

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Mackay 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

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

The Electrical Trades Union of Employees Queensland

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

**The Association of Professional Engineers, Scientists and Managers, Australia, Queensland
Branch, Union of Employees**

(Matter No. CB/2025/8)

MACKAY REGIONAL COUNCIL CERTIFIED AGREEMENT 2024

Certificate of Approval

On 26 March 2025 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **MACKAY REGIONAL COUNCIL CERTIFIED AGREEMENT
2024**

Parties to the Agreement:

- Mackay Regional Council
- The Australian Workers' Union of Employees,
Queensland
- Queensland Services, Industrial Union of Employees

- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- The Electrical Trades Union of Employees Queensland
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees

Operative Date: 26 March 2025

Nominal Expiry Date: 30 June 2027

Previous Agreements: *Mackay Regional Council Determination 2022*

Termination Date of Previous Agreement: 26 March 2025

By the Commission

R.D.H. McLennan
Industrial Commissioner
26 March 2025

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PART ONE – GENERAL PROVISIONS

1. TITLE

- 1.1. This Agreement shall be known as the Mackay Regional Council Certified Agreement 2024.

2. APPLICATION, COVERAGE AND PARTIES BOUND

- 2.1. This Agreement applies to, and is binding on, Mackay Regional Council, all of its employees (except where specifically excluded within this Agreement) and the following Unions:

AMWU	Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland
APESMA	The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
AWU	The Australian Workers' Union of Employees, Queensland
CFMEU	The Construction, Forestry, Mining & Energy, Industrial Union of Employees
ETU	The Electrical Trades Union of Employees, Queensland
PGEU	Plumbers and Gasfitters Employees' Union Queensland, Union of Employees
QSU	Queensland Services, Industrial Union of Employees

- 2.2. This Agreement does not apply to the Chief Executive Officer (CEO) or to any senior officers (as defined by the Stream A Award) in instances where the Council and the senior officer concerned enter into a written contract of employment which states that the Award is not to apply to the terms and conditions of employment of the senior officer.

3. DATE AND PERIOD OF OPERATION

- 3.1. This Agreement shall operate from certification with a nominal expiry date of 30 June 2027.
- 3.2. This Agreement will continue to operate until it is terminated or replaced subject to the provisions of the Industrial Relations Act 2016.
- 3.3. The parties undertake to commence discussion on a replacement Certified Agreement no less than six (6) months prior to the nominal expiry of this Agreement.

4. RELATIONSHIP TO THE PARENT AWARDS

- 4.1. This Agreement shall be read and interpreted in conjunction with the terms of the following parent Awards:
- Queensland Local Government Industry (Stream A) Award – State 2017;
 - Queensland Local Government Industry (Stream B) Award – State 2017;
 - Queensland Local Government Industry (Stream C) Award – State 2017;
 - State Wage Case;
 - Apprentices' and Trainees' Wages and Conditions (Queensland Government

Departments and Certain Government Entities) Order; and

f. Training Wage Award - State 2012.

4.2. Where there is any inconsistency between this Agreement and the applicable parent Award, this Agreement shall prevail to the extent of the inconsistency.

4.3. Where this Agreement is silent, the terms of the applicable parent Award shall apply.

5. NO EXTRA CLAIMS

5.1. The parties to this Agreement agree not to pursue any further claims during the duration of this Agreement.

5.2. The parties agree that any variation that may occur to an Award entitlement during the life of this Agreement that provides a more generous entitlement than those prescribed by this Agreement, will apply.

5.3. The rates of pay specified in this Agreement and the documented escalation for pay rates shall apply for the duration of this Agreement.

6. DEFINITIONS

Act shall mean the Queensland Industrial Relations Act 2016.

Artificial Intelligence (AI) shall mean the development of computer systems capable of performing tasks that typically require human intelligence. These tasks include visual perception, speech recognition, decision-making, and language translation. AI systems use algorithms, data processing, and machine learning techniques to adapt and improve performance over time.

Apprentice shall mean an apprentice as defined by the Further Education and Training Act 2014.

Award shall mean all relevant parent Awards listed in this Agreement.

CEO means the Chief Executive Officer of the Mackay Regional Council.

Commission shall mean the Queensland Industrial Relations Commission constituted pursuant to the Act.

Commissioner shall mean a Commissioner of the Commission.

Continuous Service (in regards to a transfer entitlement) shall mean service with a Queensland local government authority or with more than one (1) Council which has been continuous except for the employee having been dismissed or stood down, or by the employer having terminated the employee's service with the Council provided that the employee shall have been re-employed by that Council or some other Council within a period not exceeding the combination of any period of unused annual leave when the employee ceased employment with the employee's previous Council, plus a further period of four (4) weeks.

Council shall mean Mackay Regional Council.

CPI shall mean the Consumer Price Index for all groups for Brisbane.

Employee shall mean an employee of Mackay Regional Council.

Employer shall mean the Mackay Regional Council.

Entertainment Precinct shall mean MECC, including Stadiums and other MECC operated facilities.

Higher Duties shall include alternative duties, mixed function and appointments to positions classified at a higher or lower level.

Hourly rate or an **employee's hourly rate** shall mean the Agreement rate of pay prescribed by this Agreement for the work performed divided by the number of hours which constitute the employee's ordinary working week.

Immediate Family shall mean:

- Spouse and partner (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee as their partner (including same-sex partner), husband or wife on a bona fide domestic basis.
- The employee's or spouse of the employee's child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild, or sibling. of the employee, brother-in-law or sister-in-law.

JCC shall mean Joint Consultative Committee.

Leading Hand shall mean the person appointed by Council to be in control of employees under direction of a Supervisor.

Majority shall mean greater than 50% of employees directly affected.

Manager shall mean the Executive Manager of the program, or similar equivalent role.

MECC shall mean the Mackay Entertainment and Convention Centre.

Nominated Representative shall mean in relation to an employee, a person selected by the employee to assist or represent the employee. The person may be either another employee of Council or, at the request of the employee, an officer or employee of the relevant Unions, or any person chosen by the employee who does not present a conflict of interest.

RDO shall mean Rostered Day Off.

Supervisor shall mean the person appointed by Council who has authority to make decisions for direct reports and are responsible for assigning the team/crew duties. In small work groups and office-based teams, the supervisor may also assign tasks to individuals/direct reports. A supervisor may also be referred to as a Team Leader, Advisor or Coordinator.

TOIL shall mean Time Off in Lieu.

Trainee shall mean a trainee as defined by the Further Education and Training Act 2014 who is engaged in a relevant traineeship with the Council. So, there is no doubt, any other form of trainee will not be covered by this Agreement.

Unions shall mean and refers to the union/s as outlined in Clause 2, Application, Coverage and Parties Bound of this Agreement.

7. PURPOSE AND OBJECTIVES OF THE AGREEMENT

7.1. The purpose of this Agreement is to:

- a. Improve productivity and efficiency within the Council;
- b. Facilitate greater flexibility of working arrangements within the framework of this Agreement;
- c. Provide certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of this Agreement;
- d. Provide the time, resources, processes and people for the above to occur; and
- e. Comply with all relevant Legislation.

7.2. Objectives of the Agreement:

- 7.2.1. Increase both accountability and responsiveness to the community and deliver significant

benefits to the customers of the Council.

- 7.2.2. Participation by the Council, management, employees and their union/s, where appropriate, and customers in the continuous improvement process, particularly in the development of more efficient work practices and quality improvement.
- 7.2.3. Use of the Council's best endeavours to maintain employment security for all current employees.
- 7.2.4. Achieve 'best practice' in all areas of the Council including Equal Employment Opportunity, Workplace Health and Safety (WHS) and Environmental Performance.
- 7.2.5. Develop a team approach and a more cooperative working environment.
- 7.2.6. Prevent discriminatory practices and procedures.
- 7.2.7. No employee shall be disadvantaged in respect of the following as a result of the implementation of this Agreement:
 - a. Employment security;
 - b. Wage/salary and conditions of employment;
 - c. Career structure;
 - d. Workplace health and safety.
- 7.2.8. Council is committed to a constructive and collaborative relationship with Unions, their delegates and members. Accordingly, Council supports Union participation in the workplace.

8. EQUAL EMPLOYMENT OPPORTUNITY

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

This will include:

- a. Reviewing position descriptions prior to advertising, to ensure non-bias/gender neutral language;
- b. Inclusion of statements during recruitment that the 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 requests; and
- e. Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the Anti-Discrimination Act 1991.

- 8.2. The Council is committed to equal remuneration for work of equal / comparable value.

9. PRODUCTIVITY AND EFFICIENCY MEASURES

- 9.1. Productivity Measurement

- 9.1.1. The parties agree that quantitative measurement of productivity is difficult in the service sector,

and in Local Government in particular.

9.1.2. The parties recognise that improved service to the public and internal clients constitutes a productivity increase within the Council.

9.1.3. Where possible, the parties will aim to improve the quality, efficiency and accessibility of customer service.

9.2. Productivity and Efficiency Improvements

9.2.1. All parties agree and commit to achieving improvement in productivity and efficiency.

PART TWO – TERMS OF EMPLOYMENT

10. TYPES OF ENGAGEMENT

10.1. Employees will be employed in one (1) of the following categories:

- a. Full time employment;
- b. Part time/job share employment;
- c. Casual employment; or
- d. Maximum term employment.

10.2. Upon engagement, the Council shall provide to an employee, details of their employment in writing stipulating the terms of their engagement and in particular whether they are to be full time, part time/job share, casual or maximum term and:

- a. The basis of their employment;
- b. The duties required (position description);
- c. Any specific periods of work;
- d. The rate of pay; and
- e. Location of appointment.

10.3. Full Time Employment

10.3.1. Full time employment means employment which requires the employee to work full time hours per week or such ordinary hours as determined in accordance with this Agreement. Full time employment does not include part time/job share, casual or maximum term employment as defined by this Agreement.

10.3.2. For the purposes of this Clause full time hours are deemed to be:

- a. Thirty-six (36) and a quarter ($\frac{1}{4}$) per week for Stream A employees; and
- b. Thirty-eight (38) hours per week for Stream B and C employees.

10.4. Part Time Employment

10.4.1. Part time employment means employment for less than the normal weekly ordinary hours specified for a full time employee for which all Agreement entitlements are paid on a pro-rata/ basis.

10.4.2. At the time of engagement, the Council and the part time employee will agree in writing on a pattern of work relevant to the position. This pattern can be modified at any time mutually agreed between the Council and employee.

- 10.4.3. Part time employees employed under the provisions of this Clause must be paid at an ordinary hourly rate calculated by dividing the annual Agreement salary for the classification in which the employee is employed by fifty-two (52) and dividing the result by the full time hours of the role, in accordance with Clause 10.3.2.
- 10.4.4. Part time employees shall be engaged for a minimum period of two (2) hours per week, or receive payment for a minimum of two (2) hours.
- 10.4.5. Part time employees will be paid at ordinary time when they agree to work additional hours up to the ordinary hours of a full time employee.
- 10.4.6. Overtime will apply after exceeding the ordinary hours of a full time employee per day, or per week, as in the same way that it applies to a full time employee.
- 10.4.7. A Part time employee may refuse, and the Council must not attempt to force, a part time employee to work any hours over and above their normal part time hours in circumstances that would be unreasonable having regard to:
 - a. Any risk to the employee's health and safety;
 - b. The employee's personal circumstances including any family responsibilities;
 - c. The needs for the workplace and enterprise;
 - d. The notice (if any) given by the council of the additional hours and by the employee of their intention to refuse it; or
 - e. Any other relevant matter.

10.5. Job-Share Employment

- 10.5.1. Any permanent full time position may be filled by two (2) part time employees on a job sharing arrangement where job sharing is convenient to the requirements of the position and there is agreement between the employees and the Council.
- 10.5.2. The parties to this Agreement agree that job sharing arrangements do not require an equal (50:50) division of the position.
- 10.5.3. The job share arrangement will be contained in a written agreement signed by the individual employees concerned, relevant supervisor and CEO or delegated authority.
- 10.5.4. Employees so employed shall be engaged as per the provisions of this Agreement, with all entitlements provided on a pro-rata basis.
- 10.5.5. All arrangements made pursuant to this Clause shall be subject to an annual review process, in order to assess the effectiveness of the position being performed in this manner.

10.6. Casual Employment

Casual employee shall mean an employee engaged and paid as such, who is employed on an hourly basis with a minimum engagement period and whose employment is subject to termination with at least one (1) days' notice that their services are no longer required.

- 10.6.1. Casual employees shall be engaged for a minimum period of two (2) hours on each engagement or be paid for a minimum of two (2) hours at the appropriate casual rate.
- 10.6.2. In the absence of one (1) days' notice of non-requirement of services (cessation of engagement), any rostered times within the twenty-four (24) hours of the notice period will be paid.
- 10.6.3. If rostered work is completed earlier than expected, a casual employee may be offered the option to finish early by their supervisor. If the employee accepts, they will be paid only for

actual hours worked.

10.6.4. Hours of Work – Casual Employment

- a. For Stream A employees, Saturdays and Sundays are to be regarded as ordinary time days. Casual employees are able to work any five (5) out of seven (7) days at ordinary rates between the hours of 6:00am and 9:30pm.
- b. The ordinary hours of duties for Stream A casual employees shall be a maximum of thirty-six (36) and a quarter (¼) per week or seven (7) and a quarter (¼) per day.
- c. For Stream B and C casual employees, Monday to Friday are to be regarded as ordinary time days. Casual employees are able to work at ordinary rates between the hours of 6:00am and 6:00pm.
- d. The ordinary hours of duties for Stream B and C casual employees shall be a maximum of thirty-eight (38) per week or seven (7) hours thirty-six (36) minutes in any one (1) day.

10.6.5. Rates of Pay – Casual Employment

- a. For Stream A casual employees, the ordinary hourly rate of pay shall be calculated by dividing the annual salary for the classification in which the employee is employed by fifty-two (52) and dividing the resultant answer by thirty-six (36) and a quarter (¼) and adding the applicable loading.
- b. For all Stream A casual employees who commenced with the Council prior to the lodgement of the Mackay Regional Council Certified Agreement 2008, and who for a period of at least twelve (12) months regularly worked in excess of ten (10) hours per week, the applicable loading is set out in the table below:

For all Ordinary Time Worked Between	Loading on Hourly Rate
Monday – Friday 6:00am to 6:00pm	25%
Monday – Friday 6:00pm to 9:30pm and Saturday 6:00am to 12:00pm	31%
All other times	75%

- c. For all other Stream A casual employees, the applicable loading is set out in the table below:

For all Ordinary Time Worked Between	Loading on Hourly Rate
Monday – Friday 6:00am to 6:00pm	25%
All other times	31%

- d. For all Stream B and C casual employees, the ordinary hourly rate of pay shall be calculated by dividing the annual salary for the classification in which the employee is employed by fifty-two (52), and dividing the resultant answer by thirty-eight (38), and adding the following loading:

For all Ordinary Time Worked Between	Loading on Hourly Rate
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Monday – Friday 6:00am to 6:00pm	25%
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10.6.6. Overtime – Casual Employees

- a. All time worked by a casual employee outside or in excess of the ordinary hours of duty shall be deemed overtime and be paid for at the appropriate hourly rate plus 50% on Monday to Friday; plus 100% on Saturday and Sunday.

For example:

- *Base rate + (base rate x casual loading) + (base rate x penalty).*
- $\$17.35 + (\$17.35 \times 25\%) + (\$17.35 \times 50\%) = \30.37 per hour.

10.6.7. Casual Conversion

- a. Casual employees who have been employed for consistent hours for a period in excess of twelve (12) months will be provided with the opportunity to elect for appointment on a permanent basis. In considering these applications, the Council will not unreasonably refuse, providing:
- Management believes a continuing need for the role exists; and
 - The agreed scheduled hours are at ordinary time.

10.6.8. Caring Responsibilities – Casual Employment

Subject to the production of evidence to satisfy a reasonable person, casual employees are entitled to be absent from work or to leave work:

- a. If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency or the birth of a child, or upon the death of an immediate family or household member.
- b. The Council and the employee shall agree on the period for which the employee will be entitled to be unavailable to attend work. In the absence of an agreement, the employee is entitled to be unavailable to attend work for up to forty-eight (48) hours (i.e. two (2) days) per occasion.
- c. The Council must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this Clause.
- d. The rights of the Council to engage or not to engage a casual employee are otherwise not affected.
- e. The casual employee is not entitled to any payment for the period of non-attendance.
- f. Provisions outlined in this clause do not impact a casual employee’s rights to determine their availability to be engaged in accordance with the Act and Award/s.

10.6.9. Other Conditions – Casual Employment

10.7. The provisions of the following Clauses shall not apply to casual employees: Clause 12.1, General Employment Conditions; Clause 12.2, Ordinary hours of work; Clause 15, Shift Work; Clause 38, Annual Leave; Clause 40, Personal Leave; Clause 43, Parental Leave; Clause 53, Transmission of Business; Clause 54, Employment Security; Clause 59, Redundancy.

All other provisions of the Agreement shall apply except to the extent they are superseded or modified

by the provisions of Clause 10.6.

10.8. Maximum Term Employment

10.8.1. Maximum term employment means employment for a specified period of time or for a specified task or specified role which (subject to “notice of termination” requirements) may be terminated at any time by Council or by the Employee.

10.8.2. A completion date for the employment arrangement is provided to the employee at the time of offer. The Council and the employee may agree in writing that the balance of the contract, in whole or in part, will be worked by the employee.

10.8.3. A maximum-term employee's employment may be terminated by the employer before the specified period of time or before the completion of the specified task in the following circumstances:

- a. By written agreement with the employee;
- b. In the event of an incapacity which prevents the employee from performing the duties they were employed to perform;
- c. In the event of misconduct (in which case the termination may be without notice); or
- d. By the employer providing six months' pay in lieu of notice or the amount of wages due to the employee for the balance of the contract, whichever is the lesser amount.

A maximum-term employee may terminate their employment by the giving of four weeks' notice or the forfeiture of wages for any shortfall in the four weeks' period of notice.

10.8.4. A maximum-term employee may apply to their supervisor, in writing, to convert their employment status to permanent Full time or Part time after completing a period of 18 months service in the same position. The employee's average hours worked over the preceding 12 months will determine whether Full time or Part time status is applicable. Council shall give prompt consideration to such a request.

10.8.5. Conversion to permanent employment will be considered based on the following factors:

- a. Business needs: Specific requirements of the work area;
- b. Regularity of hours: Consistency of the employee's work schedule;
- c. Funding availability: Likelihood of ongoing financial resources for the position; and
- d. Legislative requirements: Applicable laws and regulations pertaining to the work area.

10.8.6. Conversion to permanent employment will not be considered for maximum-term appointments in the following circumstances:

- a. Positions created for specific projects;
- b. Relief positions covering staff absences;
- c. Grant-funded positions; or
- d. Where visa conditions do not permit employment to be extended or continue with Council.

10.8.7. If an application for conversion is not approved, the employee will receive written notification outlining the business reasons for the decision. The employee may discuss these reasons with their Team/Leader Manager. Employees dissatisfied with the decision may appeal through the dispute resolution process outlined in Clause 11, Dispute Resolution Process.

11. DISPUTE RESOLUTION PROCESS

Effective communication between employees and Council management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain efficient and sound working relationships.

