

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Barcoo Shire Council

AND

The Australian Workers' Union of Employees, Queensland

Queensland Services, Industrial Union of Employees

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

(Matter No. CB/2025/12)

BARCOO SHIRE COUNCIL CERTIFIED AGREEMENT 2024

Certificate of Approval

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

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

Parties to the Agreement:

- The Australian Workers Union of Employees, Queensland
- Queensland Services, Industrial Union of Employees
- Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland

Operative Date: 24 March 2025

Nominal Expiry Date: 30 June 2028

Previous Agreement: *Barcoo Shire Council Local Government Operational Employees' Certified Agreement 2021 – 2024*

Termination Date of Previous Agreement: 24 March 2025

By the Commission

P.B. O'NEILL
Industrial Commissioner
24 March 2025

Barcoo Shire Council Certified Agreement 2024

TABLE OF CONTENTS

1.	TITLE OF AGREEMENT	2
2.	RELATIONSHIP TO PARENT AWARDS	2
3.	PARTIES BOUND	2
4.	APPLICATION	2
5.	NO EXTRA CLAIMS	2
6.	DATE AND PERIOD OF OPERATION	2
7.	CONSULTATION – INTRODUCTION OF CHANGES.....	2
8.	DISPUTE RESOLUTION	3
9.	OBJECTIVES OF THE AGREEMENT.....	5
10.	SHIRE EMPLOYMENT	5
11.	EQUAL EMPLOYMENT OPPORTUNITY	5
12.	JOINT CONSULTATIVE COMMITTEE (JCC)	5
13.	POSITIVE WORKPLACE RELATIONS	5
14.	MENTAL HEALTH AND WELLBEING IN THE WORKPLACE AND BEYOND	6
15.	ENVIRONMENTAL SUSTAINABILITY	6
16.	JOB SECURITY	7
17.	CASUAL CONVERSION	7
18.	CLASSIFICATIONS	8
19.	WAGES	8
20.	HIGHER DUTIES	8
21.	ALLOWANCES.....	9
22.	HOURS OF WORK.....	10
23.	MEAL BREAKS FOR STREAM B AND STREAM C EMPLOYEES	10
24.	TRAVEL & ACCOMODATION	10
25.	PUBLIC HOLIDAYS	11
26.	LEAVE.....	11
27.	ROSTERED DAYS OFF	15
28.	PRODUCTIVITY IMPROVEMENTS	15
29.	SERVICE OF PLANT AND FLEET.....	16
30.	TRAINING & DEVELOPMENT.....	16
31.	ABANDONMENT OF EMPLOYMENT.....	16
32.	ON CALL ALLOWANCE.....	16

1. TITLE OF AGREEMENT

1.1 This Agreement shall be known as the Barcoo Shire Council Certified Agreement 2024.

2. RELATIONSHIP TO PARENT AWARDS

2.1 This Agreement shall be wholly read and interpreted in conjunction with the terms of the following parent Awards:

- i. Queensland Local Government Industry (Stream A) Award – State 2017 (**Stream A**)
- ii. Queensland Local Government Industry (Stream B) Award – State 2017 (**Stream B**); and
- iii. Queensland Local Government Industry (Stream C) Award – State 2017 (**Stream C**)

2.2 Where there is any inconsistency between this Agreement and a parent Award, this Agreement will prevail to the extent of that inconsistency.

3. PARTIES BOUND

The parties to the Agreement are:

- Barcoo Shire Council (ABN 34 668 298 330) (**Council**);
- The Australian Workers' Union of Employees, Queensland (**AWU**);
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (**CFMEU**); and
- Queensland Services, Industrial Union of Employees (**QSU**).

4. APPLICATION

The Agreement shall apply to Council, Council employees covered by the *Queensland Local Government Industry (Stream A) Award – State 2017*, *Queensland Local Government Industry (Stream B) Award – State 2017* and the *Local Government Industry (Stream C) Award – State 2017*, and the unions mentioned in clause 3.

5. NO EXTRA CLAIMS

5.1 The parties to this Agreement undertake that during the period of operation of the Agreement, there shall be no further claims for wages or salary increases or improvements in employment conditions sought or granted except for those provided under the terms of this Agreement.

5.2 This clause does not prevent any party to a parent Award from seeking any amendment or amendments (including amendments to award wages, classification of conditions) to that award or awards during the life of this Agreement.

6. DATE AND PERIOD OF OPERATION

This Agreement shall operate, in accordance with its terms, from the date of certification until 30 June 2028.

7. CONSULTATION – INTRODUCTION OF CHANGES

7.1 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 their relevant union/s.

- 7.2 '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.
- 7.3 Council's duty to consult over change -
- (a) Council shall consult the employees affected and, their relevant union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
 - (b) The consultation shall occur as soon as practicable before making the decision referred to in clause 7.1.
 - (c) For the purpose of such consultation Council shall provide in writing to the employees concerned and their relevant union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
 - (d) Notwithstanding the provision of clause 7.3(c) Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

8. DISPUTE RESOLUTION

8.1 Prevention and settlement of disputes - Award matters

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the parent Awards by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the consultation of work.
- (c) In the event of any disagreement between the parties as to the interpretation or implementation of the parent Awards, the following procedures shall apply:
 - (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (ii) if the matter is not resolved as per clause 8.1(c)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
 - (iii) if the matter remains unresolved it may be referred to Council for discussion and appropriate action. This process should not exceed 14 days;
 - (iv) if the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission.
- (d) Nothing contained in this procedure shall prevent unions or Council from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

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

Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.

