

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

Burdekin Shire Council

AND

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

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

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

Queensland Services, Industrial Union of Employees

The Australian Workers' Union of Employees, Queensland

*(Matter No. CB/2021/52)*

**BURDEKIN SHIRE COUNCIL CERTIFIED AGREEMENT 2021**

**Certificate of Approval**

On 5 November 2021, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** **BURDEKIN SHIRE COUNCIL CERTIFIED AGREEMENT 2021**

**Parties to the Agreement:**

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

**Operative Date:** 5 November 2021

**Nominal Expiry Date:** 30 June 2024

**Previous Agreement:** *Burdekin Shire Council Certified Agreement 2018*

**Termination Date of  
Previous Agreement:** 5 November 2021

By the Commission

J.W. MERRELL  
Deputy President

5 November 2021

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## **1.0 Title**

BURDEKIN SHIRE COUNCIL CERTIFIED AGREEMENT 2021

## **2.0 Parties Bound**

2.1 This Agreement shall apply to, and be binding on, Burdekin Shire Council (Council) and the following Unions and their members:

- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMWU);
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU);
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees (PU);
- Queensland Services, Industrial Union of Employees (TSU);
- The Australian Workers' Union of Employees, Queensland (AWU);

## **3.0 Application**

3.1 This Agreement shall apply to all employees of Council except the Chief Executive Officer and any other Senior Officers or existing contracted positions, where the parties have entered into a contract of employment which provides that this Agreement, (or any predecessor), does not apply.

## **4.0 Date and Period of Operation**

4.1 This Agreement shall commence from the date of certification by the Queensland Industrial Relations Commission and shall continue to have effect until its nominal expiry date of 30 June 2024, or until varied or terminated in accordance with applicable legislation at that time.

4.2 Where the Agreement is not varied or terminated in accordance with the applicable legislation it shall continue to have effect after its expiry date until terminated or replaced.

## **5.0 Renegotiation**

5.1 The parties undertake to commence discussions for renegotiation of a new Certified Agreement at least six months prior to the nominated expiry date and endeavour to finalise a new Certified Agreement prior to the nominated expiry date.

5.2 Prior to the commencement of negotiation of a new certified agreement, the composition of the negotiating parties will be discussed and established by the parties bound by the Agreement as detailed at clause 2.

## **6.0 Relationship with Awards**

6.1 This Agreement shall be wholly read and interpreted in conjunction with the terms of the parent awards as listed below:

- (a) Queensland Local Government Industry (Stream A) Award - State 2017 (2017 Award Stream A)
- (b) Queensland Local Government Industry (Stream B) Award - State 2017 (2017 Award Stream B)
- (c) Queensland Local Government Industry (Stream C) Award - State 2017 (2017 Award Stream C),  
(Collectively referred to as the 2017 Awards)
- (d) Training Wage Award – State 2012

- 6.2 Where there is any inconsistency, this Agreement will take precedence to the extent of the inconsistency.

## **7.0 No Extra Claims**

- 7.1 The parties to this Agreement agree that during the life of this Agreement, no further or additional claims will be made by any party in relation to wages/salary and the terms and conditions of employment.

## **8.0 Objectives of the Agreement**

- 8.1 The objectives of this Agreement are to:

- Establish the working conditions and remuneration of the employees of Council for the period of operation of the Agreement.
- Encourage the involvement of the senior management team, employees, and their unions in the development of more efficient work practices and quality improvement.
- Develop and maintain a workforce that will effectively contribute to the economic development and social wellbeing of the Shire.
- Pursue "best practice" in all areas of the operation of Council.
- Develop a team approach and co-operative working environment.
- Reach an agreement which does not result in a reduction of the employees' entitlements or protections when considered as a whole.

## **9.0 Employment Security**

- 9.1 The parties are committed to optimising the employment security of employees by:

- Taking steps to ensure Council has the benefit of a stable and committed workforce;
- Training and developing employees' levels of skill and ability and providing retraining when necessary;
- Providing an environment which supports career development and equal employment opportunity;
- Continuing to manage Council's workforce to minimise the need for involuntary labour reductions;
- Reviewing its contracting arrangements prior to any redundancy where the skill requirements of the redundant positions are the same as those of the contractors.

## **10.0 Consultation and Communication**

- 10.1 The parties are committed to a consultation process that fosters a positive organisational culture.
- 10.2 Council will consult with employees as required by s 198 (a) of the *Industrial Relations Act 2016* in a manner that enables the employer to properly consider the views of employees and relevant employee organisations before making a final decision. The consultation provisions and processes to be followed are set out in Schedule A to this Agreement.

## **11.0 Joint Consultative Committee**

- 11.1 The purpose of Council's joint consultative committee (JCC) is to enable a consultative and information sharing forum comprising of management representatives, employee union delegates and their Union/s, to consult and discuss matters arising from the Certified Agreement.

- 11.2 It is anticipated that the JCC will meet quarterly, or by request, where agenda items are submitted 2 weeks prior for discussion. Meetings will be held during paid working time.
- 11.3 As soon as practicable following certification of this Agreement, the JCC is to form and a terms of reference will be developed, within the parameters of this clause.
- 11.4 The JCC will be comprised of:
- management representatives, as determined by the Chief Executive Officer, including the Human Resources (HR) Coordinator (or appropriate delegate) to oversee and provide advice.
  - a union representative from each Union, party to the Agreement; and
  - union delegates from each Union, party to the Agreement, with a maximum of 2 delegates per Union.
- 11.5 Employees are encouraged in the first instance to discuss any workplace concerns with their direct Supervisor or Manager, where possible. Where required, an employee covered by the Agreement may escalate a matter pertaining to the Certified Agreement, to the JCC via a committee representative.
- 11.6 'Consultation', for the purpose of this clause, shall be in accordance with the consultation provisions of this Agreement (clause 10) and shall enable Council to properly consider the views of employees and the relevant Union or Unions before making or a final decision. Consultation does not require mutual agreement on the Council's course of action.

## **12.0 Contracting Out**

- 12.1 It is Council's preferred option to utilise and promote the use of its existing "in house" permanent Council employees for the undertaking of Council's works, services and operations. During the life of this Agreement, Council will minimise the contracting out or leasing of any Council functions currently provided by Council's existing permanent workforce.

The parties acknowledge that Council may seek to contract/outsource/lease works and services in the following circumstances:

- in the event of staff shortages; or
  - the lack of available infrastructure/equipment or capital or the cost of providing technology; or
  - to meet contractual or funding obligations/limitations; or
  - extraordinary or unforeseen circumstances; or
  - it can be clearly demonstrated that it is in the public interest that such services should be contracted out; or
  - where Council's own permanent workforce and plant has been utilised and optimised in the first instance wherever practicable.
- 12.2 Council recognises the importance of consulting with employees and their unions and will comply with its consultation obligations as required under clause 10 and Schedule A of this Agreement.

## **13.0 Dispute Resolution**

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

## **14.0 Remuneration**

- 14.1 Payment of wages/salary shall be made fortnightly and wages/salary shall be paid by way of electronic funds transfer (EFT) to a financial institution with EFT facilities nominated by the employee.
- 14.2 Employees are required to fill in a timesheet on a daily basis. If a timesheet is not received in the allotted time as directed by Council, then the employee will be paid their relevant rate as per this Agreement. Any additional allowances or overtime will be paid in the next pay period.
- 14.3 Employees engaged under this Agreement will be paid the wage/salary levels prescribed in Schedule C and D of this Agreement from the date of operation of this Agreement.
- 14.4 Wages/salary rates during the term of this Agreement shall be increased as set out below:
- effective 1 July 2021 – 1.50% or \$20/week whichever is greater
  - effective 1 July 2022 – 1.75% or \$22/week whichever is greater
  - effective 1 July 2023 – 2.00% or \$25/week or CPI\* (March 2023) whichever is greater

(\*) Australian Bureau of Statistics Consumer Price Index Australia, All Groups

## **15.0 Superannuation**

- 15.1 Council shall contribute on behalf of each employee, to a compliant superannuation fund of an employee's choosing, an amount as specified in the *Local Government Act 2009* (Qld) (as amended), in accordance with the *Superannuation Guarantee (Administration) Act 1992*. Council commits to making superannuation contributions on all ordinary time earnings, which attract superannuation in accordance with applicable legislation, including where an employee earns less than the \$450 / month threshold.