In the event of any grievance arising and/or disagreement between the Council and its employee/s in relation to this Agreement or any work-related matter the following procedures shall be applied. However, the below procedures do not restrict a delegate of the Council and the employee or their nominated representative/s from making representation to each other at any step in this procedure:

Step One (1)

Any employee/s with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with their immediate supervisor. The employee may request representation from their union/s or nominated representative/s.

Step Two (2)

If the matter is not resolved at Step One (1), the employee/s shall discuss the matter/s at issue with the next higher level of management. The employee/s may elect to be represented by an elected workplace delegate and/or an authorised officer of the relevant union/s or the employees' nominated representative/s.

Step Three (3)

Should the grievance remain unresolved, the matter should then be referred to the CEO or delegated person of authority, and the employee may elect to be represented by an elected workplace delegate and/or authorised officer of the relevant union/s or the employees' nominated representative/s who will attempt to facilitate a resolution.

Sensible time limits shall be allowed for the completion of the various steps of the discussions. Discussions outlined in Steps One (1) and Two (2) above should, if possible, take place within twenty-four (24) hours after the request of the employee or the employee's representative. At least seven (7) working days should be allowed for all steps of the discussions to be finalised, unless otherwise agreed, in writing, by the parties.

If, after the above steps, the matter remains unresolved, the dispute shall be referred to the Commission for conciliation and if the matter remains unresolved, arbitration. The decision by the Commission will be binding on all parties to the dispute.

Whilst the grievance and disputes procedure is being followed, the "status quo", i.e. continuation of work and customary work practices, shall prevail and every endeavour shall be applied to ensure that normal work practices continue, until such time as a settlement is reached, except where a bona fide workplace health and safety issue is involved.

Where a bona fide workplace health and safety issue is involved, an employee shall not work in an unsafe environment. Where appropriate, the employee shall accept reassignment to alternative suitable duties or an alternative work environment whilst a resolution to the dispute is pending.

All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to prompt settlement of the matter.

Where the grievance involves allegations of sexual harassment an employee should commence the procedure at

Step Three (3).

PART THREE – HOURS OF WORK

12. SPAN AND SPREAD OF HOURS

12.1. General Employment Conditions

12.1.1. The following provisions shall apply to all employees covered by this Agreement, other than those who are covered under Part Ten, Five (5) in Seven (7) of this Agreement.

12.1.2. An employee's total ordinary hours per day and per week are defined in the applicable Parent Award as per Clause 4.1, Parent Awards.

12.2. Ordinary hours of work

12.2.1. The ordinary hours of work will be worked Monday to Friday, 6am – 6pm.

12.2.2. The employer can request the employee, who may be represented by a nominated representative, to perform their hours of duty outside of this span on a temporary basis of up to four (4) weeks, by providing seven (7) days' notice and will be subject to agreement between majority of employees affected. A lesser notice period may be provided, if agreed by majority of the employees affected or if the change is required to respond to an emergency. Temporary changes to the ordinary span of hours may be cancelled by Council by providing seven (7) days' notice to affected employees.

12.2.3. Any impact on RDO accrual or public holidays shall be detailed and discussed in the consultation process and any agreed outcome documented.

12.2.4. Any interruptions or unexpected changes to such planned works where a temporary change of hours, outside of the ordinary span occurs, shall not result in any reduction in planned hours or rates of pay, nor shall employees be required to utilise leave entitlements. It shall be Council's obligation to provide meaningful work or pay the hours as planned.

12.2.5. Any extension to these arrangements will be by agreement of the majority of employees affected, who may be represented by a nominated representative.

12.2.6. Where a permanent change to the employee's ordinary hours of duty, outside of this span is required, Clause 57, Introduction of Change will apply with mutual agreement by employees affected. In circumstances where there is a permanent change to the span of the ordinary hours of work, employees will be paid the applicable penalty rates, per Clause 12.3, Penalties for Ordinary Hours.

12.2.7. The applicable penalty rates outlined in Clause 12.3, Penalties for Ordinary Hours, shall apply for hours worked outside 6am – 6pm, Monday to Friday.

12.2.8. An employee may refuse a request change their ordinary hours of work in circumstances where making such a change would result in the employee working hours which are unreasonable, having regard to:

- a. Any risk to the employee's health and safety from working the alternative hours;
- b. The employee's personal circumstances, including family responsibilities;
- c. The nature of the employee's role; or
- d. The employee's level of responsibility.

12.3. Penalties for Ordinary Hours

- 12.3.1. Ordinary hours of work performed outside the span of hours, Monday to Friday, shall be paid at the rate of time and a half for the first three (3) hours and double time thereafter.
- 12.3.2. All ordinary hours of work performed on a Saturday shall be paid at the rate of time and a half for the first three (3) hours and double time thereafter.
- 12.3.3. All ordinary hours of work performed on Sunday shall be paid at the rate of double time.
- 12.3.4. Where applicable, ordinary hours worked on a Saturday or Sunday shall be rostered at a minimum of three (3) hours.
- 12.3.5. Where an employee commences work prior to midnight, all hours worked from midnight until the employee is released from duties, will be paid at double time.
- 12.3.6. Where an employee commences work between midnight – 6am, hours worked between midnight and 6am shall be paid at double time.
- 12.3.7. Where the employee seeks to alter their span of hours to suit their personal circumstances, the agreement in writing shall indicate the change was at the employee's request and the Council shall not be liable for any additional penalty rates.
- 12.3.8. Employees shall be provided two (2) consecutive days off each week, except where employees are covered by Part Ten, Five (5) in Seven (7) of this Agreement or where alternate arrangements have been agreed upon.

12.4. Penalties for Ordinary Hours – Stream C Award – Building Trades

- 12.4.1. Employees engaged under Stream C Award - Section 1 - Building trades who perform ordinary hours of work outside the span of hours shall be paid in accordance with the relevant parent Award outlined in Clause 4.1, Parent Awards, of this Agreement.

12.5. Stream A Award - Supervisors

- 12.5.1. Where supervisors are required by the Council to work a thirty-eight (38) hour week to supervise staff working a thirty-eight (38) hour week, supervisors will be remunerated for thirty-eight (38) ordinary hours per week paid at ordinary time.
- 12.5.2. The ordinary hourly rate of pay for supervisors required to work thirty-eight (38) hours per week will be calculated by the applicable rate in Schedule 1, Salary Scales - Stream A Employees, divided by fifty-two (52) and dividing the resultant answer by thirty-six (36) and a quarter ($\frac{1}{4}$).

13. WET WEATHER DURING SCHEDULED WORK

- 13.1. Where the Council determines that normal work cannot be performed when wet weather occurs during scheduled ordinary hours, Employees will perform alternate duties as required or undertake training sessions as directed by the Supervisor.
- 13.2. If alternate duties or training are not available, then the following options are available:
 - a. Employee may remain at work and receive payment for the scheduled ordinary hours. In this case, employees will be held in readiness for work, for the duration of the scheduled ordinary hours.
 - b. Subject to approval, Employees may apply to leave work by accessing annual leave, unpaid leave, banked RDO or TOIL for the remainder of the work restrictions.

14. FATIGUE BREAK

- 14.1. Employees will be provided with a minimum ten (10) hour break between the cessation of ordinary hours one day and the commencement of ordinary hours the next day.
- 14.2. In order for an Employee to have at least a ten (10) consecutive hours off duty prior to the start of their ordinary hours the next day, the Employee shall be released from duty without loss of pay until they have had ten (10) consecutive hours off duty.
- 14.3. If a ten (10) hour fatigue break extends into the employees ordinary working hours, and less than two (2) hours remain in the rostered ordinary hours after the break, the employee will not be required to return to duties. In such cases, the employee shall be paid at the ordinary time rate for the remaining time.
- 14.4. Where an employee is required to commence work, at the direction of Council, before the ten (10) hour break, the employee shall be paid at double time until the employee is released from duty for such period.

15. SHIFT WORK

- 15.1. Shift work provisions and penalties for employees shall be in accordance with the full provisions of shift work Clauses contained within the relevant parent Awards outlined in Clause 4.1, Parent Awards, of this Agreement.
- 15.2. Employees are entitled to a ten (10) hour break before the start of any normal shift in accordance with Clause 14, Fatigue Break.

16. OVERTIME AND TIME OFF IN LIEU (TOIL)

- 16.1. Overtime and TOIL for Stream A Award Employees
 - 16.1.1. Subject to this clause, the Council may require an employee to work reasonable overtime at overtime rates.
 - 16.1.2. Mutual agreement is to be reached before the extra time is worked, except in urgent or emergency situations.
 - 16.1.3. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - a. Any risk to the employee's health and safety from working the additional hours;
 - b. The employee's personal circumstances, including family responsibilities;
 - c. The needs of the workplace in which the employee is employed;
 - d. Whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - e. Any notice given by the council of any request or requirement to work the additional hours;
 - f. Any notice given by the employee of the employee's intention to refuse to work the additional hours;
 - g. The usual patterns of work in the calling in which the employee works;
 - h. The nature of the employee's role, and the employee's level of responsibility;
 - i. Whether the additional hours are in accordance with averaging terms included under

Section 24 of the Act, in an applicable industrial instrument that applies to the employee, or with an averaging arrangement agreed to by the council and employee under Section 25 of the Act; or

j. Any other relevant matter.

16.1.4. Where overtime hours commence before midnight, and extend past midnight, overtime hours shall be paid at double time from midnight until the employee has been released from duties.

16.1.5. Where overtime hours precede ordinary hours, and commence between midnight and 6am, overtime hours worked between this period shall be paid at double time.

16.1.6. Except as otherwise provided in this Clause, overtime worked either outside the spread of ordinary hours on any day or in excess of the ordinary weekly hours shall be paid for at the rate of time and a half.

16.1.7. Subject to the provisions set out in this Clause, the employee shall either:

a. Be given time off (TOIL) equivalent to time worked either outside the spread of ordinary hours of any day or in excess of the weekly hours; or

b. Be given payment for overtime at the appropriate overtime rate.

Prior agreement must be reached by the Council and the employee before claiming overtime in accordance with either of these options.

16.1.8. 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.

16.1.9. TOIL is to be taken within six (6) months from when the extra time has been worked and accumulated, otherwise payment will be made at the rate of ordinary time for those hours that exceed the six (6) month accumulation period. An extension of the six (6) month period may be approved by the CEO upon the request of the employee.

16.1.10. Employees and Supervisors are to apply all reasonable efforts to enable the time accumulated to be taken off within the six (6) month accumulation period.

16.1.11. All overtime worked on Saturdays and Sundays shall be paid at the rate of double time with a minimum payment for three (3) hours.

16.1.12. All work done during the recognised meal period shall be paid for at the rate of double time, with such payment to continue until a meal period has commenced. Such meal period shall be of the same duration as the meal period the employee would have enjoyed had the employee not been required to continue working.

16.1.13. Where an employee works overtime, fatigue breaks shall be provided in accordance with Clause 14, Fatigue Break.

16.1.14. Clauses 16.1.6 and 16.1.7 shall not apply to employees performing shift work as defined in Clause 15, Shift Work, of this Agreement, who shall be paid overtime as specified in that Clause.

16.2. Overtime and TOIL for Stream B and C Employees

16.2.1. Subject to the provisions of this Clause, the Council may require an employee to work reasonable overtime at overtime rates. Overtime rates will be per the applicable parent Award unless specified elsewhere in this Agreement.

- 16.2.2. Mutual agreement on the working of extra time is to be reached before the time is worked, except in urgent or emergency situations.
- 16.2.3. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- a. Any risk to the employee's health and safety from working the additional hours;
 - b. The employee's personal circumstances, including family responsibilities;
 - c. The needs of the workplace in which the employee is employed;
 - d. Whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - e. Any notice given by the council of any request or requirement to work the additional hours;
 - f. Any notice given by the employee of the employee's intention to refuse to work the additional hours;
 - g. The usual patterns of work in the calling in which the employee works;
 - h. The nature of the employee's role, and the employee's level of responsibility;
 - i. Whether the additional hours are in accordance with averaging terms included under Section 24 of the Act in an applicable industrial instrument that applies to the employee, or with an averaging arrangement agreed to by the council and employee under Section 25 of the Act; or
 - j. Any other relevant matter.
- 16.2.4. 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.
- 16.2.5. TOIL is to be taken within six (6) months from when the extra time has been worked and accumulated, otherwise payment will be made at the rate of ordinary time of those hours that exceed the six (6) month accumulation period. An extension of the six (6) month period may be approved by the CEO upon the request of the employee.
- 16.2.6. Employees and supervisors are to apply to all reasonable efforts to enable the time accumulated to be taken off within six (6) month accumulation period.
- 16.2.7. An employee's or supervisor's request for TOIL to be taken will not be unreasonably denied.
- 16.2.8. Where overtime hours commence before midnight, and extend past midnight, overtime hours shall be paid at double time from midnight until the employee has been released from duties.
- 16.2.9. Where overtime hours precede ordinary hours, and commence between midnight and 6am, overtime hours worked between this period shall be paid at double time.
- 16.2.10. Overtime worked following night work, between 7:00pm and 5:00am will be paid at double time for the first three (3) hours and double time and a half thereafter. Only in exceptional circumstances may the Council require an employee to work overtime beyond the agreed ordinary hours in any one (1) night.

16.2.11. An employee who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in Clause 16.2, Overtime and TOIL for Stream B and C Employees, of this Agreement.

16.2.12. Where an employee works overtime, fatigue breaks shall be provided in accordance with Clause 14, Fatigue Break of this Agreement.

16.3. Recall to Duty

16.3.1. Recall to Duty refers to a situation where an employee, after completing their scheduled working hours and having left the workplace, is requested by their supervisor, to perform duties from home or return to work to complete additional duties. This excludes situations where the employee on call in accordance with Clause 17, Availability/On Call, of this Agreement.

16.3.2. Employees who are recalled to duty are entitled to the following provisions in this Clause:

- a. If the employee is called upon to deal with afterhours work from home, and the employee accepts to undertake such work, the employee will be entitled to a minimum of one (1) hour's pay at the applicable overtime rates. Subsequent calls within the same hour do not trigger additional payments except where work extends beyond the initial minimum one (1) hour, paid at the applicable overtime rate for hours worked.
- b. If the employee is called upon to leave home in response to a request to perform overtime, the employee shall be entitled to payment of a minimum three (3) hours at the applicable overtime rate for such work. Subsequent calls within the three (3) hour period do not trigger additional payments except where work extends beyond the initial three (3) hour period, in which case overtime rates apply for actual time worked.
- c. Calls falling outside the minimum three (3) hour engagement will attract a subsequent minimum three (3) hours payment at the applicable overtime rate, provided that the employee shall not be required to work for such three (3) hours if the work the employee is required to perform is completed within a shorter period.

16.3.3. Where the relevant parent Award provides for a minimum period greater than three (3) hours then the greater minimum period shall apply for the employees covered by the Award.

16.3.4. Where an employee works overtime, fatigue breaks shall be provided in accordance with Clause 14, Fatigue Break, of this Agreement.

17. AVAILABILITY / ON CALL

17.1. Employees who are directed by their supervisor to be available to respond to phone calls, emails, or standby for emergency work outside their ordinary hours shall be considered "on call" and shall be entitled to the provisions outlined in this clause.

17.2. Employees who are on call shall receive an on call allowance of \$49.64 for each day they are required to be on call. This allowance shall increase annually for the life of this agreement in accordance with the percentages outlined in Clause 23.2, Salary and Wages, of this Agreement.

17.3. If the employee is called upon to respond and deal with afterhours work from home, the employee will be entitled to a minimum of one (1) hour's pay at ordinary time in addition to the on call allowance. Subsequent calls within the same hour do not trigger additional payments except where work extends beyond the initial minimum one (1) hour or within other paid time.

17.4. If the employee is required to leave home to respond to a call for work, they shall be entitled to payment of

a minimum three (3) hours at the applicable overtime rate for such work. Subsequent calls within the three (3) hour period do not trigger additional payments except where work extends beyond the three (3) hour period, in which case overtime rates apply for additional time worked. Calls falling outside the minimum three (3) hour engagement will attract a subsequent minimum three (3) hours payment at the applicable overtime rate.

- 17.5. An employee whose period of required availability includes or coincides with a public holiday shall be paid an additional day's pay at ordinary rates for each public holiday during the period of availability or, at the employee's request, have an additional day added to their annual leave accrual. If these additional days are not utilised within six (6) months from the date of accrual the Council at its sole discretion, may elect to pay the additional day's accrual out to the employee at ordinary time.
- 17.6. Employees required to remain on call must be:
- a. Easily contactable;
 - b. Able to respond within a reasonable period of time appropriate to the call out;
 - c. Fit for work; and
 - d. Within reasonable travelling distance of the worksite.

An employee subject to this Clause who cannot be reasonable contacted or refuses to perform the emergency work for legitimate or other reasons will forfeit any allowance provided for in this Clause.

- 17.7. Clause 17, Availability / On Call, will not apply to employees who have been provided with mutually agreeable, alternative arrangement or benefit to compensate for being available to perform emergency work.
- 17.8. Where an employee works overtime, fatigue breaks shall be provided in accordance with Clause 14, Fatigue Break, in this Agreement.

18. ANNUALISED WAGE OR ALLOWANCES

- 18.1. Where an employee works irregular hours regularly or is in regular receipt of allowances they may be offered an annualised wage or annualised allowance. Acceptance of such an offer would be at the discretion of the employee.
- 18.2. The annualised wage is designed to annualise expected/scheduled overtime, penalty payments and/or allowances that would be earned in peak periods and spread over the year.
- 18.3. The annualised allowance is designed to minimise timesheet and administrative requirements while annualising the payment of entitlements.
- 18.4. Annualised payments (wages or allowances) must ensure the employee is not disadvantaged, and shall be audited on an annual basis.
- 18.5. Where an annualised payment (wages or allowances) is implemented, the affected employee(s) will receive a detailed breakdown of the calculation of this payment.
- 18.6. To ensure the employee and/or Council are not disadvantaged, the employee is required to record their hours worked on their timesheet.
- 18.7. Annualised agreements will be reviewed at each twelve (12) month interval.
- 18.8. The employee may elect to revert to normal overtime and/or allowance payments at the conclusion of the twelve (12) month period by giving Council one (1) months' written notice.
- 18.9. The Council may elect to revert the employee to normal overtime and/or allowance payment at the conclusion of the twelve (12) month review by providing the employee with a period of genuine consultation, and one

(1) months' written notification of:

- 18.9.1. The business reason for the change, and
- 18.9.2. The commencement date of the change.

18.10. Any arrangements made in accordance with this clause will have no effect unless they are authorised by the Chief Human Resources Officer.

19. MEAL AND REST BREAKS

19.1. Full Time Employees - Meal Breaks

- 19.1.1. The ordinary daily hours shall be worked continuously except for meal breaks of not less than half ($\frac{1}{2}$) an hour or more than one (1) hours' duration, which shall not be counted as working time, to be taken at times mutually arranged, however the break must commence no later than five (5) hours after starting each day.
- 19.1.2. Full time employees required to continue working for more than five (5) consecutive hours shall be allowed a meal break of thirty (30) minutes which shall not be counted as time worked. If such meal break is not given prior to the commencement of the fifth hour of work, double time shall be paid for all work performed from the commencement of the fifth hour until the time a meal break of thirty (30) minutes is given or until cessation of work, whichever is earlier.

