

**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/2024/93)*

**BLACKALL-TAMBO REGIONAL COUNCIL CERTIFIED AGREEMENT 2024-2028**

**Certificate of Approval**

On 24 December 2024, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** **BLACKALL-TAMBO REGIONAL COUNCIL CERTIFIED AGREEMENT 2024-2028**

**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; and
- Queensland Services, Industrial Union of Employees.

**Operative Date:** 24 December 2024

**Nominal Expiry Date:** 26 November 2028

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

**Termination Date of Previous Agreement:** 24 December 2024

By the Commission

J.W. MERRELL  
Deputy President

24 December 2024



# **Blackall-Tambo** Regional Council

**BLACKALL-TAMBO REGIONAL COUNCIL  
CERTIFIED AGREEMENT  
2024 – 2028**



# **Blackall-Tambo**

## **Regional Council**

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## 1. Title

This Agreement shall be known as the *Blackall – Tambo Regional Council Certified Agreement 2024 - 2028*.

## 2. Definitions

**Agreement** – means *Blackall – Tambo Regional Council Certified Agreement 2024 - 2028*.

**CEO** – means the Chief Executive Officer of Blackall-Tambo Regional Council.

**Council** – means Blackall-Tambo Regional Council.

**Parent Awards** - means the Awards are set out in clause 4.

**Productivity** – means:

- (a) the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.
- (b) Productivity gains may be in a variety of forms, which may include;
  - (i) the provision of the same level and quality of services at a lesser input;
  - (ii) the provision of a greater level of customer service at the same or lesser input;
  - (iii) the development of a capacity to provide increased services in those work units where growth is occurring;
  - (iv) updated technology;
  - (v) an agreed combination of the above.

**QES** – Means the Queensland Employment Standards as determined by the *Industrial Relations Act 2016* (Qld).

**QIRC** – means the Queensland Industrial Relations Commission.

## 3. Application of Agreement

- 3.1 This Agreement applies to employees who are employed in any of the classification levels specified by this Agreement.
- 3.2 This will not apply to any employee appointed to the position of a Senior Officer as defined by Stream A Award.

## 4. Relationship to Parent Awards

- 4.1 This Agreement shall be read and interpreted wholly in conjunction with the terms of the Parent Awards 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 as they stood as at the date of certification of this Agreement, the express terms of this Agreement shall prevail to the extent of the inconsistency.
- 4.2 The Parent Awards are:
- (a) *Queensland Local Government Industry (Stream A) Award – State 2017 (Stream A Award)*;
  - (b) *Queensland Local Government Industry (Stream B) Award – State 2017 (Stream B Award)*; and
  - (c) *Queensland Local Government Industry (Stream C) Award– State 2017 (Stream C Award)*.
- 4.3 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.
- 4.4 From the date of certification of this Agreement, all other workplace agreements will cease to exist.

## 5. Parties Bound

- 5.1 The parties to this Agreement are as follows:
- (a) Council;
  - (b) Council's employees; and
  - (c) The following industrial employee organisations:
    - (i) Queensland Services, Industrial Union of Employees (QSU);
    - (ii) The Australian Workers' Union of Employees, Queensland Branch (AWU); and
    - (iii) Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU).

("the Parties")

## 6. No Extra Claims

- 6.1 The Parties will not pursue any extra claims for changes in relation to matters dealt with by this Agreement and/or the Parent Awards.

## 7. Date and Period of Operation

- 7.1 This Enterprise Bargaining Agreement shall operate, in accordance with its terms, from the first pay period after certification by the QIRC and shall have a nominal expiry date of 26 November 2028.
- 7.2 The Parties 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 renegotiating a new Agreement no later than six (6) months before the expiry of this Agreement.

## 8. Purpose and Objectives of the Agreement

### 8.1 Purpose

- (a) The Parties recognise the importance of a viable, efficient and rewarding Local Government service to the economic development and social well-being of the Shire.
- (b) This Agreement sets out the framework for simultaneously achieving ongoing productivity and efficiency improvements in the Council and improved working conditions for Council employees.
- (c) 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

- (a) 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:
  - (i) Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment, and provide rewards and recognition commensurate with these improvements.
  - (ii) 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.
  - (iii) Promote a harmonious and productive work environment through on-going cooperation and consultation.



- (iv) Commit to maintaining a healthy and safe work environment.
- (v) Focus on competitiveness to ensure the Council maintains a viable, effective, and secure workforce.
- (vi) 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.
- (vii) The Parties will be committed to and cooperate with the terms of this Agreement to ensure its on-going success.

### 8.3 Equal Employment Opportunities

The Parties recognise the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practices, that encourage equality of employment and development opportunities, continue and are promoted, during the life of this Agreement. This will include:

- (a) Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;
- (b) Inclusion of statements during recruitment that Council is an equal opportunity employer;
- (c) Ensuring selection of applicants for vacant positions is conducted in accordance with the law;
- (d) Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests; and
- (e) 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* (Qld).

### 8.4 Enterprise Bargaining Team

- (a) 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.

### 8.5 Joint Consultative Committee (JCC)

- (a) The implementation of this Agreement is the responsibility of the Executive Management Team.

- (b) To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, a Joint Consultative Committee (JCC) 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.
- (c) The JCC shall meet at least twice per year, 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.
- (d) The JCC will be encouraged to identify areas where better work practices could be implemented to improve efficiencies and reduce costs.