Stage 3: If the grievance is still unresolved, the manager will advise the Chief Executive Officer and the aggrieved employee may submit the matter in writing to the Chief Executive Officer if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.

- (c) Council shall ensure that:
 - (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) Council may appoint another person to investigate the grievance or dispute. Where possible, the appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. Council shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.

Stage 2: Not to exceed 7 days.

Stage 3: Not to exceed 14 days.

- (g) If the grievance or dispute is not settled the matter may be referred to the Queensland Industrial Relations Commission by the employee or the union.
- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

9. OBJECTIVES OF THE AGREEMENT

9.1 The objectives of this Agreement are to:

- (a) provide certainty, stability and equity in relation to overall pay and conditions of all employees for the operational period of the Agreement;
- (b) facilitate greater flexibility of working arrangements for staff;
- (c) ensure continued workplace reforms through a consultative approach;
- (d) improve productivity and efficiency within Council through the creation and implementation of operational key performance indicators (KPI) in consultation with relevant employees;
- (e) improve morale and job satisfaction and job security amongst employees; and
- (f) raise the profile of the Barcoo Shire Council as a “best practice” employer.

10. SHIRE EMPLOYMENT

10.1 Council is committed to up-skilling staff and to this end, Council will advertise all positions internally in the first instance, allowing a period of seven (7) calendar days for applications to be made. If no suitable applications are received, Council may then advertise the position both internally and externally.

10.2 Clause 10.1 can be superseded by the Chief Executive Officer should the position require specific skills or qualifications that cannot be sought internally.

11. EQUAL EMPLOYMENT OPPORTUNITY

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

- (a) reviewing position descriptions, prior to advertisement, to ensure non-bias / gender neutral language;
- (b) inclusion of statements during recruitment that Council is an equal opportunity employer;
- (c) ensuring selection of applicants for vacant positions is conducted in accordance with the law;
- (d) giving appropriate and meaningful consideration of workplace flexibility or adjustment requests; and
- (e) ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attributes under the Anti-Discrimination Act 1991.

11.2 The Council is committed to equal remuneration for work of equal or comparable value.

12. JOINT CONSULTATIVE COMMITTEE (JCC)

12.1 As a practical vehicle to facilitate consultation between staff, unions and management and to implement this agreement, the JCC has been established. The JCC shall consist of the Chief Executive Officer and/or representative, Human Resources Officer, union officials, 1 x TSU Delegate, 1 x AWU Delegate and 1x CFMEU Delegate. The JCC shall meet quarterly, or more often as required.

13. POSITIVE WORKPLACE RELATIONS

13.1 This Agreement recognises the concept of “Freedom of Association” and the employees’ right to be represented by the industrial organisations party to this Agreement. Further, the parties agree that the ‘Statement of Union Encouragement’ forms part of this agreement.

13.2 Union Delegate Training Leave

Union Delegate or prospective delegate with the approval of the Union and Council, shall be granted

up to five (5) days leave with pay each calendar year, non-cumulative, to attend approved union training courses/seminars, which are designed to promote good industrial relations and industrial efficiency within the workplace.

13.3 **Union Delegate Support**

Union Delegates shall have the right without loss of pay to discuss work related matters which are of concern to any employee or to convey information relating to the workplace to employees provided that the union delegate shall advise the relevant supervisor/s beforehand and not unduly interfere with the work in progress.

Union Delegates shall be allowed reasonable time without loss of pay during work hours to consult with an authorised official of the union provided that this does not unduly interfere with the work in progress.

Union Delegates shall be released without loss of pay to attend and participate in industrial tribunals.

Council shall provide the Union Delegate with access to a telephone or electronic media and other suitable facilities (where practical) to progress inquiries on behalf of members.

14. **MENTAL HEALTH AND WELLBEING IN THE WORKPLACE AND BEYOND**

14.1 Council recognises that the workplace plays a vital role in assisting employees affected by mental health issues and commits to:

- Establishing a mental health and well-being policy and mental health first aid officer workplace policy, and
- Foster communication and openness to mental health issues to reduce any stigma or barriers which may impact on employees seeking support, and
- Providing assistance and support to employees, including access to EAP, access to resilience training and the training of employees to enable such support, and
- Identifying and taking reasonable steps to eliminate or reduce identified workplace factors which may contribute to the development of work-related stress and ill health, and
- Information will be made available to employees about service providers who may be able to offer additional support.

14.2 Council recognises the importance of proactive initiatives which support employees who may be suffering from mental health issues.

14.3 To assist the facilitation of such initiatives Council, in consultation with the parties to this Agreement, will partner with industry support groups to ensure tailored and effective programs are adopted to support employees affected by mental health issues.

15. **ENVIRONMENTAL SUSTAINABILITY**

15.1 Council is committed to working towards environmentally sustainable operations. Parties to this agreement are committed to working together to achieve carbon emission reductions in a way that maximises public and workforce benefits without negatively affecting employees.

