

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 (Qld) – s 193 – certification of an agreement

Central Highlands Regional Council

AND

The Australian Workers' Union of Employees, Queensland

Queensland Services, Industrial Union of Employees

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

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

(Matter No. CB/2025/3)

**CENTRAL HIGHLANDS REGIONAL COUNCIL CERTIFIED AGREEMENT
2024-2027**

Certificate of Approval

On 26 February 2025, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016 (Qld)*:

Name of Agreement: **CENTRAL HIGHLANDS REGIONAL COUNCIL
CERTIFIED AGREEMENT 2024-2027**

Parties to the Agreement:

- Central Highlands Regional Council;
- The Australian Workers' Union of Employees, Queensland;
- Queensland Services, Industrial Union of Employees;
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; and
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees.

Operative Date: 26 February 2025

Nominal Expiry Date: 30 June 2027

Previous Agreement: *Central Highlands Regional Council Certified Agreement
2021-2024*

**Termination Date of
Previous Agreement:** 26 February 2025

By the Commission

C. J. GAZENBEEK
Industrial Commissioner
26 February 2025



Central Highlands
Regional Council

Certified Agreement

2024 - 2027

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PREAMBLE

The Certified Agreement is a strategic document that supports council's delivery of its corporate and operational plans.

Through this Agreement, the development of strong cooperative and collaborative relationships between Council, its employees and the Unions bound by this Agreement are critical to the implementation and monitoring of this Agreement. These relationships shall be characterised by openness, transparency and a commitment to effective ongoing engagement.

This Agreement establishes a new focus, aimed at providing a stronger service-wide context for enterprise bargaining and pay outcomes. With this in mind, the objectives of this Agreement are to:

- a) Provide a fair and equitable pay outcome
- b) Provide fair and equitable entitlements and consistency in conditions across the Central Highlands Regional Council
- c) Foster relationships between the parties to this Agreement that are based on mutual respect, trust and preparedness to consider alternative viewpoints
- d) Promote a balance between work and personal commitments
- e) Provide a safe and healthy workplace; and
- f) Provide rewarding jobs and ensure that all employees are appropriately valued and rewarded.

Through this Agreement, the Council is also seeking to foster an environment in which it continually strives to find better and more productive ways of working.

PART 1 – INTRODUCTION

1.1 TITLE

This Agreement shall be known as the Central Highlands Regional Council Certified Agreement 2024 – 2027 and shall be made in the Queensland Industrial Relational Commission.

1.2 DEFINITIONS

- a) *Act* unless otherwise defined in this Agreement shall mean the *Industrial Relations Act 2016 (Qld)*.
- b) *Award/s* - The Awards set out in Clause 1.6.
- c) *Council* - Central Highlands Regional Council.
- d) *Consultation* - shall mean where the Parties to this Agreement meet to discuss matters of mutual interest through an open communication process and an exchange of ideas and information.
- e) *CEO* - shall mean Chief Executive Officer.
- f) *Productivity* - Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness.
- g) *QIRC* - shall mean Queensland Industrial Relations Commission.
- h) *Union* - The Unions listed as party to this Agreement.
- i) *ELT* – shall mean Executive Leadership Team.

1.3 APPLICATION

This Agreement applies to all employees of Central Highlands Regional Council who are covered by the Awards listed in this Agreement. However, this Agreement shall not apply to any employee appointed as a senior officer (as defined under the Queensland Local Government Industry Stream A Award State 2017, as amended) pursuant to a written contract of employment, where:

- a) The contract states that the Agreement shall not apply to the terms and conditions applicable to the employee; and
- b) The terms and conditions of the employment contract do not result, on balance, in a reduction of the overall terms and conditions of employment applicable to the employee under this Agreement, and do not displace and are not otherwise inconsistent with the Queensland Employment Standards.

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

1.4 RENEGOTIATION

The parties undertake to provide their respective claims and commence discussions for renegotiation of a new Certified Agreement a minimum of six (6) months prior to the nominal expiry date shown in clause 1.6 and aim to finalise the Agreement prior to it reaching the nominal expiry date.

The parties to this agreement will remain open to exploring the structure and scope of this agreement to ensure positive outcomes for all employees covered by the agreement.

Council will commence discussions in relation to retaining the current format or moving to separate agreements prescribed in line with the Queensland Local Government Industry Awards with all parties no later than six (6) months before the expiry of this agreement.

1.5 PARTIES BOUND

The parties to this Agreement are Central Highlands Regional Council ABN 79 198 223 277 and its employees and the following Unions:

- a) The Australian Workers' Union of Employees, Queensland (AWU) ABN 54 942 536 069.
- b) Queensland Services, Industrial Union of Employees (QSU) ABN 13 540 483 194.
- c) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU) ABN 73 089 711 903.
- d) The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMWU) ABN 59 459 725 116.
- e) Plumbers & Gasfitters Employees' Union Queensland, Union of Employees (PGEU) ABN 35 676 288 606.

1.6 RELATIONSHIP TO PARENT AWARDS

This Agreement shall be read and interpreted wholly in conjunction with the awards listed below, provided that where there is any inconsistency between this Agreement and the awards listed below this Agreement shall take precedence to the extent of the inconsistency. Further, where this Agreement is silent, the provisions of the following awards shall apply:

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

1.7 NO EXTRA CLAIMS

The Agreement contains the agreed major change strategies to be pursued in the life of this Agreement. It is agreed that there shall be no extra claims by the parties in the life of this Agreement beyond those negotiated, except where consistent with a wage case decision or any other decision of the QIRC which overrides this Agreement.

1.8 DATE AND PERIOD OF OPERATION

This Agreement shall have effect from the date of certification and shall continue to have effect until the nominal expiry date of 30 June 2027. The Agreement shall continue to have full effect following the nominal expiry date until it is varied.

PART 2 - POSITIVE EMPLOYMENT RELATIONS

2.1 PURPOSE AND OBJECTIVES OF THE AGREEMENT

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

- a) Provide flexible work arrangements to facilitate improved efficiency, productivity and quality of employment and align rewards and recognition with continuous improvements.
- b) Commitment to continuous improvement in work practices to ensure the provision of quality services to the community and the Council's customers.
- c) Promote a harmonious and productive work environment through ongoing collaboration, consultation and engagement.
- d) Commitment to maintaining a healthy and safe work environment.
- e) Focus on competitiveness to ensure the Council maintains a viable, effective and secure workforce.
- f) Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programs in order that employees can achieve these objectives.
- g) The parties shall be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.
- h) The Council shall, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy.

2.2 JOINT CONSULTATIVE COMMITTEE

2.2.1 Development of Joint Consultative Committee (JCC)

In order to facilitate ongoing harmonious industrial relations, the Parties to this Agreement shall maintain a Joint Consultative Committee (JCC) comprising of the delegates and the Union officials and management nominees in accordance with the terms of reference developed and agreed to by the JCC.

The group shall meet on an as needs basis but not less than four times per year to consider all industrial relations matters including, but not limited to:

- a) Workplace issues that have the potential to impact employees, including work units, departments or the entire organisation, e.g. workloads; and
- b) Monitor and review implementation of this Agreement; and
- c) Undertake specific responsibilities and activities in accordance with this Agreement; and
- d) Identify areas where better work practices could be implemented to improve efficiencies, reduce costs and lead to increased job satisfaction; and
- e) Any other matter raised by Union or management which impacts on the workforce.

The JCC shall, after the certification of this Agreement, be formed initially from the Enterprise Bargaining Team.

2.2.2 JCC Facilities

The following facilities shall be made available to the Parties involved in any consultative forum set up in accordance with this Agreement:

- a) Meetings, associated work and reporting should occur in normal working time.

- b) Reasonable access to normal Council facilities such as word processing, photocopying, postal system, internal mail, telephone, storage facilities and meeting rooms.
- c) Access to a room with normal office facilities shall be provided for representatives of the Parties to discuss matters associated with consultative forums established under this Agreement.

2.3 UNION RIGHT OF ENTRY

2.3.1 Authorised Industrial officer

- a) An “authorised industrial officer” is any Union official holding a current authority issued by the Industrial Registrar.
- b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

2.3.2 Entry procedure

- a) An authorised industrial officer may enter a workplace at which Council carries on a calling of the officer’s organisation, during Council’s business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
 - i. has notified Council or the Council’s representative of the officer’s presence; and
 - ii. produces their authorisation, if required by Council or Council’s representative.
- b) Clause 2.3.2 a) does not apply if on entering the workplace, the officer discovers that neither Council nor Council’s representative having charge of the workplace is present.
- c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- d) If the authorised industrial officer does not comply with a condition of clause 2.3.2 a) the authorised industrial officer may be treated as a trespasser.

2.3.3 Inspection of records

- a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under Part 1, Division 5, Subdivision 2 section 339 of the Act.
- b) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
 - i. is ineligible to become a member of the authorised industrial officer’s union; or
 - ii. has made a written request to Council that they do not want their record inspected.
- c) The authorised industrial officer may make a copy of the record but cannot require any help from the employer.
- d) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to Council or prospective employer that the record not be available for inspection by an authorised industrial officer.

2.3.4 Discussions with employees

An authorised industrial officer is entitled to discuss with Council, or a member or employee eligible to become a member of the Union under Chapter 9, Part 1, Division 5, Subdivision 2, section 352 of the Act:

- a) Matters under the Act during working or non-working time; and

- b) Any other matter with a member or employee eligible to become a member of the Union, during non-working time.

2.3.5 *Conduct*

As per Chapter 9, Part 1, Division 5, Subdivision 2, section 353 of the Act:

- a) Council must not obstruct the authorised industrial officer exercising their right of entry powers.
- b) An authorised industrial officer must not willfully obstruct Council, or an employee during the employee's working time.

2.4 *UNION ENCOURAGEMENT*

2.4.1 *Preamble*

This clause gives effect to the Union Encouragement provisions in the relevant Awards in their entirety. Consistent with Council's position on Union Encouragement, employees are encouraged to join and maintain financial membership of the relevant Union.

Council will provide an enclosed notice board at office and depot locations. Identified locations being Duaringa, Blackwater, Emerald, Capella and Springsure. Other locations to be via agreement.

Unions will be invited to participate in Council's employee induction program to provide, in conjunction with Council, a positive and welcoming employee experience

2.4.2 *Documentation to be provided by Council*

- a) Council recognise the right of, and encourage, individuals to join a union. However, it is also recognised that union membership remains at the discretion of each individual.
- b) At the point of engagement, Council shall provide employees with a document outlining Council's position on Union encouragement, a copy of which is to be kept on the premises of Council and is readily available to employees. The document provided by Council shall also identify the existence of a Union encouragement clause in this Agreement, and the contact details of workplace Union Delegates.
- c) Union representative/s will be provided with the opportunity to discuss union membership with both new and existing employees.

2.4.3 *Union delegates*

- a) Union delegates have a role to play within a workplace and their participation and accreditation is encouraged.
- b) Council shall not unnecessarily hinder accredited union delegates in the reasonable and responsible performance of their duties.

2.4.4 *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.

2.5 *DISPUTE SETTLEMENT/RESOLUTION*

Prevention and settlement of employee grievances and disputes – (any workplace matter).

- a) The objectives of the procedure are to promote the prompt resolution of grievances or disputes by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.

