			
Year 10	438.50	456.00	472.00
Yr 10+1yr	483.50	503.00	520.50
Yr10+2 or Yr11+1 or Yr12	578.00	601.00	622.00
Yr10+3 or Yr11+2 or Yr12+1	671.50	698.50	723.00
Yr10+4 or Yr11+3 or Yr12+2	782.00	813.50	842.00
Yr10+5 or Yr11+4 or Yr12+3	895.50	931.50	964.00

66.0 SCHEDULE D – Stream B – Non standard Classification Arrangements

STREAM B GANGER	
Base Award Level	Descriptor
Qld Local Government Industry (Stream B) Award – State 2017 Level 5 - Ganger	An employee engaged as a Ganger will be paid a \$50 over Award payment per week. This payment will form part of the employee’s standard weekly wage. It is not subject to annual wage increments.

SPECIALIST PLANT OPERATOR CLASSIFICATIONS	
Base Award Level	Descriptor
	An employee at this level would be required to predominately drive and operate to a competent level.
Qld Local Government Industry (Stream B) Award – State 2017 Level 6	Spreader truck – Stabiliser Crew
	Jet Patcher
Qld Local Government Industry (Stream B) Award – State 2017 Level 7	Stabiliser – Road Reclaimer

GRADER OPERATOR LEVEL ASSESSMENT FRAMEWORK	
Base Award Level	Descriptor
Qld Local Government Industry (Stream B) Award – State 2017 Level 6	Perform maintenance grading work to an appropriate standard;
	Basic grading of unsealed or rural roads;
	Ability to operate a grader following formation and grade;
	Can direct the work of other plant.
Qld Local Government Industry (Stream B) Award – State 2017 Level 7	This level is a leadership role and can direct the work of other plant.
	Perform high quality maintenance grading;
	Perform construction grading to an appropriate standard;
	Ability to spread hot asphalt to vertical and horizontal alignment;
	Limited ability to perform Final Trim;
	Direct the work of other machinery i.e. water trucks, rollers etc.
Assist in the training and development of trainees and apprentices	

	<p>Gain knowledge of and demonstrate basic leadership skills by:</p> <ul style="list-style-type: none"> • Providing guidance to other team members • Solving routine problems • Complex problems are identified and resolved with assistance from others
<p>Qld Local Government Industry (Stream B) Award – State 2017 Level 8</p>	<p>This level is a leadership role and</p> <ul style="list-style-type: none"> • can direct the work of other plant. • Plan work from an analysis of the required outcomes, standard work procedures, available time, resource requirements and known priorities • Assisting in the supervision of the day-to-day operation of a minor works project • Applying communication and interpersonal skills to facilitate dispute prevention and resolution <p>Consistently deliver high quality Grader outcomes with the ability to deliver a very high standard of pavement ride;</p> <p>Ability to trim to tolerances and consistently meet high standards;</p> <p>Ability to carry out measurements and calculations;</p> <p>Perform Basic Quality Assurance functions;</p> <p>A willingness and ability to train other grader operators in any aspect of grader operation (although this is an expectation for all Grader Operators, there is an expectation at this level, the operator would have expert knowledge and sufficient experience to train other operators in any of the Grader functions);</p>