15.2 The JCC will adopt a standing agenda item of examining and providing recommendations to the Council regarding:

a. implementation of the following:

- i. The procurement or generation of renewable energy supply (particularly utilising or building upon existing in-house resources) for Council's buildings and operations and the broader community.

- ii. The procurement of equipment, resources, other materials, and services for Council in such a way as to contribute to the goal of carbon emission reduction.
- iii. Ways to perform work that reduce carbon emissions.
- iv. Means of reducing energy consumption in Council's buildings and facilities.
- v. Means of reducing, re-using, and recycling waste.
- vi. Any other activity that contributes to the achievement of Council's carbon emission reductions.

b. development of Just Transition principles and policies for adoption in cases where jobs are affected by the implementation of reducing carbon emissions, for example the provision of additional training and support to enable workers to re-skill and adapt to altered type and duties of work.

c. development of guidelines to ensure that avoidance or diminution of the effort to achieve a reduction in carbon emissions do not result from contracting out or privatisation of activities.

d. provision of ways for staff to participate in the effort to achieve carbon emission reductions.

e. options for staff to reduce their own carbon footprint such as encouraging and supporting the use of public transport or enabling the installation of renewable energy systems in employees' homes.

16. **JOB SECURITY**

16.1 Council will endeavour, subject to financial sustainability, to maintain the current workforce for the life of this Agreement. However, matters outside Council's control, such as cuts in external funding or changes to legislation, or Government policy may result in the need to reduce staff levels. In this event, Council commits to consult with the affected staff and, where their relevant union/s prior to any reductions in staff numbers.

16.2 Redundancy -

In the event a position is made redundant, Council shall pay to the employee, other than casuals, severance pay in accordance with the following scale:

The employee's years of continuous service	Redundancy pay period
At least 1 year but not more than 2 years	4 weeks
More than 2 years but not more than 3 years	6 weeks
More than 3 years but not more than 4 years	7 weeks
More than 4 years but not more than 5 years	8 weeks
More than 5 years but not more than 6 years	9 weeks
More than 6 years but not more than 7 years	10 weeks
More than 7 years but not more than 8 years	12 weeks
More than 8 years but not more than 9 years	14 weeks
More than 9 years but not more than 10 years	15 weeks
More than 10 years but not more than 11 years	16 weeks
More than 11 years but not more than 12 years	17 weeks
More than 12 years	18 weeks

17. **CASUAL CONVERSION**

17.1 A casual employee who has been employed by Council for a period of at least 12 months and who has worked on a regular and systematic basis for a period of 6 months of that 12 month

period, may request, in writing, to convert their casual employment status to permanent full-time or part-time depending on the average hours worked over the preceding 6 months.

- 17.2 Council must give the employee a written response to the request within 21 days after the request is given to Council, stating whether Council grants or refuses the request. If the request is refused, Council must provide details of the reasons for the refusal.
- 17.3 Council must not refuse the request unless there are reasonable grounds to do so.
- 17.4 In considering the request, Council will take into account the following factors:
- i. Business needs specific to work areas;
 - ii. Regularity of hours and length of employment;
 - iii. Likelihood of ongoing funding available for the position; and
 - iv. Legislative requirements pertinent to particular business areas.
- 17.5 Conversion would not occur if the casual appointment was for a specific project or relieving staff on leave for a specific period of time where there is a defined end date.
- 17.6 If a request is refused and an employee is dissatisfied with the outcome, they have the right of appeal through the Dispute Resolution Procedure.

18. CLASSIFICATIONS

- 18.1 Classification of positions shall be in accordance with the full provisions of the relevant Award subject to the following:
- i. All Stream A employees (other than trainees and apprentices) will be engaged at a minimum classification of Level 2.1; and
 - ii. All Stream A classifications will contain an additional pay-point at the top of each Level for Stream A employees who have been classified at the same pay-point for more than two years of continuous service.

19. WAGES

- 19.1 It is agreed that wages for all employees covered by this Agreement will be increased as follows:
- i. 4.0% from 1 July 2024
 - ii. 3.0% from 1 July 2025, plus any difference between 2025 State Wage Increase and 3%, with backpay payable to 1 July 2025
 - iii. 3.0% from 1 July 2026, plus any difference between 2026 State Wage Increase and 3%, with backpay payable to 1 July 2026
 - iv. 3% from 1 July 2027, plus any difference between 2027 State Wage Increase and 3%, with backpay payable to 1 July 2027
- 19.2 A schedule of wage and salary rates to apply from certification of this Agreement is attached as Appendix A.
- 19.3 It is further agreed that should the renegotiation of the following Agreement to this Certified Agreement be delayed beyond 30 June 2028, in the absence of any other agreed wage increase, the State Wage Case 2028 Decision will be applied to take effect from 1 July 2028.

20. HIGHER DUTIES

- 20.1 Subject to clauses 20.2 and 20.3, when a Stream A employee is engaged wholly or mainly on duties other than those of the employee's usual grade or classification for more than one day at a time, the employee shall be paid the existing salary of the employee being relieved.
- 20.2 Where the Stream A employee being relieved holds a position for which the provisions of clause 18 provide annual increments, the employee engaged in relieving shall be paid the appropriate salary applicable to the first year of service and whilst continuing to perform such duties shall receive the prescribed annual increments.