- 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) It is recognised that an employee may exercise the right to consult or be represented by their Union in all matters relating to this process.
- d) The following procedure applies to all grievances or disputes between an employee and council in respect to any industrial matters within the meaning of the Act and all other matters:
 - i. Stage 1: In the first instance the employee or relevant union shall inform the relevant immediate supervisor of the existence of the grievance, and they shall attempt to resolve the grievance or dispute. If the grievance is with the employee's immediate supervisor, the employee may choose to inform their supervisor's supervisor of the existence of the grievance and the supervisor's supervisor may attempt to support the employee in resolving the grievance or dispute or alternatively move to Stage 2.
 - ii. Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager") or the relevant General Manager. The manager will consult with the relevant parties and may seek support from line management and the People & Performance team in resolving the grievance.
 - iii. Stage 3: If the grievance remains unresolved and the employee wishes to pursue the matter further, they may formally submit the grievance in writing to the Chief Executive Officer.
- e) Council shall ensure that:
 - the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - i. where the grievance is formally submitted (Stage 3) and is found to require an investigation, it shall be investigated in a thorough, fair and impartial manner.
 - ii. where council appoints a person to investigate the grievance or dispute, the employee is reasonably consulted on this. The appointed person shall be an impartial person.
- f) 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.
- g) The procedure shall aim to be completed in accordance with the following time frames unless the parties agree otherwise:-
 - i. Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond seven (7) days.
 - ii. Stage 2: Discussions should take place between the employee and such employee's Manager within 48 hours and the procedure shall not extend beyond seven (7) days.
 - iii. Stage 3: Where reasonable not to exceed fourteen (14) days for award and industrial related matters. Where the dispute or grievance is not an award or industrial related matter, Council aims to resolve the matter as soon as practicable.
- h) If the grievance or dispute is not settled the matter may be referred to the Queensland Industrial Relations Commission by the employee, the union or Council.

- i) The employee may choose to commence the procedure at Stage 3, or escalate the procedure to Stage 3, at any point where the employee does not feel confident or comfortable in progressing through Stages 1 and 2 first. Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.
- j) 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.

2.6 *LEARNING AND DEVELOPMENT*

2.6.1 *Agreement Training*

To ensure that management, supervisory staff and other relevant employees understand the intent and application of this Agreement, an education program relating to this Agreement and the parent Awards shall be facilitated through training of the Executive Leadership Team / Management Team / People and Performance/JCC and toolbox talks as appropriate following this Agreement being certified by the QIRC.

2.6.2 *Commitment to Learning and Development*

- a) The parties to this Agreement recognise that, in order to increase the long term sustainability, efficiency, and competitiveness of the Council, a strong and sustained commitment to training and skill development is required on both an individual and whole of organisation basis
- b) The parties agree with respect to the training and career path development of employees, that each employee shall have access to learning processes and resources through a mutually agreed Individual Development Plan
- c) The Individual Development Plan shall consist of a set of prioritised learning opportunities which should be reviewed annually and shall be based upon the following:
 - individual employee's desired career path
 - the current and future skill requirements of the Council
 - the size, structure and nature of the long term strategic operational plans of the Council
 - the need to develop vocational skills relevant to the Council's long term operational needs through both industry courses and courses conducted by accredited educational institutions and providers.
- d) Individual Development Plans should seek to professionally develop employees so that they can satisfy key position accountabilities and improve individual development prospects, with a view to providing the Council with a highly skilled workforce with the necessary skills to meet the future service and operational requirements
- e) A report on organisational learning and development will form part of the standard agenda for the JCC.

2.6.3 *Learning and Development Plans*

- a) Employee individual development opportunities, where applicable, will be through access to appropriate training programs. The programs where available and appropriate shall be based on nationally accredited competencies and curriculum.
- b) Training and skill development will generally be carried out in normal working hours. By mutual agreement, council may request to adjust an employee's work hours within the span of normal working hours to participate in planned training activities. However, in order to meet normal workloads and commitments, training after hours will remain an option. Any Council organised training outside normal working hours shall have regard to employees' family responsibilities.
- c) Where Council requests an employee (including casual employees) to attend a training course outside of normal working hours the employee will receive the applicable overtime rates or

seek approval to select TOIL. . This will include travelling time in excess of the employee's normal commuting time; and

- d) Trainees and apprentices who are required to attend compulsory training courses will be provided with reasonable transport and/or accommodation assistance per the Apprentice and Trainee Procedure (as amended).

2.7 CLASSIFICATION AND RECLASSIFICATION

- a) Classification and reclassification provisions shall be applied to employees as per the full provisions of the relevant parent award/s outlined in clause 1.6.
- b) Following discussions with the relevant Supervisor, applications must be forwarded to People and Performance in the first instance. The employee will receive written notification, via email, that their application has been received.
- c) The reclassification procedure will not exceed a period of eight (8) weeks following the submission of a request for reclassification. In the event of this being exceeded and the application is successful, the employee shall be back paid to the date the application is received or as otherwise agreed.
- d) The reclassification procedure will be in accordance with Council Procedure – Position or Organisational Redesign.
- e) Where Council proposes reclassification or redesign of a position description, the employee shall be consulted in accordance with Clause 3.4 of this Agreement.

2.8 ANNUAL PERFORMANCE APPRAISALS OR CHECK-IN

The parties agree that a highly skilled and flexible workforce is a major ingredient in achieving increased efficiency and productivity. As a key part of Annual Appraisals or Check-ins, Council will work with the employee to:

- a) Reassess the accuracy and relevancy of their Position Description and classification to the current required responsibilities, duties and tasks associated with the role.
- b) Ask employees if they wish to identify an Individual Development Plan and opportunities to expand an employee's skills and experience.

2.9 MENTAL HEALTH AND WELLBEING

Council recognises it plays a vital role in protecting and promoting mental health in the workplace, and is committed to raising awareness, reducing stigma, and fostering an open culture around mental health by committing to:

- a) Establishing a mental health and well-being procedure; and
- b) Fostering communication pathways to raise and discuss mental health issues to reduce stigma or barriers which may impact on employees seeking support; and
- c) Equipping our employees with appropriate tools and resources to proactively support their mental health and wellbeing, including access to EAP and information on service providers who may be able to offer additional support; and
- d) Educating our employees through targeted mental health training initiatives and awareness campaigns.

Council will add a standing agenda item to JCC meetings to provide progress updates of mental health initiatives and to seek further feedback and support from participating Unions.

2.10 COMMITMENT TO PSYCHOLOGICAL HAZARDS

Council recognises the risks of psychological hazards and will actively work to prevent harm to workers' psychological health by managing psychological risks and promoting psychological wellbeing.

2.11 COMMITMENT TO FATIGUE MANAGEMENT

Council is committed to managing fatigue across our workforce. Fatigue management is a shared responsibility between management and workers as it involves factors both inside and outside of the workplace. Council will demonstrate its continued commitment to preventing and managing risks associated with fatigue in accordance with Codes of Practice and to using a risk management approach to manage fatigue individually and as an organisation.

2.12 EQUAL EMPLOYMENT OPPORTUNITY

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
- e) ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attributes under the Anti-Discrimination Act 1991.

PART 3 - JOB SECURITY

3.1 COMMITMENT TO JOB SECURITY

Council is committed to maintaining a permanent workforce. The parties agree that changes in work practices and productivity initiatives should enhance the efficient operation of the Council.

The parties are committed to continually improving the job security of employees by:

- a) Training, up skilling and educating employees and providing retraining where appropriate.
- b) Career development and equal opportunity.
- c) Employees assisting in the identification, development and implementation of work practices which assist in making Council a more efficient and effective organisation.
- d) Council shall maintain a presence across each of the townships in the Central Highlands Region.

3.2 FILLING OF VACANT POSITIONS

Council will communicate with relevant employees as to whether or not vacant positions will be replaced within a 21 day timeframe from notification of resignation.

Where a decision is made to replace the vacancy, Council shall commence advertising within aforementioned 21 days.

Vacancies shall be communicated to all work locations, at least seven (7) working days before the closing date for applications.

The recruitment process will be completed as soon as practicable, and the parties expect this to take no longer than 10 weeks from advertising date to letter of offer being issued. Where there is an issue that can legitimately extend the time to fill or to commence advertising, Council will communicate to the relevant Employees and relevant Union/s. Outcomes and performance in regard to this process will be reported to the JCC on a quarterly basis.

Council may utilise applications obtained via expressions of interest internally, in lieu of external advertising and/or where a position has been vacant for an extended period of time.

Where an employee is unsuccessful in completing their probation period, the recruitment process undertaken to fill the vacancy remains current and Council will refer to the initial applicant pool in the first instance.

All positions must have a position description. All positions shall be classified in accordance with the level definitions provided for in the relevant Award, unless specified otherwise in this Agreement.

Council shall call positions simultaneously by advertising internally and externally. Selection shall be made based on merit in all cases. Council will provide favourable weighting regarding internal applicants through the recruitment process. Consideration will be given to internal applicants that are currently undertaking suitable training to fulfil the mandatory requirements of the role.

Where an internal applicant applies for a secondment opportunity which can be operationally supported, the applicant will be entitled to return to their substantive position at the end of the secondment period.

3.3 CONTRACTING OUT

Council will provide training for line managers on how to effectively plan and prioritise workloads, resources, and timeframes for upcoming work commitments.

It is a clear position of Council to utilise and promote the use of its permanent employees for the undertaking of Council works, services and operations. During the life of this Agreement, Council shall take all reasonable steps to limit contracting out or leasing of any works, services and/or operations currently performed and/or be expected to be performed by its employees.

Council does however reserve the right to contract out and or lease current works, services and operations in the following circumstances:

- a) In the event of critical shortages of appropriately skilled, qualified and experienced staff.
- b) The lack of available infrastructure capital, plant, equipment and the cost of providing technology.
- c) Extraordinary and unforeseen circumstances as determined by Government and/or Council from time to time.
- d) That it is in the public interest that such services should be contracted out.
- e) Where the Council's own workforce and plant has been utilised and optimized, wherever practicable.

Management reserves its right to allocate resources, works and services. Where Council seeks to contract out any council works and services provided by "in house" permanent council Employees or where the work will be a continual requirement for council to perform in accordance with the above criteria, the relevant Unions will be consulted as early as possible.

Where short-term (three months) backfill is required to cover unexpected vacancies, and Council has considered met the requirements of clause 3.3 e), consultation shall not be required.

Council will advise all labour-hire agencies and contracting companies to pay workers no less than the equivalent minimum base pay rate defined in this agreement for the equivalent position of the same level employee at council. Council will require the agency or contracting company to comply with the relevant Award or industrial instrument under which the employee is engaged by the agency or contractor.

Current vacancies filled with labour-hire or contract staff will be reported to JCC on a quarterly basis.

3.4 CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

3.4.1 Council's duty to notify:

- a) Before Council decides 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' includes termination of employment; major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- c) Where the Award makes provision for alteration of any of the matters referred to in clauses 3.4.1 (a) and (b) an alteration shall be deemed not to have significant effect.
- d) Council will give genuine consideration and shall provide feedback in writing on any relevant matters raised by the employees and/or the relevant Unions in relation to the change.

3.4.2 Employer's duty to consult over change

- a) Council shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- b) The consultation must occur as soon as practicable before making the decision referred to in clause 3.4.
- 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, proposed changes to the structure, proposed new positions and any other matters likely to affect employees.
- d) Notwithstanding the provision of clause 3.3(c) Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

3.4.3 Consultation - Policies

- a) In making decisions that have an impact on employees, whether in relation to matters covered by this agreement or in relation to broader employment matters, the parties to this agreement are committed to engaging with each other
- b) Where changes are required to Council policy and such changes directly affect the terms and conditions of employees covered by this agreement Council commits to undertaking consultation in relation to policy changes prior to the policy being adopted.
- c) Where council is seeking to review and/or change an employee's position description, this can only be progressed by mutual agreement.