## 9. Dispute Settlement/Resolution

### 9.1 Dispute Resolution

- (a) The objectives of this procedure are the avoidance and resolution of employment related disputes .
- (b) Any disagreement between the Parties as to the interpretation or implementation of this Agreement and/or the Parent Award/s shall be subject to the following steps:
  - (i) **At the workplace**

Subject to legislation, during the dispute the *status quo* existing immediately prior to the matter giving rise to the dispute shall 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.
  - (ii) **No party** shall be prejudiced as to final settlement by the continuation of work in accordance with this clause.
- (c) Any dispute 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.
  - (i) **Stage 1** – the matter is to be discussed by the employee, the employee’s union representative 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) **Stage 2** – if the matter is not resolved at stage 1, it shall be referred by the employee or the employee’s union representative 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) **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.
- (iv) **Stage 4** – if the matter remains unresolved, then either party may refer the matter to the Queensland Industrial Relations Commission (QIRC).
- (d) Nothing contained in this procedure shall prevent employees, their unions or Council from communicating in respect of matters in dispute, should such action be considered conducive to achieving resolution.
- (e) There shall be a commitment by the parties to achieve adherence to this procedure including the earliest possible advice by one party to the other of any issue or problem that may 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

- (a) Prior to Council making 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).
- (b) 'Significant effects' include termination of employment and redundancy; major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations, and the restructuring of jobs.
- (c) Where the Agreement/relevant Parent 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

- (a) Council shall consult the employees affected, and where relevant, their Union/s, 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 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 shall occur as soon as practicable prior to the decision referred to above.
- (c) For the purpose of such consultation, Council shall provide in writing to the employees concerned and, where relevant, their Union/s who are a party to this 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.

- (d) However, Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

## 11. Security of Employment

11.1 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 Council has the benefit of a stable and committed workforce.

11.2 Such steps shall include measures to increase the security of employees' employment. However, the Parties recognise that Council will require the use of contractors to carry out Council work:

- (a) in the event of a lack of available skills in the Council's workforce for the provision of those works or services; or
- (b) where the work volume is beyond the capacity of Council resources or existing staff; or
- (c) where there is a lack of available infrastructure capital or a cost in the provision of technology in order to undertake the works or services; or
- (d) where the type of work or specialisation required is beyond the capacity of Council resources or existing staff; or
- (e) there is a legislative or funding requirement that the works be undertaken by competitive tender or by contract; or
- (f) where Council's own employees and/or plant have been utilised and optimised in the first instance wherever practicable.

11.3 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.

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

11.5 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.

11.6 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 termination

- (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/s in accordance with clause 10 of this Agreement.

### 12.2 Redeployment and Retention

- (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 retention.
- (b) Council shall provide employees with a two (2) 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 (2) days (or such further period as may be approved by the Chief Executive Officer or Delegated Officer).

### 12.3 Redundancy

Where redeployment or retention is not practical or where the employee has rejected a redeployment offer, 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 Voluntary Redundancy

If sufficient Expressions of Interest are not received and accepted through clause 12.3 above, Council may seek Expressions of Interest for voluntary redundancy across all roles within the same work unit/s within Council. Council has no obligation to accept any 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 in clause 12 of this Agreement, 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 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 base rate of pay. The minimum payment is four (4) weeks' pay and the maximum is 52 weeks.

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

Notwithstanding clause 12.6 of this Agreement, employees with less than one year's continuous service shall be given an indication of the impending redundancy at the first reasonable opportunity. Council shall take such steps as may be reasonable to facilitate the employees obtaining suitable alternative employment.

## 12.8 Employees exempted

Clauses 12.1 – 1.7 do not apply:

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

# 13. Hours of Work and Rostering

## 13.1 Span of Ordinary Hours – General

- (a) Subject to clause 13.1(b), the span of ordinary hours of work shall be 05:00 am – 08:00 pm, Monday to Friday.
- (b) Ordinary hours of work as stipulated by clause 13.1(a) may be worked on Saturday and/or Sunday in the following work areas:
  - (i) aerodromes/airports;
  - (ii) caretakers/hall organisers;
  - (iii) cleaners;
  - (iv) community services/recreation centres;
  - (v) information centres/tourism services;
  - (vi) garbage, sanitary and sullage services;
  - (vii) local law enforcement; and

(viii) libraries.

(ix) livestock and saleyards.

- (c) Where ordinary hours are worked on a Saturday and/or a Sunday in accordance with this clause, Employees shall be paid the relevant weekend penalty rates as applicable by the Parent Award/s.

**13.2 Hours of Work - Employees covered by Stream A Award (excluding supervisors of employees covered by Stream B and C Award)**

- (a) Full-Time employees shall work and be paid for 7.25 hours per day, or an average of 36.25 hours per week.
- (b) Full-Time employees shall work a 19-Day Month arrangement over a four (4) week work cycle in accordance with clause 15.6 of this Agreement, with one day being taken as Rostered Day Off. Employees' ordinary hours of work shall be calculated on the basis of working 145 ordinary hours in the 19-Day period.

**13.3 Hours of Work - Employees covered Stream B and C Awards and their Supervisors covered by Stream A Award**

- (a) Full-Time employees shall work and be paid for 7.6 hours per day, or an average of 38 hours per week.
- (b) Full-Time employees shall work a 9-Day Fortnight arrangement over a two (2) week work cycle in accordance with clause 15.6 of this Agreement, with one day being taken as Rostered Day Off every fortnight. Employees' ordinary hours of work shall be calculated on the basis of working 76 ordinary hours in the 9-Day period.
- (c) Supervisors covered by Stream A Award, shall work and be paid for 7.6 ordinary hours per day, or an average of 38 hours per week. For the purpose of calculating the ordinary hourly rate, the divisor used shall be 36.25 at the supervisors' base hourly rate of pay (i.e. weekly pay divided by 36.25 = ordinary hourly rate of pay).
- (d) By mutual agreement between Council and employees, and due to operational requirements, employees may be requested to work up to a maximum of 10 ordinary hours on any day/shift (excluding unpaid meal breaks). The roster may include 3 days at 10 hours and 1 day at 8 hours followed by an additional day off at to be paid at the applicable ordinary rate of pay. For clarity, the 10 hour day/shift is exclusive of any unpaid meal breaks which the employees are entitled to access.

**13.4 Overtime**

- (a) Overtime rates shall apply under the applicable relevant Parent Award/s.
- (b) Subject to the RDO provisions in clause 15.6, employees covered by Stream A Award (other than Supervisors of Stream B and C Awards) shall be paid overtime

penalty rate where they are required to work outside the span of ordinary hours or in excess of 36.25 hours per week.

- (c) Subject to the RDO provisions in clause 15.6, employees covered by Stream B and C Awards and their Supervisors covered by Stream A Award, shall be paid overtime penalty rate where they are required to work outside the span of ordinary hours, or in excess of 38 hours per week.

#### 13.5 Rosters and changes to rosters

- (a) 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.
- (b) A roster can be altered by mutual consent at any time and may be altered by Council on seven (7) days' notice.
- (c) Where practicable, two (2) 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.