19.2. Part Time Employees – Meal Breaks

- 19.2.1. Part time employees required to continue working for more than five (5) consecutive hours shall be allowed a meal break of thirty (30) minutes which shall not be counted as time worked. If such meal break is not given prior to the commencement of the fifth hour of work, double time shall be paid for all work performed from the commencement of the fifth hour until the time a meal break of thirty (30) minutes is given or until cessation of work, whichever is earlier.
- 19.2.2. Part time employees may, at their discretion, elect to take the thirty (30) minute meal break by the sixth (6) consecutive hour to suit their personal circumstances. In such cases, penalty payments outlined in 19.2.1 will not apply.

19.3. Casual Employees – Meal Breaks

- 19.3.1. Casual employees required to continue working for more than five (5) consecutive hours shall be allowed a meal break of thirty (30) minutes which shall not be counted as time worked. If such meal break is not given prior to the commencement of the fifth hour of work, double rates shall be paid for all work performed until a break of thirty (30) minutes is given or until cessation of work, whichever is earlier.
- 19.3.2. Casual employees may, at their discretion, elect to take the thirty (30) minute meal break by the sixth (6) consecutive hour to suit their personal circumstances. In such cases, penalty rates outlined in Clause 19.3.1 will not apply.

19.4. Continuity of Work During Meal Breaks – All employees

- 19.4.1. Where the efficiency of Council's operations may be increased through a job being completed or continued for up to one (1) hour beyond the start of the normal meal break, the meal break may be delayed up to a maximum of one (1) hour without penalty.
- 19.4.2. The normal meal break shall be taken on the completion of the job or when one (1) hour has elapsed.
- 19.4.3. The duration of a meal break, having been determined as a recognised meal break of the

employee, may only be altered by mutual agreement. If the parties do not agree, the status quo will remain until such time as the dispute resolution procedure at Clause 11, Dispute Resolution Process, is exhausted.

19.5. Rest Break / Rest Pause

- 19.5.1. All employees are entitled to a paid rest pause of 10 minutes duration in the employer's time in the first and second half of the working day, as follows:
 - a. A total of 10 minutes per day for an employee who works for more than 4 hours but less than 6 ordinary hours in any day; or
 - b. A total of 20 minutes per day for an employee who works for at least 6 ordinary hours in any day.
- 19.5.2. Where there is agreement between the employer and the majority of employees concerned rest pauses may be combined into one (1) 20 minute rest pause to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into three approximately equal working periods. Consent to combine the rest pauses shall not be unreasonably withheld by either party.
- 19.5.3. All rest pauses shall be taken at such times as will not interfere with the continuity of work where such continuity is necessary.

20. RIGHT TO DISCONNECT

- 20.1. The Council acknowledges the importance of respecting an employee's access to leave and rest days.
- 20.2. Employees are not obliged to respond to work-related communication including, but not limited to, calls, text messages, emails, social media or any other electronic means of conveying information outside of work hours, exception in exceptional circumstances.
- 20.3. To avoid any doubt, this clause applies irrespective of the place (that is, premises provided by the Council, the employee's home, or some other place) at which the employee performs work.
- 20.4. Employees will discuss the implementation of the right to disconnect with their manager.
- 20.5. The Council will not subject an employee to disciplinary action or disadvantage if they do not read or respond to work-related communication outside of their hours of work, including in exceptional circumstances.
- 20.6. Clause 20, Right to Disconnect, does not apply to hours where an employee is deemed on call, in accordance with Clause 17, Availability / On Call, of this Agreement.

PART FOUR –WORKING ARRANGEMENTS

21. FLEXIBLE WORKING ARRANGEMENTS

- 21.1. Commitment to Flexibility
 - 21.1.1. The Council is committed to accommodating the work-life balance needs of its employees, wherever operationally possible. This allows employees to manage their work responsibilities alongside personal commitments while achieving their job objectives.
- 21.2. Consideration for Flexibility - Fair and Equitable Access
 - 21.2.1. The Council recognises the importance of supporting employees in balancing work and

personal commitments. This Agreement aims to provide fair and equitable access to flexible work arrangements, promoting a more harmonious work environment for all employees.

21.3. Flexible Work Options

- 21.3.1. Flexible work hours may include adjustments to start and finish times, rostered days, shift work, flextime, staggered hours, compressed work weeks, and variations in work week length.
- 21.3.2. The parties agree that flexible work arrangements may be developed by agreement with the affected parties in any program within the Council.
- 21.3.3. Flexible working arrangements must consider the following four (4) principles:
 - a. Current customer service requirements continue to be maintained;
 - b. Cost neutral;
 - c. Practicable and workable; and
 - d. Not compromise workplace health and safety.
- 21.3.4. In all cases relating to hours of work and workforce flexibility, the process will involve consultation with the workforce, taking into account individual family considerations.
- 21.3.5. Council shall not be liable for any additional penalty rates, allowances or other payments associated with the flexible working arrangement application.
- 21.3.6. The Council is to clearly record all arrangements where a change has been implemented in accordance with this Agreement.
- 21.3.7. Where the parties agree to alter work arrangements or implement new arrangements, 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. The terms of the new work arrangement are in writing and have been signed by the Council and the employee/s or their nominated representative/s; and
 - 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.
- 21.3.8. A copy of any arrangements made pursuant to this Clause must be provided to the employee and the employee's nominated representative and shall be read as part of this Agreement.

21.4. Group Applications for Flexible Working Arrangements

- 21.4.1. A group of employees may submit a joint application for a flexible working arrangement. Group applications must:
 - a. List all employees included in the group as parties to the arrangement; and
 - b. Provide sufficient information to enable Council to assess the application based on the collective needs and circumstances of the group.

22. BREASTFEEDING

- 22.1. The Council recognizes the importance of breastfeeding for mothers and their babies. Council is committed to providing a supportive work environment for employees who choose to breastfeed.
- 22.2. This Clause outlines the lactation breaks and flexible work options available to support their needs.
- 22.3. Right to Breaks

- 22.3.1. All employees who breastfeed or express breast milk are entitled to take lactation breaks during work hours. Council encourages supervisors to grant lactation breaks as paid time off whenever possible.
- 22.4. Scheduled Breaks
 - 22.4.1. Employees are entitled to one hour of paid lactation breaks for every eight hours worked.
- 22.5. Flexible Work Arrangements
 - 22.5.1. If employees require more than one hour of combined lactation breaks per workday, the employee may apply for a flexible work arrangement to accommodate their needs. This may include:
 - a. Shift changes or modified start and finish times; or
 - b. Working from home where your job duties allow.
- 22.6. Transparency and Review
 - 22.6.1. All decisions regarding lactation breaks and flexible work options will be made fairly, transparently, and with the opportunity for review. Council encourages open communication between employees and their supervisor to discuss the employee's specific needs and will develop a plan that is mutually agreeable.
 - 22.6.2. Where suitable workplace facilities are unavailable on site, the employee should discuss suitable alternatives and agree on the most appropriate arrangement with their manager.
 - 22.6.3. Employees who are breastfeeding will be supported and treated with dignity and respect in the workplace.

23. ROSTERED DAYS OFF (RDO)

- 23.1. The Council supports RDO arrangements that suit both the organization and the employee to take into account a balance of work and life responsibilities. The principles of RDO's recognize that "no one size fits all" and that different RDO arrangements may be offered in line with business needs.
- 23.2. The Council will offer a nine (9) day fortnight to all Stream B and C Award employees staff working in a crew (i.e. staff who are not primarily engaged in isolated roles). Various other flexible work arrangements may otherwise be offered to employees for new and vacant positions in line with organisational and employee requirements. Exception applies to Stream B and C employees where alternative arrangements are outlined in Part Ten, Five (5) in Seven (7), which may be advertised under alternate arrangements.
- 23.3. For all full time Stream A Award positions at the date of certification of this Agreement, a nine (9) day fortnight may apply, with the exception of:
 - 23.3.1. Stream A Award positions with a salary band of level eight (8); or
 - 23.3.2. Stream A Award positions where alternative arrangements are outlined in Part Ten, Five (5) in Seven (7) and which may be advertised under alternate arrangements.
- 23.4. Certain work sections of Council require coverage Monday – Friday. Employees within these work sections, i.e Customer Service, Sales and Business Development, are permitted to access the nine (9) day fortnight provisions subject to the preparation in advance of a twelve (12) month rotating roster, that identifies the days on which staff are to take their RDO.
- 23.5. Employees will be permitted to swap their RDO with the approval of their immediate supervisor.
- 23.6. On receipt of two (2) days' notice, an employee can be asked to work on a RDO with such RDO to be re-

allocated to a mutually agreeable day between the employee and manager, without attracting penalty rates. If a mutually agreeable day cannot be found, penalty rates will apply.

- 23.7. An employee, with the consent of the Council, can bank up to a maximum of five (5) RDOs. Accrued RDOs over the five (5) day limit are to be paid out at single time in the next pay period.
- 23.8. Banked RDOs shall be taken at a time mutually agreed between the employee and the Council, and shall be taken within twelve (12) months of the date on which it is accrued.
- 23.9. Agreement to work an RDO or to take an RDO shall not be unreasonably withheld.
- 23.10. Where a public holiday falls on an employee's day off, the employee shall be paid a days' wages at ordinary rates or be granted a further days' leave to be taken at a mutually convenient time. If not taken before the next period of annual leave, it shall be added to that entitlement.
- 23.11. An employee who is on personal leave on their scheduled RDO, or whose accrued day off occurs while they are absent on personal leave, is not entitled to access personal leave entitlements for the RDO and shall not receive any further time off in lieu.
- 23.12. Where employees are engaged in Stream A Award positions which are assigned as a nineteen (19) day month at the date of certification of this Agreement, may apply to have their position assessed to change to an alternative working arrangement (i.e. nine (9) day fortnight) by submitting a request to their supervisor. The changing of such working arrangements will not be unreasonably refused by Council except where the alternative working arrangement does not support business operational requirements.
- 23.13. Council will honour current RDO and flexible working arrangements for Stream A Award employees engaged in positions with a salary banding level of eight (8) or above, at the time of the certification of this Agreement, until those arrangements expire.
- 23.14. When a Stream A Award position with a salary banding of level eight (8) or above becomes vacant the default roster arrangement will revert to a five (5) day week.
- 23.15. For all new and vacant positions, excluding Stream A Award with a salary banding of level eight (8) or above, the default working arrangement shall be a nine (9) day fortnight.
- 23.15.1. Other working arrangements may be advertised, with consultation with the relevant union in accordance with Clause 53.7, Introduction of Change, of this Agreement. These arrangements may include but not be limited to the following:
- a. Nineteen (19) day month;
 - b. Five (5) day week;
 - c. Part time work and job share arrangements; or
 - d. Compressed working weeks (i.e. Four (4) day week).
- 23.16. Where other working arrangements are advertised, full consideration will be given to the concerns of the union/s, and excluding confidential information, all relevant information requested will be supplied. Following consultation, which will include the provision of a business case outlining the reasons for any change linked to productivity and efficiency, the position may be advertised under an alternate arrangement. In the event the relevant union/s disagree with the Council's assessment the matter may be dealt with under the dispute resolution provision of this Agreement commencing at Step Three (3).
- 23.17. Stream B and C Award employees working in a crew will be subject to a business case to alter working arrangements from a nine (9) day fortnight.

PART FIVE – SALARY AND WAGES

24. SALARY AND WAGES

- 24.1. The applicable salary & wage rates for classifications under this Agreement are set out in Schedules 1, 2, 3 and 4.
- 24.2. During the life of this Agreement, salary increases will be applied as follows:
- 24.2.1. From certification, back paid until 29 June 2024, salary increases as follows:
 - a. A 5% increase for Stream A employees; or
 - b. A base uplift of \$1,500 plus an increase of 5% for Stream B & C employees.
 - 24.2.2. From 28 June 2025, a 5% increase or CPI (capped at 5.5%), whichever is greater.
 - a. Wage rates will be reviewed upon publication of the all groups CPI Brisbane percentage change over the preceding twelve (12) months to the March quarter and adjusted upwards (capped at 5.5%) from 28 June 2025 should the nominated CPI be higher than the nominated wage increases.
 - 24.2.3. From pay period which includes 1 July 2026, a base uplift of \$1,365 plus an increase of 3% or CPI (capped at 3.5%), whichever is greater.
 - a. Wage rates will be reviewed upon publication of the all groups CPI Brisbane percentage change over the preceding twelve (12) months to the March quarter and adjusted upwards (capped at 3.5%) from 1 July 2026 should the nominated CPI be higher than the nominated wage increases.
- 24.3. For clarity, the base uplifts detailed in clause 24.2.1.b and 24.2.3 will be applied prior to the wage increase percentage. The \$1,365 base uplift in clause 24.2.3 is payable in accordance with Clause 26, Transition from Weekly to Fortnightly Pay Runs. Nothing contained within this Agreement shall preclude the Council paying an employee at a higher rate than that prescribed in Schedules 1, 2, 3 and 4 of this Agreement.
- 24.4. Apprentices will be paid the appropriate percentages of the relevant adult rate, in accordance with QIRC Order – Apprentices’ and Trainees’ Wages and Conditions (excluding certain Queensland Government Entities) 2003.
- 24.5. Trainees will be paid in accordance with the relevant level of the Training Wage Award – State 2012 or QIRC Order – Apprentices’ and Trainees’ Wages and Conditions (excluding certain Queensland Government Entities) 2003, whichever is appropriate.
- 24.6. Existing employees who have been employed by Council in a calling, or classification, relevant to the apprenticeship or traineeship for at least three (3) months on a full time basis or six (6) months on a regular and ongoing part time or casual basis, immediately prior to becoming an apprentice or trainee shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice or trainee.
- 24.6.1. An existing employee who was casually engaged prior to becoming employed as a full time or part time apprentice or trainee shall not be entitled to retain their casual loading.
 - 24.6.2. At such time when the rate of pay for the apprenticeship or traineeship is greater than the existing employees’ ordinary hourly rate, the employee shall receive the rate of pay in accordance with the Order – Apprentices’ and Trainees’ Wages and Conditions (excluding certain Queensland Government entities) 2003.

25. PAYMENT OF SALARY AND WAGES

- 25.1. Salaries and wages shall be paid weekly, into the nominated accounts, on the following Thursday.

- 25.2. It is the intent of Council to introduce fortnightly pays during the life of this Agreement, the change to fortnightly pays will be made in accordance with Clause 26, Transition from Weekly to Fortnightly Pay Runs.
- 25.3. Payment will be made by electronic fund transfer to a bank or other financial institution nominated by the employee receiving the salary or allowance.
- 25.4. Should an error occur through no fault of the employee in regard to payment and as a result bank charges are applied to the employee, it is agreed that the Council will honour all such fees upon receipt of relevant documentation from the employee's financial institution.
- 25.5. Where an employee's employment is terminated by the Council (where written notice is given by the Council), all termination pay shall be received by the next business day, or if mutually agreed on the next full pay period.

26. TRANSITION FROM WEEKLY TO FORTNIGHTLY PAY RUNS

- 26.1. During the life of this Agreement, when transitioning from weekly to fortnightly pays, employees shall receive a transitional lump sum payment to assist in bridging the pay period gap:
- a. Full time employees shall receive a lump sum payment of \$1,300.
 - b. Part time employees shall receive a pro-rata portion of the \$1,300 based on the contracted hours as a percentage of full time equivalent (FTE) hours.

Example: Stream A part time employee contracted to work 29 hours per week:

- $29 \text{ hours per week} / 36.25 \text{ hours FTE per week} = 0.8 \text{ FTE}$.
- $\$1,300 \times 80\% = \$1,040$.

- 26.2. Casual employees shall receive a pro-rata portion of the amount of \$1,300 based on their actual hours worked over the previous 12-month period, calculated as a percentage of FTE hours. The maximum amount payable is \$1,300.

Example: Stream B casual employee works 1,000 hours over previous 12-month period:

- $1,000 \text{ hours per annum} / 1976 \text{ hours FTE per annum } (38 \text{ hours} / \text{week} \times 52 \text{ weeks}) = 0.506 \text{ FTE}$.
- $\$1,300 \times 50.6\% = \657.8 .

- 26.3. Council will provide employees with a minimum of three (3) months' notice of the transition date from weekly to fortnightly pay runs.
- 26.4. In the event that fortnightly pays are not introduced during the life of this Agreement, Council commits to paying the transitional lump sum amount outlined above, prior to the end of Year Three (3) of this Agreement.
- 26.5. The transitional lump sum amount will be subject to tax and superannuation in accordance with applicable legislation.
- 26.6. At the commencement of Year Three (3) of this Agreement, the amount equal to the transitional lump sum payment as outlined in Clause 26.1 above, shall be added to the Year Two (2) base annual salary prior to applying the Year Three (3) percentage increase.
- 26.7. The increase to the Year Three (3) base salary will be applied regardless of when the transition from weekly to fortnightly pay runs occurs during the life of this Agreement.
- 26.8. Council will offer employees access to budgeting resources to assist mitigate the impacts associated with the transition from weekly to fortnightly pay runs.

27. COMMENCEMENT LEVEL – STREAM B AWARD – OPERATIONAL SERVICES

- 27.1. Employees covered by the Local Government Industry (Stream B) Award – 2017 (Operational Services) shall commencement at no lower than level three (3) of this Award.
- 27.2. Existing employees who are covered by the Local Government Industry (Stream B) Award – 2017 (Operational Services) and are classified at level two (2) at the time of certification of this Agreement will be reclassified to level three (3) with the same effective date of this Agreement.

28. LEVEL 1 CLASSIFICATION REVIEW – STREAM A AWARD

- 28.1. Within three (3) months of certification of this Agreement, Council commits to finalising a review of existing level one (1) positions under the Stream A Award, in consultation with the relevant union. This will include a review of existing level one (1) position descriptions and work being undertaken, specifically the characteristics, requirements and responsibilities required of the positions, to determine where the position should be classified under the Stream A Award classification descriptors.
- 28.2. Where Council is proposing to introduce and create a new position/s classified at level one (1), under a new position description, Council will consult with the relevant union on the requirements and responsibilities of the new position to ensure they are in accordance with the level one (1) Stream A Award classification descriptors.

29. SALARY INCREMENTS

- 29.1. Introduction of salary increments – Stream B and C Award employees (excluding MECC)
 - 29.1.1. Existing Stream B and C Award employees (excluding MECC) who have been employed for at least twelve (12) continuous months at the time of certification of this agreement will be appointed to the applicable salary increment within their wage level, based on their years of continuous service.
 - 29.1.2. The effective date of this appointment shall be the 29 June 2024.
 - 29.1.3. For future salary increment increases, where applicable, the employee’s anniversary date for determining eligibility will be considered the commencement date of this agreement.
 - 29.1.4. Stream B and C Award employees who have not yet completed twelve (12) continuous months of service will receive their first salary increment increase on the anniversary date of their position start, as outlined in Clause 29.2 below.
- 29.2. The following mechanism for salary increment increases shall apply to all employees (including MECC and all casual employees)
 - 29.2.1. Movement to the next salary increment within a level will be by way of annual increment increase subject to the employee having given twelve (12) months satisfactory service at their current level and increment.
 - 29.2.2. Service is considered satisfactory provided the employee has not taken unpaid leave (i.e. unpaid parental leave and leave without pay) for three (3) or more consecutive months. In such cases, the period of unpaid leave does not count towards the twelve (12) months satisfactory service. Government paid parental leave shall be considered as service.
 - 29.2.3. Provided the employee has given twelve (12) months satisfactory service, subsequent increments are to occur annually in accordance with the salary scales, other than in

circumstances where the twelve (12) month anniversary date has been amended to reflect that:

- a. The employee has commenced a new role; or
 - b. The Council approves an increment that occurs earlier than scheduled. If this occurs, subsequent increment increases will occur in line with the anniversary date of the revised increment date or other mutually agreed date.
- 29.2.4. Where an employee has consecutively transitioned from higher duties to a permanent internal transfer in the same role for a cumulative period of twelve (12) months or greater in duration, including any periods of consecutive extension to the higher duties appointment, the employee will receive a salary increment increase at the secondment level after twelve (12) months of satisfactory service.
- 29.2.5. Where an employee has consecutively transitioned from higher duties to a secondment in the same increment level for a cumulative period of twelve (12) months or greater in duration, including any periods of consecutive extension to the appointment, the employee will receive a salary increment increase at the secondment level after twelve (12) months of satisfactory service.
- 29.2.6. Salary increments will continue to increase on employee's nominal role, based on the anniversary of the nominal position, regardless of higher duties or secondments.