3.5 REDUNDANCIES AND REDEPLOYMENT

Where following the consultation process with affected employees and their representatives outlined in clause 3.4 and Council has decided that changes and/or redundancies are still required Council shall:

3.5.1 Voluntary Redundancies

- a) Initially offer voluntary redundancies in the affected group of employees
- b) In doing this, Council shall look for an expression of interest from relevant personnel within the affected group of employees in accepting a voluntary redundancy
- c) Provided that on business grounds Council shall maintain the right to refuse to provide a voluntary redundancy to employees within the relevant classifications who have expressed their interest in accepting a redundancy.

3.5.2 Redeployment

Council is committed to retaining employees and minimizing undue stress during periods of structural change. Council will work with employees to consider all employment options available to them should they wish to continue their service with council.

Step 1. The effect of the redeployment process is that an employee whose position has been made redundant may have the opportunity to maintain their employment with Council.

Council will work with employees to determine if a suitable position can be identified within a 3 month period.

Where redeployment becomes available, as and where required the redeployed employee shall receive the necessary training in the new role. Where an employee volunteers to accept a redundancy and Council agrees to such voluntary redundancy, the employee shall receive the same entitlements as that stated in clause 3.5.3 (a) and (b) of this Agreement.

Step 2. Should there be insufficient employees from within a certain group of employees lodging an expression of interest in a voluntary redundancy, Council shall open the expression of interest in a voluntary redundancy to other appropriate employees. Provided that on business grounds Council shall maintain the right to refuse to provide a voluntary redundancy to employees who express their interests in accepting one, on business grounds.

Where a voluntary redundancy is agreed, Council may offer to redeploy another employee, whose role has been identified as redundant, to the role of the employee who has chosen voluntary redundancy, where the employee has the relevant skills and qualification to undertake that work. Where redeployment becomes available, as and where required the redeployed employee shall receive the necessary training in the new role.

3.5.3 Involuntary Redundancies

Where there are insufficient expressions of interest in voluntary redundancies and Council has determined that the identified positions are to be made redundant, employees whose roles are being made redundant shall be entitled to severance pay calculated as follows:

- a) At the rates set out by the Queensland Employment Standards for employees who have completed between at least one year but not more than four years of continuous service
- b) If an employee has completed four years of service they are entitled to redundancy pay at the rate of two (2) weeks' pay for each complete year of continuous service with Council, plus a pro-rata amount for an incomplete year (whole months only taken into account).

3.8 TRANSITION TO RETIREMENT ARRANGEMENTS

Transition to retirement arrangements will be available to those employees considering full time retirement from the workforce and who may consider a transition period to retirement. This is in recognition of the need to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of Council and employee.

Any such arrangements between Council and employee shall be documented in writing confirming the agreed pattern of work required, which may include (as applicable):

- a) Weeks to be worked over the period.
- b) Minimum ordinary hours per week.
- c) Days on which the work is to be performed including the daily starting and finishing times; and/or
- d) Duty statement for the period.

These arrangements may be varied by mutual agreement between Council and the Employee, and any agreed amendments are to be documented.

All leave entitlement balances accrued immediately prior to the approved transition to retirement arrangement shall be maintained without reduction, except where the employee utilised approved leave. On commencement of the arrangement, all leave shall accrue in accordance with the relevant hours of work clauses within this Agreement and/or relevant Award.

3.7 *PROBATIONARY PERIOD*

All employees are subject to a probationary period for the first three (3) months from commencement of their employment.

If an employee's suitability or demonstrated ability to perform the role has not been established by the end of the ordinary probation period, Council and the employee may mutually agree to extend the period of probation a further period of up to three months. Such agreement must:

- a) Be agreed in writing; and
- b) Clearly establish the required expectations to be met by the end of the extended probation period; and
- c) Identify an probation extension plan which will be committed to by the employer and employee to ensure the best opportunity to successfully complete the extended probation period.

Council may terminate the employment of an employee who is on probation at any time during the probationary period on the basis of fitness for duty, or performance.

Where an employee's service is considered satisfactory or where an employee's service exceeds the designated probationary period or agreed extension the employee's appointment will be deemed to be confirmed.

3.8 *TRANSMISSION OF BUSINESS*

If Council elects to transmit a business or part of a business to another employer (the transmittee), the following will occur:

- a) council will consult as per clause 3.4 "consultation regarding major workforce change" of this agreement, and
- b) council will propose the continuity of all employment terms and conditions that are no less favourable for any transmitting employee as part of the transition proposal.

In the case the transmittee agrees to recognise and accept responsibility of all employment terms and conditions, including continuity of service and accrued entitlements that are no less favourable, the employee can:

- a) accept the offer of employment with the transmittee, or
- b) reject the offer of employment with the transmittee and undertake the "redundancies and redeployment" process as outlined in clause 3.5 of this agreement.

In the case the transmittee does not accept responsibility of all employment terms and conditions, including continuity of service and accrued entitlements that are no less favourable, then Council will undertake the "redundancies and redeployment" process as outlined in clause 3.5 of this agreement for each impacted employee.

3.9 *WORKFORCE PLANNING*

Workforce planning is the process of assessing Council's current workforce against its future service delivery and workforce requirements. This strategic approach allows council to identify gaps in its current workforce in order to plan, develop and/or implement solutions to meet council's operational and corporate plan commitments.

Engagement and consultation with relevant stakeholders within council will occur as part of the development of the workforce planning process. Draft workforce plans will include a consultation process with unions party to this Agreement.

Council will report to the JCC as a standing agenda item.

PART 4 - TYPES OF EMPLOYMENT

4.1 FULL TIME

The Award- Stream A, Division 2, Section 1, provides for a full-time employee is one who is engaged to work an average of 36.25 ordinary hours per week.

The Award – Stream B, Division 2, Section 5 provides for a full-time operational services employee is one who is engaged to work an average of 38 ordinary hours per week as prescribed in clause 15 of the Award.

The Award – Stream C, Division 2, Section 1, provides for a full-time building trades employee is one who is engaged to work an average of 38 ordinary hours per week.

The Award – Stream C, Division 2, Section 2, provides for a full-time engineering or electrical/electronics services employee is one who is engaged to work an average of 38 ordinary hours per week.

4.2 PART TIME

The Award – Stream A, Division 2, Section 1, provides for:

- a) a part-time employee is an employee who:
 - i. is engaged to work a regular pattern of ordinary hours each week or fortnight that are less than the ordinary hours worked by an equivalent full-time employee; and
 - ii. receives, on a pro rata basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- b) for each ordinary hour worked a part-time employee shall be paid no less than 1/36.25th of the minimum weekly rate of pay for their classification.
- c) by mutual agreement with their employer, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hours so worked are to be taken into account in the pro rata calculation of all leave and other entitlements.

Any such additional hours are to be treated as follows:

- i. day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.1 are to be paid for at the ordinary hourly rate.
- ii. shift workers - to be paid for at the ordinary hourly rate plus the applicable shift allowance.
- d) All time worked in excess of the agreed hours or outside the spread of ordinary hours prescribed in clause 15.1 of the Award, shall be paid at the appropriate overtime rate.

The Award – Stream B, Division 2, Section 5 provides for:

- a) A part-time operational services employee is an employee who:
 - i. is employed on predetermined days of the week for a regular number of hours; and
 - ii. is engaged to work for more than 10 hours but not more than 38 ordinary hours per week; and
 - iii. receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- c) By mutual agreement with their employer, a part-time employee may elect and record in writing, to work additional ordinary hours above their regular hours, up to and including full-time

equivalent hours. The additional hour so worked are to be taken into account in the pro rata calculation of all leave and other entitlements.

Any additional ordinary hours are to be treated as follows:

- i. day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.3 are to be paid for at the ordinary hourly rate.
- ii. shift workers - to be paid for at the ordinary hourly rate, plus the applicable shift allowance.

The Award – Stream C, Division 2, Section 1, provides for:

- a) A part-time building trades employee is an employee who:
 - i. is engaged to work a regular pattern of ordinary hours each week or fortnight which are not less than 10 hours but not more than 38 hours per week; and
 - ii. receives, on a pro rata basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification.
- c) Before commencing part-time employment, the employee and employer must agree in writing:
 - i. the number of ordinary hours to be worked by the employee;
 - ii. the days upon which ordinary hours will be worked; and
 - iii. the usual daily starting and finishing times.
- d) The terms agreed in clause 8.2(c) may be varied by mutual agreement and any variation must be recorded in writing.
 - i. By mutual agreement with their employer, a part-time employee may elect and record in writing, to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hour so worked are to be taken into account in the pro rata calculation of all leave and other entitlements.

Any additional ordinary hours are to be treated as follows:

- i. day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.3 are to be paid for at the ordinary hourly rate.
- ii. shift workers - to be paid for at the ordinary hourly rate, plus the applicable shift allowance.

The Award – Stream C, Division 2, Section 2, provides for:

- a) A part-time engineering or electrical/electronics services employee is an employee who:
 - i. is engaged to work a regular pattern of ordinary hours each week or fortnight which are less than the ordinary hours worked by an equivalent full-time employee; and
 - ii. receives, on a pro rata basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.
- b) For each ordinary hour worked a part-time employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification .
- c) Before commencing part-time employment, the employee and employer must agree in writing:
 - i. the number of ordinary hours to be worked by the employee;
 - ii. the days upon which ordinary hours will be worked; and
 - iii. the usual daily starting and finishing times.
- d) The terms agreed in clause 8.2(c) may be varied by mutual agreement and any variation must be recorded in writing.

- i. By mutual agreement with their employer, a part-time employee may elect and record in writing, to work additional ordinary hours above their regular hours, up to and including full-time equivalent hours. The additional hour so worked are to be taken into account in the pro rata calculation of all leave and other entitlements.

Any additional ordinary hours are to be treated as follows:

- i. day workers - additional hours worked within the spread of ordinary hours prescribed in clause 15.3 are to be paid for at the ordinary hourly rate.
- ii. shift workers - to be paid for at the ordinary hourly rate, plus the applicable shift allowance.

4.3 CASUAL

4.3.1 Casual Minimum Engagement

The Award – **Stream A**, Division 2, Section 1, prescribes for:

- a) A casual employee is one engaged and paid as such for a maximum of 36.25 ordinary hours per week or 7.25 hours per day, to be worked between 0600 and 2130 Monday to Friday, inclusive, and between 0600 and 1200 on a Saturday.
- b) Except where otherwise provided, a casual employee is entitled to receive, on a *pro rata* basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- c) For each ordinary hour worked a casual employee shall be paid no less than 1/36.25th of the minimum weekly rate of pay for their classification plus a casual loading as follows:

For all ordinary time worked between	Casual loading on hourly rate
0600 and 1800, Monday to Friday	25%
1800 and 2130, Monday to Friday	31%
0600 and 1200, Saturday	31%

- d) Each casual engagement stands alone with a minimum payment:
 - i as for 2 hours' work for a full-time student engaged as a casual employee in a library; and
 - ii as for 3 hours' work in all other cases.
- e) All time worked by a casual employee outside or in excess of the ordinary hours of duty prescribed in clause 4.3.1(a) shall be deemed overtime and be paid for at the appropriate hourly rate plus 50% on Mondays to Fridays, and plus 100% on Saturdays and Sundays.