## 14. Types of Employment

An employee may be engaged on a permanent Full-Time/ Part-Time, Casual or maximum term basis.

#### 14.1 Full-Time Employment

A Full-Time employee (whether permanent or temporary) is engaged to work an average of 36.25 hours or 38 hours per week, whichever is applicable under the Parent Award/s.

#### 14.2 Part-Time Employment

- (a) A Part-Time employee is engaged to a regular number of hours averaging less than 36.25 hours or 38 hours per week, whichever is applicable under the Parent Award/s.
- (b) To enhance the productivity of Council and/or to meet the specific needs of employees, the ordinary spread of hours or the days that ordinary hours are worked may be varied by mutual agreement up to an including Full-Time hours without incurring overtime penalties. Additional ordinary hours worked in accordance with this clause shall be paid at the applicable ordinary rate of pay and shall be taken into account for the purpose of accrual of leave.



### 14.3 Casual Employment

- (a) A Casual employee is engaged as such and on hourly basis (i.e. casual engagement). Each casual engagement stands alone with a minimum payment for two (2) hours.
- (b) A Casual employee shall, at the completion of six (6) months' service with Council, have a right to request, via application to the CEO, to have their employment converted to Full-Time or Part-Time employment if it could be reasonably expected that their employment is to continue on the basis of operational needs.
- (c) Where an employee's casual employment is converted in accordance with clause 14.3(b), the pattern of ordinary hours worked by the employee in the preceding six (6) months shall be used as the basis for determining the type of employment (i.e. Full-Time or Part-Time).

### 14.4 Maximum Term

- (i) The parties recognise that Council may at various times be required to employ staff on a maximum term basis. This requirement would come about under but not limited to the following circumstances:
  - (B) Where the position is only required for a set time;
  - (C) Where the position is only required for the life of a project;
  - (D) Where the position is only created for the life of a set amount of funding (e.g. some government services)

## 15. WORKING ARRANGEMENTS

### 15.1 Local Area Work Agreements (LAWA)

- (a) The parties recognise the value and benefit in providing for a process that enables Council, workgroups or individuals to develop and implement unique working arrangements suited to the needs of the workgroup and requisite work to be performed.
- (b) Where Council, relevant workgroups and individuals agree there is a need for unique work agreements the following process will be followed:
  - (i) Directly affected Employees, unions (if applicable) and Council will consult and agree on arrangements to be implemented;
  - (ii) The arrangements must meet the operational requirements of Council;
  - (iii) The parties agree to genuinely consider any reasonable agreement proposed; and
  - (iv) Agreement must be obtained from more than 65% of affected employees.

- (c) Where established, LAWAs will be read in conjunction with the relevant Parent Award/s and this Agreement.
- (d) The LAWA must be in writing and include a pre-determined term of the LAWA and a provision for its termination.
- (e) The LAWA must be signed by Council and the relevant Employees.
- (f) All LAWAs must be appended to this Agreement and will form part of the Agreement, even if they are agreed following the certification of this Agreement. Where there is a conflict between the terms of a LAWA and the terms of this Agreement, the LAWA provisions will prevail.
- (g) The LAWA must not, on balance, result in an overall reduction in the entitlements or protections the relevant Employees have under this Agreement and/or the relevant Parent Award/s.

#### 15.2 Business Specific Agreements (BSA)

- (a) The parties agree that it is appropriate to provide a process that enables Council work units / work groups to develop and implement working arrangements suited to their needs or task(s)/project(s) in hand.
- (b) Where the employees to be directly affected and Council mutually agree on the need for such arrangements, the following process shall be applied:
  - (i) management shall consult directly affected employee and agree on the Business Specific Agreements (BSA) to be implemented.
  - (ii) Employees may consult with their nominated representative(s) and/or unions prior to agreeing to a BSA.
  - (iii) The BSA must be signed off by the Council and the relevant employees affected.
  - (iv) All BSAs (if any) shall form part of this Agreement and be appended as schedules to this Agreement even if they are agreed following the certification of this Agreement.
- (c) where there is a conflict between the terms of a BSA and the terms of this Agreement, the provisions of the BSA will prevail.
- (d) Important principles behind the working arrangements are:
  - (i) Such arrangements meet operational requirements.
  - (ii) Agreement has been obtained from majority affected employees.
  - (iii) Approval has been obtained from management.

### 15.3 Job Sharing

- (a) Any permanent Full-Time position may be filled by two (2) employees on a Part-Time basis where job sharing is suitable to the requirements of the position and there is mutual agreement between the employees and Council.
- (b) Employees employed in a job sharing arrangement shall have all leave entitlements as applicable by the Agreement or the relevant Parent Award on a pro rata basis.
- (c) All job sharing employment arrangements shall be subject to a half yearly review process in order to assess the effectiveness of the arrangement. Movement to the next highest salary point within a level shall occur, subject to satisfactory performance appraisal, at yearly intervals.

### 15.4 Flexible working arrangements

- (a) The provisions under this clause supplement the flexible working arrangements as determined by the QES.
- (b) The parties are committed to providing 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.
- (c) 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.
- (d) This flexibility is not to be unreasonably withheld.
- (e) These flexible working arrangements may include:
  - (i) Span of hours;
  - (ii) Rostering and Work Cycles – e.g. (9 on 5 off);
  - (iii) Rostered days off;
  - (iv) Other matters by mutual consent.
- (f) The Parties agree that adequate consultation and communication provide a major contribution to efficient, flexible and productive employee and management practices.

### 15.5 Family Friendly Working Arrangements

- (a) The provisions under this clause supplement the flexible working arrangements as determined by the QES, including but not limited to injury, illness and/or disability.
- (b) 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.
- (c) All family friendly working arrangements shall be by mutual agreement between Council and the relevant employee and shall be at the voluntary request of the employee.
- (d) In considering these requests the parties agree that any arrangement:
  - (i) Operates in a fair and consistent manner as is possible taking into consideration the requirements of each person's job;
  - (ii) Meets the operational needs of Council;
  - (iii) Includes a monitoring and evaluation mechanism; and
  - (iv) Operates to ensure there is no loss of the level of responsiveness and quality of service to both the public and other officers.