30. PERFORMANCE REVIEW AND APPRAISALS

- 30.1. Performance Appraisals provide an important link between employees and supervisors that facilitates meaningful feedback to support employees achieve their professional goals.
- 30.2. Performance Appraisals are not intended to be used as a tool to initiate disciplinary discussions but may form part of any ongoing performance management process.
- 30.3. Performance Appraisals will be conducted annually to provide employees with the opportunity to:
 - a. Participate in setting work objectives and commitments;
 - b. Clearly understand job requirements and expected behaviours;
 - c. Identify and pursue learning and development opportunities; and
 - d. Receive recognition for achievements.

31. JUNIOR RATES OF PAY

- 31.1. Except as otherwise provided in this Clause, the Council will not apply junior rates of pay. All employees will be paid the applicable adult wage rates within this Agreement for the respective classification level and salary increment for all worked performed in accordance with the classifications specified within the applicable parent Award for the employee.
- 31.2. Clauses 31.1 will not apply to Apprentices and Trainees (as defined) covered by this Agreement, with Clauses 24.4 and 24.5 respectively providing salary and wages for Apprentices and Trainees.

32. REGISTRATION AND LICENSING FEES

- 32.1. Council shall pay the costs associated with obtaining and renewing a required licence, registration and/or membership in circumstances where it is an essential requirement of an employee's position with Council.

This clause does not apply to a Class C - Queensland Driver's Licence.

33. CLASSIFICATION AND RECLASSIFICATION

- 33.1. Classification and reclassification provisions shall be applied to employees as per the full provisions of the relevant parent Award/s outlined in Clause 4.1, Parent Awards.
- 33.2. Applications must be forwarded to People & Culture in the first instance to ensure registration. The employee will receive written notification, via email, that their application has been received.
- 33.3. 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 made.
- 33.4. The reclassification procedure will be in accordance with relevant approved corporate documents relating to reclassification, as amended.

34. HIGHER DUTIES

- 34.1. Higher duties provisions shall be applied to employees as per the full provisions of each employee's relevant parent Award outlined in Clause 4.1, Parent Awards, of this Agreement.
- 34.2. Higher Duties for Stream B and C Award Employees
 - 34.2.1. Except as otherwise provided in this Clause, any formal direction given to an employee to perform higher duties will result in the employee being paid at the higher rate for a full day if it is over four (4) hours, or the actual time involved in performing higher duties if it is less than four (4) hours.
 - 34.2.2. Where the higher duties are for a duration beyond one (1) month, the employee will be given written notification for the period for which they are to work in the higher duties position, date to commence and cessation date. The cessation date can be extended by mutual agreement.
 - 34.2.3. Where an employee is performing higher duties for a prolonged period exceeding six (6) months, a review will be undertaken by the Council in consultation with the employee performing the higher duties, of the position and level and continued need for higher duties or appointment to the position. Within one (1) month of the review having been commenced, the employee will be notified in writing of the outcome of the review.

35. OCCUPATIONAL SUPERANNUATION

- 35.1. The Council shall contribute superannuation payments pursuant to the terms and conditions as set out in the Local Government Act 2009 and the Local Government Regulation 2012.
- 35.2. The Council will contribute above what is required by the applicable legislation, in the following scenarios:
 - a. All employees who are in receipt of the Government Paid Parental Leave payments, will receive superannuation on such payments; and
 - b. All employees who earn less than \$450.00 per month, will receive superannuation payments on all monies earned.
- 35.3. Contributions made in accordance with this Clause will be made to a fund as nominated by the employee at the commencement of their employment.

35.4. Any changes to the employee's nominated fund may only be made annually.

36. SALARY SACRIFICE

Salary sacrifice provisions shall be available to all employees under the following terms:

- 36.1. Employees may elect to take their salary by means other than money by way of a salary sacrifice arrangement. The CEO or authorised representative, on behalf of the Council and an employee may agree in writing that the employee can sacrifice a part of their salary to benefits agreed between the parties, including superannuation.
- 36.2. The salary of the employee for the purpose of any allowance or payments which are directly related to the employee's salary shall be the pre-salary sacrifice rate of pay, that is, the salary set out in this Agreement and subsequently increased in accordance with this Agreement.
- 36.3. The Council encourages the employee to seek independent financial advice prior to entering any salary sacrifice arrangements.
- 36.4. All salary sacrifice agreements will be subject to any Federal taxation laws and rulings affecting salary sacrifice arrangements that may be introduced or amended from time to time and, in the case of superannuation, to the requirements of the relevant superannuation scheme.
- 36.5. Any additional tax payable will be deducted from the employee's remuneration.

PART SIX – ALLOWANCES

37. ALLOWANCES

Only allowances prescribed within this Agreement, or the underpinning Award/s outlined in Clause 4.1, Parent Awards, will be paid.

37.1. Increase to Allowances

Award based allowances shall increase in accordance with Award provisions, with the exception of those assigned a rate in this Agreement.

- 37.2. Stream A Award supervisors, whilst supervising outdoor staff covered by this Agreement, who are in receipt of allowances or special rates, as listed hereunder, shall be paid such allowances in the same terms and for the same periods as those applicable to the workers being supervised. This will apply when such employees are actually subject to the disabilities which attract those allowances or special rates:
 - a. The construction, re construction, alteration, repair and/or maintenance allowance;
 - b. Any special site rate prescribed by way of compensation for disabilities associated with work on a particular construction site or project;
 - c. Any other work disability rate or allowance to compensate for disabilities associated with work carried out under special or extraordinary circumstances or conditions;
 - d. Where an employee is entitled to an allowance under any other provision of this Agreement and is also entitled to a special site rate or disability allowance under this clause in respect of the same disability, such employee shall not be entitled to receive both allowances but shall receive the higher allowance of the two (2);
 - e. This Clause shall not be interpreted so as to include extra payments or allowances such as bonuses or prosperi payments, industry payments or increments for service, tool

allowances or allowances available to special classes of employees in consideration of circumstances unrelated to general industry conditions;

- f. Further, the term “workers being supervised” shall include all employees whose classifications are contained within this Agreement.

37.3. Corporate Uniform/Personal Protective Equipment (PPE)

- 37.3.1. All employees will be supplied with either personal protective equipment or a corporate uniform allowance, depending on the nature of the employee’s work.

37.4. Personal Protective Equipment (PPE)

- 37.4.1. All personal protective equipment provided to employees will be replaced on a fair wear tear basis subject to the damaged item being handed into the Council’s stores.
- 37.4.2. The Council will supply each employee, who requires it for approved work purposes, with one (1) waterproof high visibility jacket (style and brand to be determined by the Council). Replacement of this jacket is to be on a fair wear and tear basis, subject to the damaged item being handed into the Council’s stores.
- 37.4.3. Personal protective equipment will continue to be issued at engagement, where mandatory. Full time employees will be issued with a five (5) day supply of personal protective equipment workwear.

37.5. Corporate Uniform Allowance

37.5.1. Full time Employees

The corporate uniform allowance (quoted exclusive of GST) is available as follows:

- a. Allowance upon commencement of employment \$400; and
- b. Subsequent annual allowances \$300.

37.5.2. Part time/Job-Share Employees

The initial allowance and subsequent annual allowances payable to a full time employee will be payable to a part time/job-share employee on the following pro rata basis:

- a. Part time/job-share employees working up to and inclusive of twenty-one (21) hours per week - 60% of the full time equivalent allowance;
- b. Part time/job-share employees working over twenty-one (21) hours per week - 80% of the full time equivalent allowance.

37.5.3. Maximum Term Employee/Casual Employees/Trainees

Employees engaged in the following employment types are not entitled to the corporate uniform allowance:

- a. Maximum term contract;
- b. Casual;
- c. Traineeship.

However, the Council may provide uniforms where appropriate. Mandatory PPE will continue to be issued.

- 37.5.4. The corporate uniform is selected and identified by the Council, is supplied through a Council contracted supplier and is available to staff in accordance with the contract delivery mechanism.

37.5.5. The corporate uniform allowance is available for the following items of clothing bearing the Council logo:

- a. Shirts, tops and blouses;
- b. Trousers, shorts and skirts;
- c. Vests and jackets.

37.6. Safety Boots

37.6.1. Council will provide safety boots to meet the minimum requirements for the work to be performed. Should an employee elect to purchase their own boots Council will contribute up to the value of \$200 (exclusive of GST) on a fair wear and tear basis in circumstances where the nature of the work has established the need for such foot protection.

37.6.2. Where a position requires specialty boots based on the nature of the work undertaken i.e. Vector Control, Hot Work, Council will meet the full cost of the specialty boot.

37.7. Prescription Safety Glasses

37.7.1. The Council commits to continue to have a policy that, in approved situations, outlines how the cost of prescription safety glasses are reimbursed initially and replaced on a fair wear and tear basis with the amended reimbursement levels.

37.8. Tradesperson Allowance

37.8.1. For the purpose of this Agreement, a tradesperson means a qualified tradesperson covered by the Stream C Award, who is engaged by the Council in the tradesperson's respective trade.

37.8.2. An all-purpose tradesperson's allowance of \$64.57 per week will be paid to a qualified tradesperson or apprentice (Stream C), from 29 June 2024.

37.8.3. This allowance shall increase annually for the life of this agreement in accordance with the percentages outlined in Clause 24, Salary and Wages.

37.9. Arborist Allowance

37.9.1. For the purpose of this Clause, an Arborist means a qualified Arborist who has completed, at a minimum, a recognised three (3) year Arborist apprenticeship as defined by the Queensland Training Information Service (QTIS), who is engaged by the Council in the respective field and there is an essential requirement for the qualification in the position description.

37.9.2. An all-purpose Arborist allowance of \$48.43 per week will be paid from 29 June 2024. This allowance shall increase annually for the life of this agreement in accordance with the percentages outlined in Clause 24, Salary and Wages.

37.10. Working in Unpleasant Conditions Allowance

All allowances listed in this section may be annualised as per Clause 18, Annualised Wage or Allowances.

37.10.1. Toilet Cleaning Allowance

Employees required to clean toilets or dog/cat pound/s, other than merely by hosing waste through the drain, shall be paid an allowance at the rate of \$8.07 per day from 29 June 2024. This allowance shall increase annually for the life of this agreement in accordance with the percentages outlined in Clause 24, Salary and Wages.

37.10.2. Toilet Cleaning (Especially Dirty)

In addition to the Toilet Cleaning Allowance in Clause 37.10.1, employees engaged to clean toilets that are especially dirty or unpleasant, e.g. walls covered in human faeces/excrement,

shall be paid at the rate of time and a half (½).

Supervisor approval is required prior to claiming this allowance.

37.10.3. Live Sewer Allowance

Supervisor approval is required prior to claiming this allowance for all circumstances covered by this clause.

This Clause will also apply to all staff for work carried out on live sewers.

An employee engaged in cleaning covered drains, cleaning septic tanks, or live sewer work involving personal contact with live or raw sewage, shall be paid at the rate of time and a half (½). Such payment shall continue until the employee finishes work or until the employee is able to change their clothing.

37.10.4. Live Sewer Allowance - Workshop Employees

Employees engaged in cleaning of mechanical plant or vehicles which are contaminated with sewage, shall be eligible for payment at the rate of time and half (½) for the period of such work.

37.10.5. Palm Frond

An employee engaged in removing palm fronds with the use of an elevated work platform and the employees removing those palm fronds once felled to the ground involving personal contact with animal droppings, shall be paid at the rate of time and a half (½).

The allowance will only apply to the employees performing the work and will not apply to spotter staff on ground. Supervisor approval is required prior to claiming this allowance.

37.10.6. Trade Waste Staff (Existing employees)

Existing Trade Waste Inspectors, Assistants or Senior Trade Waste Inspectors while primarily engaged in inspections or sampling shall be paid an allowance equivalent to 1.5 hours' ordinary time payment per day to a maximum of six (6) hours per week.

The allowance will not apply during periods of leave.

Example: if an employee is away from work on personal or annual leave for three (3) days, the payment would be equivalent to a maximum three (3) hours ordinary time payment.

Any new trade waste employee, employed after the date of certification of this Agreement, will only be paid for all time actually worked in unpleasant conditions at the rate of single time in addition to the rate otherwise payable.

37.10.7. Working at Heights Allowance

An employee working at a height of from 15.24 metres to 22.86 metres from the ground or nearest horizontal plane shall be paid an additional \$1.19 per hour.

An employee working at a height of over 22.86 metres from the ground or nearest horizontal plane shall be paid an additional \$1.28 per hour.

37.11. Asbestos

- 37.11.1. An employee required to use materials containing asbestos, to work in close proximity to employees using such materials or engaged in asbestos eradication shall be paid an additional \$1.75 per hour for the actual time so engaged in lieu of all special rates, except those of the Stream C Award - Division 2 - Section 1 (Building Trades Services) Clause 13.22, Second Hand Timber, Clause 13.24, Swing Scaffold and Clause 13.28, Work in Excessive Heat.

37.11.2. 'Asbestos eradication' is defined as work on or about buildings involving the removal or any other method of neutralisation of any materials which consist of, or contain, asbestos.

37.12. Silica Allowance

37.12.1. The principal operator who is the employee required to cut materials containing silica shall be paid an additional \$1.75 per hour for the actual time so engaged in lieu of all special rates, except those of the Stream C Award - Division 2 - Section 1 (Building Trades Services) Clause 13.22, Second Hand Timber; Clause 13.24, Swing Scaffold; and Clause 13.28, Work in Excessive Heat.

37.13. Leading Hand Allowance

37.13.1. All Leading Hand Allowances shall increase to the rate of \$65.30 per week from 29 June 2024. This allowance shall increase annually for the life of this agreement in accordance with the percentages outlined in Clause 24, Salary and Wages.

37.14. Grave Diggers Allowance

37.14.1. To replace existing allowances for grave digging duties which involve exhumation, human seepage and working in wet holes, Council employees assigned to such duties may claim double time for the actual time spent on said duties.

37.15. Locality Allowance

37.15.1. The Council will pay locality allowance to all employees at the higher locality allowance between Mackay, Mirani and Sarina areas as defined in the Stream A Award.

37.15.2. Employees receiving the Locality Allowance will not be entitled to receive the Divisional and District Parities Allowance (Parity Allowance).

37.16. General Administrative Allowance (GAA)

37.16.1. In accordance with the intention of Clause 37, Allowances, only allowances entitled will be paid. In recognition of the Agreement that allowances had been inaccurately claimed historically, the MRC Certified Agreement 2017 introduced a GAA to compensate employees engaged at that time for the removal of certain allowances. The GAA only applies to those employees currently entitled to, and in receipt of the GAA, at the date of commencement of this Agreement.

37.16.2. The GAA will remain in place when an employee, who is in receipt of a GAA, transfers to a like for like position (e.g. Level 3 Labourer in Parks & Environment to a Level 3 Labourer Parks & Environment in a different section).

37.16.3. The GAA is a stand-alone payment and is not subject to increase.

PART SEVEN – LEAVE

38. ANNUAL LEAVE

38.1. Annual Leave Entitlements

38.1.1. All employees may accrue either four (4) or five (5) weeks annual leave per annum by mutual agreement in writing between the employee and the Council in accordance with the salary scales provided for in this Agreement.

38.1.2. In the absence of an agreement, for Stream A Award employees the default shall be five (5)

weeks and for Stream B and Stream C employees the default will be four (4) weeks.

38.1.3. An employee may elect to revert to four (4) or five (5) weeks entitlement at any time. However, there is a maximum of one (1) change per annum.

38.2. Annual Leave Loading

38.2.1. Subject to Clause 10, Types of Engagement, annual leave pay, including any proportionate payments, shall be calculated as follows:

- a. The employee's prescribed rate of pay for the period of annual leave;
- b. Leave loading calculated at the rate 17.5% of the annual leave entitlement; and
- c. At the time of taking their leave, employees will be paid leave loading on the quantum of leave taken.

38.3. Payment of Annual Leave

38.3.1. Annual leave shall be exclusive of any statutory holiday occurring during the period of that annual leave and shall be paid for by the Council in advance, as follows:

- a. In the case where an employee has been temporarily appointed on secondment to a higher-level position, payment for any leave taken during that appointment period and immediately following, will be at the higher appointed level;
- b. In the case of an employee who was performing higher duties as prescribed in Clause 34, Higher Duties, immediately prior to the taking of annual leave, the employee is to be paid at the higher rate;
- c. The Council will not deploy any employee so as to deprive an employee of or affect the benefits of this provision. Nor shall an employee undertake higher duties so as to affect the benefits of this provision unless direct approval of their supervisor has been given for such higher duties to be performed;
- d. In every other case, at the ordinary rate payable to the employee concerned immediately prior to the taking of the annual leave.

38.3.2. On the termination of the employment of any employee, such employee shall be paid for any untaken annual leave standing to the employee's credit as at the date of termination.

38.3.3. An employee cannot change their annual leave election to contrive a personal advantage through higher payment on termination.

38.3.4. If the employment of an employee is terminated after a full year of employment, such employee shall also be entitled to ordinary pay for any statutory holiday which would have occurred had the employee taken the annual leave standing to the employee's credit at the termination of employment.

38.4. Time of Taking Leave

38.4.1. Annual leave shall be paid in addition to any notice of termination of employment.

38.4.2. Employees will, at their request, be able to receive payment for annual leave either on a weekly (or fortnightly, if the transition to fortnightly pay has occurred in accordance with Clause 26, Transition from Weekly to Fortnightly Pay) or lump sum basis.

38.4.3. An employee may apply in writing for Annual leave to be taken at half (½) pay for double the period of an accrued entitlement.

38.4.4. Annual leave shall be given and taken at a time mutually convenient to the Council and the

employee concerned as far as practicable provided that the Council, by giving at least one (1) months' notice, may require an employee to take annual leave commencing not earlier than the anniversary of the date of such employee's appointment.

38.4.5. Annual leave shall be cumulative and when not taken by mutual agreement shall be added to the employee's subsequent entitlements.

38.5. Cashing out Annual Leave

38.5.1. An Employee may request in writing for a particular amount of their annual leave to be paid out. Employees must retain an accrued annual leave balance of not less than four (4) weeks. Annual leave loading; where applicable; shall be included in the paid out amount.