The Award – **Stream B**, Division 2, Section 5, provides for:

- a) A casual operational services employee is one engaged and paid as such.
- b) Except where otherwise provided, a casual employee is entitled to receive, on a pro rata basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- c) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 25%.
- d) Each casual engagement stands alone with a minimum payment as for 3 hours' work on each occasion unless engaged at a cemetery or on cleaning or caretaking duties, in which case a minimum payment as for 2 hours' work applies to each engagement.
- e) Casual employees shall be entitled to receive overtime, weekend penalties and public holiday penalty payments in accordance with the terms of this Section.

*The Award – **Stream C**, Division 2, Section 1, provides for:*

- a) i) A casual building trades employee is an employee who is engaged and paid as such.
ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.
- b) Except where otherwise provided, a casual employee is entitled to receive, on a pro rata basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- c) For each hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 25%.
- d) The casual loading of 25% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment. The loading constitutes part of the casual employee's salary for the purpose of calculating overtime, weekend penalties, public holiday and shift payments, where relevant.
- e) Termination of employment by either party shall be by the giving of 2 hours' notice, or payment/forfeiture in lieu thereof.
- f) The long service leave entitlement of casual employees is recorded in clause 22.

*The Award – **Stream C**, Division 2, Section 2, provides for:*

- a) i) A casual engineering or electrical/electronics services employee is an employee who is engaged and paid as such.
ii) A casual employee cannot be employed to work more ordinary hours than are worked by an equivalent full-time employee each week or fortnight, as the case may be.
- b) For each ordinary hour worked a casual employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 25%. This loading is not an all purpose payment.
- c) Each casual engagement stands alone with a minimum payment as for 3 hours' work.
- d) Except where otherwise provided, a casual employee is entitled to receive, on a pro rata basis, the same pay and conditions of employment, other than leave entitlements, to those of an equivalent full-time employee who performs the same kind of work.
- e) The casual loading of 25% is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- f) The long service leave entitlement of casual employees is recorded in clause 22.
- g) Clause 8.3.1 in this Section contains provisions about conversion from casual employment to full-time or part-time employment.

4.3.2 Conversion to Permanent Employment

All casual employees who have been engaged shall, at the completion of 6 months service, have the right to elect to have their employment converted to permanent full time or permanent part time employment if it could be reasonably expected that their employment is to continue.

Council shall advise the employee in writing of their right to elect to have their employment converted to full time or part time employment. The employee retains their right of election if Council fails to comply with this sub clause. An employee who elects to convert shall be employed as

either a permanent part time or permanent full time employee according to the pattern of ordinary hours worked in the preceding 6 month period or otherwise by mutual agreement in writing.

4.4 *FIXED TERM TEMPORARY*

The following provision shall apply to all fixed-term employees other than fixed-term (maximum term) employees engaged under the Awards.

Fixed-term employee shall mean an employee who is engaged as such to work for a specific task or period of time. A fixed term employee shall for all intents and purposes receive the same benefits under this Agreement as would a permanent employee, provided that accruals of any benefits are calculated on a pro-rata basis in relation to ordinary hours worked.

By mutual agreement the contracted terms and/or hours of a fixed-term employee may be varied to suit the needs of Council and the employee. Where this occurs, the variation shall be recorded in writing and signed by both parties.

Where it is necessary to terminate the employment of a fixed term employee for misconduct, poor performance or incapacity to perform work or for any other reason prior to their agreed tenure being completed, the fixed-term employee shall receive the same notice as a permanent employee under this Agreement.

An employee who has been engaged in a fixed term position for a continuous period of two (2) years or more in the same position, shall be entitled to request their position be made permanent. In determining this outcome, council will consider if it is reasonably expected that the position would continue on an ongoing basis. This formal assessment will occur in line with annual financial year budgeting and FTE discussions with a commitment to keep the employee informed of progress and outcomes.

Additionally, Council will speak with each employee six (6) months prior to the end of their contract to discuss outcomes.

PART 5 - HOURS OF WORK

5.1 FLEXIBLE WORKING ARRANGEMENTS

Subject to the approval of the relevant Executive Leadership Team member and the Manager People and Safety, all employees may be able to access flexible work arrangements as defined in the Act.

Council will give due consideration to all requests and are committed to accommodating them where possible. Flexible working arrangements may be subject to a trial period, where Council and the employee will have the right to request a review of flexible working arrangements every twelve months or a timeframe by agreement.

5.1.1 Job Share Arrangements

Subject to the approval of the relevant Executive Leadership Team member, employees may reduce their ordinary hours of work.

Requests are to be provided to the relevant Executive Leadership Team member in writing indicating the employee's preference in relation to the number of ordinary hours and work pattern. The application shall also state whether the request to job share is for a fixed period or permanent in nature.

Where the relevant Executive Leadership Team member approves the request all entitlements shall be paid on a pro-rata basis to that of a full time employee in relation to the agreed ordinary hours worked. It is envisaged that job share arrangements shall generally be available where circumstances are considered suitable and operationally convenient by the relevant Executive Leadership Team member.

5.1.2 Part-Time Work

Subject to the approval of the relevant Executive Leadership Team member, an employee may request to work part time hours in accordance with the terms of this Agreement and any relevant Award. Where the relevant Executive Leadership Team member approves the request all entitlements shall be paid on a pro-rata basis to that of a full time employee in relation to the agreed ordinary hours worked.

It is envisaged that part time work arrangements shall generally be available where circumstances are considered suitable and operationally convenient by the relevant Executive Leadership Team member.

5.1.3 Remote Working Arrangements

Permanent employees may access remote working arrangements through an agreement between the Council and the employee which shall cover matters such as insurance, equipment, access arrangements, security, workplace health and safety and workers compensation.

No employee shall work remotely until such an agreement is entered into and is approved by the relevant Executive Leadership Team member and the Manager People and Safety. Remote working arrangements must be suitable to the nature of work of the employee and shall not negatively impact customer service and operational delivery.

Remote working arrangements will be subject to a trial period and will be reviewed every three months against business needs.

5.1.4 Local Area Work Agreements

Subject to the approval of the relevant Executive Leadership Team member, a group of employees may request to vary their work arrangements or implement new work arrangements and the parties agree that the provisions of this agreement will be modified to the extent necessary to give effect to the new work arrangements, provided that:

- a) Consultation is undertaken with effected employees and relevant Unions.
- b) A majority of the employees whose employment is or will be affected by the arrangement have voted in favour of the arrangement in a ballot for which at least seven (7) days' notice has been given. A copy of any arrangements made pursuant to this clause must be provided to the employee and relevant Union/s and shall be read as part of this agreement.
- c) The terms of the new work arrangement are in writing and have been signed by the Council and the employees.
- d) No disadvantages are to be realised by employees as a result of the varied work arrangements. Where significant workplace change occurs any existing workplace arrangements will be reviewed.

5.2 *SPAN OF HOURS*

The ordinary hours of work may be worked between the hours of 5:00am and 7:00pm on Monday to Friday.

By mutual agreement between an existing individual employee or workgroup, who may be represented by their relevant Union, and Council, the span of hours may be extended from 5.00am to 10.00pm Monday to Friday, or as otherwise agreed. Where the employee seeks to alter the span of hours, or to work their ordinary hours through a split shift arrangement, council would not be required to pay additional penalties or overtime.

An employee or group of employees may commence and finish at mutually agreeable times. Council will not, unreasonably refuse such requests subject to efficiency, safety, and workload considerations. Such arrangements will be recorded in writing.

5.3 *ROSTERED DAYS OFF*

5.3.1 *Nine day Fortnight*

A nine (9) day fortnight shall apply to the following employees:

- a) Employees covered by the Award - (Stream A) where it is operationally more convenient for these employees to work a nine (9) day fortnight due to their specific role within Council.
- b) Employees covered by the Award - (Stream B).
- c) Employees covered by Award - (Stream C).
- d) Full-time Apprentices and Trainees who work within the areas covered above.

5.3.2 *Nineteen Day Month*

A nineteen day month shall apply to the following employees:

- a) Employees covered by the Award - (Stream A).
- b) Full-time Trainees who work within the areas covered above.

5.4 *Rostered Day Off (RDO)*

RDO's shall be scheduled in a rostering system for each specific workgroup.

Employees can only work on their scheduled RDO with the prior approval of their Supervisor. Where an employee works on their scheduled RDO, payment or banking shall be made under the following conditions:

- a) Council requests employee to work an RDO

Employees shall be provided 48 hours' notice if requested to work on their RDO. The employee has the choice to accept council's request. In exceptional circumstances and by mutual agreement with the employees involved, the 48 hours' notice may be waived.

If an employee is requested by Council to work on their scheduled RDO, any hours worked on the RDO can either be banked into the TOIL pool of hours or paid at the applicable award's overtime rates.

b) Employee requests to work an RDO due to workloads

If an employee requests to work on their scheduled RDO due to workload demands, the Supervisor and employee shall review workload priorities and alternative support options to determine if working on a scheduled RDO is necessary. If still required, any hours worked on the RDO can either be banked into the TOIL pool of hours or paid at the applicable award's overtime rates.

c) Employee requests to work an RDO so they can swap it for another day. (RDO Swap).

If an employee requests to work on their scheduled RDO to allow them to swap the RDO to another day for their own personal benefit, any hours worked on the RDO will be banked into the RDO Swap pool and not into the TOIL pool of hours. Banking will be hour for hour. (i.e.. 1 hour of work equates to 1 hour banked.)

If a statutory holiday falls on an employee's scheduled RDO, the employee shall take the RDO on the next business day or at a mutually convenient time as agreed between the employee and supervisor. Any change in rescheduling an RDO should be accommodated within the current pay cycle where practical.

Employees shall be entitled to bank up to three (3) RDO's under the RDO Swap arrangement. When the employee has accrued in excess of three (3) RDO's, council and the employee shall agree a mutually convenient time for the employee to take their RDO Swap banked hours. This agreement must be in writing and submitted on an 'Plan to Take Banked RDO' form to payroll as a formal agreement.

RDO Balance Transitional Options

Balances of RDO hours banked prior to the first full pay period following the date of certification of this Agreement, can either be paid out at ordinary rates or can remain in the RDO Swap pool.

5.5 TIME OFF IN LIEU OF OVERTIME WORKED (TOIL)

Overtime can only be worked with the prior approval of the Supervisor or their delegate. Any overtime worked by employees covered by this Agreement shall be paid at the appropriate penalty rate as stated in the relevant Awards. TOIL can only be accrued for pre-approved overtime and does not apply to call outs.

Provided, that where the employee elects to bank overtime hours worked as TOIL and Council has approved this banking, the hours shall be banked equivalent to the number of actual hours worked multiplied by the applicable overtime rate. i.e. 1 hour worked at time and a half, will be accrued at 1.5 hours of TOIL.

Where an employee works pre-approved overtime, payment or banking shall be made under the following conditions:

a) Council requests employee to work overtime

If an employee is requested by Council to work overtime, any overtime hours worked can either be banked into the TOIL pool of hours or paid at the applicable award's overtime rates.

b) Employee requests to work overtime due to workloads

If an employee requests to work overtime due to workloads, the Supervisor and employee shall review workload priorities and alternative support options to determine if working overtime is

necessary. If still required, any overtime hours worked can either be banked into the TOIL pool of hours or paid at the applicable award's overtime rates.