### 15.6 Rostered Days Off (RDO)

- (a) **Employees covered by Stream A Award (other than Supervisors of Stream B and C Awards employees)**
  - (i) Full-Time employees shall work a nineteen (19) day month. This work cycle will provide one (1) RDO for each four (4) weeks of work.
  - (ii) To accrue one (1) RDO a month, employees must work 19 X 7.63 hour days per four (4) week work cycle. For clarity, employees are paid for 7.25 hours on any day they work, and the extra time worked is banked towards their RDO which is accessed on full pay. All working days are exclusive of unpaid lunch breaks.
- (b) **Employees covered by Stream B and C Awards and their Supervisors covered by Stream A Award**
  - (i) Employees shall work a nine (9) day fortnight cycle. This work cycle provides for one (1) RDO in each two (2) week work cycle.
  - (ii) To accrue one (1) RDO a fortnight, employees must work eight (8) X 8.5 hour days and one (1) day X eight (8) hours in each Two (2) week work cycle. For clarity, employees are paid for 7.6 hours on any day they work, and the extra time worked is banked towards their RDO which is accessed on full pay. All working days are exclusive of unpaid lunch breaks.

- (iii) The RDO 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.

**(c) RDOs – General Terms**

- (i) Unless otherwise approved by the CEO, employees may bank up to five (5) RDOs in any six (6) months period. All banked RDOs are to be used during the annual closedown.
- (ii) Banked RDOs may be taken at any time subject to agreement between the employee and their supervisor.
- (iii) Banked RDOs shall be reviewed bi-annually and any RDO balances in excess of five (5) days shall be paid out at ordinary rate of pay in July and January of each year.
- (iv) All RDOs shall be available when required, subject to the employee giving at least one (1) week's notice in writing to their supervisor, and provided that Council operations and provision of services are not interrupted or rendered less efficient or costlier.
- (v) Employees required to work on a scheduled RDO may elect to be paid for working on that RDO at overtime rate, or alternatively, the RDO may be re-allocated to a mutually agreeable day without attracting penalty rates and work performed on that day will be paid at the applicable ordinary rate of pay (100%).
- (vi) This clause shall not preclude the parties agreeing to a different work cycle depending on operational circumstances and in line with the flexibility arrangements.

**15.7 Time Off in Lieu (TOIL)**

- (a) Overtime may be worked with the prior approval of Management. Employees requested to work overtime may elect to have that time acquitted as TOIL instead of payment for overtime.
- (b) TOIL shall be accrued and accessed on a time for time basis and be paid at the ordinary rate of pay.
- (c) TOIL may be taken subject to the following conditions:
  - (i) The employee has accumulated an appropriate amount of "Time Accrued" at the commencement of the day upon which the period of TOIL is required;
  - (ii) Operational needs are to be considered when time off is granted and an employee's time off will only be approved when it does not impose on operational demands.

- (iii) Prior approval of the supervisor has been obtained. Where the employee requests to take four (4) or more hours of TOIL, such request must be submitted to the employee's supervisor with at least 24 hours' notice.
- (iv) In the case of an emergency, an employee may contact their manager and arrange to take time off without 24 hours' notice.
- (d) Generally, TOIL shall be given and taken within six (6) months of the occurrence of the overtime, however, with management approval, up to a maximum of five (5) days may be banked in any period of six (6) months and must be for use during the annual closedown period.
- (e) All TOIL not taken within six (6) months of accrual will be paid out at single time rate (100%).
- (f) Where TOIL is not granted by the Council within the prescribed six (6) month period, the time off shall be paid at the applicable overtime rate.

#### 15.8 Annual Closedown

- (a) It is the intention of Council to have an annual closedown for all work areas, excluding essential services and Council operations, over the Christmas/New Year period. Council shall provide employees at least 90 days of notice of the dates of the closedown.
- (b) Prior to taking annual leave or long service leave over this period, employees must access any banked RDOs and/or TOIL first. If there are no paid leave entitlements available, the employee will be on leave without pay.

## 16. Remuneration and Benefits

### 16.1 Salary Increase

- (a) Council agrees to pay employees a salary increase as detailed below during the term of the Agreement:
  - (i) 4.00% to be paid on the 1<sup>st</sup> full pay period following the certification of this Agreement and to be backdated to the 1<sup>st</sup> pay period in July 2024;
  - (ii) 3.50% to be paid on the 1<sup>st</sup> full pay period following the 1<sup>st</sup> anniversary of certification of this Agreement;
  - (iii) 3.50% to be paid on the 1<sup>st</sup> full pay period following the 2<sup>nd</sup> anniversary of certification of this Agreement; and
  - (iv) 4.00% to be paid on the 1<sup>st</sup> full pay period following the 3<sup>rd</sup> anniversary of certification of this Agreement.

## 16.2 Salary Packaging/Salary Sacrifice

- (a) All employees covered by this Agreement shall be entitled to salary sacrifice.
- (b) The salary, for Superannuation purposes, applying to the employee, shall comply with current taxation and Superannuation rules guidelines.
- (c) The costs of any outgoings that might be incurred by Council in a salary sacrifice arrangement shall be borne by the employee.
- (d) 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.
- (e) Council will not provide salary packaging advice to employees.

## 16.3 Classification and Salary Increments

### (a) Classification

- (i) Council positions will be classified in accordance with the level definitions provided for in the relevant Parent Award/s, and the provisions set out below, and employees shall be appointed to these positions.
- (ii) 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:
  - (A) the purpose of the position;
  - (B) the responsibility level of the position;
  - (C) the skills, knowledge, experience, qualifications and/or training required;
  - (D) the organisational relationship of the position;
  - (E) the accountability/extent of authority of the position; and
  - (F) the health and safety responsibilities.
- (iii) 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.

(b) **Salary Movement**

- (i) For employees covered by Stream A Award, movement to the next highest salary point within a level will be by annual increment subject to satisfactory performance for the previous twelve months.
- (ii) New employees covered by Stream B C Awards, shall be moved to level 3 classification after 12 months satisfactory service in level 2.

16.4 **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.