## **16.0 Workers Compensation Top Up Payment**

- 16.1 Where a period of workers compensation for an incapacitated employee exceeds 26 weeks, the employee may request approval from Council to access accrued personal leave entitlements to 'top up' the payments received by the workers compensation insurer to 100% of their pre-injury base salary, as contained in Schedule C of this Agreement. Access to accrued personal leave balances for this purpose is contingent on:
- Top up payments applying 26 weeks following the incapacitated employee's approved workers compensation commencing; and
  - An employee maintaining a minimum 4 weeks accrued personal leave balance.
- 16.2 In special circumstances an employee may apply to the CEO to exercise discretion to allow access to personal leave entitlements below the 4 week balance.

## **17.0 Salary Progression from Level 1 to 2 – 2017 Award Stream A**

- 17.1 Employees engaged in a level one position will progress to level two as their competency and skills are increased and utilised exceeding that of a level one position.



## **18.0 Rates of Pay (Trainees and Apprentices)**

- 18.1 Trainees and Apprentices shall be paid the applicable rates of pay as identified in Schedule C and D to this Agreement.
- 18.2 In addition to these rates, Trainees and Apprentices will be paid the wage increases as identified in this Agreement.
- 18.3 Award increases will no longer apply to Trainees and Apprentices unless those increases allow for a greater rate of pay than this Agreement.

## **19.0 Probationary Period**

- 19.1 All new employees will be subject to a three month probationary period. However, should performance or conduct issues be identified in the first three months of employment, the probation period may be extended for a further 3 months, with written notice. Where an employee is absent for a period in excess of 2 weeks leave during the probationary period, Council may extend the probationary period by the period of that absence. An extension to the probationary period will not exceed 6 months in total.
- 19.2 During the probationary period either party may terminate the employment by giving one weeks' notice or payment in lieu. In the event an employee fails to provide the requisite notice Council may deduct up to one week's pay from any monies owing to the employee.

## **20.0 Recruitment**

- 20.1 Council will advise all employees of all advertised positions it seeks to fill by placing details on Council notice boards and emailing details of these positions to the 'All Staff' email address and for employees who do not have a Council email address, to the email address provided for delivery of electronic payslips, to encourage internal applicants.

## **21.0 Basis of Employment**

- 21.1 An employee may be employed by Council on a full-time, part-time, casual, temporary or maximum term basis as provided for in the relevant Award.
- 21.2 At the time of engagement of a part-time employee, Council and the part-time employee will agree in writing on the number of ordinary hours to be worked per week and the usual days and times to be worked. However, this can be modified at any time by mutual agreement in writing between Council and the relevant part-time employee to suit the operational requirements of Council or at the request of the employee, with such agreement not to be unreasonably withheld.
- 21.3 A part-time employee may, subject to agreement and reasonable notice, be requested to work additional hours, up to the daily/fortnightly ordinary hours of a full-time employee, in which case the additional hours worked will be paid as ordinary time. All work performed by a part-time employee that is outside the ordinary hours of a full-time employee shall be paid at the applicable overtime rate or accumulated as Time Off in Lieu (TOIL).
- 21.4 A part-time employee shall be engaged for a minimum of three hours per week.
- 21.5 A casual employee shall be engaged for a minimum of three hours per engagement. A casual loading of 25% (Stream A, B & C) is paid instead of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.

## 21.6 Casual conversion

- (a) A casual employee may, on the completion of six months' regular and systematic service, request that Council convert their employment to full-time or part-time employment.
- (b) In determining if the casual employee's employment is to be converted to full-time or part-time, Council will consider whether a reasonable expectation of ongoing employment exists and the operational requirements of Council.
- (c) Where a casual employee's employment is to be converted to full-time or part-time employment, the hours of work will be determined according to the pattern of ordinary hours worked by the casual employee in the preceding six months period or as otherwise mutually agreed in writing.

## 22.0 Hours of Work

- 22.1 Employees will work the hours of work prescribed in the 2017 Awards except as otherwise provided for under this Agreement or under a Local Area Work Agreement (LAWA), Major Projects Agreement (MPA) or Individual Flexibility Agreement (IFA).
- 22.2 Employees under the 2017 Award Stream A  
Employees under the 2017 Award Stream A will work seventy two and a half hours per fortnight.
- 22.3 Employees under the 2017 Award Stream B & C  
Employees under the 2017 Award Stream B and the 2017 Award Stream C will work seventy six hours per fortnight.
- 22.4 All full-time employees shall work a nine-day fortnight and receive a Rostered Day Off (RDO) unless specified in clause 22.5.
- 22.5 In circumstances where a position becomes vacant or a new position is created and Council identifies, on a reasonable objective basis, that there is a need for that position to work a different work pattern, following consultation with the relevant employee organisation in accordance with clause 10 of this Agreement, the position may be required to work an alternative work pattern other than specified in clause 22.4.
- 22.6 Where possible an employee will be given thirty days' notice of a change in the regular rostered day off. An employee and their Supervisor may negotiate for RDO's to be taken on a day other than Monday or Friday with such agreements to be in writing.
- 22.7 Unless otherwise agreed, an employee's workplace location will be as specified in their letter of offer or an alternative location by written notice.

## 23.0 Days on which Ordinary Hours can be Worked

- 23.1 The days on which ordinary hours can be worked for employees, other than those specified in clauses 23.2 or 23.3, is Monday to Friday.
- 23.2 The days on which ordinary hours can be worked for employees employed in Community Development (including Theatre and Memorial Hall), Compliance and Transfer Stations is Monday to Sunday.

- 23.3 Should Council obtain an additional function/area of responsibility and it identifies, on a reasonably objective basis, that an ordinary roster on a Saturday or Sunday is required, following consultation with the relevant employee organisation, in accordance with clause 10 of this Agreement, the days on which ordinary hours can be worked will be Monday to Sunday.
- 23.4 Ordinary hours worked on a Saturday shall be paid at 1.5 times the applicable ordinary rate of pay. Ordinary hours worked on a Sunday shall be paid at 2 times the applicable ordinary rate of pay.

## **24.0 Span of Ordinary Hours**

- 24.1 The span of ordinary hours for all employees, other than those specified in clauses 24.2 to 24.5 shall be 6am to 6pm.
- 24.2 For employees engaged in the Community Development section (including Theatre and Memorial Hall) the span of ordinary hours of work will be between 6am and 12am, Monday to Sunday.
- 24.3 For employees engaged in work regarding compliance, the span of ordinary hours of work will be between 6am and 7pm, Monday to Sunday.
- 24.4 For employees engaged in the positions of Street Sweeper and Public Conveniences / Amenities, the span of ordinary hours of work shall be between 4am and 4pm and they shall be paid the applicable penalty rate between 4am and 6am.
- 24.5 Should Council obtain an additional function/area of responsibility and it identifies, on a reasonably objective basis, that a varied work pattern other than as specified in clause 24.1 is required, following consultation with the relevant employee organisation, in accordance with clause 10 of this Agreement, the span of ordinary hours of work may be between 6am and 12am, Monday to Sunday.