Toil accruals:

- a) Employees may accrue a maximum of ten 10 days TOIL
- b) In exceptional circumstances and by mutual agreement in writing with their Supervisor an employee may be able to accrue and/or maintain in excess of ten 10 days
- c) When the employee has accrued in excess of eight (8) days TOIL, Supervisor and the employee shall agree a mutually convenient time for the employee to take their TOIL banked hours. This agreement must be in writing and submitted on a 'Plan to Take Banked TOIL' form to payroll as a formal agreement.
- d) If the employee has accrued ten (10) days TOIL, and does not have a "Plan to Take Banked TOIL" formal agreement in place, the employee will be unable able to accrue further TOIL and will be paid applicable overtime rates for any overtime worked.
- e) Where the employee and council cannot mutually agree on a reasonable 'Plan to Take Banked TOIL', the employee may elect to have their TOIL banked hours paid out at their ordinary time rate.

TOIL may be taken at any time subject to the following conditions:

- a) Operational needs are to be considered when time off is granted. Employees' time off shall only be approved when it is operationally convenient.
- b) Prior approval of the Supervisor or their delegate has been obtained for an employee to take TOIL hours.
- c) Where four (4) or more TOIL hours are to be taken, such requests must be submitted to the Supervisor or their delegate with at least 24 hours' notice. If the required notice is not given the approval for leave may not be granted
- d) In the case of an emergency an employee may contact their Supervisor or their delegate and arrange to take this time off without 24 hours' notice

TOIL Balance Transitional Options

Balances of TOIL hours banked prior to the first full pay period following the date of certification of this Agreement, can either be paid out at applicable overtime rates or taken as time off within 3 months following certification of this Agreement. These TOIL banked hours if taken as time off, will be taken as banked (hour for hour) and not multiplied at the applicable overtime rates. These TOIL banked hours if not taken as time off within the first 3 months following certification of this Agreement, will be paid out at applicable overtime rates.

PART 6 - RATES OF PAY AND PAY RELATED MATTERS

6.1 WAGE/SALARY INCREASE

Council shall continue to pay wages on a fortnightly basis with funds guaranteed into major banking institutes on the Thursday following the close of pay period. Through the JCC, Council will consider reviewing payment timing where efficiency savings can be realised to pay on a more frequent basis during the life of the Agreement.

6.1.1 Salary/Wage Increase

Wage/Salary increases for the term duration of this Agreement are detailed below. Increases shall become effective from the first full pay period:

- a) after the date of certification of this agreement, 5%; and
- b) after 1 July 2025, 5%; and
- c) after 1 July 2026, 5%.

On certification of this Agreement, back payment of a 5% wage increase will be paid to all current employees (at the date of certification) on all wages paid to them from 1 November 2024.

Any Award increases granted during the term of this Agreement shall be absorbed in the increase provided for in this Agreement.

6.1.2 Wage Schedule

Employees whose conditions of employment are governed by this Agreement shall receive over the life of this Agreement remuneration as detailed in Schedule One (1) of this Agreement.

Nothing in this Agreement shall be read as restricting Council from offering, or from restricting an employee from accepting an hourly rate of pay higher than that shown in the remuneration Schedule. Where this occurs the higher rate of pay shall be used for all purposes, such as annual leave, personal/carer's leave and any other authorised paid leave.

6.1.3 Superannuation

Council will provide superannuation contributions on behalf of all employees at the rate of 14.25% which is inclusive of the legislated superannuation guarantee amount and an additional council contribution.

6.2 MIXED FUNCTIONS – Awards - (Stream B) and (Stream C)

6.2.1 Minimum Hours

An employee primarily engaged on the duties of a higher level for a total of up to 4 hours on any day shall be paid the rate applicable to such higher level for the time engaged in the higher duty. However, where an employee is engaged on the higher duty for more than 4 hours, the employee shall be paid at the higher rate for the whole day.

6.2.2 Training

Provided that clause 6.2 shall not apply where an employee is being trained in the higher duties. For the purpose of this clause the words "being trained" shall carry the following meaning. An employee is being trained when they are under initial instruction of a trainer and are learning the basic operations of the skill relating to a higher classification. Where the trainee is gaining experience by carrying out the role of another employee at a higher level, the employee shall be entitled to claim and be paid the mixed function allowance in clause 6.2.1.

6.3 SUPERVISORS

Award - (Stream A) employees supervising Awards – (Stream B) and (Stream C) employees are to be paid for the 38 hour week worked at their hourly rate calculated for 36.25 hours per week. All hours worked in excess of 38 hours per week are to be paid at the appropriate penalty rate based on the hourly rate calculated on the 36.25 hours per week.

6.4 DESIGNATED WORK LOCATION AND TRAVEL TO ALTERNATE WORK LOCATIONS

Upon commencement with Council, an employee will be advised in writing of their Designated Work Location (DWL) at which they will commence and finish each working day or shift. The DWL will not be changed except by mutual agreement recorded in writing

Where council requires employees to report to their DWL and then travel to an alternate work location the following should apply:

- a) Travelling time outside the ordinary working hours relating to travel between the DWL and an alternate work location shall be paid for at the overtime rate applicable under the employee's relevant Award.
- b) This clause does not apply in any other circumstances which would include such things as travel to conferences and/or training that is deemed by the CEO as professional development.

6.5 PAY RATES FOR JUNIORS

Any junior employee who is performing work commensurate with that of an adult employee shall receive the appropriate adult rate whilst performing such work. Provided that this clause shall not apply to university students undertaking work experience. Trainees and apprentices shall continue to be paid under the relevant legislation and where appropriate the Awards.

6.6 SALARY SACRIFICE/SALARY PACKAGING

6.6.1 Salary Sacrifice

Employees can elect to salary sacrifice direct with Council for approved "in house" items (i.e. superannuation and/or Council rent). It is agreed between the Parties that all employees may have their normal superannuation contributions or may have a portion in excess of the Superannuation requirements of their salaries/wages, paid directly into their chosen Superannuation Funds. To facilitate the above, a written "salary sacrifice" agreement must be implemented to allow such contributions from "before tax" pay.

6.6.2 Salary Packaging

The parties agree that employees can make application to enter into salary packaging arrangements through Council's provider (provided there is no cost to Council including GST, FBT and administration, and the proposed arrangement complies with the Australian Taxation Office guidelines and the Superannuation guidelines). Items such as, but not limited to, novated lease of a motor vehicle, associate lease of a motor vehicle and remote area allowances are available.

The Council reserves the right to withdraw this provision if changes in the relevant laws mean that the Council would incur additional administrative or taxation costs.

6.6.3 Summary

Other than facilitating the salary sacrifice/package arrangements, Council shall not be responsible for any other aspects of salary sacrifice/package which would include, but not be limited to, any loss sustained by the employee. Accordingly, while not a necessity, the Council strongly recommends employees take financial advice from a qualified financial advisor prior to entering into any such arrangements.

The parties agree that Council shall not be responsible for the provision of any financial or taxation advice to an employee in regard to any salary sacrifice/package arrangements and that

Council shall not accept any liability in the event that any salary sacrifice/packaging arrangements does not produce the financial benefit expected by an employee.

6.7 *PROGRESSION FROM LEVEL 1 TO LEVEL 2 – Award – (Stream A) EMPLOYEES*

Council will appoint new employees at a minimum of Level 1.6 of the Award – (Stream A) 2017 if they are gaining work experience through a paid placement opportunity, are new to the workforce, or are returning to the workforce after an extended period and require the close direction and support provided by Supervisors to undertake the routine work responsibilities as defined by the characteristics and requirements of this level, otherwise new employees will be appointed at Level 2.1 of the Award – (Stream A) 2017.

After completing 12 months of satisfactory service these employees shall move to Level 2.1 of the Award - (Stream A) and progress in accordance with the incremental progression provided for in Award – (Stream A).

6.8 *REGISTRATION FEES*

Where employees are required to hold a mandatory registration and/or where it is an inherent requirement of the employee's job, Council shall pay all fees for registration renewal.

6.9 *COMMENCEMENT LEVELS – Award - (Stream B) EMPLOYEES*

Employees who have their terms and conditions of employment covered by the Award - (Stream B) shall be entitled to a minimum commencement level of Level four (4) of this Award. After completing 12 months of satisfactory service at level four (4) these employees shall move to a minimum of Level five (5) of the Award - (Stream B).

6.10 *ALLOWANCES*

6.10.1 Adjustment

The allowances listed below shall be subject to adjustment each year as outlined in Schedule 1:

- a) On Call allowance (Monday - Friday)
- b) Toilet Cleaning allowance
- c) Health and Safety Representative allowance
- d) Leading Hand allowance; and
- e) Construction Grader allowance
- f) Camp Allowance
- g) Synthetic Fluids & Oils allowance
- h) Laundry allowance
- i) Asbestos allowance
- j) Tool Allowance

6.10.2 On Call Allowance

The scope of these provisions applies to those employees who participate in an on call roster and to those employees who as part of their terms of employment are required to be on call.

Where Council in emergent circumstances such as natural disasters, requires employees who are not participants on the roster to be on-call and attend to emergency work these provisions will be extended to those employees.

Council will approve positions required to participate in an on call roster. Positions not approved will not receive on call allowances.

Employees are not expected to be contactable if they are not on call.

6.10.2.1 On-call provisions

- a) For the purposes of this Agreement:

- i. A “**call-out**” means either a “**physical call out**” or a “**remote call out**”.
 - ii. A “**physical call out**” means a call that an employee receives while they are on call that requires them to attend a site/location in order to assess and /or rectify the situation which gave rise to the call.
 - iii. A “**remote call out**” means a call that an employee receives while they are on call that *does not* require them to attend a site/location in order to assess and / or rectify the situation which gave rise to the call.
- b) The role of the on-call person is to attend remotely or physically on site and repair or make safe the site (or issue). If necessary, with the approval of their supervisor the employee can contact other Council employees to assist with repairs.
 - c) Employees on a physical call out shall also perform work of a breakdown or emergent nature, which may arise before they have completed the original call-out and return home.
 - d) An employee who is rostered on-call to attend to physical call outs will be eligible to have the use of a Council vehicle for the period they are on-call to respond to physical call outs. Only the authorised on-call employee will be authorised to use the Council vehicle.
 - e) Employees who are rostered on-call will be provided with the use of a Council mobile phone for business purposes during that on-call period.
 - f) An employee who is rostered on-call must be available for work and:
 - be within reasonable travelling distance of the worksite if required to attend the worksite.
 - answer immediately or return a call within 15 minutes.
 - be able to commence travel to the worksite within 30 minutes of notification.
 - be fit for duty if called upon to perform work.
 - g) Employees who:
 - cannot adhere to clause 6.10.2.1 f; or
 - swaps with another employee without proper authorisation and notification; or
 - refuse to perform the relevant call out; will forfeit any allowances provided for being on-call for that period.
 - h) It is the employee’s responsibility to accurately record the required details on their timesheet for each call out.
 - i) An employee cannot accrue TOIL for call outs.