- 20.3 A junior Stream A employee engaged wholly or mainly on duties for which adult rates of salary apply shall be paid at the minimum adult rate applicable to those duties. The junior employee's engagement wholly or mainly on such duties shall mean and include:
- i. the carrying out of more than 50 per cent of the duties usually then performed in the position to which the adult rates apply; and
 - ii. acceptance of more than 50 per cent of the responsibility usually then associated with those duties.

20.4 **Stream B and Stream C**

For the purpose of this Agreement, each Stream B or Stream C Employee who relieves in a position of higher duties will be paid at a higher rate for the actual hours worked at the higher position. If an Employee is requested to work more than four (4) hours in a day at a higher level, then they will be paid higher duties for the whole day at the higher position.

21. **ALLOWANCES**

21.1 **Locality Allowance**

Council agrees to extend the payment of the Locality Allowance provided for under the *Queensland Local Government Industry (Stream A) Award – State 2017* to all employees covered by this Agreement, other than casuals.

21.2 **Meal Allowance**

An employee, other than an employee living in camp, shall be paid a meal allowance of \$27.50 during overtime as prescribed in the relevant award.

21.3 **Camp Allowance**

To compensate employees for camping out, Council agrees that employees shall be entitled to a camp allowance per each full day spent on the job at the rate of \$72 per day.

21.4 **Construction Work Allowance**

Employees covered by this Agreement will be entitled to receive the construction work allowance applicable under the parent Awards.

21.5 **Funeral Allowances**

For the duration of this Agreement, any employee who voluntarily agrees to participate in funeral administrative and/or undertaking activities, will be paid as follows per funeral:

- (a) Administration Allowance \$255;
- (b) Undertaking Allowance \$255;
- (c) Assistant Undertaking Allowance \$155;
- (d) Body Collection Undertaker \$90;
- (e) Other (Dressing and Viewing) \$90; and
- (f) Transporting Body after Hours \$125.

Any employees who participate in funeral administrative and/or undertaking activities will receive appropriate training and support.

21.6 **Rubbish and sanitary operations allowance**

- (a) A driver of a rubbish vehicle and any assistant primarily engaged on the collection of refuse shall be paid an additional amount of \$3.33 per hour whilst directly engaged on refuse collection work.
- (b) A driver of a sanitary vehicle and any assistant shall be paid an additional amount of \$3.96 per hour whilst directly engaged on sanitary work.
- (c) Where an employee is primarily engaged in refuse or sanitary collection the allowances prescribed in clauses 21.6(a) and (b) shall be treated as part of the ordinary weekly wage for all purposes of this Agreement.

- (d) An employee in receipt of the allowance prescribed in clause 21.6(a) or (b) shall not be entitled to the additional allowance prescribed in clause 13.2(a) of the Stream B Award (construction, reconstruction, alteration, repair and/or maintenance work allowance).
- (e) The amounts in subclause (a) and (b) shall be increased in accordance with any changes to clause 13.18 of the Stream B Award.

21.7 Toilet Cleaning Allowance

- (a) An employee who is required to clean toilets other than merely by hosing them shall be paid an additional allowance at the rate of \$12.20 per week.
- (b) The amount in subclause (a) shall be increased in accordance with any changes to clause 13.20 of the Stream B Award.

21.8 Appointment as Leading Hand

An employee appointed by Council as a Leading Hand shall be paid level 7 or 8 for the term of their appointment.

22. HOURS OF WORK

22.1 Work Cycle

- (a) A work cycle may consist of working 10 days on, 4 days off or 5 days on, 2 days off. A work cycle will be determined in accordance with work requirements or by mutual Agreement between an employee and the supervisor.
- (b) The calendar year work cycle will be broken into work periods, and accumulation of statutory holidays and RDOs will be allowed to accumulate for these periods, unless otherwise directed by the Chief Executive Officer. This practice will occur during the last quarter of the previous calendar year. If the work cycle needs to be amended, a consultation process in accordance with clause 7 will be followed.

22.2 Ordinary Hours

The ordinary hours of work for employees engaged under this Agreement shall be between 5:00am and 8:00pm, inclusive of meal breaks and rest pauses. The purpose of this provision is to allow altering of start and finish times in respect of extreme climatic conditions such as the afternoon heat. For example, in summer a supervisor, with the agreement of the majority of workers concerned, may alter the start time to 5:00am and allow a rest pause between 11:00am and 1:00pm.

23. MEAL BREAKS FOR STREAM B AND STREAM C EMPLOYEES

23.1 Crib Room

- (a) Stream B and Stream C employees will have access to a crib room for their unpaid meal breaks.
- (b) Time spent traveling to and from the crib room during ordinary hours will be paid time.
- (c) Subject to subclause (d) and (e), unless otherwise instructed by their supervisor, employees must take their unpaid meal break at the crib room.
- (d) Subject to supervisor approval, an employee will be entitled to take a paid meal break of not less than 30 minutes and not more than 60 minutes where an employee's work location is more than 20 km from a crib room.
- (e) For the purpose of subclause (d), a supervisor may approve the taking of a paid meal break where a supervisor determines at the camp daily morning pre-start meeting that it is not practicable to return to the crib room.

24. TRAVEL & ACCOMODATION

- 24.1 If an employee is required by Council to travel from and to their usual place of residence in one day, travel time within the employee's ordinary hours shall be paid for at the employee's

ordinary hourly rate. Any travel required to be done outside of ordinary hours shall be paid as overtime.