16.5 **Transition to Retirement**

- (a) Transition to retirement arrangements may be available to employees considering full-time retirement from the workforce, and who may consider a transition period to retirement.
- (b) Transition to retirement arrangements shall be in accordance with Council's Transition to Retirement Policy (as may be replaced or amended from time to time) and may vary between individuals as both individual and operational needs are considered.
- (c) Arrangements between Council and the employee will be documented in writing confirming the agreed pattern of work required.
- (d) Arrangements may be varied by mutual agreement between the employee and Council and any agreed variations will be documented in writing.
- (e) Accrued leave entitlement balances held immediately prior to accepting a transition to retirement arrangement will not be affected by accepting the transition to the retirement arrangement. On commencement of the transition to retirement arrangement, all leave will accrue in accordance with the relevant hours of work clause in this Agreement and/or the applicable Parent Award/s.

16.6 **Allowances**

- (a) Employees are entitled to claim the following allowances in lieu of the respective allowances under the applicable Parent Award/s. Allowances provided for under this Agreement, except for locality allowance, shall increase in the same manner



as determined by the wages increase provision from the 1<sup>st</sup> pay period following the 1<sup>st</sup> anniversary of the certification of the Agreement.

(b) **Locality Allowance**

(i) Employees covered by Stream A Award shall continue to be paid the locality allowance as follows:

<b>Blackall</b>	<b>Blackall</b>	<b>Tambo</b>	<b>Tambo</b>
<b>Weekly Full Rate</b>	<b>Weekly Half Rate</b>	<b>Weekly Full Rate</b>	<b>Weekly Half Rate</b>
\$51.25	\$25.63	\$63.35	\$31.68

(ii) Subject to clause 16.6(b)(iii), Council will extend the locality allowance to employees covered by Stream B and C Awards who are covered by this Agreement in accordance with the terms of this clause. Employees paid the locality allowance shall no longer be entitled to claim the Divisional and District allowance payable under the relevant Award/s.

(iii) The locality allowance payable to Employees covered by Stream B and C Awards shall be staggered over a three (3) period as follows:

<b>Blackall</b>	<b>Blackall</b>	<b>Tambo</b>	<b>Tambo</b>	<b>Timing of Payment</b>
<b>Weekly Full Rate</b>	<b>Weekly Half Rate</b>	<b>Weekly Full Rate</b>	<b>Weekly Half Rate</b>	
\$25.63	\$12.81	\$31.68	\$15.84	1 <sup>st</sup> pay period following certification of the Agreement
\$38.44	\$19.22	\$47.51	\$23.76	1 <sup>st</sup> pay period following the 1 <sup>st</sup> anniversary of certification the Agreement
\$51.25	\$25.63	\$63.35	\$31.68	1 <sup>st</sup> pay period following the 2 <sup>nd</sup> anniversary of certification the Agreement

- (iv) The full rate of the locality allowance shall be paid to an Employee who satisfies the CEO that they have a dependent spouse, dependent de facto spouse or dependent child.
- (v) Half rate of the locality allowance shall be paid to an Employee who does not have a dependent spouse, dependent de facto spouse or dependent child. An employee who lives with a spouse or de facto spouse who is also eligible to receive the locality allowance under this clause 16.6, shall also be entitled to half rate of the locality allowance, irrespective of whether the employee has a dependent.

(c) **Tool Allowance**

- (i) An employee who is employed as a tradesperson and is required to supply and use their own tools, shall be paid an additional allowance of \$27.50 per week.
- (ii) 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.
- (iii) The payment of a tool allowance is not applicable when the tools are supplied by Council.

(d) **Toilet Cleaning Allowance**

Employees who are required to clean toilets, other than by merely hosing them, as part of the normal course of their work, shall be entitled to be paid an allowance of \$10.00 per day whilst so engaged.

(e) **Meal Allowance**

A meal allowance is paid two (2) hours after the ceasing time of the shift and at each four (4) hours thereafter. It is agreed that the meal allowance applying to all employees will be \$18.00.

(f) **Higher Duties**

In an acknowledgement that Council expects some 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. Where an employee engages in higher duties for more than four (4) hours, they will be paid for the whole shift at the higher rate.

**16.7 Wet Weather**

- (a) 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.
- (b) 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.

- (c) 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.
- (d) 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.

#### 16.8 Service Time

- (a) 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.

#### 16.9 Employee Development

- (a) The parties recognise that in order to increase the efficiency and productivity of Council, a significant commitment to structured training and skill development is required.
- (b) 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.
- (c) It is acknowledged that training is of mutual benefit for Council and employees. As such, any training provided outside of working hours shall be accrued or paid at ordinary time.
- (d) 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:
  - (i) satisfy organisational development needs;
  - (ii) are directly related to employee work areas;
  - (iii) provide skills appropriate to employees' career paths;
  - (iv) 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.

## 16.10 Travel

- (a) 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.
- (b) An employee required to travel as part of the employee's duties at hours outside the ordinary hours of work, shall be paid for such traveling time at ordinary rates Monday to Friday inclusive, and at time and one half on Saturdays, Sundays and Public Holidays, provided that such payment shall not exceed the number of applicable ordinary hours on any day (7.6 or 7.25 as applicable under the relevant Parent Award).
- (c) Where travelling is conducted outside the ordinary hours following working overtime, employees will be paid for such travel at the rate of time and one half.
- (d) If an employee attends a conference/seminar which is approved by Council, but is not essential to the employee's role, and travel to the conference/seminar requires the employee to travel outside of ordinary working hours, such travel may be undertaken on the employee's own time without any cost to Council for such travelling time. 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.

## 16.11 Use of Private Motor Vehicle

- (a) Where an employee is required, and has prior approval, 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).

## 17. Leave

### 17.1 Bereavement and Compassionate Leave

- (a) This provision supplements the entitlements as determined by the QES.
- (b) Bereavement or compassionate leave is granted where a member of the Employee's immediate family (as defined by the QES) dies or suffers a life-threatening illness or injury.
- (c) Paid Bereavement leave shall be accessed depending on the distance the Employee is required to travel (from their place of residence) to attend a funeral in accordance with the table below:

Distance travelled one way	Leave entitlement
Up to 500km	2 Days
500km – 1,000 km	3 Days
Over 1,000 km	4 days

- (d) Notwithstanding clause 17.1(c), employees may access other additional forms of paid leave from their leave accruals by making a request to be approved by the CEO or the relevant delegated officer.
- (e) Employees may be granted up to two (2) days' leave from personal 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 QES).
- (f) The taking of bereavement and compassionate leave shall be subject to the production of evidence satisfactory to the CEO or the completion of a statutory declaration, if so requested.
- (g) Access to bereavement and compassionate leave in other circumstances (e.g. where the person is not a member of the employee's immediate family) may be available subject to the discretion of the CEO.