6.10.2.2 On call provision – fatigue management

- a) To limit fatigue and ensure due rest an employee must be off duty for a minimum of 10 continuous hours following the termination of the employee’s ordinary hours or call out and the commencement of the employee’s next ordinary hours of work, except as otherwise instructed as per (c).
- b) If an employee has had more than a 10 continuous hour break prior to receiving a call out, and the call out is received 2 hours prior to the commencement of the employees ordinary start time, the employee will complete their ordinary hours of work from the end of the call out period, or recommence work at their normal starting time. Hours worked for the call out will be paid at the applicable overtime rates, and hours following the call out will be paid at ordinary work rates.
- c) If on the instruction of the employee’s manager the employee commences ordinary work without having the minimum 10 continuous hours off duty (except as provided in (b) above) then the employee will be paid double time, until such time as the employee is released from duty and has had the minimum 10 continuous hours off duty.

6.10.2.3 On-call provisions Monday - Friday

- a) Employees who are on call Monday-Friday will be paid the appropriate allowance provided for in Schedule One (1) of this Agreement, for each day the employee is required to be on-call to attend to call outs.
- b) Where an employee responds to a physical call out on a Monday to Friday, they will be entitled to a minimum two (2) hour payment at the applicable overtime rate for the first call out. Subsequent call outs within the same two hour period do not trigger additional payment except where work extends beyond the initial two (2) hour period. Additional call outs beyond the two (2) hour period will be paid at the applicable overtime rate for time worked with a minimum of 15 minutes payable and will include the travel time to and from work.
- c) Where an employee responds to a remote call out on Monday to Friday, the employee will be entitled to a minimum one (1) hour payment at the applicable overtime time rate for the first issue. Subsequent calls within the same hour do not trigger additional payment except where work extends beyond the initial minimum one (1) hour period. Additional calls beyond the one (1) hour period will be paid at the applicable overtime rate for time worked with a minimum of 15 minutes payable.

6.10.2.4 On Call Saturday and Sunday or Public Holiday

- a) Saturday – Where an employee is required to remain on call on any Saturday, the employee shall be paid a sum equal to four (4) hours ordinary pay (on call allowance Saturday)
- b) Sunday or Public Holiday – Where an employee is required to remain on call on any Sunday or public holiday, the employee shall be paid a sum equal to eight (8) hours ordinary pay (on call allowance Sunday).
- c) If any employee whilst on call on a Saturday, Sunday or Public Holiday is required to perform any call out work, the employee shall be paid for the time worked at the overtime rate prescribed in the applicable award. Employees on call who are called out to respond to a physical call out on either Saturday, Sunday or Public Holiday shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work. There will be no minimum call outs on Saturday, Sunday or Public Holiday.
- d) To avoid any doubt, any actual hours worked by an on call employee (whether a call out or planned work) on a Saturday, Sunday or Public Holiday will not be deducted from the relevant on call allowance paid for the Saturday, Sunday or Public Holiday.

6.10.3 Recall to Duty

Recall to duty is only applicable to employees who are not “on call”.

For an employee to be recalled to duty without being on call, the following must occur:

- a) A Manager will be the only person who is authorised to recall an employee to the workplace or to respond remotely to an emergent issue.
- b) It is at the employee’s discretion if they elect to answer and respond to a recall to duty request outside of normal work hours.
- c) If the employee elects to respond, then the Manager must provide written notice to the employee to attach to their timesheet before being approved by their supervisor and being submitted to payroll.

Recall:

An employee, who is not on call but has been recalled for emergent work purposes outside of ordinary hours shall receive:

- a) The appropriate overtime rate with a minimum payment of 4 hours' work for each separate recall to a physically attend a work location; and/or
- b) A minimum one (1) hour payment at the applicable overtime rate for the first call to remotely attend to a work issue. Subsequent calls within the same hour do not trigger additional payment except where work extends beyond the initial minimum one (1) hour period. Additional calls beyond the one (1) hour period will be paid at the applicable overtime rate for time worked with a minimum of 15 minutes payable when recalled to respond remotely through use of an electronic device or phone.

Fatigue management will apply to an employee recalled to work per clause 6.10.2.2.

6.10.4 Camp Allowance

Where it is necessary for an employee to live in a camp provided by Council free of charge, such employee shall be paid a camping allowance for each day (including Saturday and Sunday) the employee lives in the camp, as per Schedule One (1) of this Agreement. Provided that the camping allowance shall not be less than that provided for in the relevant Award. The employee shall provide personal items including cooking utensils, food and linen. The establishment of camps must be with the approval of the CEO.

6.10.5 Meal Allowance

Where an employee, other than an employee living in camp, shall be supplied with a reasonable meal at Council's expense or be paid a meal allowance of \$31.00 for the life of this agreement, in lieu at all meal breaks during overtime as prescribed in the relevant Awards.

6.10.6 Toilet Cleaning Allowance

Where an employee is required to clean toilets as part of their regular duties or as directed by Council, shall be paid an allowance as stated in Schedule One (1) of this Agreement per day.

6.10.7 Wet Weather

All time lost through wet weather shall be paid for provided that the employee reports for work and is ready and willing to perform any work or other duties for which they are appropriately skilled or undertake any training required by Council.

6.10.8 Live Sewer Work Allowance

- a) An employee engaged on live sewage work or cleaning of septic tanks will, be paid for all time so engaged:
 - i. time and a half during ordinary hours; or
 - ii. one half of the ordinary hourly rate in addition to the relevant overtime, weekend or public holiday rate for work on week-ends or public holidays.

The term "live sewage work" will mean work carried out in situations where there is direct contact or direct aerial contact with raw sewage or mechanical plant, equipment or instrumentation contaminated with raw sewage. It also refers to work in connection with septic tanks, cleaning of mechanical plant if such plant is contaminated with sewage or cleaning of public areas (e.g. public toilets) where the facility is contaminated with raw sewage. This does not include the direct cleaning of toilets where the raw sewage is contained within the toilet bowl.

"Direct aerial connection" refers to employees who are undertaking live sewage work and/or directly supporting another employee who is in direct contact with live sewage.

- b) An employee who, on any day, is required to carry out work in connection with the release of blockages of sewer/sewerage lines, septic tanks, pump stations and connections, where they come in direct contact or direct aerial contact with raw sewage will be paid:
 - i. a minimum 4 hours
 - ii. at the applicable rates as outlined in a).

Note, this minimum payment does not apply to the cleaning of mechanical plant if such plant is contaminated with sewage or cleaning of public areas.

All time involved travelling to and from live sewage work shall be included in the minimum 4 hour timeframe (if applicable for blockages), unless the work exceeds the minimum 4 hour timeframe where travel time will be paid in addition to total live sewage work claimed at the applicable rates.

- c) An employee engaged to work at sewage treatment plants shall not receive payment prescribed in 6.10.8 a) or b) with the exception of work carried out at sewage pump stations upstream of the treatment plants.

6.10.9 Traffic Controllers

Where employees are engaged in traffic control duties after successfully completing a Traffic Control course and maintaining that certification shall receive payment at Level 5 Award - (Stream B) in accordance with the Mixed Functions clause (6.2) of this Agreement.

6.10.10 Tool Allowance

Tools of the trade are instruments, tools, equipment, and devices that would be usually used in the normal course and scope of a person's trade occupation. They are items that a person needs to complete work tasks. These items are for work use and must be able to be observed to be in the workplace should the employee be asked to present such item.

An employee has a duty of care to maintain their tools in a usable condition for the work they undertake for Council. Employees using their own tools shall be entitled to a subsidy of \$1,750 per financial year. Where the employee is an apprentice, they will be entitled to a subsidy of \$2,000 per financial year for the period of their apprenticeship. Increases to tool allowance will be adjusted annually in accordance with the adjustment as per schedule 1 of this agreement.

Prior to purchase of any tools, equipment or devices under this clause, the employee must seek written approval from their supervisor, manager and people and performance.

Upon the production of a tax receipt for such tools purchased that an employee uses at work, council will reimburse the full amount to the employee through a personal expense claim form.

Conversely council shall purchase such tools on behalf of the employee with a view to providing the employee with an increased benefit where Council is able to secure the tools at a discounted rate. Where the employee is using this option, the invoice must be in councils name, clearly stating the employees name on the invoice. Council will then raise the purchase order and provide to the supplier to enable collection of the tools.

Employees shall have the choice of using the full subsidy during each financial year or accumulating any part of or the full subsidy over the term of this Agreement. Any balance remaining at the conclusion of a contract of employment term will be negated. The provision for the payment of Tool Allowance in any relevant Awards shall no longer apply.

6.10.11 Health and Safety Representative Allowance

An all-purpose allowance as stated in Schedule One (1) of this Agreement shall be paid to all elected Health and Safety Representatives from the date they formally accept their nomination in consideration of the additional powers and functions attached to the positions. The HSR must make every effort to meet the mandatory training obligations under the WHS Act 2011 to receive the HSR allowance.

6.10.12 Asbestos Allowance

Where an appropriately qualified (ticketed) employee is either directed to work on sites, buildings or infrastructure that involves asbestos or that this type of work forms part of the employee's usual work that brings them in contact with asbestos they shall be paid an asbestos allowance as per Schedule One (1) of this agreement.

6.10.13 Leading Hand Allowance – Award (Stream B) and (Stream C)

Where an employee has been requested to have ongoing oversight over other employees and has signed Council's leading hand duties statement and agreement, they shall be paid an additional allowance per day as per Schedule One (1) of this Agreement.

If council requests an employee to undertake oversight of other employees for less than a four week period, an allowance will be paid without the requirement to sign Council's leading hand duties statement and agreement, however it is agreed that the expectations within the duties statement shall still be applicable.

6.10.14 Construction Grader Allowance

Where a grader operator is not classified at Award - (Stream B) Level 8 and performs work that would be classed as construction works as per Council's Construction Grader Allowance Guidelines, that grader operator shall be paid an allowance as per Schedule One (1) of this Agreement.

6.10.15 Synthetic Fluids and Oils Allowance

Employees employed in the classification of mechanic, diesel fitter, or service person who, in their day to day duties, are exposed to synthetic fluids, oils and coolants while performing work tasks, shall be paid an extra allowance as per Schedule One (1) of this agreement.

6.10.16 Handling of Dead Animals Allowance

An Employee, required by Council to handle or remove dead animals as part of their ordinary duties, or for operational reasons is required to remove dead animals, will receive an allowance of \$5.00 per animal while those duties are performed for the life of the agreement. To be in receipt of this allowance, an Employee must accept suitable training, be vaccinated and will be required to have authorisation to clear dead animals off roads and public spaces or do so in emergent public safety situations.

Dingo scalps are excluded from this clause.

6.10.17 Cleaning Contaminated Areas Allowance

Where an employee is required to work in difficult or unpleasant conditions under the following circumstances:

- a) in cleaning out council washdown facilities, where they are required to work in unpleasant water, slime, slush or swampy, boggy ground, so that their feet and ankles become submerged;
or
- b) when required to clean or repair machinery which is contaminated with waste from resource recovery centers or landfill facilities; or
- c) clean animal enclosures or other Council property which has held or transported an animal;

shall be paid for all time actually worked under such conditions at the rate of time and a half during ordinary hours or the applicable overtime rate.

6.10.18 Locality Allowance

All employees are entitled to be paid a fortnightly locality allowance. The applicable rate of the locality allowance is set out at Division 2 - Section 1 - Schedule 2 of the *Queensland Local Government Industry (Stream A) Award – State 2017*, depending on employee's designated work location. For clarity, all employees covered by this Agreement will be paid the relevant full rate of the locality allowance, not just employees covered by the Stream A Award or employees with

dependents. This locality allowance replaces all other Locality/Divisional/District Allowances in the Awards.