- 24.2 An employee required to travel to a locality at such distance from the employee's usual place of residence that the employee cannot reasonably return to that place each night shall be:
- i. reimbursed the actual and reasonable expenses for any meals and incidental expenses necessarily incurred by the employee while undertaking such travel; and
 - ii. provided with reasonable board and accommodation.
- 24.3 In all instances, Council will endeavour to provide a Council travel vehicle.
- 24.4 Where a Council vehicle is not available, employees will be entitled to be paid a travel allowance in accordance with the relevant Award for private vehicle use.

25. PUBLIC HOLIDAYS

- 25.1 Subject to clause 25.2, employees required to attend work and perform a normal working day on a Public Holiday, will be paid at the appropriate penalty rates as per the relevant Award.
- 25.2 All work done on Christmas Day and Boxing Day and Good Friday shall be paid at triple time.

26. LEAVE

26.1 Annual Leave

- (a) All employees, other than casuals, shall accrue annual leave at the rate of five (5) weeks per annum.
- (b) Employees must take a minimum of two (2) weeks annual leave during the Christmas/New Year period unless directed otherwise by the CEO.
- (c) Employees may accumulate a maximum of ten (10) weeks annual leave in their balance.
- (d) However, if any employee has accumulated over ten (10) weeks of annual leave at the time of implementation of this Agreement, the employee is to reduce the accumulated annual leave to ten (10) weeks within twelve months by taking annual leave at a time or times that are mutually agreeable between the CEO and the employee.
- (e) Notwithstanding the requirement in clause 26.1(d), staff may be required to maintain the block leave currently used in the Council. This means that staff will take leave during a period of time agreed to by the majority of employees concerned. This will facilitate programmed servicing of plant and minimise disruption to the Council's operations.

26.2 Sick Leave

- (a) Sick leave shall accrue at the rate of 15 days per year.
- (b) An employee who is absent from work due to illness or injury must provide prompt notification to the immediate supervisor. Payment for any absence on sick leave that exceeds two (2) consecutive days shall be contingent upon production by the employee concerned of either a certificate from a duly qualified medical practitioner or statutory declaration of illness satisfactory to Council.
- (c) Where sick leave is excessive and establishes a pattern, the CEO may request a medical certificate or statutory declaration be provided by the employee for every occasion of absence on sick leave.
- (d) The requirement for medical evidence under clause 26.2(c) shall cease after 6 months, unless the sick leave remains to be excessive and/or continues to form a pattern.
- (e) Subject to clauses 26.2(f), (g) and (h), an employee shall be eligible for a payout of their accrued sick leave upon termination of employment. Such payment will be made as a voluntary contribution to the employee's nominated superannuation account, in accordance with the following schedule:

Length of continuous service with Council	Payment
less than 2 years	Nil
More than 2 years but less than 5 years	15%
More than 5 years but less than 10 years	45%
More than 10 years but less than 15 years	75%
More than 15 years	100%

- (f) The payment under clause 26.2(e) does not apply where the termination of employment was for reasons relating to the employee's conduct or performance.
- (g) The payment under clause 26.2(e) shall be capped at a maximum of 32 weeks and will only apply to sick leave which has been accrued through service with the Council since 1 January 2009.
- (h) If an employee takes more than five (5) days of sick leave without producing a medical certificate or a statutory declaration in any calendar year, the time in excess of five (5) days will be deducted from the employee's eligible accrued entitlement under clause 26.2(e).
- (i) This clause does not apply to casual employees.

26.3 **Parental Leave (Including Leave for Relocation Due to Birth)**

- (a) Employees, other than casuals, are entitled to four (4) weeks of paid parental leave (or eight (8) weeks at half pay) in connection with the birth or adoption of a child. This leave is available to all eligible employees, regardless of gender, and may be taken by the primary or secondary caregiver.

Relocation Due to Birth:

- (b) In recognition of the unique challenges faced by employees in rural and remote areas, where medical services may necessitate relocation to another major centre for childbirth, employees are entitled to use their paid parental leave for this purpose.
- (c) Employees, other than casuals, who need to relocate to another major centre for the birth of their child are entitled to access up to four (4) weeks of paid parental leave to cover the period of relocation, including travel time, before and after the birth.
- (d) This paid leave is intended to assist with the costs and challenges associated with relocation and ensures that employees can support their families during this critical time without the added burden of unpaid leave.

Notice and Documentation:

- (e) Employees intending to take parental leave must provide at least ten (10) weeks' notice of their expected leave start date, along with a medical certificate confirming the expected due date or adoption placement date.
- (f) If relocation is required, the employee should inform their supervisor as soon as practicable, providing details of the necessary relocation and expected duration.

Flexibility in Leave Arrangements:

- (g) In the event of an extended stay at the relocation centre due to medical advice, employees may request an extension of parental leave (paid or unpaid) subject to

approval and operational requirements.

Return to Work:

- (h) Employees returning to work following parental leave will be entitled to return to their substantive position or an equivalent position on terms and conditions no less favourable than those prior to the leave.
- (i) Employees may request flexible work arrangements upon returning to work, including part-time hours, job-sharing, or other arrangements, to assist with the transition back to the workplace.