## **25.0 Overtime**

- 25.1 Where overtime is payable it will be paid in accordance with the provisions of the applicable Award except as provided in this Agreement.
- 25.2 2017 Award Stream A
- (a) Monday to Friday – one and a half times the applicable ordinary rate.
  - (b) Saturday and Sunday – double the applicable ordinary rate, with a minimum payment of 3 hours at the applicable overtime rate.
- 25.3 2017 Award Streams B and C
- (a) Monday to Friday – one and a half times the applicable ordinary rate for the first three hours worked, double time the applicable ordinary rate thereafter where work is to continue beyond 3 hours.
  - (b) Saturday and RDO's – one and a half times the applicable ordinary rate for the first three hours worked, double time the applicable ordinary rate thereafter where work is to continue beyond 3 hours, with a minimum payment of 3 hours at the applicable overtime rate.
  - (c) Sunday – double the applicable ordinary rate, with a minimum payment of 3 hours at the applicable overtime rate.

- 25.4 Where practicable and applicable, if Council requires additional work to be performed it will make reasonable efforts to offer overtime work to Council employees before engaging external contractors to perform the work.

## **26.0 Meal Breaks during Overtime**

- 26.1 An employee required to continue work after the normal ceasing time on any day shall be entitled to a 30 minute paid meal break after 2 hours' overtime where work is to continue beyond 2 hours.

After each further period of 4 hours' overtime on the same day, the employee shall be allowed 45 minutes for a paid meal break where work is to continue beyond that 4 hour period.

- 26.2 In all other circumstances an employee shall be entitled to a paid meal break of 30 minutes after 5 hours of overtime where the employee is required to work beyond the fifth hour.

A further paid meal break of 45 minutes shall be provided after each additional period of 4 hours where the employee is required to work beyond that 4 hour period.

- 26.3 At each paid break mentioned in clauses 26.1 and 26.2 the employee concerned, shall be paid a meal allowance.

## **27.0 Wet Weather / Working in the Rain**

- 27.1 All time lost through wet weather will be paid for provided that the employee reports for work and is ready and willing to perform any work or undertake any training required by Council.

- 27.2 All employees must wear appropriate Personal Protective Equipment (PPE) including wet weather gear. Employees should not work in the rain unless authorised by their Supervisor. Where an employee is so authorised to perform work in the rain and by so doing gets clothing wet the employee shall be paid double time for all work so performed. Such payment shall continue until the employee finishes work or until the clothing dries or is able to be changed whichever is earlier. Employees are required to change into dry clothing as soon as practicable. Where the employee has not been authorised to perform work in the rain, no payment shall be made.

## **28.0 Higher Duties – Employees engaged under the 2017 Award Stream A**

- 28.1 Any higher duties must be approved by the relevant Manager.
- 28.2 When an employee is engaged wholly or mainly on duties other than those of the employee's usual grade or classification for four or more days at a time, the employee shall be paid the first increment level of the employee being relieved.
- 28.3 Where an employee is not engaged wholly or mainly in duties of a higher level but is engaged in some duties of a higher level other than those of the employee's usual grade or classification for 4 or more days at a time, the employee's additional tasks shall be recognised by payment at a higher level than their normal level of pay for the time so worked.

## **29.0 Higher Duties – Employees engaged under the 2017 Award Stream B and C**

- 29.1 Any higher duties must be approved by the relevant Supervisor/Manager.

- 29.2 An employee who is required to perform duties at a higher level than their usual classification/wage level shall be paid as follows:
- a) If required to work more than 4 hours on any day – at the rate applicable to such higher level for the whole of that day;
  - b) If required to work for more than 1 hour, but less than 4 hours on any day – at the rate applicable to such level for 4 hours.

## **30.0 Ten Hour Break Rule**

- 30.1 When overtime work is requested by Council, it will be arranged where possible for employees to have at least ten (10) consecutive hours off duty between work of consecutive days.
- 30.2 Subject to clause 30.3, an employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty does occur without loss of pay for ordinary working time occurring during such absence.
- 30.3 For employees who attend callouts, recalls or perform remote work, the 10 hour consecutive break will only apply if the employee works any of the following scenarios between the hours of 10pm and 4am.
- 2 or more call outs of less than 2 hours duration
  - 1 or more call outs of 2 or more hours duration
  - 4 or more remote work incidents. Where multiple remote work incidents occur within the same 30 minute period, those incidents will be considered as a single remote work incident for calculation purposes.
- 30.4 If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty, in accordance with subclause 30.2 and 30.3, the employee shall be paid double time until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
- 30.5 In the circumstance where an employee is instructed to resume or continues work without having 10 consecutive hours off duty in accordance with subsection 30.4, the employee will be regularly monitored by their direct supervisor, or delegate, to ensure they remain fit for duty, in accordance with fatigue management processes. The employee will also be responsible for self-monitoring and reporting any fatigue concerns to their direct supervisor, or delegate.
- 30.6 Supervisors shall have the discretion of allowing employees an additional paid rest period in circumstances where the 10 hour break rule does not apply and there are genuine concerns for the employees fatigue.

## **31.0 Remote Work**

- 31.1 If an employee is not required to leave home / present to a work location to attend to a work matter that may be handled for example handled by phone or laptop, they will be paid a minimum of thirty minutes at the applicable overtime rate. This minimum payment applies regardless of whether the

employee is in receipt of on-call allowance or not. Should the employee be required to respond to a further work matter, within the initial 30 minute minimum period, no further payments will be made.

## **32.0 Recall to Work**

32.1 If an employee is not being paid an on-call allowance and is recalled to work overtime on one of their ordinary working days, the employee shall be entitled to a minimum payment of:

- a) 3 hours at the applicable overtime rate for Stream A employees; or
- b) 4 hours at the applicable overtime rate for Stream B and C employees

32.2 Any subsequent call outs will not incur the minimum payment and will be paid at the applicable overtime rate for actual time worked.

32.3 Where an employee is recalled to attend to a further call out, within the initial minimum payment period, no further payments will be made. Minimum payments will not apply where the overtime worked is in connection with the commencement or end of an employee's ordinary work day.

## **33.0 On Call / Call Outs**

33.1 An employee who is on-call and being paid the on-call allowance shall be entitled to a minimum payment equivalent to three ordinary hours for the first call out. The minimum payment shall only apply to the first call out. Any subsequent call outs will be paid for at the time worked.

33.2 To be eligible to receive the on-call allowance an employee directed to remain on call must be able to be contacted, be in a fit state to perform work and be able to respond within a reasonable timeframe.

33.3 For employees employed under the 2017 Awards, Stream B and C, the following shall apply:

- (a) An employee who is directed to remain on call between Monday to Saturday, inclusive, during any day or night outside their ordinary working hours shall be paid \$27.50 for each day and/or night during which the employee remains on call.
- (b) An employee who is directed to remain on call on any Sunday or public holiday shall be paid for such Sunday or public holiday a sum equal to their pay for an ordinary working day of 8 hours subject to the following conditions:
  - (i) if the employee, whilst on call, is required to perform any work the employee shall be paid for the time so worked at the relevant overtime rate and the on call payment shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of 8 hours (e.g. if 2 hours overtime is worked, the on call payment shall be reduced by the equivalent of 2 hours' pay calculated at the employee's ordinary time rate); and
  - (ii) if the time worked by the employee at overtime rates is 8 hours or more, then the employee shall be entitled to receive payment for the time worked beyond 8 hours at the applicable overtime rate without any further reduction in the on call payment.

33.4 An employee employed under the 2017 Award Stream A who is directed to remain on call between Monday to Sunday, inclusive, during any day or night outside their ordinary working hours shall be paid \$37.50 for each day and/or night during which the employee remains on call.