6.10.19 Laundry Allowance

Employees engaged to work in workshops will be entitled to a weekly laundry allowance per Schedule One (1) of this agreement. This allowance will be indexed per Schedule One (1) of this agreement.

6.11 COMMENCEMENT LEVELS – Award - (Stream C) APPRENTICES

Current employees who are successful in moving into an apprentice role within council (whose current existing annual wage is higher than the commencement level of the Central Highlands Regional Council Apprentice Wage Schedule, shall be entitled to a minimum commencement level equivalent to:

- a) the existing annual wage of the role they were appointed in immediately prior to the apprenticeship offer, or
- b) 80% of the base qualified wage rate, whichever is the lower.

The apprentice will be entitled to progression as per the Training Wage Award – State 2012 once the scheduled rate increases above their appointment rate, until this time the apprentice will remain on their commencement wage rate (any increases will be in alignment with clause 6.1.1 of this agreement).

All new employees who are successful in gaining an apprentice role within council (not considered an adult apprentice) and is employed under a formal training contract through a registered training organisation will be paid the following percentages of the trade qualified level relevant to their particular stream of employment.

- Year 1 55%
- Year 2 65%
- Year 3 75%
- Year 4 90%

PART 7 - LEAVE ENTITLEMENTS

7.1 SICK LEAVE

Employees (other than casual employees) whose terms and conditions are governed by this Agreement shall be entitled to 15 days sick leave per annum. For the purpose of this clause, sick leave will be accrued by an employees working pattern as follows:

- a) Full time employees working 72.5 hours per fortnight (working 9 days per fortnight) are entitled to 120.90 hours' sick leave per year of service.
- b) Full time employees working 72.5 hours per fortnight (working 8 days per fortnight) are entitled to 135.90 hours' sick leave per year of service.
- c) Full time employees working 72.5 hours per fortnight (working 19 day per month) are entitled to 114.44 hours' sick leave per year of service.
- d) Full time employees working 76 hours per fortnight (working 9 days per fortnight) are entitled to 127.50 hours' sick leave per year of service.
- e) Full time employees working 76 hours per fortnight (working 8 days per fortnight) are entitled to 142.50 hours' sick leave per year of service.
- f) Full time employees working 76 hours per fortnight (working 9 on 5 off roster per fortnight) are entitled to 127.50 hours' sick leave per year of service.
- g) Full time employees working 76 hours per fortnight at Transfer Station (working 8 week roster) are entitled to 142.50 hours' sick leave per year of service.
- h) Part-time employees are entitled to sick leave accruals on a pro-rata basis of full-time employees.

An employee shall be required to provide a medical certificate or other reasonably acceptable evidence to Council in order to claim sick leave for absences in excess of two (2) days per occasion. There shall be no limit as to the amount of sick leave an employee may utilise in any one year whilst employed with Council. To avoid doubt this means that the 32 week cap has been lifted, however all sick leave claimed has to comply with this clause.

7.2 CARER'S LEAVE

An employee with responsibilities for the care and support of an immediate family or household member shall be entitled to use accrued sick leave entitlements to provide care and support for such immediate family or household member when they are ill, require transport to medical appointments, for related medical purposes, or as a result of a breakdown of care arrangements or because an unexpected emergency arises in relation to an employee's immediate family or household member.

An employee may also access carer's leave to care for or support a person who has experienced domestic violence.

Such leave may be taken for a day or part of a day. Any such leave taken in excess of two (2) days shall require supporting medical evidence. Where it is determined that no medical practitioner was available a statutory declaration may suffice.

For the purpose of this clause an immediate family or household member shall mean a spouse (including a former spouse, a de facto spouse and a former de facto spouse,) of the employee; and a child or an adult child (including an adopted child, a foster child, an ex- foster child, a stepchild or an ex-nuptial child), parent, step-parent, grandparent, grandchild or sibling of the employee or spouse of the employee or other significant relationships as pertain to individual employee's circumstances.

7.3 PAYOUT OF PERSONAL LEAVE ON TERMINATION OF EMPLOYMENT

In recognition of long serving employees and to retain workers for succession planning, the payout of personal leave on termination of employment or death shall be paid on the basis set out in Table 1, subject to the following conditions:

- a) Accrued entitlement under this clause shall be considered as years of service from Central Highlands Regional Council including pre-amalgamation accruals and entitlements from the former shires of Bauhinia Shire Council, Daringa Shire Council, Emerald Shire Council and Peak Downs Shire Council.
- b) For the purpose of calculating sick leave transfer entitlements for staff transferring to another Queensland Local Government, sick leave entitlements will be reduced by the amount of leave paid out under this Agreement; and
- c) Where an employee is transferring to another Queensland Local Government, the option exists for the employee to elect to cash out the identified portion of the accrued entitlement or to take the full accrued entitlement as a transfer to the new Local Government entity.

Table 1 – Sick Leave Payout Schedule.

Years of Service	Percentage of accrued and entitled Leave Balance to be paid out
5 – 10	20%
11 – 15	30%
16 – 20	40%
21 - 25	50%
26 above	60%

7.4 ABSENTEEISM MANAGEMENT PROCEDURE

The Council shall from time-to-time review employee sick leave records with a view to determining employees who have an excess of non-certified absences which gives cause for reasonable concern. At any time during the following process an employee shall have the right to be accompanied or represented by a person or organisation of their choice.

7.4.1 Where an employee is deemed to have an unsatisfactory attendance record the supervisor, shall in the first instance discuss the matter with the employee in order to identify the concerns, explain the impact this may be having and understand underlying causes or contributing factors. During this discussion the parties should agree on a way forward and determine if any support is required for the employee. The employee’s immediate supervisor should also explain this procedure and that failure to improve attendance may result in formal steps being taken, e.g. formal absence management.

7.4.2 Where the above step (7.4.1) does not result in any improvement the employee shall be notified in writing of the need to attend a formal meeting. The employee shall be advised of the time, date, reason for the meeting and that they are entitled to have an advocate or a support person of their choice present at the initial and any subsequent meeting. If the discussion does not provide satisfactory reason/s for the employee’s absences, the employee may be placed on a formal absence management plan, which may require proof of illness, medical certificate or other evidence of the illness to satisfy a reasonable person for any subsequent absence within a period of up to 3 months. The plan shall also include appropriate actions for improvement.

7.4.3 If no improvement is observed within the agreed timeframe the employee shall be interviewed again. If the reasons provided are unsatisfactory the disciplinary process may commence, in line with relevant procedure and legislation.

The above procedure does not withdraw Council’s right to take action against fraudulent behaviour which may justify summary dismissal.

7.5 PARENTAL LEAVE

7.5.1 Definition

For the purposes of this provision:

- a) Parental Leave means leave available in circumstances relating to Birth, Adoption, Surrogacy, Infant Death, Stillbirth or Termination post 20 weeks' gestation subject to the conditions set out in this provision, and includes Primary Parent Leave and Secondary Parent Leave.
- b) Primary Caregiver means an employee who is a parent or guardian who provides, or would have provided, primary care to the child following the birth or placement of the child.
- c) Secondary Caregiver means an employee who is a parent or guardian who provides secondary care to the child following the birth or placement of the child.

7.5.2 Primary Caregivers Leave

On completion of one year's continuous service, an employee who is a Primary Parent or Guardian will be entitled to parental leave of ten weeks on full pay or 20 weeks on half pay. This leave will commence upon the birth or placement of the child or children, or if the Primary Caregiver is the birthing parent, the date of termination if the pregnancy terminates other than by the birth of a living child in the third trimester.

7.5.3 Secondary Caregivers Leave

On completion of one year's continuous service, an employee who is a Secondary Caregiver will be entitled to parental leave of two weeks on full pay commencing from the birth or placement of the child unless otherwise agreed with Council.

7.5.4 Change in Caring Responsibility

A Secondary Parent or Guardian will be entitled to Primary Caregiver's Leave where reasonable evidence establishes a change of circumstances which necessitates the employee assuming the Primary Caregiver role, and the change of caring responsibility occurs no later than eight weeks from the birth or placement of the child.

Where an employee has used secondary caregiver's leave and assumes the primary caregiver role, any parental leave already taken will be deducted from the 10 week entitlement.

Where both parents or caregivers are employees at council, the total combined primary caregiver leave period must not exceed 10 weeks.

7.5.5 Early Commencement

An employee who is the birthing parent will be eligible to commence Paid Parental Leave a maximum of two weeks prior to the expected due date where reasonable evidence establishes that the employee is medically required to commence such leave prior to the expected due date.

7.5.6 Maintenance of Entitlement

In the case of stillbirth, infant death or termination post 20 week's gestation, an employee eligible for Parental Leave will maintain their entitlement.

7.5.7 Adoption

In relation to adoption, this provision shall only apply in respect of a child who:

- a) Is not older than 16 years of age at the date or expected date of placement, and
- b) has not (or will not have) resided continuously with the employee for six months as at the date or expected date of placement, and
- c) is not (other than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

7.6 BEREAVEMENT LEAVE

Employees may be granted up to five (5) days bereavement leave, on full pay on each occasion, where the deceased person was a member of the employee's immediate family or household.

Immediate family is defined to be the employee's spouse, a child, ex-nuptial child, stepchild, adopted child, foster child, ex-foster child, parent, grandparent, grandchild, uncle, aunt, nephew, niece or sibling of the employee or employee's spouse.

This shall be subject to the production of satisfactory evidence of death to Council or the completion of a statutory declaration.

The CEO at their discretion may grant bereavement leave:

- a) on the occasion of the death of other persons in addition to the above mentioned relatives; and
- b) of more than five (5) days bereavement leave to employees depending on their personal circumstances.

7.7 ANNUAL LEAVE

Full time employees shall accrue five (5) weeks paid annual leave per completed year of service. In addition to the payment for annual leave, employees shall also attract a leave loading of 17.5%. Part time employees and fixed-term temporary employees shall accrue annual leave on a pro rata basis in relation to the ordinary hours worked. Due to the nature of the employment contract casual employees shall not accrue any annual leave.

Annual leave accrued must not exceed 10 weeks. Where an employee accrues in excess of 10 weeks, Council on four (4) weeks written notice may require the employee to take part of all of the accrued annual leave. The CEO may, in special circumstances, allow an accrual of annual leave in excess of 10 weeks where employees are planning to take extended leave.

7.8 LONG SERVICE LEAVE

7.8.1 Accrual

All full-time employees shall accrue a long service leave entitlement at the rate of 1.3 weeks for each completed year of continuous service. Part-time, fixed term and casual employees shall be entitled to long service leave on a pro-rata basis in relation to the ordinary hours worked.

Provided that any calculation of an employee's long service leave provision shall be subject to any amendments to current and past legislation and/or Awards provisions. To avoid doubt this means that an employee's long service leave is calculated on the amount of long service leave available to that employee at relevant times during their employment.

On the completion of five (5) years continuous service with Local Government in Queensland an employee may take any accrued long service leave. The minimum amount of pro rata long service leave that can be taken is five (5) days or otherwise agreed with the employee's manager. To facilitate this, a written request is required.

In addition, where an employee resigns, or their employment is terminated on completion of five (5) years or more years' of continuous service with Local Government in Queensland the employee is entitled to be paid out any accrued long service leave.