38.5.2. Any Employee who is seeking to cash out part of their annual leave shall have taken at least a continuous two (2) week period of annual leave within the 12 months prior to the request for cashing out of annual leave being submitted.

38.6. Accrued Annual Leave Rate When Redeployed

38.6.1. When an employee accepts redeployment to a position that is a lower classification level than their previous classification level, the Council agrees to pay the employee's accrued entitlements at the maintained income/salary/wage.

38.7. Reducing Excess Annual Leave Accruals

38.7.1. Providing that the employee has had reasonable opportunity to take annual leave, the Council may instruct employees to take any annual leave in excess of two (2) years' entitlement, subject to the Council providing eight (8) weeks' written notice prior to the date the excess leave is to be taken.

38.7.2. Annual leave as prescribed in Clause 38.1, Annual Leave Entitlements, is not to accrue during periods of leave without pay authorised by the Council or otherwise and which exceed three (3) months. For the purposes of calculating the three (3) months for this provision, each period of leave without pay taken by an employee must be treated separately and such periods cannot be treated cumulatively.

38.7.3. For the purpose of this Clause, "leave without pay" does not include any period of absence of less than three (3) months during which the employee is entitled to payment under the Workers' Compensation and Rehabilitation Act 2003.

39. SHUT DOWN OF OPERATIONS

39.1. The existing practice of shutdown for the entire Council (excepting those staff required to perform essential work and in nominated areas) between the Christmas and New Year period is to continue, with employees to utilise accrued leave, or other accrued time off, for this period.

39.2. By 1 September each year the Council will notify all employees of the shutdown period around the Christmas and New Year public holidays.

39.3. Council will notify staff deemed "to be required to perform essential work and in nominated areas" by 1 September each year that they will be required to work over the shutdown period between Christmas and New Year.

39.4. The parties recognise that sections of Council historically reduce operations to assist with leave considerations. The parties agree this practice will continue, providing appropriate notice is provided by both the Council and the employees.

40. PERSONAL LEAVE

- 40.1. The provisions of this Clause apply to full time and part time/job-share and maximum term employees (on a pro-rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in Clause 10.6, Casual Employees.
- 40.2. Amount of Paid Personal Leave
- 40.2.1. Paid personal leave is available to an employee, other than a casual employee, when they are absent on:
- a. Sick leave - due to personal illness, sickness or injury;
 - b. For personal leave which has accrued after 9 June 1995, carers leave - for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency;
 - c. The basis that they are a person who has experienced domestic and family violence and has exhausted all their domestic and family violence leave.
 - d. For personal medical appointments; or
 - e. As otherwise provided for in this agreement.
- 40.2.2. Personal Leave may be taken for a portion of the day.
- 40.3. Accumulation of Personal Leave
- 40.3.1. Personal leave may accumulate to a maximum of fifty-two (52) weeks. Employees with an accrued balance in excess of fifty-two (52) weeks will retain their accrued balance as at the date of commencement of this Agreement.
- 40.3.2. Personal leave accrues at 1.25 days' leave for each month of employment to a total of fifteen (15) days per annum and accrues from month to month and year to year.
- 40.4. Effect of Workers' Compensation
- 40.4.1. If an employee is receiving workers' compensation payments, they are not entitled to personal leave.
- 40.5. Transfer Entitlement
- 40.5.1. Where a transfer entitlement exists, credit shall be allowed for personal leave accumulated with previous employing government authorities provided that the employee's service between such local government authorities has been continuous and that the employee at the time of engagement produces a certificate from the immediately previous local government authority certifying the amount of personal leave accumulated to the employee's credit.
- 40.5.2. In respect of any such engagement of an employee by Council prior to 1 September 1974 the maximum credit for accumulated personal leave shall be restricted to seventy-five (75) days.
- 40.6. Sick Leave
- 40.6.1. Sick leave for personal injury or sickness is contingent on the employee promptly notifying the Council of:
- a. Any illness that will cause the employee to be absent from work; and
 - b. The approximate period for which the employee will be absent.
- 40.6.2. An employee is entitled to use the full amount of their personal leave entitlement, including

accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this Clause.

- 40.7. Where the employee is absent on personal leave for a period that exceeds three (3) consecutive working days, the employee may be required to provide reasonable evidence to satisfy a reasonable person i.e. Statutory Declaration, Pharmacy Certificate.
- 40.8. Notwithstanding the foregoing, an employee shall not be entitled to payment for absence through illness or injury in respect of which workers' compensation is payable or through injury sustained outside the scope of the employee's employment caused by or contributed to by the employee's own negligence or participation in sport or games in respect of which the employee receives any payment by way of fee or bonus.
- 40.9. If an employee, while absent from duty on annual leave granted pursuant to Clause 38, Annual Leave, is overtaken by illness the employee shall, on production of reasonable evidence to satisfy a reasonable person that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five (5) days, be entitled on application to have such period of illness which occurs during the employee's annual leave debited to the employee's personal leave entitlements and the employee's annual leave entitlement shall be adjusted accordingly.
- 40.10. If an employee, whilst absent from duty on long service leave, is overtaken by illness the employee may, subject to the provision contained in this Clause, be entitled on application to have such period of illness which occurs during the employee's long service leave debited to the employee's personal leave entitlement and the employee's long service leave entitlement shall be adjusted accordingly, provided that:
- 40.10.1. The application or adjustment is approved by the Council; and
 - 40.10.2. The application includes reasonable evidence to satisfy a reasonable person that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five (5) days.
- 40.11. Carers Leave
- 40.11.1. If required by the Council, the employee shall establish by production of a reasonable evidence to satisfy a reasonable person, the illness of the person concerned or details of the unexpected emergency.
 - 40.11.2. The employee shall, wherever practicable, give the Council notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Council by telephone of such absence at the first opportunity on the day of the absence.
 - 40.11.3. An employee may take unpaid carers leave by agreement with the Council.
 - 40.11.4. An employee taking unpaid carer's leave may, with the consent of the Council, work "make-up time" under which the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided by this Agreement.
 - 40.11.5. Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care or support or who require care due to an unexpected emergency. The Council and the employee shall agree on the period. In the absence of an agreement, the employee is entitled to take up to two (2) days (up to a maximum of sixteen (16) hours) of unpaid leave per occasion.

41. PUBLIC HOLIDAYS

Public Holidays will be managed as per the relevant parent Award/s outlined in Clause 4.1, Parent Awards.

- 41.1. By mutual agreement, employees are able to work on a public holiday and substitute another day for the public holiday, without penalty.
- 41.2. Where a public holiday coincides with a RDO, the employee may elect to substitute another day for the RDO.
- 41.3. Where an employee is subsequently required to work on the substituted day they shall be paid at the rate prescribed within the relevant parent Award in Clause 23.1, Payment for Public Holidays.
- 41.4. An employee (including a casual employee but excluding a senior officer) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in:
 - a. For full time and part time employees, the relevant parent Award/s, Clause 18.2, Overtime.
 - b. For casual employees, Clause 10.6.6, Overtime - Casual Employees.

42. LONG SERVICE LEAVE

Long service leave shall be in accordance with the relevant parent Award/s outlined in Clause 4.1, Parent Awards, subject to the following:

- 42.1. Where an employee is suffering extenuating circumstances resulting in financial hardship, they may apply to the CEO to cash-out their existing long service leave entitlement.
- 42.2. Long service leave may be taken as single days up to one (1) week, where no other paid leave is available.
- 42.3. An employee may apply in writing for long service leave to be taken at half (½) pay for double the period of an accrued entitlement. Applications will be considered at the discretion of the CEO or delegated authority on a case-by-case basis. Such applications will not be unreasonably refused giving consideration to the operational needs of the business and the employee's personal circumstances.
- 42.4. Employees shall accrue 1.3 weeks per year of service. A full entitlement shall accrue after ten (10) years of continuous service. Prior to completing ten (10) years of service, employees who have completed a minimum of seven (7) years of continuous service with a Queensland local government shall be entitled to apply for access to pro-rata paid long service leave under this Agreement.

43. PAID PARENTAL LEAVE

Council offers a paid Parental Leave scheme to eligible employees welcoming a new child through birth (including surrogacy) or adoption.

In the event of the birth or adoption of a child, one parent/guardian will be designated as the "Primary Carer" for the purposes of Parental Leave. The designation will be determined by mutual agreement between the parents/guardians, with written notification provided to the Council.

- 43.1. Parental Leave Eligibility and Entitlement
 - 43.1.1. Employees (primary and non-primary caregivers) with at least one (1) year's continuous service with the Council qualify for the scheme.
 - 43.1.2. The Primary Carer is entitled to twelve (12) weeks of paid Parental Leave upon the arrival of a child.

- 43.1.3. This paid leave can be taken concurrently with Parental Leave provisions under the Industrial Relations Act 2016 (the Act), with the paid period reducing the overall leave entitlement under the Act.
- 43.1.4. Paid Parental Leave typically commences upon the child's birth or adoption. The birthing parent may access leave up to six (6) weeks before the expected due date with the Council's approval.
- 43.1.5. Primary caregivers can utilise accrued Personal Leave for an additional six (6) weeks after paid leave ends.
- 43.1.6. A birth-parent employee departing on parental leave may access the following additional leave entitlements:
 - a. Personal Leave: Employees may access up to ten (10) single day from their existing personal leave entitlements to manage ill health or to attend medical appointments associated with the pregnancy. Evidence will not be required for these absences.
 - b. Personal Leave Timing: the ten (10) days of personal leave mentioned in subclause (a) are available during the pregnancy. These days cannot be cashed out before parental leave commences and are not intended to be taken as a single block before starting parental leave.
 - c. Accrued Annual Leave: Employees may also access their existing accrued annual leave in accordance with Clause 32, Annual Leave.
 - d. Accrued Long Service Leave: Employees may also access their existing accrued long service leave in accordance with Clause 42, Long Service Leave.
 - e. Time Off In Lieu (TOIL): Employee can request to use accrued and unused TOIL with approval.
- 43.1.7. Council may request supporting documentation as outlined in the Act to verify leave eligibility.
- 43.2. Parental Leave Flexibility and Special Circumstances
 - 43.2.1. With mutual agreement, the twelve (12) weeks of paid leave can be split into half payments, extending the leave period to twenty-four (24) weeks.
 - 43.2.2. In the event of pregnancy loss beyond twenty (20) weeks, the employee and spouse are entitled to the same parental leave they would have received for a living child.
 - 43.2.3. If the child dies within the approved paid parental leave period, the employee can use the remaining leave as paid Compassionate Leave.
 - 43.2.4. Council may request supporting documentation as outlined in the Act to verify leave eligibility.
- 43.3. Returning to Work after Parental Leave
 - 43.3.1. Council recognises that employees may wish to seek Part time work arrangements upon return from parental leave. Subject to the needs of the business, managers will seek to accommodate the request for Part time work.
 - 43.3.2. Employees are encouraged to discuss their potential needs with their manager as early as possible, including before departing on leave, providing maximum opportunity to discuss and consider potential mutually agreeable arrangements.
 - 43.3.3. The parties recognise that the Council may have employed another person to fill the role of the

employee, the employee may not be able to return to their previous role prior to completing parental leave, unless in accordance with notice provisions as defined in the Act.

43.3.4. However, once the employee has completed the period of parental leave they will be entitled to return to their previous position in line with the applicable legislation.

43.3.5. A written application for part time work or flexible working arrangements must be submitted at least seven (7) weeks before parental leave ends.

The application should specify:

- a. The intention to return Part time or with flexible working arrangements;
- b. Start and end dates of the desired work schedule;
- c. The potential impact of a denied application on the employee and their dependents;
- d. A statutory declaration stating the employee's intent to be the child's primary caregiving during non-working hours.

43.3.6. The Council will consider all part time and flexible working arrangement requests, with the final decision at the Council's discretion.

43.4. Non-Primary Carer Parental Leave

43.4.1. The Council recognizes the importance of parental bonding for all partners following the birth or adoption of a child. To support this, the Council offers paid Parental Leave to eligible non-birth partners.

43.5. Non-Primary Carer Leave Eligibility and Entitlement:

43.5.1. You are the partner of the birthing parent or the adopting parent. This definition includes adoptive parents, non-birth parents in same-sex relationships, and recognized partners in domestic relationships.

43.5.2. Non-primary carers are entitled to five (5) days of paid Parental Leave at their ordinary pay rate.

43.5.3. Council will strive to accommodate all requests for Part time or flexible work, provided they do not significantly disrupt operations.

44. BEREAVEMENT AND COMPASSIONATE LEAVE

For this clause an immediate family member is a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of an employee, or a child, parent, grandparent, grandchild or sibling of an employee's spouse or de facto partner (eg. In-laws). It includes step-relations (eg. step-parents and step-children) as well as adoptive relations.

44.1. Bereavement and Compassionate Leave Entitlement

44.1.1. A full time or part time employee is entitled to:

- a. Three (3) days paid bereavement leave upon the death of a member of the employee's immediate family or a member of the employee's household, a baby in their immediate family or household is stillborn; or the employee or their spouse or de facto partner has a miscarriage, to be taken up to and including the day of the funeral.
- b. Two (2) days paid compassionate leave (either as a continuous period or as single days of leave) for the purposes of spending time with a member of the employee's immediate family or member of the employee's household who has contracted or sustained a

personal illness or injury that poses a serious threat to their life.

- c. An additional two (2) days paid compassionate leave if interstate or international travel is required to attend a funeral.
- d. In circumstances where leave is approved and a funeral is delayed, the dates of the leave can be changed before taking it upon notification to the Council.

44.2. Payment of Bereavement and Compassionate Leave

- 44.2.1. If, in accordance with this clause, an employee (other than a casual employee) takes a period of compassionate leave, the Council shall pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- 44.2.2. Casual employees are entitled to take unpaid compassionate leave under the same circumstances as permanent employees. This includes bereavement leave and leave for illness or injury of the employee's immediate family.

44.3. Notification and Evidence Requirements.

- 44.3.1. The Council understands that difficult situations requiring compassionate and bereavement leave can arise unexpectedly. However, whenever possible, employees are requested to notify their supervisor of their need to take bereavement or compassionate leave as soon as practicable. This will assist the Council manage workloads and ensure a smooth handover of the employee's responsibilities.
- 44.3.2. In some cases, the Council may request reasonable evidence to satisfy a reasonable person, to support a bereavement or compassionate leave application.

44.4. Bereavement Leave for Aboriginal and Torres Strait Islander Employees

- 44.4.1. The Council acknowledges that grief and mourning can take many forms, particularly for Aboriginal and Torres Strait Islander employees. Council understand the importance or fulfilling cultural obligations during Sorry Business.
- 44.4.2. In addition to the entitlements outlined in Clause 44.1, Bereavement and Compassionate Leave, the Council will consider bereavement leave applications in circumstances where the deceased held a significant place in the employee's life, similar to an immediate family member. This may include extended family members, cultural kin, or community members.
- 44.4.3. The Council recognizes the unique social structures and kinship ties within Aboriginal and Torres Strait Islander communities. The Council also recognizes the history and cultural significance that the Mackay Local Government Area holds for Australian South Sea Islander peoples. To recognize this, the same bereavement leave entitlements listed in this Clause will also apply to Australian South Sea Islander employees.

45. DOMESTIC AND FAMILY VIOLENCE LEAVE

- 45.1. An employee, including an employee engaged on a casual basis, experiencing domestic and family violence will have access to up to twenty (20) days per year of paid special leave for medical appointments, legal proceedings and other activities related to domestic and family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days, or as a fraction of a day, and can be taken without prior approval in extenuating circumstances.
- 45.2. An employee who supports a person experiencing domestic and family violence may take carers leave to accompany them to court, to hospital, or to mind children.

- 45.3. The Chief Human Resources Officer may request proof of domestic and family violence prior to the granting of Domestic and Family Violence Leave.
- 45.4. The Council commits to continue to have a policy that in approved situations outlines the leave to be used to cover time off for domestic and family violence events and support provided by the Council as detailed in the existing policy. However, the amount of special leave (up to twenty (20) days per year) will not change for the life of this Agreement.

46. NATURAL DISASTER LEAVE

- 46.1. The Council commits to have a policy that, in approved situations, outlines the leave to be used and process applicable to cover time off for natural disaster events.

47. CULTURAL AND CEREMONIAL LEAVE

- 47.1. Mackay Regional Council recognises that employees from Indigenous, culturally and linguistically diverse backgrounds may be obligated to attend cultural and ceremonial events, such as:
- a. Religious observances;
 - b. Traditional ceremonies;
 - c. Culturally significant events; or
 - d. Sorry business.
- 47.2. Council is committed to supporting employees' cultural practices and traditions by allowing employees to take up to five (5) days of unpaid cultural leave per year. Alternatively, employees may apply to access their annual leave, RDO, or TOIL entitlements.
- 47.3. This leave is intended to allow employees to participate in significant cultural events and ceremonies and will be administered in accordance with Section 51 of the Industrial Relations Act 2016.
- 47.4. Employees who wish to take cultural leave must make a request to their immediate supervisors as early as possible.
- 47.5. Supervisors will consider applications on a case-by-case basis and will not unreasonably refuse applications, taking into consideration:
- a. The operational needs of the workplace;
 - b. The nature and significance of the cultural activity/event;
 - c. The employee's past leave history; and
 - d. Reasonable notice provided by the employee.

48. SERVICE LEAVE

- 48.1. Service leave shall be in accordance with the relevant parent Award/s outlined in Clause 4.1, Parent Awards.

49. SPECIAL LEAVE

- 49.1. The Chief Executive Officer (CEO) or delegate may approve paid leave for employees for any purpose, with duration appropriate to the purpose of the leave.
- 49.2. Leave approved under this clause must not exceed five (5) days per year, per reason, unless the CEO

approves, at their discretion, that circumstances warrant the granting of additional paid leave. Any additional leave must be reasonable and proportionate to the circumstances.

- 49.3. The CEO may approve unpaid leave for any period deemed appropriate by the CEO in accordance with the Council's policy or Industrial Instruments once accrued leave has been exhausted.
- 49.4. The CEO may approve a combination of paid and unpaid leave under this clause.
- 49.5. In determining an application for leave under this clause, the CEO must consider:
 - a. The reason the leave is requested;
 - b. The duration of the requested leave;
 - c. If applicable, for temporary or casual employees, the duration of the person's employment (including end date); and
 - d. The impact on the employee if the requested leave is not approved.
- 49.6. Taking leave is always subject to the demands of a particular situation and is to be taken at departmental convenience.
- 49.7. The CEO may, if departmental circumstances require it:
 - a. Recall an employee from special leave, or
 - b. Cancel the approval or granting of any special leave, or
 - c. Defer the taking of that leave.

50. LEAVE WITHOUT PAY

- 50.1. Employees may request access to leave without pay for the purposes of parental leave, domestic and family violence leave or in lieu of personal leave where accrued entitlements are exhausted.
- 50.2. Employees may also seek approval at the CEO's discretion to access leave without pay to supplement long service leave or annual leave where TOIL or banked RDO accruals are exhausted.
- 50.3. Leave without pay is not an accrued leave entitlement.

51. TRANSITION TO RETIREMENT ARRANGEMENTS

Employees who are within twelve (12) months of their nominated retirement date may be eligible to participate in a Transition to Retirement arrangement. At the discretion of the Chief Executive Officer (CEO) or delegate, this period may be extended.