## 17.2 Annual Leave

- (a) All employees (other than casuals) are entitled to accrue five (5) weeks of annual leave per year with 17.5% annual leave loading. For calculation purposes, 1 day is defined as 7.25 hours or 7.6 hours based on the relevant Parent Award (or on a pro-rata basis for a Part-Time Employee).
- (b) Employees shall be permitted to take annual leave at any time during the year by arrangement with the relevant Supervisor.
- (c) Employees shall not have more than ten (10) weeks annual leave accrued in their balance. If an employee has accrued more than ten (10) weeks of annual leave at the time of commencement of this Agreement, the Employee must discuss with the CEO (or the person as delegated by the CEO) ways to reduce their accrued Annual Leave down to ten (10) weeks in accordance with the below timeframes:

<b>Number of weeks of accrued annual leave</b>	<b>Timeframe within which employee is to reduce the annual leave down to 10 weeks</b>
More than ten (10) weeks but less than 20 weeks	24 months
More than 20 weeks but less than 30 weeks	36 months
30 weeks or more	48 months

- (d) Notwithstanding clause 17.2(c) of this Agreement, an employee may apply to the CEO for an extension of the timeframe within which the Employee is required to access their leave. The CEO will determine each request on a case-by-case basis.

- (e) Employees may request to cash out their annual leave in accordance with the provisions of the *Industrial Relations Act 2016* (Qld), but must maintain a minimum balance of five (5) weeks.

### 17.3 Long Service Leave

- (a) Employees covered by this Agreement shall be eligible for long service leave as follows:
  - (i) 13 weeks paid long service leave after completing 10 years of continuous service and a proportionate period for any incomplete year of service thereafter; and
  - (ii) A further 13 weeks after a further 10 years of service.
  - (iii) An employee who has more than seven (7) but less than ten (10) years of service, shall be paid *pro-rata* long service leave upon termination of employment, except if the termination was because of the employee's conduct or performance.
  - (iv) For calculation purposes 1 day is defined as 7.25 hours or 7.6 hours based on each employee's stream of the relevant Parent Award (or on a pro-rata basis for a Part-Time Employee).
- (b) Long service leave usage will be administered as per Council's Long Service Leave policy.

### 17.4 Personal (Sick/Carer's) Leave

- (a) Employees (other than casuals) are entitled to accrue 15 days of personal (sick/carer's) leave for each completed year of service.
- (b) An employee who is absent from work due to illness or injury must provide prompt notification to their relevant supervisor.
- (c) Employees are entitled to access their sick leave in order to care for a member of their immediate family (as defined by the QES) or household.
- (d) A medical certificate or other satisfactory evidence is required for all absences in excess of two (2) working days.
- (e) Notwithstanding clause 17.4(a), where personal (sick/carer's) leave is excessive and establishes a pattern, the relevant supervisor or CEO may request a medical certificate on every occasion of absence on personal (sick/carer's) leave. The requirement under this clause shall cease after six (6) months, unless the personal (sick/carer's) leave remains to be excessive and/or continues to form a pattern.

### 17.5 Access to Sick Leave for Top Up Payments

- (a) 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.
- (b) Conditions applying to access 'top up' are as follows:
  - (i) Top up payments may only be topped up via an employee's existing accrued sick leave balance;
  - (ii) Top up provisions can only apply from the end of the first 26 weeks of incapacity; and
  - (iii) Employees must make a written application to the CEO before any 'top up' arrangement is implemented.

### 17.6 Leave without Pay

- (a) After 12 month's satisfactory service, leave without pay for special circumstances will be available to all employees at the discretion of the CEO up to a maximum of one year, and such leave will not constitute a break in the continuity of service of the employee, however, it shall not be counted as service for the purpose of calculating long service leave entitlements, unless the period of leave without pay totals less than three (3) months.
- (b) 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.
- (c) This will be administered as per Council policy.

### 17.7 Parental Leave

- (a) Staff who qualify for parental leave may gain additional access to annual leave and long service leave as prescribed below:
  - (i) 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
  - (ii) Staff eligible for long service leave after seven (7) 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.
  - (iii) 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.

- (b) This can either be taken concurrently or following the taking of the federal government paid parental leave scheme.

#### 17.8 Domestic and Family Violence Leave

- (a) Employees, including casuals, may be granted up to a maximum of ten (10) days off work per calendar year where the employee has:
  - (i) Experienced domestic violence; and
  - (ii) The employee needs to take domestic and family violence leave as a result of the domestic violence.
- (b) Where an employee has accessed the full paid entitlement under clause 17.8(a) of this Agreement, the Employee may make a request to the CEO for further **unpaid** domestic and family violence leave, capped at a maximum of ten (10) days in any one calendar year. A request under this clause must be accompanied by evidence to the satisfaction of the CEO.
- (c) This leave entitlement is not cumulative from year to year.
- (d) Leave under this clause is not available to employees who are the perpetrators of the domestic and family violence.
- (e) Employees supporting a person experiencing domestic and family violence may take personal (sick/carer's) leave or any other form of accrued leave to accompany them to court or hospital, or to assist with childcare, accommodation or other matters.
- (f) An employee seeking to access family and domestic violence leave under clause 17, should notify their supervisor or the CEO as soon as reasonably practicable of their intention to take or remain on domestic and family violence or other type of leave for this purpose.
- (g) For the purpose of clauses 17, proof of domestic and family violence may be required. Sufficient proof may be in the form of a document issued by the Police Service, a Court, a Doctor, a Nurse, a Domestic and Family Violence Support Service or a Lawyer.
- (h) In order to provide support to an employee experiencing domestic and family violence and to provide a safe work environment, Council will approve any reasonable request from an employee for changes to their span of hours or pattern of hours and/or shift patterns, changes to duties, changes to their contact details, or any other appropriate measure including those available under existing work arrangements.
- (i) All personal information concerning domestic and family violence will be kept confidential and only shared with employees who have a genuine need to know. No information will be kept on an employee's personnel file without their express written permission. Council will work collaboratively with the employee who is



experiencing domestic violence to develop protocols to restrict access to the employee's personal information and contact details.