26.4 Long Service Leave

- (a) Employees who commenced service with Council after 6 July 2004 shall accrue long service leave at the rate of 13 weeks on full pay for each year of service after 10 years of continuous service and a proportionate amount for an incomplete year of service. Any long service accrued with Council prior to 6 July 2004, will accrue at the rate of 8.6667 weeks after 10 years of continuous service.
- (b) Council acknowledges the valuable contribution of long-term employees. An employee who has more than seven (7) but less than ten (10) years continuous service is entitled to a proportionate payment of the long service upon termination of employment.
- (c) The payment under clause 26.4(b) does not apply where the termination of employment was for reasons relating to the employee’s conduct or performance.

26.5 Bereavement Leave

- (a) Upon the death of a family member, an employee, other than casuals, may be granted bereavement leave when attending a funeral that requires travel from the employee’s primary depot location, in accordance with the below table:

Distance Funeral is Held	Days of Paid Bereavement Leave
up to 250kms	2 days
251 – 500kms	3 days
501 – 900kms	4 days
901kms +	5 days

- (b) For the purpose of clause 26.5(a), a “family member” shall mean any of the following:
Spouse, child, ex-nuptial child, step-child, adopted child, foster child, ex-foster child, parent, step-parent, parent in-law, grandparent, grandchild, sibling of the employee, step sibling, sibling in-law, child in-law, parent’s sibling, sibling’s child and parent’s sibling’s child.

26.6 Natural Disaster and Severe Weather Leave

- (a) Any employee, other than a casual employee, who is directly impacted by severe weather or any other natural disaster event and as a result is prevented from being able to attend work, or needs to leave, or remain away from, the workplace and who notifies

Council as soon as practicable, will, subject to the CEO's approval, be granted up to five days paid leave per calendar year (non-cumulative)/three days per event in addition to any other leave entitlement. If any employee should require access to leave of more than five days in a calendar year, the employee may be granted access to any other accrued leave.

- (b) Access to this leave will be at the sole discretion of the CEO with approval not to be unreasonably withheld. If an employee is dissatisfied with the CEO's decision, they have the right of appeal through the Dispute Resolution Procedure.

26.7 **Paid Family and Domestic Violence Leave**

- (a) Paid family and domestic violence leave is provided by the QES. This clause supplements the QES.
- (b) A permanent employee is entitled to 15 days of paid family and domestic violence leave in a 12-month period.
- (c) The CEO may exercise their discretion to extend the entitlement in (b) above to casual employees who have a pattern of roster worked over a period of 6 months or more. Each case will be considered on merit and at the discretion of the CEO, with such discretion not to be unreasonably withheld.

Accrual of leave

- (d) Paid family and domestic violence leave:
 - i. is available in full at the start of each 12-month period of the employee's employment;
 - ii. does not accumulate from year to year; and
 - iii. is available in full to part-time or casual employees.
- (e) The start of a casual or fixed-term/temporary/maximum term employee's employment is taken to be the start of the employee's first period of employment with Council.

Taking paid family and domestic violence leave

- (f) An employee may take paid family and domestic violence leave if:
 - i. the employee is experiencing family and domestic violence; and
 - ii. the employee needs to do something to deal with the impact of family and domestic violence.
- (g) An employee may take paid family and domestic violence leave as
 - i. a single continuous 15-day period;
 - ii. separate periods of one or more days; or
 - iii. a period of less than one day.
- (h) If the period during which an employee takes paid family and domestic violence leave includes a day or part-day that is a public holiday in the place where the employee is based for work-purposes, the employee is taken not to be on paid family and domestic violence leave on that public holiday.

Payment

- (i) If an employee takes a period of paid family and domestic violence leave Council must pay the employee, in relation to the period:
 - i. for an employee other than a casual employee--at the employee's full rate of pay, worked out as if the employee had not taken the period of leave; or

- ii. for a casual employee--at the employee's full rate of pay, worked out as if the employee had worked the hours in the period for which the employee was rostered.
- (j) Full Rate of pay means the rate of pay payable to the employee, including all the following:
 - i. incentive-based payments and bonuses;
 - ii. loadings;
 - iii. monetary allowances;
 - iv. overtime or penalty rates; and
 - v. any other separately identifiable amounts.
- (k) Without limiting clause 26.7(h)ii, an employee is taken to have been rostered to work hours in a period if the employee has accepted an offer by Council of work for those hours.
- (l) A casual employee may take a period of paid family and domestic violence leave that does not include hours for which the employee is rostered to work. However, Council is not required to pay the employee in relation to such a period.

27. ROSTERED DAYS OFF

- 27.1 Unless otherwise approved by the CEO, employees may bank up to ten (10) RDOs in any six (6) month period. All banked RDOs are to be used during the annual closedown or by mutual agreement as per roster.
- 27.2 Employees shall work a nine (9) day fortnight cycle. This work cycle provides for one (1) ROO in each two (2) week work cycle or by mutual agreement as per roster.
- 27.3 Banked RDOs may be taken at any time subject to agreement between the employee and their supervisor.
- 27.4 Banked RDOs shall be reviewed bi-annually and any RDO balances in excess of ten (10) days shall be paid out at ordinary rate of pay in July and January of each year, up to a maximum of ten (10) days per occasion.
- 27.5 All RDOs shall be available when required, subject to the employee giving at least one (1) week's notice in writing to their supervisor, and provided that Council operations and provision of services are not interrupted or rendered less efficient or costlier.
- 27.6 Employees required to work on a scheduled RDO may elect to be paid for working on that RDO at overtime rate, or alternatively, the RDO may be reallocated to a mutually agreeable day without attracting penalty rates and work performed on that day will be paid at the applicable ordinary rate of pay (100%).
- 27.7 This clause shall not preclude the parties agreeing to a different work cycle depending on operational circumstances and in line with the flexibility arrangements.
- 27.8 This clause does not apply to casual employees.