- 51.1. Participation
 - 51.1.1. Participation in the arrangement is entirely voluntary and requires written application by the employee.
 - 51.1.2. Approval for participation in the arrangement rests at the discretion of the CEO or delegated authority.
 - 51.1.3. Employees accepted into the arrangement may be offered the following options:
 - a. The opportunity to transition to a part time work schedule;
 - b. Access to accrued annual leave or long service leave entitlements;
 - c. Access to supplemental unpaid leave, provided all other available leave balances are

exhausted first.

51.2. Eligibility and Employee Requirements

- 51.2.1. The employee must have completed at least two (2) years of continuous service with the Council.
- 51.2.2. The employee must submit notice of their resignation in writing confirming their nominated retirement date before the commencement of the transition to retirement arrangement.
- 51.2.3. Employees retain the right to elect for retirement at a date earlier than their originally nominated retirement date.
- 51.2.4. The employee may request an extension of their retirement date. Any such requests must be mutually agreed upon by both Council and the employee.

PART EIGHT – EMPLOYMENT SECURITY, CONSULTATION, COMMUNICATION AND MANAGEMENT OF WORKPLACE CHANGE

52. JOINT CONSULTATIVE COMMITTEE (JCC)

- 52.1. The Council and the union parties to this Agreement agree to establish and maintain a JCC. The purpose of the JCC is to act as the primary consultation and industrial relations forum between management and union/s concerning all employment and industrial matters at the Council.
- 52.2. This forum is not for the resolution of workplace disputes nor the first point of call for individual employment issues that may arise, which are to be addressed via the grievance and dispute settlement procedures contained in this Agreement.
- 52.3. Union/s and management are committed to achieving improved and effective consultation in the workplace and agree that cooperative consultation will provide employees with an opportunity, through their union/s and committee representatives, to participate fully in decisions which impact on their working lives and improve productive performance.
- 52.4. The parties commit to the effective operation of the JCC and will provide the necessary support to successfully implement its agreed terms of reference charter.
- 52.5. Structure of Composition
 - 52.5.1. The JCC comprises representatives of the Council's management, and union officials and union delegates from the unions listed as parties to this Agreement who represent employees.
 - 52.5.2. The committee will comprise of Council representatives and union representatives (officials and delegates) from the union/s listed as parties to this Agreement. The parties acknowledge for the committee to operate effectively there should be no more than a maximum of thirty (30) participants in total at any one time. It is recognised that there needs to be a cross section of the workforce represented by the union/s at the committee and to allow this Council representatives will not exceed eight (8).
 - 52.5.3. A quorum for each meeting is required and shall comprise of a minimum of 50% each of Council representatives and union representatives.
 - 52.5.4. The secretary for the JCC will maintain the listing of nominated committee representatives (and proxies) for union/s and Council representatives.
 - 52.5.5. Each committee representative will be entitled to nominate a proxy to attend when they are

unable.

- 52.5.6. It is also acknowledged that there may be occasions when it will be necessary to invite additional representatives to JCC meetings, extending the number beyond the maximum of thirty (30) participants. Where this is likely to occur it is the responsibility of the parties to advise in advance to the chair of the necessity to extend the maximum participation numbers, which will not be unreasonably withheld.

52.6. Terms of Reference

- 52.6.1. The JCC shall meet regularly and at least on a bi-monthly basis, to receive and review for consultation information about the Council and its workforce, and to consider all industrial and employment matters that may impact the workforce, including but not limited to:
- a. Monitoring and reviewing the implementation of this Agreement;
 - b. Clarification and review of human resources and other employment policies, procedures and guidelines which impact across Council employment or result in significant workplace change;
 - c. Workplace issues that have the potential to impact on employees, including individuals, work units, divisions or the entire organisation;
 - d. Renewable energy and job creation initiatives;
 - e. Undertaking specific responsibilities and activities in accordance with this Agreement;
 - f. Sharing of information regarding workforce composition to facilitate discussion on workforce planning (i.e. Per depot); the total number of positions; total number of employees in Full time, part- time, casual, fix term and contracts/ agency staff; total number of vacancies. This specific information is shared on a minimum six (6) monthly basis; or
 - g. Any other matter raised by a union/s or management which impacts on the workforce.

52.7. Chairperson

- 52.7.1. JCC meetings shall be chaired by the CEO or delegate.

52.8. Agenda

- 52.8.1. All members of the JCC can submit agenda items for discussion in line with the terms of reference. All relevant written information and documents must be circulated with the agenda to members of the committee at least one week prior to the meeting. This does not prevent the parties raising matters, under late business, that arise post the circulation of the agenda. At the commencement of the meeting late business items that the parties wish to raise should be identified to the chair for their inclusion on the agenda.
- 52.8.2. Employment policies define the standards and procedures to be applied to ensure compliance by all employees with legislative and organisational requirements. Employment policies do not alter or override the terms of this Agreement. The parties to this Agreement understand the value of policies in forming an important aspect of the employment relationship.
- 52.8.3. Stakeholder identification is a key step in the Council's policy process development and/or review. The Council acknowledges that unions are a key stakeholder in respect of employment matters. Consequently, as part of the review or development of employment policies, the Council will refer all proposed new employment policies or changes or proposed termination of existing employment policies to the JCC for consideration as part of the stakeholder consultation process. For the purpose of this Clause, an 'employment policy' is any Council

policy which affects an Award-based employee's conditions of employment e.g. safety.

52.9. Minutes

- 52.9.1. The Council will provide a minute secretary at each meeting. The secretary to the JCC will be responsible for the production of the minutes of the meeting. At the completion of late business, time will be allocated on the agenda to formalise the minutes. A copy of the minutes will be made available within one (1) week of the meeting to all JCC members and posted on the Council's intranet and noticeboards for viewing by employees.

53. TRANSMISSION OF BUSINESS

53.1. This Clause will apply where the Council:

- 53.1.1. Proposes to transmit to a new employer the business or any part of the business covered by this Agreement;
- 53.1.2. Transmits to a new employer the business or any part of the business covered by this Agreement.

53.2. Where the Council proposes to transmit the business or any part of the business, the Council shall:

- 53.2.1. Notify the employees affected and the relevant union/s of the proposed transmission; and
- 53.2.2. Discuss with the employees affected and the relevant union/s the effect of the transmission of business.

53.3. The discussion will commence as soon as practicable after a decision has been made by the Council to transmit the business or part of the business.

53.4. The Council will consider and respond to any reasonable concerns raised by employees and their relevant union/s about the terms of the proposed transmission. In the event of a dispute about the Council's response to concerns raised by employees, Clause 11, Dispute Resolution Process of this Agreement will be utilised to resolve these concerns.

53.5. The Council shall provide in writing the name of the entity that is proposing to acquire the business or part of the business to facilitate discussions between the employees and their relevant unions and the proposed new employer.

53.6. The Council shall include as part of any tender specifications or offer of sale documents, and within any contractual arrangements with the proposed new employer, the obligation for the new employer to apply terms and conditions of employment, including the Council's contribution to superannuation, that are equal to or superior to those which applied to each employee immediate prior to the transmission of business occurring, including terms and conditions derived from this Agreement, any applicable Award, policy or common law contract or other relevant employment arrangement applicable at that time of the proposed transmission.

53.7. The Council shall ascertain whether the proposed new employer proposes to recognise and accept responsibility for all previous service and accrued entitlements of employment arising from that service including, but not limited to, accrual of benefits and service in respect of:

- a. Annual leave;
- b. Long service leave;
- c. Personal/carer's leave; or
- d. Redundancy.

53.8. If the proposed new employer does not propose to accept responsibility for, and recognise, all previous

service and accrued entitlements, the Council must immediately, prior to the transmission of the business, pay to employees their accrued entitlements derived from all industrial instruments specified above and in doing so shall recognise all service with the Council (plus any previous service recognised by the Council) without limitation (e.g. no service thresholds for long service leave) including a redundancy payment in accordance with this Agreement, based on recognition of all service with the Council.

- 53.9. It is expected that the new employer shall offer a contract of employment to transmitting employees in accordance with the provisions of this Clause. If the new employer does not offer conditions of employment equal to or superior to those provided by the Council on an on-going basis, an entitlement to a redundancy will be triggered and the Council must make the payments provided for in this Agreement. Any new offer of employment/common law employment contract offered to transmitting employees will not include any period of probationary service with the new employer such as would exclude the transmitting employee from making a claim with regard to termination of employment. If a probationary period of employment and/or qualifying period of employment is included in any offer of employment with the new employer such that a claim for relief with regard to termination of employment either period would be prevented, an entitlement to redundancy will be triggered and the Council must make the payments provide for in this Agreement.
- 53.10. To avoid doubt, the period of employment which the employee has had with the Council or any prior employer which has been recognised by the Council shall be deemed to be service of the employee with the new employer, for all purposes.

54. EMPLOYMENT SECURITY

- 54.1. The Council is committed to job security for its permanent employees who have a commitment to satisfactory work performance and will maintain a permanent workforce during the term of this Agreement. The parties acknowledge that employment security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement.
- 54.2. Job reductions by forced redundancies will not occur during the life of this Agreement. Natural attrition, redeployment and/or retraining will be the preferred option when implementing organisation changes that result in positions being no longer required.
- 54.3. The provisions outlined in Clause 57, Introduction of Change will be implemented should such a situation occur.
- 54.4. Volunteers, other unpaid persons or trainees will not be used to permanently fill vacant positions.

55. CONTRACTING OUT

- 55.1. It is the clear position of the Employer to utilise and promote the use of its existing permanent Employees for the undertaking of the Employer's works, services and operations. During the life of this Agreement, the Employer will only contract out or lease any works and services currently provided by its existing permanent workforce in the following circumstances:
- 55.1.1. In the event of a critical shortage of skilled staff; or
 - 55.1.2. The lack of available infrastructure capital and the cost of providing technology; or
 - 55.1.3. Extraordinary or unforeseen circumstances; or
 - 55.1.4. It can be clearly demonstrated that it is in the public interest that such services should be contracted out; or
 - 55.1.5. Where the employer's own workforce and plant and equipment has been utilised and optimised in the first instance wherever practicable.

- 55.2. Contractors will not be engaged to reduce the overtime hours available to permanent Employees. Any hours outside of the ordinary working hours of Employees will be offered as overtime to permanent Employees before engaging contractors and/or labour hire where practicable and subject to fatigue management provisions.
- 55.3. On a quarterly basis, the Employer will present to the Joint Consultative Committee (JCC) a report that lists the current labour hire engagements, as well as the Forward Capital Works Program, for the ensuing quarter and identifying, as much as practicable, where it is contemplated that contractors may be used.

56. CONSULTATION PROCESS

- 56.1. Where the Council seeks to contract out or outsource any Council works and services provided by in-house Council employees (excluding labour hire engagements for vacant positions), the relevant union/s will be consulted as early as possible. Discussions in accordance with Clause 57, Introduction to Change must take place before any steps are taken to call tenders or enter any otherwise legally binding arrangement for the provision of in-house services by an external provider.
- 56.2. The Council will ensure that all relevant union/s are aware of any proposals to contract out or outsource in-house functions by providing the relevant union/s with formal written notification.
- 56.3. For the purpose of consultation, the relevant union/s will be given all relevant documentation where possible, including the proposed contract and schedules. It is the responsibility of the relevant unions to participate fully in discussions on any proposals to contract out or outsource any Council functions.
- 56.4. The Council will be required to provide the unions as part of the written notification with the following information:
- 56.4.1. Why the service cannot continue to be delivered by local government employment;
 - 56.4.2. The impact on the council's workforce;
 - 56.4.3. How the proposed initiative will improve council's service delivery;
 - 56.4.4. Any social and/or economic impact on the local community;
 - 56.4.5. Communication and consultation strategies including managing the impact on the council's tenured workforce and other effected employees of council; and workforce transition plans for deployment, redeployment and retraining; and
 - 56.4.6. The full cost implications for the Council.
- 56.5. If, after full consultation as outlined above, employees are affected by the necessity to contract out or outsource any in-house functions, the Council will:
- 56.5.1. Negotiate with relevant union/s employment arrangements to assist employees to move to employment with the contractor;
 - 56.5.2. Ensure that employees are given the option to take up employment with the contractor;
 - 56.5.3. Ensure that employees are given the option to accept deployment/ redeployment with the council (in line with the redundancy provisions within this agreement); and
 - 56.5.4. Ensure that, as a last resort, employees are given the option of accepting a voluntary retrenchment.
- 56.6. The Council agrees that it will promote the inclusion of a condition of all future labour contracts, a requirement for contractors to pay wage rates which are no less favourable in aggregate than the current rates of pay for comparable employees prescribed by this Agreement. This provision shall apply to all

current in-house Council works and services that will be contracted to be performed by an external provider.

57. INTRODUCTION OF CHANGE

57.1. This Clause applies where a major change is proposed where any of the following circumstances occur or exist:

- 57.1.1. Council, by resolution, makes a decision to introduce and/or implement major change;
- 57.1.2. Council, by resolution, determines to investigate, propose or otherwise consider introducing and/or implementing major change;
- 57.1.3. The CEO and/or senior staff of the Council make or makes a proposal or recommendation to the Council that, if accepted, introduced and/or implemented would result in major change;
- 57.1.4. Council proposes changes to position descriptions or the primary location of work either individual or cumulative in effect, that would result in major change; or
- 57.1.5. Council proposes major changes to policies or procedures which would have an impact on working arrangements or entitlements.

57.2. Definitions

57.2.1. For the purposes of this Clause:

- a. Major change means a major change or group of related major changes that may have significant effects on an employee's or employees' employment, conditions and/or pay and includes major changes in production, program, organisation, structure or technology.
- b. Significant effects include termination of employment, major changes in composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and/or the restructuring of jobs.
- c. Circumstance means any of the circumstances set out within this Clause.
- d. Affected employee means each employee on whose employment, conditions and/or pay the major change may have significant effects.

57.3. Council's Duty to Notify

57.3.1. As soon as practicable after Council receives in principle approval from the Executive Leadership Team (ELT) to propose a major change and prior to any decision being made or implemented, the Council will formally notify in writing each affected employee and the relevant unions/s of the proposed major change.

57.4. Council's Duty to Discuss Change

57.4.1. As soon as practicable after Council receives in principle approval from the ELT to propose a major change, and prior to any decision being made or implemented, the Council will discuss the major change with the affected employees and the relevant unions/s, and the discussions will include, without limitation:

- a. The introduction of major change;
- b. The effects the major change is likely to have on employees; and

c. Measures to avert or mitigate any adverse effects of the major change on employees.

57.4.2. Council shall give prompt and genuine consideration to matters raised by affected employees and/or the relevant union/s in the course of or otherwise in connection with the discussions required by this Clause.

57.5. Council to provide information to facilitate discussions

57.5.1. For the purposes of the discussion, Council will provide in writing to the affected employees and the union/s all relevant information and documentation about the major change, including without limitation:

- a. The nature of the changes proposed;
- b. The anticipated effects of the changes on employees; and
- c. Any other relevant information to assist the parties in the discussions.

57.5.2. Where Council is proposing to undertake restructuring of Council's organisation structure, Council must supply the affected employees and their union's representatives with a copy of the current organisational structure flowchart which includes the titles and classification levels of the positions, a copy of the proposed new organisation structure, including the new position titles and classification levels. Further, the Council is to supply a summary document of the proposed changes of the new structure including any current positions which are displaced and/or deemed redundant, proposed new positions, and a list of the potentially affected employees including Council's proposal to mitigate the adverse effects on each affected employee.

57.5.3. Council will provide all relevant information, provided that the Council will not be required to disclose confidential information, the disclosure of which would be inimical to Council's interest.

58. ARTIFICIAL INTELLIGENCE

58.1. It is not the intent of Council to utilise Artificial Intelligence (AI) to replace the roles of employees, noting however, that like any new technology the use of AI will enhance productivity and assist the work of employees.

58.2. If Council considers implementing AI that involves surveillance of employees, the Council must disclose their use of data collection so workers can be aware of how their data are being collected.

58.3. If the introduction of AI constitutes a major change, Council will consult as per the consultation provisions in Clause 57, Introduction of Change.

59. REDUNDANCY

59.1. Redundancy occurs where the Council has made a definite decision that it no longer wishes the job the employee has been doing done by anyone and that decision could lead to the termination of employment of the employee.

59.2. Where redundancy occurs, the Council undertakes to utilise options of:

- a. Natural attrition;
- b. Suitable retraining; or
- c. Suitable redeployment.

With preference to maintaining employees whose permanent positions have become redundant in continued employment within the Council.

- 59.3. Where an employee is offered retraining, the employee is required to fully participate. This includes participating in training, applying for appropriate roles and not refusing suitable alternative employment at level.
- 59.4. Employees may be offered reasonable redeployment at level to a position anywhere within the Council with preference given to placement within the employees' occupational stream and skill set. Employees cannot refuse a position offered within their occupational stream at level for which they are capable of fulfilling or for which they would be capable with appropriate training in a reasonable agreed time frame.
- 59.5. Reasonable redeployment is defined as an alternate position at the employee's level, within the employee's current span and spread of hours and within the employee's occupational stream and skill set for which they are capable of fulfilling or for which they would be capable with appropriate training in a reasonable agreed time frame.
- 59.6. The employee may claim that the position offered to them was not a reasonable redeployment and such disputes shall be dealt with in accordance with Clause 11, Dispute Resolution Process, as set out in this Agreement commencing at Step Three (3).
- 59.7. Where an employee refuses a position that is deemed to be suitable, after the dispute resolution process has been exhausted, they are deemed to have resigned their employment and will terminate without redundancy payment.
- 59.8. Where an employee accepts reasonable redeployment to a position at level, then for the first twelve (12) weeks the employee will still be considered for other vacant positions at level, prior to those vacant positions being advertised. If the employee accepts another position at level during the twelve(12) weeks, then the employee will be immediately appointed to that position, thereby completing the redeployment process, and no redundancy payments will apply. At the conclusion of the twelve (12) weeks the employee will be appointed to the position and the redeployment process concluded and no redundancy payments will apply.
- 59.9. As a last resort, and where suitable retraining or redeployment at level is not a viable option, then the employee will be offered a lower paid position which they are capable of fulfilling or the option of voluntary redundancy in line with severance pay provisions.
- 59.10. When an employee is transferred to a lower paid position, the appointment will be made at the highest incremental point within the appointed level (if applicable), with wage/salary at the previous rate prior to redeployment to be maintained for a period of six (6) months.
- 59.11. Leave entitlements of annual leave and long service leave accrued at the time of redeployment will be maintained and paid when taken at the applicable pre-deployment rate.
- 59.12. Employees accepting a role in a lower paid position will have twelve (12) weeks within which to confirm acceptance of such role, or then elect to accept voluntary redundancy in line with severance pay provisions.
- 59.13. Should any redeployment result in the employee being required to start work at a new site that is more than thirty-five (35) kilometres from the existing place of work the employee will be entitled to receive an allowance, for a period of six (6) months or alternatively receive a one off \$5,000 home relocation allowance (on production of invoices) should they elect to move their place of residence closer to their new work site. The allowance payable shall be based on the distance in kilometres from the "old" worksite to the "new" worksite. The allowance payable will be as per the Australian Taxation Office (ATO) vehicle guidelines.
- 59.14. Voluntary Redundancy
 - 59.14.1. As well as from a result of redundancy activity, and in following the process outlined in this Agreement, the Council reserves the right at its discretion to offer voluntary redundancy at

any time to any employee, subject to such offer being made without pressure to the employee and for acceptance solely at the discretion of the employee.