### **34.0 Time Off in Lieu (TOIL)**

- 34.1 If approved to work additional hours, an employee may request for TOIL to be accumulated instead of being paid overtime and for the hours to be taken at a time mutually agreed.
- 34.2 TOIL will accrue at the rate of one hour for each hour worked.
- 34.3 Any TOIL accumulated by employees, including Level 6 and above Stream A Award employees, in excess of twenty four hours will be paid out at the overtime rate of time and a half. Upon written request from an employee, Supervisors may authorise the accumulation of TOIL in excess of twenty four hours.
- 34.4 On a case by case basis, Supervisors may authorise part-time employees to accumulate minimal amounts of TOIL prior to the employee exceeding the daily/fortnightly ordinary hours worked by a full-time employee.
- 34.5 Employees are to reduce accumulated TOIL hours to 1 day prior to taking annual or long service leave.

### **35.0 Rostered Days Off (RDO)**

- 35.1 When requested by Council to overcome a specific or exceptional circumstance, employees can be requested and only by agreement work on a RDO.
  - a) For employees under the 2017 Award Stream A such time worked will be accumulated as "Banked RDO hours".
  - b) For employees under the 2017 Award Stream B and 2017 Award Stream C shall be paid for working their RDO at the applicable overtime rates or may elect to accumulate the hours as "Banked RDO hours".
- 35.2 Banked RDO's are to be taken by the employee, up to the maximum accrued, at a mutually agreed time between Council and the employee.
- 35.3 Any Banked RDO hours accrued by an employee in excess of 40 hours, will be paid at the overtime rate of time and a half.
- 35.4 Employees are to reduce Banked RDO hours to 2 days prior to taking annual or long service leave.

### **36.0 Allowances**

#### **36.1 Uniform Laundering Allowance**

If Uniform Laundering Allowance is payable to an employee under the 2017 Awards Stream A, B or C, the employee will be responsible for laundering the uniform and will be paid a laundering allowance of \$1.85 per week. Casual and part-time employees will be paid one fifth per day worked of the prescribed uniform laundering allowance.

#### **36.2 Uniform Allowance**

Council will provide front desk officers with a Uniform Allowance of \$150 per year, with an upfront allowance of \$500 and managed in accordance with the Corporate Dress/Presentation Operational Standard as amended/varied from time to time.

### 36.3 Locality Allowance

Where Locality Allowance is payable to an employee it shall be payable at the rate applicable to the location of Ayr, which is currently \$64.30 per fortnight (based on full entitlement).

### 36.4 Live Sewer Allowance

The Live Sewer Work Allowance contained in 2017 Award Stream B shall apply to all employees provided that such work that is carried out is in accordance with the provisions of 2017 Award Stream B - Live Sewer Work Allowance.

### 36.5 Other Allowances

All allowances, which historically increased annually in accordance with the state wage decision, will increase in accordance with the relevant percentage wage increase specified at clause 14.4 of this agreement.

## 37.0 Provision of Additional Work Shirts

- 37.1 Where Council determines that an employee's regular work pattern, including rostered on-call and overtime, warrants the supply of extra work shirts, the employee shall be issued additional shirts, up to a maximum of 7.

## 38.0 Apprentice Tool Allowance

- 38.1 After 12 months of service an apprentice as defined under the *Order – Apprentices' and Trainees; Wages and Conditions (excluding certain Queensland Government Entities) 2003* as amended/varied from time to time, shall be entitled to a tool allowance to the value of the allowance stated in the Order (ex GST) per year of service. For Apprentice Diesel Fitters the amount shall be \$1,800 over 4 years.
- 38.2 After 12 months of service the Council, in consultation with the apprentice, will purchase in advance the tools and tool box on the apprentice's behalf. The total tool allowance may be used at this time. The costs associated with this purchase are to be deducted from the apprentice's tool allowance.
- 38.3 Should the cost of tools and tool box exceed the value of the allowance, the apprentice shall, at the time of purchase, reimburse Council the amount exceeding the value of the allowance.
- 38.4 Should an apprentice resign or have his/her apprenticeship cancelled by Council, the apprentice shall reimburse Council for any monies outstanding to the maximum value of the allowance, less any tool allowance paid.
- 38.5 This allowance is in addition to any Government allowance provided for the purchase of tools.

## 39.0 Major Projects Agreements (MPA)

- 39.1 Major projects are important and significant planned pieces of work or activities carried out over a period of particular time to achieve a particular purpose but would not include day to day projects and would normally include a requirement for a change in work patterns.



- 39.2 For major projects the ordinary hours of work and span of hours shall be by mutual written agreement between Council and the employee/s taking into account the needs of the project and to give flexibility for the workforce. The parties agree to consider the following but not limited to:
- Spreading ordinary hours over seven days;
  - Ordinary hours at any time over the day.
- 39.3 The following process will be followed:
- Council will confer with relevant employees to identify those employees who are prepared to consider changing their ordinary hours of work and span of hours;
  - Directly affected employees, relevant employee organisations and Council will consult, in accordance with clause 10 of this Agreement, and agree on arrangements to be implemented;
  - The arrangements need to meet the operational requirements of Council;
  - Agreement needs to be obtained from more than seventy five percent of affected employees;
  - Both parties agree to genuinely consider any reasonable agreement proposed.
- 39.4 Where established, MPA's will be read in conjunction with the relevant Awards and this Agreement.
- 39.5 The terms of an MPA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement and signed by Council and the relevant employees.

## **40.0 Individual Flexibility Agreements (IFA)**

- 40.1 To meet the needs of Council and an individual employee, Council and an employee may enter into an IFA to vary the terms of this Agreement.
- 40.2 The following process will be followed:
- The employee, the relevant employee organisation and Council will consult, in accordance with clause 10 of this Agreement, and agree on arrangements to be implemented;
  - The arrangements need to meet the operational requirements of Council; and
  - Both parties agree to genuinely consider any reasonable agreement proposed.
- 40.3 The terms of an IFA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement, and signed by Council and the employee and must not, on balance, result in an overall reduction in the entitlements or protections the employee has under this Agreement and are only about matters required or permitted to be in this Agreement.

## **41.0 Local Area Work Agreements (LAWA)**

- 41.1 The parties recognise the value and benefit in providing for a process that enables Council, workgroups or individuals to develop and implement flexible working arrangements suited to the needs of the workgroup and requisite work to be performed.
- 41.2 Where Council and relevant workgroups and individuals agree there is a need for flexible work agreements the following process will be followed:

- Directly affected employees, relevant employee organisations and Council will consult, in accordance with clause 10 of this Agreement, and agree on arrangements to be implemented;
- The arrangements need to meet the operational requirements of Council;
- Agreement needs to be obtained from more than seventy five percent of affected employees;
- Both parties agree to genuinely consider any reasonable agreement proposed.

#### 41.3 Where established:-

- LAWA's will be read in conjunction with the relevant Awards and this Agreement;
- Council will consider, on a reasonable objective basis, any special circumstances which would genuinely prevent an employee, who did not vote in favour of the LAWA, from working in accordance with the LAWA.

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

### 42.0 Annual Leave

- 42.1 Full-time employees will be entitled to accrue twenty five days annual leave within a 12 month period.
- 42.2 Council will pay annual leave loading at 17.5% or as prescribed by applicable legislation.
- 42.3 Part-time employees will be entitled to accrue the proportionate equivalent based on hours worked of twenty five days annual leave within a 12 month period.
- 42.4 Annual leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.
- 42.5 Employees may request to cash out their annual leave in accordance with the provisions of the *Industrial Relations Act 2016* as amended/varied from time to time but must maintain a balance of four weeks.
- 42.6 An employee may only request to cash out annual leave instead of taking the leave on one occasion per calendar year.
- 42.7 Council encourages all employees to take their full complement of annual leave during each year of employment. Council shall consider annual leave accruals of more than 9 weeks to be excessive. Employees who exceed the excessive limits will be required to submit an appropriate leave plan to reduce their accrual balance to below the limits within an appropriate timeframe.