28. PRODUCTIVITY IMPROVEMENTS

- 28.1 Employees will start "on-the-job" i.e., if they have to be out the gate at 7:00am, or on the job site in a camp situation, each employee, and any machinery, will be ready at 7:00am.
- 28.2 Employees in a camp situation, prior to their return to a Depot on the last day of their shift, will ensure that all accommodation units are clean and tidy, all kitchen and ablution areas are cleaned, and machinery/equipment is serviced, fuelled, and ready for immediate start upon commencement of the next work cycle. Employees who provide their own transport to the camp are to take part in cleaning duties.

29. SERVICE OF PLANT AND FLEET

- 29.1 Operators of Council plant shall service machinery on a daily basis both before start-up and at shutdown. Reasonable time is to be provided by the job supervisor to enable such servicing to be completed within the normal working hours of the job.
- 29.2 Operator running sheets are to be completed and submitted to the Workshop Supervisor on a weekly or fortnightly basis.

30. TRAINING & DEVELOPMENT

- 30.1 Council is committed to the introduction of an accredited training program that shall enable employees to upskill and gain recognised qualification.
- 30.2 Council shall review annually as part of an annual performance appraisal, employee skills required in order to identify any training needed.
- 30.3 A training program specific to the individual employee may then be formulated. This program shall be tailored to meet the aims of the employee as far as gaining the qualifications and skills they wish to attain, and the skills base required by Council in order to remain competitive.

31. ABANDONMENT OF EMPLOYMENT

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

32. ON CALL ALLOWANCE

- 32.1 An employee directed to remain on call during any day or night outside their ordinary working hours shall be paid in accordance with the below table for each day or night during which the employee remains on call:

Days Required to be on call	On Call Allowance
Monday to Friday	\$30.00 per day
Saturday	\$40.00 per day
Sunday or public holiday	\$50.00 per day

- 32.2 In addition to the above allowance, employees shall be entitled to receive penalty rates in accordance with the overtime provisions in the relevant Award for the time worked if they are required to report for duty.
- 32.3 Employees directed to remain on call must be able to be contacted and to report fit for duty within 30 minutes.
- 32.4 An employee who is on call and being paid the on-call allowance in accordance with clause 32.1 shall be entitled to a minimum payment equivalent to three (3) hours at the applicable rate for the first call out. The minimum payment shall only apply to the first call out on any given day. Any subsequent call outs on the same day will be paid as actual time worked.
- 32.5 If an employee does not leave home to attend to the situation e.g., handled by phone or via a computer, they will be paid a minimum of thirty minutes at the applicable rate.

APPENDIX A – SCHEDULE OF WAGES - Subject to the provisions of Clause 19

(a) LOCAL GOVERNMENT INDUSTRY (STREAM A) AWARD - STATE 2017 EMPLOYEES – HOURLY RATES

Level	1 July 2024	1 July 2025*	1 July 2026*	1 July 2027*
STREAM A LEVEL 2.1	\$38.98	\$40.15	\$41.36	\$42.60
STREAM A LEVEL 2.2	\$39.51	\$40.69	\$41.92	\$43.17
STREAM A LEVEL 2.3	\$40.61	\$41.83	\$43.08	\$44.38
STREAM A LEVEL 2.4	\$41.15	\$42.38	\$43.65	\$44.96
STREAM A LEVEL 2.5	\$41.55	\$42.80	\$44.08	\$45.40
STREAM A LEVEL 3.1	\$41.95	\$43.21	\$44.51	\$45.84
STREAM A LEVEL 3.2	\$42.46	\$43.74	\$45.05	\$46.40
STREAM A LEVEL 3.3	\$43.27	\$44.57	\$45.91	\$47.28
STREAM A LEVEL 3.4	\$44.09	\$45.41	\$46.77	\$48.18
STREAM A LEVEL 3.5	\$44.49	\$45.83	\$47.20	\$48.62
STREAM A LEVEL 4.1	\$44.89	\$46.24	\$47.63	\$49.06
STREAM A LEVEL 4.2	\$45.70	\$47.07	\$48.48	\$49.94
STREAM A LEVEL 4.3	\$46.40	\$47.80	\$49.23	\$50.71
STREAM A LEVEL 4.4	\$47.21	\$48.63	\$50.08	\$51.59
STREAM A LEVEL 4.5	\$47.61	\$49.04	\$50.51	\$52.03
STREAM A LEVEL 5.1	\$48.02	\$49.46	\$50.94	\$52.47
STREAM A LEVEL 5.2	\$48.72	\$50.18	\$51.69	\$53.24
STREAM A LEVEL 5.3	\$49.53	\$51.01	\$52.54	\$54.12
STREAM A LEVEL 5.4	\$50.12	\$51.63	\$53.17	\$54.77
STREAM A LEVEL 5.5	\$50.72	\$52.24	\$53.81	\$55.43
STREAM A LEVEL 6.1	\$50.89	\$52.41	\$53.98	\$55.60
STREAM A LEVEL 6.2	\$54.13	\$55.75	\$57.43	\$59.15
STREAM A LEVEL 6.3	\$54.78	\$56.42	\$58.11	\$59.86
STREAM A LEVEL 6.4	\$55.44	\$57.10	\$58.81	\$60.58
STREAM A LEVEL 6.5	\$56.10	\$57.78	\$59.52	\$61.30
STREAM A LEVEL 2.1 CASUAL	\$48.74	\$50.21	\$51.71	\$53.26
STREAM A LEVEL 3.1 CASUAL	\$52.44	\$54.01	\$55.63	\$57.30
STREAM A LEVEL 4.1 CASUAL	\$54.13	\$55.75	\$57.43	\$59.15