#### 17.9 Declared Natural Disaster Leave

- (a) Employees unable to attend work as a result of a declared natural disaster by Council or the Queensland State Government, may be granted up to a maximum of five (5) days paid leave per year to be comprised of two (2) days of paid natural disaster leave and three (3) paid days of annual leave, RDOs or TOIL. This leave does not accumulate from year to year.
- (b) Upon the declaration of a natural disaster situation affecting the Blackall-Tambo Region, or where the CEO has deemed an event to be a natural disaster, leave in accordance with clause 17.9(a) is given where:
  - (i) An employee is unable to report to work at any of Council's depots or premises from which that employee's duties are conducted by means of plant and/or equipment being stationed there and perform their required or alternative duties or attend training; or
  - (ii) The continuation of work under extreme conditions is deemed to be unsafe due to workplace health and safety considerations, and the employee is required to leave the work site and return home; or
  - (iii) The employee is stranded outside of the Council's Region and is unable to return to the Region due to a declared national disaster.
- (c) Clause 17.9(b) would apply to declared natural disasters to undertake the following activities:
  - (i) ensure protection of family, property and livestock;
  - (ii) secure their residence and belongings;
  - (iii) undertake temporary or emergency repairs; and/or
  - (iv) clean up to restore their dwelling to a habitable state.
- (d) Notwithstanding clause 17.9(a), in situations other than declared natural disasters where an employee is required to return home, or is unable to attend work, they will be eligible to access other forms of accrued leave. All other forms of leave must be taken prior to accessing personal leave.
- (e) Subject to clauses 17.9(c) and (d), where a general and wide spread threat of flooding, cyclone, bush fire or other natural occurrence is imminent, and where a

natural disaster has not been declared, the CEO will approve leave at their discretion on a case by case basis.

#### 17.10 State Emergency Services/Rural Fire Brigade

- (a) 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.
- (b) 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.
- (c) 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.

## 18. Other Conditions

### 18.1 Employment Relations

#### (a) Union Encouragement

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

#### (b) Documentation to be provided by Employer

- (i) At the point of engagement, Council shall advise employees that a Statement of Policy on Union Encouragement has been issued by the QIRC, a copy of which is to be kept on the premises of Council in a place readily accessible by the employee.
- (ii) Council shall also identify the existence of a Union encouragement clause in this Agreement.

#### (c) Union delegates

- (i) 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.
- (ii) Council shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

(d) **Deduction of union fees**

Council 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.

(e) **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.

(f) **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* (Qld). Examples of this may be as follows:

- (i) meeting with workplace delegates;
- (ii) meeting with members of staff; and
- (iii) meeting with relevant management team members on matters associated with this Agreement or current industrial workplace issues.

**18.2 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.

**18.3 Uniforms and Personal Protective Equipment**

Council shall supply uniforms and Personal Protective Equipment (PPE) as provided by the Policy on Uniforms and PPE.

## 19. Schedule 1 – Salary / Wage Rates

### 19.1 Local Government Industry (Stream A) Award – State 2017 Administrative

LEVEL	Weekly base rate of pay as at Sept 2023	Weekly base rate of pay (plus 4%) from the 1 <sup>st</sup> pay period following certification of Agreement	Weekly base rate of pay (plus 3.5%) from the 1 <sup>st</sup> pay period following 1 <sup>st</sup> anniversary of certification of Agreement	Weekly base rate of pay (plus 3.5%) from the 1 <sup>st</sup> pay period following 2 <sup>nd</sup> anniversary of certification of Agreement	Weekly base rate of pay (plus 4%) from the 1 <sup>st</sup> pay period following 3 <sup>rd</sup> anniversary of certification of Agreement
8.5	\$2,088.61	\$2,172.16	\$2,248.18	\$2,326.87	\$2,419.94
8.4	\$2,044.28	\$2,126.05	\$2,200.46	\$2,277.48	\$2,368.58
8.3	\$1,999.95	\$2,079.95	\$2,152.75	\$2,228.09	\$2,317.22
8.2	\$1,955.62	\$2,033.85	\$2,105.03	\$2,178.71	\$2,265.85
8.1	\$1,911.29	\$1,987.74	\$2,057.31	\$2,129.32	\$2,214.49
7.3	\$1,866.96	\$1,941.64	\$2,009.60	\$2,079.93	\$2,163.13
7.2	\$1,866.96	\$1,941.64	\$2,009.60	\$2,079.93	\$2,163.13
7.1	\$1,820.17	\$1,892.97	\$1,959.23	\$2,027.80	\$2,108.91
6.3	\$1,820.17	\$1,892.97	\$1,959.23	\$2,027.80	\$2,108.91
6.2	\$1,754.29	\$1,824.46	\$1,888.31	\$1,954.40	\$2,032.58
6.1	\$1,700.72	\$1,768.75	\$1,830.66	\$1,894.73	\$1,970.52
5.3	\$1,644.69	\$1,710.48	\$1,770.35	\$1,832.31	\$1,905.60
5.2	\$1,644.69	\$1,710.48	\$1,770.35	\$1,832.31	\$1,905.60