### 43.0 Long Service Leave

- 43.1 Full-time employees will accrue long service leave at the rate of 1.3 weeks per year of service.
- 43.2 Part-time and casual employees will be entitled to the proportionate equivalent of clause 43.1 based on their hours of work.

- 43.3 An employee may take their long service leave after seven years continuous service in accordance with their entitlement at that time.
- 43.4 In the case of an employee who has completed an initial period of seven years continuous service and who terminates that service, or who dies, or whose employment is terminated for any reason other than misconduct, then the appropriate accrual will be paid out.
- 43.5 An employee may be paid for all or part of their entitlement to long service leave instead of taking the leave on entering into a written agreement with Council to do so, with such payment to be made in the next fortnightly pay of the employee.
- 43.6 An employee may only request payment of all or part of their entitlement to long service leave instead of taking the leave on one occasion per calendar year.
- 43.7 Council encourages all employees to take their entitled long service leave. Council shall consider long service leave accruals of more than 20 weeks to be excessive. Employees who exceed the excessive limits will be required to submit an appropriate leave plan to reduce their accrual balance to below the limits within an appropriate timeframe.

#### **44.0 Personal / Carer's Leave**

- 44.1 Personal leave for full-time employees, other than casuals, shall accrue fortnightly from the commencement date of the employee at 15 days per annum, or the proportionate equivalent for part-time employees based on hours of work. No lump sum accrual shall occur at the beginning of each anniversary date of the employee.
- 44.2 An employee may take up to 10 days of sick leave each year on full pay (carer's leave) to care for or support –
- a) a person who is a member of the employee's immediate family or household –
    - i) when the person is ill; or
    - ii) because an unexpected emergency arises in relation to the person; or
  - b) a person who has experienced domestic violence.
- 44.3 An employee may be required to provide evidence of the illness to Council's satisfaction. When the absence is for more than two days the employee is required to provide a medical certificate or other reasonably acceptable evidence to Council's satisfaction about the nature or expected duration of the condition.
- 44.4 In cases where an employee's record of attendance at work deteriorates to a point where it can reasonably be deemed by Council to be unsatisfactory, the employee will be required to produce satisfactory evidence, which may include a doctor's certificate before payment of any sick leave is made.
- 44.5 Where the arrangement of ordinary working hours provides for an employee to be off on one or more days in a work cycle, sick leave shall not be payable where the employee is sick on such day or days off.
- 44.6 An employee's accumulated personal leave entitlements are preserved when:
- a) The employee is absent from work on unpaid leave granted by Council.

- b) Council or the employee terminates the employee's employment and the employee is re-employed within three months.
- c) The employee's employment is terminated because of illness or injury and the employee is re-employed by Council without having been employed in the interim.

## **45.0 Bereavement Leave**

45.1 An employee, other than a casual, is entitled to three days bereavement leave on full pay on each occasion when –

- (i) A member of the employee's immediate family or household dies: or
- (ii) The employee, or the employee's spouse, is pregnant and the pregnancy ends other than by the birth of a living child

45.2 Bereavement leave will be paid as ordinary hours and will not be deducted from any other leave entitlements.

45.3 Council may at its discretion grant in excess of three days giving consideration on a case by case basis.

45.4 For the purposes of bereavement leave an employee's immediate family shall mean:

- a) The employee's spouse;
- b) a child, ex-nuptial child, stepchild, adopted child, foster child, ex-foster child, parent, grandparent, grandchild or sibling of the employee or employee's spouse. ('spouse' includes a former spouse, a defacto spouse or a former defacto spouse).

## **46.0 Leave Without Pay**

46.1 Requests for leave without pay shall be considered on a case by case basis.

## **47.0 Parental, Paternity, Maternity and Adoption Leave**

47.1 Employees are entitled to access unpaid parental leave, and to request to work part-time in connection with the birth or adoption of a child, in accordance with Part 3, Division 8 of the *Industrial Relations Act 2016*.

47.2 In addition to the entitlements contained within the Act, after twelve months continuous service with Council, an employee (excluding a casual employee) is entitled to paid parental leave as prescribed below.

47.3 An employee may in lieu of, or in conjunction with, parental leave, access any annual leave or long service leave entitlements which they have accrued, subject to the total amount of leave not exceeding the fifty-two weeks parental leave provided under the Act. Any paid leave should be taken in a consecutive period and should be taken immediately following any paid parental leave as applicable under this clause.

47.4 Second or subsequent periods of paid maternity leave will be paid at a pro-rata rate, based on the employee's ordinary hours of work over the previous 12 months or since the employee returned to work.

#### **47.5 Paid Maternity Leave**

An employee who gives birth to a child is entitled to paid maternity leave in accordance with the following period of service scale:

- |  |              |
|--|--------------|
| • After a period of 52 weeks but less than 104 weeks | four weeks   |
| • 104 weeks to 208 weeks                             | eight weeks  |
| • More than 208 weeks                                | twelve weeks |

Payment will commence upon the birth of the child and no lump sum payments shall be made however the employee is entitled to access the payment at half pay.

In the event of the death of the child during childbirth an employee is entitled to two weeks paid maternity leave.

#### **47.6 Paid Partner Leave**

An employee whose partner has given birth to a child will be entitled to up to five ordinary working days paid partner leave from the time of the birth, exclusive of RDO's and Public Holidays.

The partner leave will be accessed and paid in one continuous block period.

In the event that an employee's partner dies during childbirth and the employee becomes the primary caregiver of the child, the employee will be entitled to paid maternity leave in accordance with this clause.

#### **47.7 Paid Adoption Leave**

A primary caregiver is entitled to four weeks paid adoption leave, on placement of the child.

An adopting parent, other than the primary caregiver, is entitled to one weeks paid leave, on placement of the child.

### **48.0 Public Holidays**

- 48.1 Employees acknowledge that the Council operates its business on public holidays and accordingly an employee may be requested and only by agreement be asked to work on a public holiday.
- 48.2 If a public holiday falls on a weekend, and a statutory public holiday is taken on the next business day, the public holiday rates will apply to that day. If an employee works that weekend, penalty rates for working on the weekend will only apply.
- 48.3 If a full-time employee's RDO falls on a public holiday then the normal pay rate will be paid, and the RDO may be taken on the day prior (if holiday falls on a Friday) or the day after (if holiday falls on a Monday).
- 48.4 A part-time employee whose usual day of work falls on a public holiday will be entitled to be absent for the day without loss of pay.
- 48.5 All work performed on a public holiday shall be paid at the rate of double time and a half the applicable ordinary rate with a minimum of four hours. For ordinary hours worked on a public holiday this payment shall be recognised as ordinary time, plus time and a half.

## 49.0 Domestic and Family Violence

- 49.1 Council recognises the impact of domestic and family violence on affected persons and acknowledges its obligations under the *Industrial Relations Act 2016* which currently provides that an employee, other than a casual employee, is entitled to 10 days of Domestic and Family Violence leave on full pay in a year if the employee has experienced domestic violence and needs to take domestic and family violence leave as a result of the domestic violence.
- 49.2 Casual employees are entitled to unpaid Domestic and Family Violence leave in accordance with the IR Act.
- 49.3 Domestic and Family Violence matters will be managed in accordance with the *Industrial Relations Act, 2016* and Council's *Domestic and Family Violence Operational Standard*.