59.15. Definitions

59.15.1. For the purposes of this Clause:

- a. Business includes trade, process, business or occupation and includes part of any such Business;
- b. Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning;
- c. Weeks' pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:
 - Overtime;
 - Penalty rates;
 - Disability allowances;
 - Shift allowances;
 - Special rates;
 - Fares and travelling time allowances;
 - Bonuses; and
 - Any other ancillary payments of a like nature.

59.16. Severance Pay

59.16.1. An employee whose employment is terminated by reason of redundancy is entitled to severance pay of two (2) weeks' per year of service with a maximum of fifty-two (52) weeks payments as well as applicable notice provisions for termination and all other accrued entitlements payable on termination.

59.17. Alternative Employment

59.17.1. The Council, in a particular redundancy case, need not pay or comply with the general severance pay prescription if it obtains alternative employment acceptable to the employee.

59.17.2. This provision does not apply in circumstances involving transmission of business as set out in Clause 53, Transmission of Business.

59.18. Employees Exempted

59.18.1. This Clause does not apply to:

- a. Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- b. Probationary employees;
- c. Apprentices;
- d. Trainees;
- e. Employees engaged for a specific period of time or for a specified task or tasks; or
- f. Casual employees.

59.19. Incapacity to Pay

- 59.19.1. The Council need not pay or comply with the severance pay prescription on the basis of incapacity to pay.

59.20. Redundancy Disputes

- 59.20.1. Sub-clauses 59.20.2 and 59.20.3 impose additional obligation on the Council where it contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute).
- 59.20.2. Where a redundancy dispute arises and if it has not already done so, the Council must, in good time, provide affected employees and the relevant employee representative (if requested by an affected employee) with relevant information including:
 - a. The reasons for any proposed redundancy;
 - b. The number of categories or workers likely to be affected; and
 - c. The period over which any proposed redundancies are intended to be carried out.
- 59.20.3. Where a redundancy dispute arises and discussions occur in accordance with Clause 59.20, Redundancy Disputes, the Council will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the employees concerned.

60. NO FORCED REDUNDANCY

There shall be no forced termination of an employee as a result of redundancy during the life of this Agreement.

PART NINE – OTHER PROVISIONS

61. WORKPLACE HEALTH AND SAFETY (WHS)

- 61.1. The parties are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by continuing a consultative approach to managing WHS issues, which includes:
 - 61.1.1. Elimination or control of hazards at source in accordance with legislation;
 - 61.1.2. Reducing the incidence and costs of occupational injury and illness;
 - 61.1.3. Reviewing work and management practices affecting the inter-relationship between efficiency, and health and safety; and
 - 61.1.4. Providing a rehabilitation system for workers affected by occupational injury or illness.
- 61.2. Consultation
 - 61.2.1. Consultative mechanisms will continue to address WHS issues. Such mechanisms will include:
 - a. The election of health and safety representatives who will represent fellow workers in negotiations on health and safety matters; and
 - b. The continuation of WHS committees and peak advisory committee.
- 61.3. Training
 - 61.3.1. Employee WHS representatives will be given paid leave to attend accredited WHS training

courses.

61.3.2. Workplace training programs, including induction and on the job training, will outline Council's WHS policy and procedures, particular hazards associated with the job, control measures applicable to each hazard and how to utilise WHS systems to identify hazards and instigate preventive actions.

61.3.3. Management training programs will outline Council's WHS policy and procedures, particular hazards associated with the job, control measures applicable to each hazard and how to utilise WHS systems to identify hazards and instigate preventative actions.

61.4. Workplace Health and Safety (WHS) Program

61.4.1. The objective of both the Council and employees is to provide a safe working environment for all employees. To further this objective an WHS Consultative Committee shall be maintained in accordance with relevant state or federal legislation in order to study, discuss and implement safe working methods and standards for carrying out the work.

61.4.2. Items of safety equipment and apparel shall be worn where directed and as required by relevant state and federal legislation.

61.4.3. The Council shall continue a procedure for collecting information on the nature of hazards and incidences of injury which includes:

- a. An internal system for reporting, recording and investigating of incidents, injuries and illness;
- b. The routine analysis of injury/illness/incident data;
- c. Routing reports on key WHS performance indicators (lost time trends, injury frequency rate trends, cost and severity measures, estimation of indirect costs);
- d. A system of regular workplace inspections and regular hazards audits of work areas and work practices which include reference of relevant legislation, standards and codes of practice shall be instituted at the workplace. These will be carried out with the involvement of the WHS representative.

61.4.4. This Clause applies in addition to the provisions of the relevant WHS legislation.

62. HEALTH AND WELLBEING COMMITTEE

62.1. The Health and Wellbeing Committee will function with a membership representative of the entire workforce.

62.2. The Health and Wellbeing Committee will not be responsible for the consideration or settlement of disputes arising from this Agreement, grievances or personal issues.

62.3. The objectives of the Health and Wellbeing Committee are:

- a. Promote and implement health and wellbeing initiatives; and
- b. To establish the council as an employer of choice.

62.4. The Council agrees to support a Health and Wellbeing Committee by way of secretariat support and reasonable resources for initiatives.

62.5. The Health and Wellbeing Committee to be represented by the entire workforce, with the Health and Wellbeing Committee to set its Charter including makeup membership, meeting dates etc.

63. MENTAL HEALTH AND WELLBEING

- 63.1. Council recognise that the workplace can play a vital role in assisting employees affected by mental health issues and commits to:
 - 63.1.1. Identifying and taking steps to eliminate or reduce identified workplace factors which contribute to the development of work-related stress and ill health in accordance with relevant legislation;
 - 63.1.2. Fostering communication and openness to mental health issues to reduce any stigma or barriers which may impact on employees seeking support;
 - 63.1.3. Provide assistance and support to employees, including access to EAP in accordance with Clause 64, Employee Assistance Program, and the training of employees to enable such support; and
 - 63.1.4. Information will be made available to employees about service providers who may be able to offer additional support.

64. EMPLOYEE ASSISTANCE PROGRAM (EAP)

- 64.1. The Council will provide a specific confidential counselling service for all staff and members of their immediate family seeking to utilise such a service for matters affecting work performance.
- 64.2. The service can be accessed directly and initially without the need to seek approval.
- 64.3. Counselling visits are restricted to a maximum of five (5) visits for any one (1) individual staff member (and members of their immediate family) per year, after which time additional visits must be approved by the Chief Human Resources Officer.

65. TRAINING AND DEVELOPMENT

- 65.1. 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 Council wide basis.
- 65.2. Accordingly, the parties commit themselves to optimising the capability, performance and career development options for employees by implementing the following:
 - 65.2.1. Enhanced training programs, retraining and education for employees; and
 - 65.2.2. Individual career development planning based upon equal opportunity; and
 - 65.2.3. Providing employees with individual training and career opportunities through appropriate training to acquire the necessary additional skills for various and differing local government occupations; and
 - 65.2.4. Providing timely advice and consultation with employees and their unions representatives with regard to any changes to training and development programs which may impact employees.
- 65.3. The parties agree with respect to the training and career path development of employees, that each permanent employee will have access to learning processes and resources through a mutually agreed career development plan.
- 65.4. The career development plan will consist of a set of prioritised learning opportunities which should be reviewed annually and will be based upon the following:

- 65.4.1. Individual employee desired Council-career path;
 - 65.4.2. The current and future skill requirements of the Council;
 - 65.4.3. The size, structure and nature of the long-term strategic operation plans of the Council; and
 - 65.4.4. 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.
- 65.5. The Council commits to ensuring that appropriate funds are set aside in each yearly budget to fully meet its training and resource requirements.
 - 65.6. Should the employee's access to learning processes and resources not be available within a mutually agreed timeframe, then the employee and the Council will review and possibly modify the career development plan.
 - 65.7. Individual development plans should seek to professionally develop employees so that they can satisfy key position accountabilities and improve career development prospects, with a view to providing the Council with a highly skilled workforce, armed with the necessary skills to meet its future service operational requirements.
 - 65.8. Any training associated with the development plan may be provided either externally or internally, off and on the job, to match the individual employee's development needs. This may include seeking advice and assistance from a recognised Competency Standards Advisory body (such as MISTAS) where required.
 - 65.9. During the life of this Agreement the Council undertakes to review succession planning and training needs analysis, aligning to both the Council's and employees' needs. This will include assessment of train the trainer requirements and utilisation of existing trained staff where appropriate.
 - 65.10. The Council commits to the principle of succession planning across the whole of Council and will implement that principle as part of its workforce planning.
 - 65.11. Where possible, training and development is to be carried out in normal working hours. It is agreed that no employee will suffer from loss of ordinary pay by participating in required training and skilled development (e.g. where an employee is rostered on a shift, any move to training outside shift hours to daytime ordinary hours will not result in a loss of the shift payment).
 - 65.12. Where training can only be provided outside the normal hours and the employee agrees to participate, the payment for the training hours will be at ordinary rates or, where mutually agreed, the accrual of TOIL at time for time.
 - 65.13. Should an employee be directed to attend mandatory training outside their normal hours then they will be paid for such time at the overtime rate or, where mutually agreed, the accrual of TOIL at time for time.
 - 65.14. In circumstances where the employee is required to travel away for training and the Council fully meets that cost of the training and any associated travel costs, no payment of wages or penalty will apply for any associated travel time that falls outside of the employee's normal hours. However, consideration will be given to the employee's personal commitments and/or impact on fatigue when scheduling the travel.
 - 65.15. Apprenticeships/Trainees
 - 65.15.1. The Council recognises that future skills shortages could result without interventions to encourage future employment opportunities through Apprenticeships and Traineeships. The parties therefore agree to continue an apprenticeship and traineeship program with consideration to any budgetary constraints.

66. POSTING AGREEMENT

- 66.1. The Council shall, in each office or place of business conducted by it in which employees covered by this Agreement are employed, keep and make available for perusal by such employees a current copy of this Agreement.
- 66.2. The Council will, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of this Agreement.
- 66.3. Further, the Council shall ensure that the workplace delegates are listed on the Council's intranet and various notice boards.
- 66.4. 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 by relevant staff (e.g. members of the Management Team, People & Culture, Payroll, JCC) at toolbox talks as appropriate following this Agreement being certified by the QIRC.

67. UNION LEAVE AND RECOGNITION

67.1. New Employees

- 67.1.1. Details of the relevant union/s workplace delegates, as provided by union/s, will be given to new employees during the induction process. Union delegates and/or organisers will be invited to attend the induction process.

67.2. Workplace Delegates

- 67.2.1. Council recognises the role that the relevant union/s workplace delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including Awards and Agreements) and dispute resolution. On being notified in writing by the relevant unions that an employee has been appointed as a workplace delegate, the Council will recognise the employee as a relevant union workplace delegate and allow them the following:
 - 67.2.2. Reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace.
 - 67.2.3. Reasonable private access to union members to discuss union business and to non-union members for recruitment purposes.
 - 67.2.4. Reasonable access to representatives of Council for the purpose of resolving issues of concern to union members.

67.3. Facilities and Conditions

- 67.3.1. The following facilities and conditions will be made available to relevant union/s workplace delegates and members of the JCC or any other employee involved in any consultative forum:
 - a. Wherever possible meetings should occur in normal working time. When a Council initiated meeting occurs outside normal working time, the appropriate rate of pay will be paid. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings;
 - b. Reasonable access to normal Council facilities such as typing, word processing photocopying, postal system and telephone, storage facilities, email, notice boards and meeting rooms;
 - c. Access to a room with normal office facilities will be provided to discuss employment matters; and
 - d. No employee will be disadvantaged as a result of activities conducted in accordance with

Clause 67, Union Leave and Recognition.

67.4. Workplace Delegates Leave

- 67.4.1. A relevant union's workplace delegate, or an employee nominated by a relevant union shall be entitled to paid leave of absence of up to five (5) days per person per annum to attend any of the following:
- a. Trade union training or specific relevant union training courses approved by the relevant union/s;
 - b. Annual or biennial conference;
 - c. Executive meetings; or
 - d. Biennial congress of the Australian Council of Trade Unions (ACTU).
- 67.4.2. A relevant union's workplace delegate, or an employee nominated by a relevant union, can apply to the CEO to be able to use more than their individual five (5) days per annum. Where necessary, such requests will not be unreasonably refused.

67.5. Right of Entry

- 67.5.1. An authorised officer of a relevant union/s will have rights of access and entry to the premises of the Council for the following purposes upon giving relevant legislative notice upon arrival:
- a. Meetings with workplace delegates;
 - b. Meetings with members of staff;
 - c. Meetings with relevant management team members on matters associated with the agreement or current industrial workplace issues; and
 - d. To conduct union business matters or matters incidental to union matters.

67.6. Meetings

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

67.7. Meeting Notices and Newsletters

- 67.7.1. The Council will provide an accessible space within each work location for the posting of any relevant Award, this Agreement or notices pertaining to employment relations within the workplace produced by the relevant unions. The relevant union workplace delegate will be provided with access to this space.

67.8. Deductions

- 67.8.1. Subject to written authority from the employee and mutual agreement with the Council, Union membership fees may be deducted from an employee's wage.

PART TEN – FIVE (5) IN SEVEN (7)

68. FIVE (5) IN SEVEN (7) – PROVISIONS IN COMMON

- 68.1. All provisions of this Agreement including those provisions referred to in this Part, shall apply to employees outlined in each Clause.

- 68.2. In recognition of the diversity of services provided by local governments and the fact that the communities that local governments service, require many of the services to be delivered outside of regular 6.00am to 6.00pm working hours, Monday to Friday, where employees are employed within the facilities of the MECC & Events, Community Lifestyle, Economic Development and Tourism at the time of certification, the ordinary span of hours may need to be altered.

69. STREAM A AWARD EMPLOYEES

MECC & Events, Community Lifestyle, Economic Development & Tourism

- 69.1. The Council and employee, who may be represented by a nominated representative, may agree that the ordinary hours of duty may be worked on any five (5) out of seven (7) days per week including Saturday and Sundays and / or the ordinary hours may be altered as to the span of hours.
- 69.2. Any alteration to the ordinary span of hours, start/finish times or spread of days on which the employee works must be by agreement in writing, with no compulsion by either party to agree.
- 69.3. Where the employee seeks to alter the spread of regular ordinary hours, which includes weekends or to vary their span of ordinary hours in any twenty-four (24) hour period to suit their personal circumstances, the agreement in writing shall indicate the change was at the employee's request and the Council shall not be liable for any penalty rates for the ordinary hours.
- 69.4. Where the Council seeks to alter the ordinary span of hours, start/finish times or spread of days for a new or vacant position, they must refer the matter to the relevant union or nominated representative for consultation in accordance with Clause 54, Employment Security, prior to advertising the position.
- 69.5. Stream A Award Employees - MECC & Events
- 69.5.1. Where an employee agrees to alter the spread of days for the ordinary hours of work (e.g. any five (5) days in seven (7)), the Council shall pay a weekend penalty rate of time and one half for all ordinary hours worked on a Saturday, and a penalty rate of double the ordinary hourly rate for all hours worked on Sunday.
- 69.5.2. Where the employee agrees to alter the span of hours, ordinary hours worked Monday – Friday outside 6am – 6pm shall be paid at the rate of time and one quarter.
- 69.5.3. Overtime will be paid on the applicable overtime rates, as per the main body of this Agreement, based on the base rate of pay for the applicable day.
- 69.5.4. Stream A Award Employees - 15% Allowance
- a. This clause applies to Stream A Award employees within MECC & Events who are currently in receipt of the 15% allowance for working irregular hours. This 15% allowance is to compensate employees required to work unusual hours, where the ordinary hours are performed Monday to Saturday (inclusive).
 - b. Where an employee is required to work ordinary hours on a Sunday, ordinary time penalties at the rate of double time are claimable. Ordinary time worked by the employee on a Sunday are to be claimed through the appropriate timesheet code.
 - c. The 15% allowance is calculated on the employee's base annual remuneration and is a stand-alone payment. The 15% allowance will be subject to the annual wage increase as provided at Clause 24, Salary and Wages, Subclause 24.2.
 - d. Employees currently in receipt of the 15% allowance will continue to receive it for the duration of their employment in the contracted position.

- e. To ensure that employees are not disadvantaged, employees who are in receipt of the 15% allowance, in accordance with this Clause, must use a “record only” code in Kiosk to record ordinary hours worked outside of the span of hours (6am – 6pm, Monday to Friday, and on Saturday). This will allow Council to undertake audits, every six (6) months, to ensure the 15% allowance is adequately compensating employees for work performed outside the ordinary span of hours.
- f. Where it is found that an employee is disadvantaged in receiving the 15% allowance, when compared to entitlements in accordance with this Schedule, a payment will be made to the sum of any discrepancy.

69.6. Stream A Award Employees - Community Lifestyle and Economic Development & Tourism

- 69.6.1. In addition to Clause 69, Stream A Award Employees, Subclause 6.91 to 69.4, the provisions in Clause 69.6 apply to employees in positions with five (5) in seven (7) arrangements.
- 69.6.2. In the event that the ordinary span of hours are modified, the penalty rate paid after 6:00pm Monday to Friday will be at time and a quarter for ordinary hours worked.
- 69.6.3. A standard penalty rate of time and a quarter will apply to ordinary hours worked on Saturday.
- 69.6.4. A standard penalty rate of time and a half will apply to ordinary hours worked Sunday.
- 69.6.5. Overtime will be paid on the applicable overtime rates, as per the main body of this Agreement, based on the base rate of pay for the applicable day.
- 69.6.6. Where the employee seeks to alter the spread of regular ordinary hours, which includes weekends or to vary their span of ordinary hours in any twenty-four (24) hour period to suit their personal circumstances, the agreement in writing shall indicate the change was at the employee’s request and the Council shall not be liable for any penalty rates for the ordinary hours.

70. STREAM B AWARD EMPLOYEES

MECC & Events, Community Lifestyle, Economic Development & Tourism

- 70.1. Salary scales applicable shall be per Schedule 4 – Salary Scales – Stream B MECC Employees.
- 70.2. Staff within MECC & Events appointed under Schedule 1 – Salary Scales – Stream A Employees prior to 19 April 2022 will continue under their existing conditions unless agreed otherwise.
- 70.3. In recognition of the MECC & Events, due to industry and community needs, operating varying hours across seven (7) days a week, the provisions of this Clause are required to meet requirements.
- 70.4. Stream B Award - Permanent Employees

MECC & Events, Community Lifestyle, Economic Development & Tourism

- 70.4.1. Ordinary hours of work will be thirty-eight (38) hours per week, worked in any reasonable roster configuration between 6:00am and 12:00pm (midnight).
- 70.4.2. Saturdays and Sundays are to be regarded as ordinary time days, and employees are able to work any five (5) out of seven (7) days (any ordinary hours worked in these configurations are without penalty).
- 70.4.3. Ordinary hours will not exceed ten (10) hours on any one day or thirty-eight (38) hours per week in any five (5) days out of seven (7).
- 70.4.4. Any overtime worked shall be paid in accordance with the main body of the Agreement or

applicable parent Award. Any overtime worked between midnight and 6am shall be paid in accordance with Clause 16.2.8 or 16.2.9 of this Agreement.