* 3.0% from 1 July, plus any difference between State Wage Increase and 3%, with backpay payable to 1 July

(b) LOCAL GOVERNMENT INDUSTRY (STREAM B) AWARD - STATE 2017 EMPLOYEES – HOURLY RATES

Level	1 July 2024	1 July 2025*	1 July 2026*	1 July 2027*
Level 1-4 (STREAM B)	\$36.99	\$38.10	\$39.24	\$40.42
Level 5-6 (STREAM B)	\$38.53	\$39.68	\$40.87	\$42.10

Level 7-8 (STREAM B)	\$40.09	\$41.30	\$42.54	\$43.81
Level 9 (STREAM B)	\$54.34	\$55.97	\$57.65	\$59.38
LEVEL 1 - JUNIOR 60%	\$22.19	\$22.86	\$23.55	\$24.25
LEVEL 1 - JUNIOR 75%	\$25.52	\$26.29	\$27.08	\$27.89
JUNIOR CASUAL	\$26.65	\$27.45	\$28.27	\$29.12
LEVEL 1 CASUAL	\$44.47	\$45.81	\$47.18	\$48.60
LEVEL 2 - 4 CASUAL	\$45.50	\$46.86	\$48.27	\$49.71
LEVEL 5 - 6 CASUAL	\$47.92	\$49.36	\$50.84	\$52.36
LEVEL 7 - 8 CASUAL	\$49.30	\$50.78	\$52.31	\$53.88

* 3.0% from 1 July, plus any difference between State Wage Increase and 3%, with backpay payable to 1 July

(c) LOCAL GOVERNMENT INDUSTRY (STREAM C) AWARD - STATE 2017 EMPLOYEES – HOURLY RATES

i. Building Trades

Level	1 July 2024	1 July 2025*	1 July 2026*	1 July 2027*
Building Worker, Level 1(a) - new	\$34.08	\$35.10	\$36.15	\$37.24
Building Worker, Level 1(b) - after 3 months	\$35.08	\$36.13	\$37.22	\$38.33
Building Worker, Level 1(c) - after 12 months	\$35.08	\$36.13	\$37.22	\$38.33
Building Worker, Level 1(d)	\$36.09	\$37.18	\$38.29	\$39.44
Building Worker, Level 2	\$36.96	\$38.07	\$39.21	\$40.39
Building Tradesperson Level 1	\$37.53	\$38.66	\$39.82	\$41.01
Building Tradesperson Level 2	\$38.56	\$39.71	\$40.91	\$42.13
Building Tradesperson Level 3	\$39.66	\$40.85	\$42.07	\$43.34

* 3.0% from 1 July, plus any difference between State Wage Increase and 3%, with backpay payable to 1 July

ii. Engineering and Electrical Services

Level	1 July 2024	1 July 2025*	1 July 2026	1 July 2027*
C14	\$34.08	\$35.10	\$36.15	\$37.24
C13	\$34.08	\$35.10	\$36.15	\$37.24
C12	\$35.08	\$36.13	\$37.22	\$38.33
C11	\$36.09	\$37.18	\$38.29	\$39.44
C10	\$37.53	\$38.66	\$39.82	\$41.01
C9	\$38.56	\$39.71	\$40.91	\$42.13
C8	\$39.66	\$40.85	\$42.07	\$43.34

C7	\$41.29	\$42.53	\$43.81	\$45.12
C6	\$42.96	\$44.24	\$45.57	\$46.94
C5	\$44.13	\$45.45	\$46.81	\$48.22
C4	\$45.26	\$46.62	\$48.02	\$49.46
C3	\$47.55	\$48.97	\$50.44	\$51.96
C2(a)	\$48.72	\$50.18	\$51.68	\$53.23
C2(b)	\$50.75	\$52.28	\$53.84	\$55.46

* 3.0% from 1 July, plus any difference between State Wage Increase and 3%, with backpay payable to 1 July

Signatories

Signed for and on behalf of Barcoo Shire Council:

Chief Executive Officer

Title

Signature

Print Name

In the presence of:

Signature

(Print Name of Witness)

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

Title

Signature

Print Name

In the presence of:

Signature

(Print Name of Witness)

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

Title

Signature

Print Name

In the presence of:

Signature

(Print Name of Witness)

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

Title

Signature

Print Name

In the presence of:

Signature

(Print Name of Witness)