## 50.0 Natural Disaster Leave

- 50.1 Where Council is satisfied that a permanent full-time or part-time employee is unable to attend or remain in the workplace due to a natural disaster or an extreme weather event caused by, but not limited to, a natural flood, cyclone, bushfire, earthquake events, the employee will be entitled to claim up to a maximum of two (2) paid ordinary days of work per event.
- 50.2 An entitlement under this clause is subject to Council being satisfied that the employee is unable to safely attend or remain in the workplace, including any other alternative workplace / location or work remotely. Each situation will be assessed on a case-by-case basis.
- 50.3 In interpreting this clause, it must be remembered that Council is a community service organisation and has a lead role to play in times of a natural disaster or extreme weather event. To discharge this responsibility, it is essential that an adequate number of staff are available to fill various roles, and at various locations throughout the region, subject to the personal safety of employees and their families.
- 50.4 Council may nominate alternate places of work for certain employees whose presence may be desired in order to address natural disasters and weather events and preparedness and response. For the purpose of the Agreement, these alternate places of work are to be taken as the employee's normal workplace for the duration of the event.
- 50.5 Where Natural Disaster Leave has been exhausted, employees may use accrued TOIL, RDO's and/or annual leave, entitled long service leave (in that priority order), or take leave without pay, subject to approval by Council.

## 51.0 Pandemic Leave

- 51.1 Council employees, other than casuals, may access up to 10 days special paid leave per annum (non-accumulative) in the instance where they are unable to attend the workplace due to a declared pandemic. In order to be eligible to claim Pandemic Leave, the following criteria must be satisfied:
- There is a Government Health or other Direction which prevents the employee from attending the workplace or requires the employee to self-isolate;
  - The employee is unable to undertake any work activities, including work from home, as a result of the government direction/requirement to self-isolate; and



- The employee's inability to attend the workplace or their requirement to self-isolate, is through no fault of their own, for example the employee has not knowingly travelled to a hot spot or other location that the employee would have reasonably known would require self-isolation.

51.2 Pandemic Leave is paid at the employees ordinary rate of pay, excluding penalties and allowances, and will not be deducted from personal leave accruals. Where an employee is unwell or is diagnosed with a pandemic related illness i.e. COVID 19, the employee is to access personal leave.

## 52.0 Jury Duty or Witness Leave

52.1 If an employee is required to carry out jury service or receives a subpoena by a court as a witness, the employee will be entitled to claim their normal wage, provided that any payment for such service is surrendered to Council.

## 53.0 Transition to Retirement

53.1 Council wishes to support approved employees seeking to transition to retirement. Subject to operational requirements, an employee and Council may enter into an agreement for the employee to work on a phased retirement arrangement. Phased retirement arrangements will be agreed on an individual basis but may include reduced hours of employment and/or a reduction in duties/responsibilities. In the event of such agreement the employee will give up their right to ongoing employment even though their substantive position is ongoing, and the employee will be employed on phased retirement with agreed work hours and an agreed retirement date.

## 54.0 Redundancy

54.1 Council shall endeavour to find suitable alternative employment within Council for all employees, whose position has been determined redundant. For this purpose, employees shall be individually interviewed to determine what options may exist for their retraining by Council.

54.2 In the event of a redundancy, Council will comply with its obligations under the *Industrial Relations Act 2016* and the relevant Award.

54.3 Where, following the consultation process contained in Clause 10 of this Agreement, Council has decided that redundancies are still required, Council shall:

- a) Initially seek expressions of interest from employees of the relevant classification in the affected area, in accepting a voluntary redundancy.
- b) Consider expressions of interest, based on the business needs of Council, and determine if the voluntary redundancy can be offered to those employees expressing interest.

54.4 Should there be insufficient expressions of interest and/or Council determines that voluntary redundancy cannot be offered to those employees who expressed an interest; Council will then consider whether involuntary redundancies need to be implemented.

54.5 Where an employee is transferred to lower paid duties for reasons set out in clause 54.1 the employee shall be entitled to the same period of notice of transfer in accordance with the period of notice of termination, as set out in the *Industrial Relations Act 2016*.

Council will maintain the salary of the employee for a period of twelve (12) months from the date the employee is transferred to the new position. The amounts must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties.

54.6 In the event of an employee being made redundant the provisions of the relevant Award and the *Industrial Relations Act 2016* will apply, except that Council will pay redundancy pay as follows:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	2
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	8
More than 4 years but not more than 5 years	10
More than 5 years but not more than 6 years	12
More than 6 years but not more than 7 years	14
More than 7 years but not more than 8 years	16
More than 8 years but not more than 9 years	18
More than 9 years but not more than 10 years	20
More than 10 years but not more than 11 years	22
More than 11 years but not more than 12 years	24
More than 12 years	26

'Weeks' Pay' means the ordinary time rate of pay for the employee concerned.

## 55.0 Notice of Termination by an Employee

55.1 When terminating employment an employee shall provide to Council the following minimum notice periods based on length of service:

- Less than 12 months service - one weeks' notice.
- More than 12 months service – two weeks' notice

## 56.0 Annual Closedown

56.1 Council may elect to close down its operations over the Christmas / New Year period each year.

56.2 Employees will be notified of Council's intention to close down operations and the prescribed closedown period a minimum of 90 days prior to the close down.

56.3 Employees will take accrued leave during any prescribed closedown period.

56.4 In consultation with relevant employees, Council shall select a skeleton crew during this period to meet operational needs. Where possible, Council will:

- (a) select employees who wish to work over the Christmas/New Year period subject to those employees having the relevant qualifications, training and experience to perform the duties required.
- (b) avoid rostering an individual employee to work Christmas Day or New Year's Day for two consecutive years.



## **57.0 Abandonment of Employment**

- 57.1 An employee who has been absent for seven or more working days without Council's consent and does not establish to the satisfaction of Council a reasonable cause for the absence shall be deemed to have abandoned their employment.
- 57.2 Before an employee's employment is terminated for abandonment, Council shall make a reasonable effort to contact the employee.
- 57.3 Termination of employment for abandonment shall be effective from the date of the employee's last attendance at work or the employee's last day's absence with Council's consent.

## **58.0 Multi-Skilling**

- 58.1 Multi-skilling of employees will occur as much as practicable given operational needs within the workforce with appropriate supervision, training, workplace health and safety assessments and guidance.

## **59.0 Training and Skill Development**

- 59.1 Council is committed to enhancing the skills of its workforce through the provision of training, both internally and externally, to enable them to perform a range of functions and improve their career opportunities.
- 59.2 Council will provide employees with the requisite training and skill development to meet its obligations under the *Work Health and Safety Act 2011*.
- 59.3 Every employee will have the right to identify their training objectives to their Supervisor. Training and development will occur in accordance with Council's *Training and Development Operational Standard* as updated from time to time.
- 59.4 Council may offer assistance to employees who undertake approved courses of study relevant to their role at Council.
- 59.5 Council may also offer assistance for courses that are not directly relevant to their role, however may be a benefit to Council and the employee. In these circumstances, should the relevant employee leave Council within 2 years of completing the course the employee shall reimburse Council for all associated costs on a pro rata basis as per the following scale:
- Leave within 6 months of completion – 100% reimbursed
  - Leave within 6 – 12 months – 75% reimbursed
  - Leave within 12 – 18 months – 50% reimbursed
  - Leave within 18 – 24 months – 25% reimbursed
- 59.6 Where it is determined by Council that the following licences are a requirement of an employee's position, Council shall reimburse 100% of the annual fees:
- QBCC Occupational or Provisional Plumber and Drainer Licence
  - High Risk Work Licence
- 59.7 The Chief Executive Officer or their delegate has the authority to determine when and what assistance should be provided.