7.8.2 Long Service Leave Reduction Scheme

Where an employee has accrued in excess of 26 weeks of long service leave the employee may be required to participate in a leave reduction scheme. Such scheme may require the employee to reduce their accrued bank of long service leave over an agreed period of time in order to maintain a maximum of 26 weeks long service leave. However, the employee, on their own volition, may decide to reduce their long service leave entitlement to less than 26 weeks.

7.8.3 Long Service Payment Options

The payment of long service leave entitlements may be taken and paid at either full pay or half pay rates. It is the employee's responsibility to advise payroll if they require their payment at half pay, otherwise payment will default to be paid at the full pay entitlement.

7.9 WORKERS COMPENSATION TOP UP FROM SICK LEAVE

Where employees are receiving Local Government Workcare payments, such payments may be topped up to the employee's base weekly wage from accrued sick leave. To facilitate this, a written request to the relevant Executive Leadership Team member is required. Any request to use sick leave under this clause is conditional upon the employee maintaining a balance of fifteen days in their sick leave accruals.

It is also agreed that if an employee is receiving Local Government Workcare payments, the employee shall continue to accrue and be paid the following entitlement for the entire period they are absent on workers compensation.

- a) Long Service Leave
- b) Annual Leave
- c) Personal Leave
- d) Superannuation.

7.10 PUBLIC HOLIDAY

Where an employee is required to work a public holiday, TOIL provisions shall not apply. Accordingly, the relevant Awards provision regarding penalty rates shall apply.

7.11 TRADE UNION TRAINING LEAVE

Paid leave of absence of up to six (6) days per union per calendar year shall 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 Council shall only be obliged to pay for not more than a total of twenty – four days per year in Trade Union training leave, regardless of the number of union delegates. Additional days may be approved at the relevant Executive Leadership Team member's discretion.

7.12 DOMESTIC AND FAMILY VIOLENCE LEAVE

Where an employee has been affected by Domestic and Family Violence as defined in Council's policy, the employee will be able to access up to 15 days paid special leave. A support person as defined in Section 42(2) (b) of the Act will be able to access Carer's leave in accordance with clause 7.2 of this Agreement. Requests for additional paid leave will be considered on a case by case basis.

Employees are encouraged to raise any safety concerns due to domestic and family violence they have regarding themselves or their colleagues with their Manager, Executive Leadership Team member or Manager People and Safety.

In order to provide support to an employee experiencing domestic and family violence, council is committed to providing a safe and secure work environment.

Council will approve any reasonable request from an employee including:

- a) Reasonable workplace adjustments including temporary or permanent transfer to a different position, change of work station location, work email and work telephone number, span of hours or pattern of hours and/or shift patterns.
- b) Access to any available council housing for emergency, short-term basis.

- c) Referral to Council's Employee Assistant Program (EAP) or other domestic violence support services.

7.13 NATURAL DISASTER LEAVE

Where any employee is isolated as a result of a verifiable natural disaster situation or a significant event as declared by the CEO, and is unable to report to work at any of Council's depots or place of work, the employee shall be permitted paid leave up to a maximum of five (5) days subject to the approval of the CEO. This may include, on a case by case basis, reasonable time required to secure an employee's property.

7.14 SPECIAL GLOBAL PANDEMIC LEAVE

Where a Global Pandemic event has been determined by the CEO for the Local Government Area and employees are prevented from working:

- a) as a result of being required to self-isolate by government or medical authorities; and/or acting on the advice of a medical practitioner, or
- b) as a direct result of measures taken by government or medical authorities in response to a pandemic
- c) where an employee has made every effort to limit their exposure and potential risk to the organisation

The CEO will determine the appropriate response with regard to all staff who may be subject to one or more of the circumstances outlined in this clause. The CEO may provide a standard entitlement for all employees to leave their place of work at a prescribed time/date and return to work at a prescribed time/date. Any request for variations by individual employees to that period of leave may be considered on a case by case basis.

Where an employee has knowingly travelled into a declared hotspot, no provision of this leave will be applicable unless an exemption has been granted by the relevant state or federal authority.

7.15 PREVENTATIVE HEALTH

Employees shall be entitled to access sick leave to attend preventative health or routine medical appointments with a Registered Health Practitioner, as defined by the Australian Health Practitioner Regulation Agency. Employees shall be required to seek approval from their supervisor a minimum of five (5) working days prior to the sick leave being taken for such appointments, or as otherwise approved.

An employee shall be required to provide a medical certificate or other reasonably acceptable evidence to Council in order to claim sick leave taken for preventative health measures in excess of two (2) days per occasion.

Where an employee is subject to absenteeism management, they may be required to provide a medical certificate (or statutory declaration in circumstances where a medical certificate cannot be provided by the health care provider) for each instance of sick leave taken for preventative health.

SIGNATORIES

Signed for and on behalf of the
Central Highlands Regional Council

.....

Mr Aaron Johansson
Chief Executive Officer

In the presence of

.....

Mr Rhys Dennison
A/General Manager, People, Safety and Legal

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

.....

Mr Neil Henderson
Secretary

In the presence of

.....

Mr John Donaghy

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

.....

Ms Stacey Schinnerl
Secretary

In the presence of

.....

Ms Melinda Chisholm

Signed for and on behalf of the
**Automotive, Metals, Engineering, Printing and Kindred
Industries Industrial Union of Employees, Queensland**

.....

Mr Rohan Webb
State Secretary QLD/NT

In the presence of

.....

Ms Melissa McAllister

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

.....

Mr Paul Dunbar
Industrial Relations Coordinator

In the presence of

.....

Ms Emma Eaves

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

.....

Mr Justin Maxwell
Assistant State Secretary

In the presence of

.....

Ms Shari Charrington

SCHEDULE ONE – WAGE PROVISIONS

Queensland Local Government Industry (Stream A, Division 2, Section 1) Award - State 2017				
Classification	Weekly Wage as at 30 October 2024	5% increase from 1 November 2024	5% increase first full pay period after 1 July 2025	5% increase first full pay period after 1 July 2026
Level 1 - 6	1304.9033	1370.1484	1438.6558	1510.5886
Level 2 - 1	1331.5661	1398.1444	1468.0516	1541.4542
Level 2 - 2	1358.7079	1426.6433	1497.9755	1572.8742
Level 2 - 3	1388.7401	1458.1771	1531.0860	1607.6403
Level 2 - 4	1418.3252	1489.2415	1563.7035	1641.8887
Level 3 - 1	1448.7300	1521.1665	1597.2248	1677.0861
Level 3 - 2	1479.4702	1553.4437	1631.1159	1712.6717
Level 3 - 3	1510.2228	1585.7339	1665.0206	1748.2716
Level 3 - 4	1541.4722	1618.5458	1699.4730	1784.4467
Level 4 - 1	1572.2248	1650.8360	1733.3778	1820.0467
Level 4 - 2	1603.4742	1683.6479	1767.8303	1856.2218
Level 4 - 3	1634.2144	1715.9251	1801.7213	1891.8074
Level 4 - 4	1664.9421	1748.1892	1835.5987	1927.3786
Level 5 - 1	1696.2039	1781.0141	1870.0648	1963.5680
Level 5 - 2	1726.9582	1813.3061	1903.9714	1999.1699
Level 5 - 3	1757.6967	1845.5815	1937.8606	2034.7536
Level 6 - 1	1809.6134	1900.0941	1995.0988	2094.8537
Level 6 - 2	1861.0334	1954.0850	2051.7893	2154.3787
Level 6 - 3	1912.9377	2008.5845	2109.0138	2214.4644
Level 7 - 1	1964.3452	2062.5624	2165.6905	2273.9751
Level 7 - 2	2015.7527	2116.5403	2222.3673	2333.4857
Level 7 - 3	2067.1726	2170.5312	2279.0577	2393.0106
Level 8 - 1	2129.1622	2235.6203	2347.4013	2464.7713
Level 8 - 2	2191.1517	2300.7093	2415.7447	2536.5320
Level 8 - 3	2253.1537	2365.8114	2484.1020	2608.3071
Level 8 - 4	2311.1191	2426.6751	2548.0088	2675.4092
Level 8 - 5	2369.0721	2487.5257	2611.9020	2742.4971

Queensland Local Government Industry (Stream B, Division 2, Section 5) Award - State 2017				
Classification	Weekly Wage as at 30 October 2024	5% increase from 1 November 2024	5% increase first full pay period after 1 July 2025	5% increase first full pay period after 1 July 2026
Level 3	1225.5739	1286.8526	1351.1952	1418.7550
Level 4	1241.3519	1303.4195	1368.5905	1437.0200
Level 5	1260.5007	1323.5257	1389.7020	1459.1871
Level 6	1292.9130	1357.5587	1425.4366	1496.7084
Level 7	1326.4673	1392.7907	1462.4302	1535.5517
Level 8	1356.4202	1424.2412	1495.4533	1570.2259
Level 9	1389.4474	1458.9198	1531.8658	1608.4590

Queensland Local Government Industry (Stream C, Division 2, Section 1) Award - State 2017

Classification	Weekly Wage as at 30 October 2024	5% increase from 1 November 2024	5% increase first full pay period after 1 July 2025	5% increase first full pay period after 1 July 2026
BT 1	1524.4806	1,600.7046	1,680.7399	1,764.7769
BT 2	1595.2265	1,674.9878	1,758.7372	1,846.6740
BT 3	1666.7324	1,750.0690	1,837.5725	1,929.4511

Queensland Local Government Industry (Stream C, Division 2, Section 2) Award - State 2017

Classification	Weekly Wage as at 30 October 2024	5% increase from 1 November 2024	5% increase first full pay period after 1 July 2025	5% increase first full pay period after 1 July 2026
C14	1225.7600	1287.0480	1351.4004	1418.9704
C13	1268.4400	1331.8620	1398.4551	1468.3779
C12	1345.2400	1412.5020	1483.1271	1557.2835
C11	1416.3800	1487.1990	1561.5590	1639.6369
C10	1524.4800	1600.7046	1680.7399	1764.7769
C9	1595.6100	1675.3923	1759.1620	1847.1201
C8	1666.7300	1750.0690	1837.5725	1929.4511
C7	1737.8500	1824.7401	1915.9771	2011.7759
C6	1880.1000	1974.1044	2072.8096	2176.4501
C5	1951.2300	2048.7921	2151.2317	2258.7933
C4	2022.3500	2123.4675	2229.6409	2341.1229
C3	2164.6000	2272.8300	2386.4715	2505.7951

Allowances

Allowance	CHRC Rate	Increase as date of certification	5% increase first full pay period after 1 July 2025	5% increase first full pay period after 1 July 2026
On Call (Mon-Fri) / day	33.1200	45.0000	47.2500	49.6125
Toilet Cleaning / day	10.0000	10.5000	11.0250	11.5763
Health and Safety Representative / week	19.4800	40.0000	42.0000	44.1000
Leading Hand / week	55.0000	70.0000	73.5000	77.1750
Construction Grader / day	17.2220	18.0831	18.9873	19.9366
Camp / day	55.0000	60.0000	63.0000	66.1500
Synthetic Fluids & Oils / week	.35c / hour	20.00	21.0000	22.0500
Laundry / week	0	5.0000	5.2500	5.5125
Asbestos / day	20.0000	21.0000	22.0500	23.1525
Tool Allowance / Adult	1750.0000	1750.0000	1837.5000	1929.3750
Tool Allowance / Apprentices	1750.0000	2000.0000	2100.0000	2205.0000