- 70.4.5. Employees will be provided with a minimum ten (10) hour break in accordance with Clause 14, Fatigue Break.
- 70.4.6. Where operational requirements require an employee to be rostered to work a 6th or 7th day over a 7-day period, the employee will be compensated. An employee should not unreasonably refuse to work a 6th or 7th day. The penalty payment for rostered work on the 6th or 7th day will be time and a half for the first three (3) hours and double time thereafter.
- 70.4.7. Where the employee is rostered to work 7 or more consecutive days, the employee will receive double time until a day off has been taken.
- 70.4.8. Ordinary hours and overtime hours worked on a public holiday shall be treated as per the main body of the Agreement.
- 70.4.9. When overtime is worked, the employee may wish to accrue TOIL rather than be paid the overtime. The accrual of TOIL must be approved by the appropriate supervisor and approval to accrue TOIL should not be unreasonably withheld. Such option shall be discussed with the employee prior to the work being performed. When approved, the TOIL will accrue in accordance with Clause 16, Overtime and TOIL, Subclause 16.2.4.
- 70.4.10. The timing of taking of TOIL will be to meet organisational operating requirements taking into account the employee's requirements (also noting Stand Down provisions). TOIL shall be treated as per Clause 16, Overtime and TOIL, Subclause 16.2.5.
- 70.4.11. Broken Shift Allowance
 - a. Full time or part time employees may be rostered for a broken shift as required for business operations;
 - b. A broken shift means a shift of work performed by a permanent employee which is broken into not more than 2 periods (excluding rest pauses and meal breaks), where the unpaid break in between such periods is greater than one hour;
 - c. A broken shift should not exceed sixteen (16) hours between commencement of the first period and cessation of the last period, including unpaid breaks; and
 - d. When an employee is rostered to work a broken shift, the employee is entitled to an allowance of \$17.81, which shall be subject to increase in accordance with Award provisions.

70.5. Stream B Award Employees - Stand Down Provisions

MECC & Events

- 70.5.1. The nature of the work at the MECC & Events determines that due to circumstances beyond the Council's control, there may not be sufficient work at times for employees. In such circumstances, any employee who cannot be gainfully employed the employee shall be required to take any accumulated leave (including TOIL), failing which they shall be stood down, without pay. This provision is to be read in conjunction with Section 333 of the Industrial Relations Act 2016 (Queensland).

70.6. Stream B Award Employees – Casual Employees

MECC & Events, Community Lifestyle, Economic Development & Tourism

- 70.6.1. Casual employees may be engaged at ordinary rates, any five (5) days out of seven (7)

between 6:00am and 12:00pm midnight, including Saturdays and Sundays to a maximum of ten (10) hours per day and thirty-eight (38) hours per week.

- 70.6.2. Casual employees working outside of, or in excess of ordinary hours, will be paid at the appropriate hourly rate, plus 50%.
- 70.6.3. Any overtime between midnight – 6:00am will be paid at the appropriate hourly rate, plus 100%.
- 70.6.4. Where Casual employees are required to perform work on a Public Holiday, such employee will be paid in accordance with the Public Holiday provisions in this Agreement or parent Award.
- 70.6.5. Casual Loadings:
 - a. 6:00am – midnight 25%; or
 - b. Midnight – 6:00am 31%.

PART ELEVEN – SCHEDULES TO THE AGREEMENT

Schedule 1 – Salary Scales – Stream A Employees

Schedule 2 – Salary Scales – Stream B Employees (excluding MECC)

Schedule 3 – Salary Scales – Stream C Employees (excluding MECC)

Schedule 4 – Salary Scales – Stream B MECC Employees

SCHEDULE 1 – SALARY SCALES – STREAM A EMPLOYEES

Level	YEAR 1		YEAR 2		YEAR 3	
	STREAM A		STREAM A		STREAM A	
	2024		2025		2026	
	5 Weeks	4 Weeks	5 Weeks	4 Weeks	5 Weeks	4 Weeks
Level 1.1	59,744.71	61,082.58	62,731.94	64,136.71	66,019.85	67,466.76
Level 1.2	60,899.52	62,263.55	63,944.50	65,376.73	67,268.78	68,743.98
Level 1.3	62,661.33	64,065.28	65,794.40	67,268.54	69,174.18	70,692.55
Level 1.4	64,569.05	66,015.66	67,797.50	69,316.44	71,237.37	72,801.89
Level 1.5	66,478.14	67,968.80	69,802.04	71,367.24	73,302.06	74,914.20
Level 1.6	68,381.72	69,913.67	71,800.81	73,409.36	75,360.78	77,017.59
Level 2.1	70,315.59	71,892.96	73,831.37	75,487.61	77,452.26	79,158.19
Level 2.2	72,293.50	73,914.92	75,908.17	77,610.67	79,591.37	81,344.93
Level 2.3	74,336.10	76,004.32	78,052.91	79,804.54	81,800.45	83,604.62
Level 2.4	76,402.10	78,115.74	80,222.21	82,021.53	84,034.83	85,888.13
Level 3.1	78,488.75	80,250.57	82,413.19	84,263.10	86,291.54	88,196.94
Level 3.2	80,574.02	82,382.64	84,602.73	86,501.77	88,546.76	90,502.77
Level 3.3	82,656.54	84,511.95	86,789.37	88,737.55	90,799.00	92,805.63
Level 3.4	84,740.44	86,642.65	88,977.46	90,974.78	93,052.74	95,109.97
Level 4.1	86,825.10	88,774.72	91,166.35	93,213.45	95,307.29	97,415.81
Level 4.2	88,901.35	90,898.53	93,346.42	95,443.46	97,552.76	99,712.71
Level 4.3	90,986.62	93,030.60	95,535.95	97,682.13	99,807.98	102,018.54
Level 4.4	93,076.02	95,166.80	97,729.82	99,925.14	102,067.67	104,328.84
Level 5.1	95,154.41	97,291.99	99,912.13	102,156.59	104,315.45	106,627.23
Level 5.2	97,238.31	99,422.68	102,100.22	104,393.81	106,569.18	108,931.58
Level 5.3	99,322.20	101,553.37	104,288.31	106,631.04	108,822.91	111,235.92
Level 6.1	102,793.53	105,103.15	107,933.20	110,358.31	112,577.15	115,075.01

Level 6.2	106,267.60	108,657.06	111,580.98	114,089.92	116,334.36	118,918.56
Level 6.3	109,741.68	112,209.59	115,228.76	117,820.07	120,091.58	122,760.63
Level 7.1	113,211.63	115,758.00	118,872.21	121,545.90	123,844.32	126,598.22
Level 7.2	116,682.95	119,306.40	122,517.10	125,271.72	127,598.56	130,435.82
Level 7.3	120,154.27	122,856.18	126,161.99	128,998.99	131,352.80	134,274.91
Level 8.1	124,323.44	127,120.32	130,539.61	133,476.34	135,861.75	138,886.58
Level 8.2	128,489.86	131,380.33	134,914.35	137,949.35	140,367.73	143,493.78
Level 8.3	132,657.65	135,644.47	139,290.53	142,426.70	144,875.20	148,105.45
Level 8.4	136,566.67	139,640.21	143,395.00	146,622.22	149,102.81	152,426.84
Level 8.5	140,478.45	143,641.46	147,502.37	150,823.53	153,333.39	156,754.18

SCHEDULE 2 – SALARY SCALES – STREAM B EMPLOYEES (EXCLUDING MECC)

	YEAR 1		YEAR 2		YEAR 3	
	STREAM B		STREAM B		STREAM B	
	2024		2025		2026	
Level	5 Weeks	4 Weeks	5 Weeks	4 Weeks	5 Weeks	4 Weeks
Level 1.1	58,178.09	59,301.59	61,087.00	62,266.67	64,325.56	65,540.62
Level 1.2	58,707.18	59,842.85	61,642.53	62,834.99	64,897.76	66,125.99
Level 2.1	59,236.26	60,384.10	62,198.07	63,403.31	65,469.97	66,711.36
Level 2.2	59,754.46	60,914.47	62,742.18	63,960.19	66,030.39	67,284.95
Level 3.1	60,272.65	61,444.83	63,286.28	64,517.08	66,590.82	67,858.54
Level 3.2	60,797.89	61,981.61	63,837.79	65,080.69	67,158.87	68,439.06
Level 4.1	61,323.13	62,518.38	64,389.29	65,644.30	67,726.92	69,019.57
Level 4.2	61,941.89	63,189.66	65,038.99	66,349.14	68,396.11	69,745.57
Level 5.1	62,560.65	63,860.94	65,688.68	67,053.99	69,065.30	70,471.56
Level 5.2	63,124.01	64,449.26	66,280.21	67,671.73	69,674.57	71,107.83
Level 5.3	63,687.37	65,037.58	66,871.73	68,289.46	70,283.84	71,744.09
Level 5.4	64,250.72	65,625.90	67,463.26	68,907.19	70,893.11	72,380.36
Level 6.1	64,814.08	66,214.22	68,054.78	69,524.93	71,502.38	73,016.62
Level 6.2	65,386.40	66,799.37	68,655.72	70,139.34	72,121.34	73,649.47
Level 6.3	65,958.71	67,384.53	69,256.65	70,753.76	72,740.30	74,282.32
Level 6.4	66,531.03	67,969.69	69,857.58	71,368.17	73,359.26	74,915.16
Level 7.1	67,103.35	68,554.84	70,458.51	71,982.58	73,978.22	75,548.01
Level 7.2	67,629.55	69,092.88	71,011.03	72,547.53	74,547.31	76,129.90
Level 7.3	68,155.75	69,630.93	71,563.54	73,112.47	75,116.39	76,711.80
Level 7.4	68,681.95	70,168.97	72,116.05	73,677.42	75,685.48	77,293.69
Level 8.1	69,208.15	70,707.01	72,668.56	74,242.36	76,254.57	77,875.58
Level 8.2	69,878.16	71,391.94	73,372.07	74,961.53	76,979.18	78,616.33

Level 8.3	70,548.16	72,076.86	74,075.57	75,680.70	77,703.78	79,357.08
Level 8.4	71,218.16	72,761.79	74,779.07	76,399.87	78,428.39	80,097.82
Level 9.1	71,888.17	73,446.71	75,482.57	77,119.04	79,153.00	80,838.57
Level 9.2	72,607.05	74,181.18	76,237.40	77,890.24	79,930.47	81,632.89
Level 9.3	73,325.93	74,915.64	76,992.22	78,661.43	80,707.94	82,427.22

SCHEDULE 3 – SALARY SCALES – STREAM C

YEAR 1

YEAR 2

YEAR 3

Level	STREAM C		STREAM C		STREAM C	
	2024		2025		2026	
	5 Weeks	4 Weeks	5 Weeks	4 Weeks	5 Weeks	4 Weeks
Eng Trades C10	62,560.88	63,860.94	65,688.92	67,053.99	69,065.54	70,471.56
Eng Trades C9.1	63,147.38	64,509.17	66,304.75	67,734.63	69,699.85	71,172.62
Eng Trades C9.2	64,024.04	65,405.60	67,225.24	68,675.88	70,647.95	72,142.11
Eng Trades C9.3	64,900.69	66,302.03	68,145.72	69,617.13	71,596.05	73,111.60
Eng Trades C8.1	66,653.99	68,094.90	69,986.69	71,499.64	73,492.24	75,050.58
Eng Trades C8.2	67,292.47	68,747.93	70,657.09	72,185.32	74,182.75	75,756.83
Eng Trades C8.3	67,930.94	69,400.96	71,327.49	72,871.00	74,873.26	76,463.08
Eng Trades C8.4	68,569.41	70,053.98	71,997.88	73,556.68	75,563.77	77,169.33
Eng Trades C7.1	69,207.89	70,707.01	72,668.28	74,242.36	76,254.28	77,875.58
Eng Trades C7.2	69,749.65	71,260.95	73,237.13	74,824.00	76,840.19	78,474.67
Eng Trades C7.3	70,562.29	72,091.86	74,090.40	75,696.45	77,719.06	79,373.29
Eng Trades C7.4	72,458.44	74,030.64	76,081.37	77,732.17	79,769.76	81,470.08
Eng Trades C6.1	74,625.48	76,246.39	78,356.76	80,058.70	82,113.41	83,866.42
Eng Trades C6.2	75,271.36	76,906.21	79,034.92	80,751.52	82,825.98	84,594.07
Eng Trades C6.3	75,917.23	77,566.03	79,713.09	81,444.33	83,510.43	85,293.62
Eng Trades C6.4	76,491.12	78,152.54	80,315.68	82,060.17	84,131.10	85,927.93
Plumber Lev 6.1 / BT 1.1	64,587.17	65,982.41	67,816.53	69,281.53	71,256.98	72,765.92
Plumber Lev 6.2 / BT 1.2	65,175.39	66,583.79	68,434.16	69,912.98	71,893.13	73,416.32
Plumber Lev 6.3 / BT 1.3	65,763.60	67,185.17	69,051.78	70,544.43	72,529.29	74,066.71
Plumber Lev 6.4 / BT 1.4	66,351.82	67,786.55	69,669.41	71,175.88	73,165.44	74,717.11
Plumber Lev 7.1 / BT 2.1	67,528.25	68,989.32	70,904.66	72,438.79	74,437.75	76,017.90

Plumber Lev 7.2 / BT 2.2	68,116.39	69,590.87	71,522.21	73,070.41	75,073.82	76,668.47
Plumber Lev 7.3 / BT 2.3	68,704.53	70,192.42	72,139.75	73,702.04	75,709.89	77,319.05
Plumber Lev 7.4 / BT 2.4	69,292.66	70,793.96	72,757.30	74,333.66	76,345.96	77,969.62
Plumber Lev 8.1 / BT 3.1	70,468.94	71,997.06	73,992.38	75,596.91	77,618.10	79,270.77
Plumber Lev 8.2 / BT 3.2	71,173.62	72,717.03	74,732.31	76,352.88	78,380.23	80,049.41
Plumber Lev 8.3 / BT 3.3	71,878.31	73,437.00	75,472.23	77,108.85	79,142.35	80,828.06

SCHEDULE 4 – SALARY SCALES – STREAM B MECC EMPLOYEES

YEAR 1

YEAR 2

YEAR 3

	STREAM B MECC		STREAM B MECC		STREAM B MECC	
	2024		2025		2026	
Level	5 Weeks	4 Weeks	5 Weeks	4 Weeks	5 Weeks	4 Weeks
Level 1	50,730.59	51,687.62	53,267.12	54,272.00	56,271.08	57,306.11
Level 1.1	51,577.99	52,553.25	54,156.89	55,180.92	57,187.54	58,242.29
Level 1.2	52,440.15	53,433.95	55,062.16	56,105.65	58,119.98	59,194.77
Level 1.3	53,318.90	54,333.82	55,984.84	57,050.51	59,070.34	60,167.98
Level 1.4	54,217.40	55,250.83	56,928.27	58,013.37	60,042.07	61,159.73
Level 2	54,305.77	55,341.90	57,021.06	58,109.00	60,137.64	61,258.22
Level 2.1	55,451.96	56,514.34	58,224.56	59,340.06	61,377.25	62,526.21
Level 2.2	56,628.02	57,716.91	59,459.42	60,602.75	62,649.15	63,826.79
Level 2.3	57,822.67	58,938.65	60,713.80	61,885.59	63,941.17	65,148.10
Level 2.4	59,058.55	60,201.49	62,011.48	63,211.56	65,277.77	66,513.86
Level 3	60,270.59	61,439.67	63,284.12	64,511.65	66,588.59	67,852.95
Level 3.1	61,566.08	62,738.72	64,644.39	65,875.66	67,989.67	69,257.88
Level 3.2	62,893.73	64,237.91	66,038.42	67,449.80	69,425.52	70,879.25
Level 3.3	64,381.72	65,771.94	67,600.81	69,060.53	71,034.78	72,538.30
Level 3.4	65,919.86	67,344.32	69,215.85	70,711.53	72,698.28	74,238.83
Level 4	67,417.21	68,875.61	70,788.07	72,319.39	74,317.66	75,894.92
Level 4.1	69,033.12	70,526.38	72,484.78	74,052.70	76,065.27	77,680.23
Level 4.2	70,686.31	72,218.97	74,220.63	75,829.92	77,853.20	79,510.77
Level 4.3	72,383.33	73,954.35	76,002.50	77,652.06	79,688.53	81,387.57
Level 4.4	74,121.45	75,730.81	77,827.52	79,517.35	81,568.29	83,308.82
Level 5	75,914.50	77,564.61	79,710.22	81,442.84	83,507.48	85,292.08
Level 5.1	77,741.48	79,433.70	81,628.56	83,405.39	85,483.36	87,313.50

Level 5.2	79,611.55	81,346.45	83,592.13	85,413.78	87,505.84	89,382.14
Level 5.3	81,532.27	83,310.24	85,608.88	87,475.75	89,583.10	91,505.97
Level 5.4	83,498.02	85,320.25	87,672.92	89,586.26	91,709.06	93,679.80
Level 6	85,416.09	87,280.29	89,686.89	91,644.31	93,783.45	95,799.59
Level 6.1	87,478.54	89,391.50	91,852.47	93,861.08	96,013.99	98,082.86
Level 6.2	89,595.30	91,554.60	94,075.07	96,132.33	98,303.27	100,422.25
Level 6.3	91,762.78	93,772.10	96,350.91	98,460.70	100,647.39	102,820.48
Level 6.4	93,986.46	96,045.75	98,685.78	100,848.04	103,052.31	105,279.43

SCHEDULE 5 – SIGNATORIES

Signed for and on behalf of **Mackay Regional Council:**

Name: David McKendry

Position Held: Acting CEO

Signature:

Date signed: 28/02/2025

Signed in the presence of:

Witness Name: Katrina Hoare

Witness Signature:

Date signed: 28/02/2025

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

Name: Neil Henderson

Position Held: Secretary

Signature:

Date signed: 13/02/2025

Signed in the presence of:

Witness Name: John Donaghy

Witness Signature:

Date signed: 13/02/2025

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

Name: Stacey Schinnerl

Position Held: Secretary

Signature:

Date signed: 17/02/2025

Signed in the presence of:

Witness Name: Melinda Chisholm

Witness Signature:

Date signed: 17/02/2025

Signed for and on behalf of **Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees Electrical Trades Union:**

Name: Rohan Webb

Position Held: State Secretary

Signature:

Date signed: 20/02/2025

Signed in the presence of:

Witness Name: Melissa McAllister

Witness Signature:

Date signed: 20/02/2025

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

Name: Paul Dunbar

Position Held: IR Co-Ordinator

Signature:

Date signed: 21/02/2025

Signed in the presence of:

Witness Name: Emma Eaves

Witness Signature:

Date signed: 21/02/2025

Signed for and on behalf of **The Electrical Trades Unions of Employees, Queensland:**

Name:

Position Held:

Signature:

Date signed:

Signed in the presence of:

Witness Name:

Witness Signature:

Date signed:

Signed for and on behalf of **The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees:**

Name:

Position Held:

Signature:

Date signed:

Signed in the presence of:

Witness Name:

Witness Signature:

Date signed:

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

Name: Gary O'Halloran

Position Held: State Secretary

Signature:

Date signed: 18/02/2025

Signed in the presence of:

Witness Name: Shari Charrington

Witness Signature:

Date signed: 18/02/2025