- 59.8 In the event of an officer failing a subject or subjects and repeating such subject or subjects, no study leave or financial assistance will be provided.

## **60.0 Skin Checks**

- 60.1 Council will meet the cost of skin checks for at risk employees identified by Council, every two years. Additional or recall visits within the two year timeframe shall be at the employees cost.

## **61.0 Work Related Immunisations**

- 61.1 Council will meet the reasonable cost of all work related immunisations required. At risk employees will be identified by Council in accordance with The Australian Immunisation Handbook or through the workplace risk assessment process. Any additional immunisations will be at the approval of the relevant Manager following discussions with the employee.

## **62.0 Union Encouragement**

- 62.1 Council recognises the important role of Unions in the workplace and will adhere to the provisions of the 2017 Award Stream A, 2017 Award Stream B and 2017 Award Stream C and the *Industrial Relations Act 2016* regarding unions in the workplace.
- 62.2 Council will provide new employees with the details of the Union parties and, where supplied by the Unions, will provide union information packages during the induction process.

## **Schedule A - Consultation**

### **1. Consultation - Introduction of changes - Employer's duty to notify**

- (a) Where an employer proposes to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (c) Where the Agreement or Award makes provision for alteration of any of the matters referred to in clauses 1 (a) and 1 (b) an alteration shall be deemed not to have significant effect.

### **2. Employer's duty to consult over change**

- (a) The employer shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur prior to making a final decision referred to in clause 1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 2 (c) the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

## **Schedule B – Dispute Resolution**

### **1. Prevention and settlement of disputes**

- (a) The objectives of this procedure is to promote the prompt resolution of grievances/disputes by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) Grievances/disputes over matters covered by this Agreement, the relevant parent award and all other industrial matters within the meaning of the Act, are to be dealt with in accordance with this procedure. At all stages of the dispute procedure, the employee/s shall have the right to be represented by their union/employee representative.
- (c) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing immediately before the raising of a grievance/dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (d) In the event of a grievance/dispute, the following procedures shall apply:
  - I. The employee/s shall in the first instance notify the supervisor of the nature of the grievance/dispute. A discussion is to take place within forty-eight (48) hours of notification of the grievance/dispute between the employee concerned, and if the employee requests, the union and/or employee's representative, and the employee's immediate supervisor.
  - II. If the matter is not resolved between the supervisor and the employee/s then the employee/s may request that the matter be referred to the relevant manager and/or Human Resources (HR). The Manager/HR will attempt to resolve the matter within 5 business days of referral.
  - III. Should the grievance/dispute still remain unresolved, the employee/s may submit the matter in writing to the Chief Executive Officer (CEO), or another delegate as nominated by the CEO. The Director and Manager will attempt to resolve the matter within 5 business days of receipt of the written notification.
  - IV. Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.
  - V. If the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission (QIRC) for it to be conciliated and/or arbitrated. Once referred to the QIRC for arbitration the parties are bound by the outcome, subject to the parties' right of appeal under the Act.

## Schedule C – Pay Rates Stream A

Classification	Certification			1.7.2022			1.7.2023 (or March CPI)		
Grade / Level	1.5%	\$20 per week	Greater Rate	1.75%	\$22 per week	Greater Rate	2%	\$25 per week	Greater Rate
TRAINEE A - 1YR OUS (18yrs)	27,996.55	28,622.81	28,622.81	29,123.71	29,766.81	29,766.81	30,362.15	31,066.81	31,066.81
TRAINEE A - 2YR OUS (19yrs)	32,615.10	33,173.10	33,173.10	33,753.63	34,317.10	34,317.10	35,003.44	35,617.10	35,617.10
TRAINEE A - 3YR OUS (20+yrs)	37,347.30	37,835.37	37,835.37	38,497.49	38,979.37	38,979.37	39,758.96	40,279.37	40,279.37
TRAINEE A - G10 + 1yr (G11 16yrs)	20,061.79	20,805.31	20,805.31	21,169.40	21,949.31	21,949.31	22,388.30	23,249.31	23,249.31
TRAINEE A - G10 + 2yr (G12 17yrs)	24,114.19	24,797.82	24,797.82	25,231.78	25,941.82	25,941.82	26,460.66	27,241.82	27,241.82
TRAINEE A - G10 + 4yr (19yrs)	32,615.10	33,173.10	33,173.10	33,753.63	34,317.10	34,317.10	35,003.44	35,617.10	35,617.10
GRADE 1 (55% U17)	30,288.04	30,880.43	30,880.43	31,420.84	32,024.43	32,024.43	32,664.92	33,324.43	33,324.43
GRADE 1 (60% 17/18)	33,041.49	33,593.19	33,593.19	34,181.07	34,737.19	34,737.19	35,431.93	36,037.19	36,037.19
GRADE 1 (70% 18/19)	38,548.40	39,018.72	39,018.72	39,701.55	40,162.72	40,162.72	40,965.97	41,462.72	41,462.72
GRADE 1 (80% 19/20)	44,055.31	44,444.25	44,444.25	45,222.02	45,588.25	45,588.25	46,500.02	46,888.25	46,888.25
GRADE 1 (90% 20/21)	49,562.23	49,869.78	49,869.78	50,742.50	51,013.78	51,013.78	52,034.06	52,313.78	52,313.78
GRADE 1 LEVEL A	55,069.14	55,295.31	55,295.31	56,262.98	56,439.31	56,439.31	57,568.10	57,739.31	57,739.31
GRADE 1 LEVEL B	56,078.80	56,290.05	56,290.05	57,275.13	57,434.05	57,434.05	58,582.73	58,734.05	58,734.05
GRADE 1 LEVEL C	57,489.64	57,680.04	57,680.04	58,689.44	58,824.04	58,824.04	60,000.52	60,124.04	60,124.04
GRADE 1 LEVEL D	59,009.37	59,177.31	59,177.31	60,212.91	60,321.31	60,321.31	61,527.74	61,621.31	61,621.31
GRADE 1 LEVEL E	60,558.53	60,703.58	60,703.58	61,765.89	61,847.58	61,847.58	63,084.53	63,147.58	63,147.58
GRADE 1 LEVEL F	62,158.32	62,279.72	62,279.72	63,369.62	63,423.72	63,423.72	64,692.19	64,723.72	64,723.72
GRADE 2 LEVEL A	63,837.05	63,933.65	63,933.65	65,052.49	65,077.65	65,077.65	66,379.20	66,377.65	66,379.20
GRADE 2 LEVEL B	65,582.32	65,653.12	65,653.12	66,802.05	66,797.12	66,802.05	68,138.09	68,102.05	68,138.09
GRADE 2 LEVEL C	67,339.61	67,384.44	67,384.44	68,563.67	68,528.44	68,563.67	69,934.94	69,863.67	69,934.94
GRADE 2 LEVEL D	69,105.70	69,124.43	69,124.43	70,334.11	70,268.43	70,334.11	71,740.79	71,634.11	71,740.79
GRADE 3 LEVEL A	70,874.72	70,867.31	70,874.72	72,115.03	72,018.72	72,115.03	73,557.33	73,415.03	73,557.33
GRADE 3 LEVEL B	72,643.76	72,610.21	72,643.76	73,915.03	73,787.76	73,915.03	75,393.33	75,215.03	75,393.33
GRADE 3 LEVEL C	74,406.48	74,346.88	74,406.48	75,708.59	75,550.48	75,708.59	77,222.76	77,008.59	77,222.76
GRADE 3 LEVEL D	76,173.85	76,088.13	76,173.85	77,506.89	77,317.85	77,506.89	79,057.03	78,806.89	79,057.03