<b>5.1</b>	\$1,613.29	\$1,677.82	\$1,736.55	\$1,797.33	\$1,869.22
<b>4.4</b>	\$1,581.27	\$1,644.53	\$1,702.08	\$1,761.66	\$1,832.12
<b>4.3</b>	\$1,581.27	\$1,644.53	\$1,702.08	\$1,761.66	\$1,832.12
<b>4.2</b>	\$1,550.49	\$1,612.51	\$1,668.95	\$1,727.36	\$1,796.45
<b>4.1</b>	\$1,519.70	\$1,580.49	\$1,635.81	\$1,693.06	\$1,760.79
<b>3.4</b>	\$1,496.31	\$1,556.16	\$1,610.63	\$1,667.00	\$1,733.68
<b>3.3</b>	\$1,487.07	\$1,546.56	\$1,600.68	\$1,656.71	\$1,722.98
<b>3.2</b>	\$1,456.29	\$1,514.54	\$1,567.55	\$1,622.41	\$1,687.31
<b>3.1</b>	\$1,456.29	\$1,514.54	\$1,567.55	\$1,622.41	\$1,687.31
<b>2.4</b>	\$1,425.50	\$1,482.52	\$1,534.41	\$1,588.12	\$1,651.64
<b>2.3</b>	\$1,425.50	\$1,482.52	\$1,534.41	\$1,588.12	\$1,651.64
<b>2.2</b>	\$1,396.56	\$1,452.43	\$1,503.26	\$1,555.88	\$1,618.11
<b>2.1</b>	\$1,366.40	\$1,421.05	\$1,470.79	\$1,522.27	\$1,583.16
<b>1.6</b>	\$1,338.69	\$1,392.24	\$1,440.96	\$1,491.40	\$1,551.05
<b>1.5</b>	\$1,323.30	\$1,376.23	\$1,424.40	\$1,474.25	\$1,533.22
<b>1.4</b>	\$1,299.28	\$1,351.26	\$1,398.55	\$1,447.50	\$1,505.40
<b>1.3</b>	\$1,299.28	\$1,351.26	\$1,398.55	\$1,447.50	\$1,505.40
<b>1.2</b>	\$1,271.58	\$1,322.44	\$1,368.73	\$1,416.63	\$1,473.30
<b>1.1</b>	\$1,243.87	\$1,293.63	\$1,338.90	\$1,385.76	\$1,441.19

Casual loading (plus 25% of the applicable rate)

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

LEVEL	Weekly base rate of pay as at Sept 2023	Weekly base rate of pay (plus 4%) from the 1 <sup>st</sup> pay period following certification of Agreement	Weekly base rate of pay (plus 3.5%) from the 1 <sup>st</sup> pay period following 1 <sup>st</sup> anniversary of certification of Agreement	Weekly base rate of pay (plus 3.5%) from the 1 <sup>st</sup> pay period following 2 <sup>nd</sup> anniversary of certification of Agreement	Weekly base rate of pay (plus 4%) from the 1 <sup>st</sup> pay period following 3 <sup>rd</sup> anniversary of certification of Agreement
9	\$1,456.29	\$1,514.54	\$1,567.55	\$1,622.41	\$1,687.31
8	\$1,425.50	\$1,482.52	\$1,534.41	\$1,588.12	\$1,651.64
7	\$1,396.56	\$1,452.43	\$1,503.26	\$1,555.88	\$1,618.11
6	\$1,366.40	\$1,421.05	\$1,470.79	\$1,522.27	\$1,583.16
5	\$1,338.69	\$1,392.24	\$1,440.96	\$1,491.40	\$1,551.05
4	\$1,323.30	\$1,376.23	\$1,424.40	\$1,474.25	\$1,533.22
3	\$1,299.28	\$1,351.26	\$1,398.55	\$1,447.50	\$1,505.40
2	\$1,299.28	\$1,351.26	\$1,398.55	\$1,447.50	\$1,505.40
1	\$1,271.58	\$1,322.44	\$1,368.73	\$1,416.63	\$1,473.30

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

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

LEVEL	Weekly base rate of pay as at Sept 2023	Weekly base rate of pay (plus 4%) from the 1st pay period following certification of Agreement	Weekly base rate of pay (plus 3.5%) from the 1st pay period following 1st anniversary of certification of Agreement	Weekly base rate of pay (plus 3.5%) from the 1st pay period following 2nd anniversary of certification of Agreement	Weekly base rate of pay (plus 4%) from the 1st pay period following 3rd anniversary of certification of Agreement
<b>C10 100%</b>	\$1,338.69	\$1,392.24	\$1,440.96	\$1,491.40	\$1,551.05

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

**Apprentices pay rates**

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)

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

<b>LEVEL</b>	<b>Weekly base rate of pay as at Sept 2023</b>	<b>Weekly base rate of pay (plus 4%) from the 1st pay period following certification of Agreement</b>	<b>Weekly base rate of pay (plus 3.5%) from the 1st pay period following 1st anniversary of certification of Agreement</b>	<b>Weekly base rate of pay (plus 3.5%) from the 1st pay period following 2nd anniversary of certification of Agreement</b>	<b>Weekly base rate of pay (plus 4%) from the 1st pay period following 3rd anniversary of certification of Agreement</b>
<b>BT3</b>	\$1,396.56	\$1,452.43	\$1,503.26	\$1,555.88	\$1,618.11
<b>BT1 100%</b>	\$1,338.69	\$1,392.24	\$1,440.96	\$1,491.40	\$1,551.05

Casual loading (plus 25% of the applicable rate)

**Apprentices pay rates**

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)



## 20. 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 )

Mike Lollback \_\_\_\_\_  
Signature

Mike Lollback \_\_\_\_\_

27/11/2024 \_\_\_\_\_  
Date

6 Coronation Drive, Blackall QLD 4472

Nancy Nystrom \_\_\_\_\_  
Signature of witness

Nancy Nystrom \_\_\_\_\_  
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:

Breanna Beattie  
Signature of witness

Breanna Beattie  
Name of witness (print)

Stacey Schinnerl

Signature of authorised officer

Stacey Schinnerl  
Name of authorised officer

3/12/2024  
Date

13/333 Adelaide Street, Brisbane QLD 4000  
Address of authorised officer

Queensland Secretary  
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:

Paul Dunbar  
Signature of authorised officer

Paul Dunbar  
Name of authorised officer

10/12/2024  
Date

Emma Eaves  
Signature of witness

16 Campbell Street, Bowen Hills QLD 4006  
Address of authorised officer

Emma Eaves  
Name of witness (print)

IR Co-ordinator  
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:

Neil Henderson  
Signature of authorised officer

Neil Henderson  
Name of authorised officer

29/11/2024  
Date

32 Peel Street, South Brisbane QLD 4101  
Address of authorised officer

John Donaghy  
Signature of witness

John Donaghy  
Name of witness (print)

Secretary  
Office held