## Schedule C – Pay Rates Stream A (Continued)

Classification	Certification			1.7.2022			1.7.2023 (or March CPI)		
Grade / Level	1.5%	\$20 per week	Greater Rate	1.75%	\$22 per week	Greater Rate	2%	\$25 per week	Greater Rate
GRADE 4 LEVEL A	77,942.88	77,831.01	77,942.88	79,306.88	79,086.88	79,306.88	80,893.02	80,606.88	80,893.02
GRADE 4 LEVEL B	79,714.00	79,575.96	79,714.00	81,109.00	80,858.00	81,109.00	82,731.18	82,409.00	82,731.18
GRADE 4 LEVEL C	81,479.65	81,315.52	81,479.65	82,905.54	82,623.65	82,905.54	84,563.65	84,205.54	84,563.65
GRADE 4 LEVEL D	83,247.02	83,056.77	83,247.02	84,703.84	84,391.02	84,703.84	86,397.92	86,003.84	86,397.92
GRADE 5 LEVEL A	85,011.43	84,795.10	85,011.43	86,499.13	86,155.43	86,499.13	88,229.11	87,799.13	88,229.11
GRADE 5 LEVEL B	86,777.10	86,534.68	86,777.10	88,295.70	87,921.10	88,295.70	90,061.61	89,595.70	90,061.61
GRADE 5 LEVEL C	88,549.47	88,280.86	88,549.47	90,099.09	89,693.47	90,099.09	91,901.07	91,399.09	91,901.07
GRADE 6 LEVEL A	91,494.08	91,181.95	91,494.08	93,095.23	92,638.08	93,095.23	94,957.13	94,395.23	94,957.13
GRADE 6 LEVEL B	94,439.11	94,083.46	94,439.11	96,091.79	95,583.11	96,091.79	98,013.63	97,391.79	98,013.63
GRADE 6 LEVEL C	97,385.39	96,986.20	97,385.39	99,089.63	98,529.39	99,089.63	101,071.42	100,389.63	101,071.42
GRADE 7 LEVEL A	100,331.66	99,888.93	100,331.66	102,087.46	101,475.66	102,087.46	104,129.21	103,387.46	104,129.21
GRADE 7 LEVEL B	103,277.93	102,791.66	103,277.93	105,085.29	104,421.93	105,085.29	107,187.00	106,385.29	107,187.00
GRADE 7 LEVEL C	106,221.29	105,691.52	106,221.29	108,080.16	107,365.29	108,080.16	110,241.76	109,380.16	110,241.76
GRADE 8 LEVEL A	109,757.65	109,175.62	109,757.65	111,678.41	110,901.65	111,678.41	113,911.98	112,978.41	113,911.98
GRADE 8 LEVEL B	113,291.10	112,656.85	113,291.10	115,273.69	114,435.10	115,273.69	117,579.16	116,573.69	117,579.16
GRADE 8 LEVEL C	116,826.23	116,139.73	116,826.23	118,870.69	117,970.23	118,870.69	121,248.10	120,170.69	121,248.10
GRADE 8 LEVEL D	120,144.51	119,408.98	120,144.51	122,247.04	121,288.51	122,247.04	124,691.98	123,547.04	124,691.98
GRADE 8 LEVEL E	123,461.13	122,676.58	123,461.13	125,621.70	124,605.13	125,621.70	128,134.13	126,921.70	128,134.13

## Schedule D – Pay Rates Stream B and C

Classification	Certification			1.7.2022			1.7.2023 (or March CPI)		
Grade / Level	1.5%	\$20 per week	Greater Rate	1.75%	\$22 per week	Greater Rate	2%	\$25 per week	Greater Rate
Level 1	54,267.11	54,505.13	54,505.13	55,458.97	55,649.13	55,649.13	56,762.11	56,949.13	56,949.13
Level 2	54,552.71	54,786.51	54,786.51	55,745.27	55,930.51	55,930.51	57,049.12	57,230.51	57,230.51
Level 3	55,545.98	55,765.10	55,765.10	56,740.99	56,909.10	56,909.10	58,047.28	58,209.10	58,209.10
Level 4	56,580.98	56,784.81	56,784.81	57,778.54	57,928.81	57,928.81	59,087.39	59,228.81	59,228.81
Level 5	57,614.50	57,803.05	57,803.05	58,814.60	58,947.05	58,947.05	60,125.99	60,247.05	60,247.05
Level 6	59,677.83	59,835.89	59,835.89	60,883.02	60,979.89	60,979.89	62,199.49	62,279.89	62,279.89
Level 7	61,760.55	61,887.83	61,887.83	62,970.87	63,031.83	63,031.83	64,292.47	64,331.83	64,331.83
Level 8	63,916.68	64,012.10	64,012.10	65,132.31	65,156.10	65,156.10	66,459.22	66,456.10	66,459.22
Level 9	66,266.63	66,327.32	66,327.32	67,488.05	67,471.32	67,488.05	68,837.81	68,788.05	68,837.81
C6	70,284.52	70,285.83	70,285.83	71,515.83	71,429.83	71,515.83	72,946.15	72,815.83	72,946.15
C7	63,916.56	64,011.98	64,011.98	65,132.19	65,155.98	65,155.98	66,459.10	66,455.98	66,459.10
C8	61,760.55	61,887.83	61,887.83	62,970.87	63,031.83	63,031.83	64,292.47	64,331.83	64,331.83
C10	57,614.50	57,803.05	57,803.05	58,814.60	58,947.05	58,947.05	60,125.99	60,247.05	60,247.05

## Signatories to the Certified Agreement

<b>Organisation:</b>	Burdekin Shire Council
<b>Name:</b>	Terry Brennan
<b>Position Title:</b>	Chief Executive Officer
<b>Signature:</b>	
<b>Date:</b>	29 September 2021
<b>Witness Name:</b>	Belinda Tinus
<b>Witness Signature:</b>	
<b>Date:</b>	29 September 2021



<b>Organisation:</b>	Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
<b>Name:</b>	Rohan Webb
<b>Position Title:</b>	AMWU State Secretary QLD/NT
<b>Signature:</b>	
<b>Date:</b>	6 October 2021
<b>Witness Name:</b>	Minami Rose
<b>Witness Signature:</b>	
<b>Date:</b>	6 October 2021

<b>Organisation:</b>	Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
<b>Name:</b>	William Kane Lowth
<b>Position Title:</b>	Assistant State Secretary
<b>Signature:</b>	
<b>Date:</b>	6 October 2021
<b>Witness Name:</b>	Emma Eaves
<b>Witness Signature:</b>	
<b>Date:</b>	6 October 2021

<b>Organisation:</b>	Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
<b>Name:</b>	Gary O'Halloran
<b>Position Title:</b>	State Secretary
<b>Signature:</b>	
<b>Date:</b>	1 October 2021
<b>Witness Name:</b>	Shari-Terese Charrington-Wilde
<b>Witness Signature:</b>	
<b>Date:</b>	1 October 2021

<b>Organisation:</b>	Queensland Services, Industrial Union of Employees
<b>Name:</b>	Neil Henderson
<b>Position Title:</b>	Secretary
<b>Signature:</b>	
<b>Date:</b>	11 October 2021
<b>Witness Name:</b>	Cary Pollock
<b>Witness Signature:</b>	
<b>Date:</b>	11 October 2021

<b>Organisation:</b>	The Australian Workers' Union of Employees, Queensland
<b>Name:</b>	Stephen Baker
<b>Position Title:</b>	Queensland Secretary
<b>Signature:</b>	
<b>Date:</b>	12 October 2021
<b>Witness Name:</b>	Breanna Beattie
<b>Witness Signature:</b>	
<b>Date:</b>	12 October 2021