

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

**Paroo Shire Council**

AND

**The Queensland Services Union, Industrial Union of Employees**

(Matter No. CB/2022/2)

**PAROO SHIRE COUNCIL - NON-OPERATIONAL STAFF CERTIFIED AGREEMENT 2021-2024**

Certificate of Approval

On 17 February 2022 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *Paroo Shire Council - Non-Operational Staff Certified Agreement 2021-2024*

**Parties to the Agreement:**

- **Paroo Shire Council**
- **Queensland Services, Industrial Union of Employees**

**Operative Date:** 17 February 2022

**Nominal Expiry Date:** 30 June 2024

**Previous Agreements:** *Paroo Shire Council - Non-Operational Staff Certified Agreement 2018*

**Termination Date of Previous Agreements:** 17 February 2022 (Matter No CB/2022/1)

S C PIDGEON  
Industrial Commissioner

17 February 2022



# Paroo Shire Council - Non-Operational Staff Certified Agreement 2021-2024

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## Part 1 – Formalities

### 1. Title

- 1.1. This Enterprise Agreement shall be known as the Paroo Shire Council – Non-Operational Staff Certified Agreement 2021-2024.

### 2. Date and Period of Operation

- 2.1. This Agreement shall operate from the first pay period commencing on or after this Agreement being certified and will remain in force until 30 June 2024..

### 3. Parties Bound

- 3.1. The parties to this Agreement are Paroo Shire Council (**Council**) and the Queensland Services, Industrial Union of Employees (**the Union**).

### 4. Application

- 4.1. This Agreement shall apply to Council, all Council employees covered by the Queensland Local Government Industry (Stream A) Award – State 2017 (**the Award**) and the Union mentioned in clause 3.
- 4.2. This Agreement shall not apply to the employment terms and conditions of those Senior Officers as provided for in Division 2 – Section 1, clause 4.2 of the Award.
- 4.3. Senior Officers who commenced employment after the date of certification of this Agreement, will be covered by individual contracts and this Agreement will not apply to the employment terms and conditions of any such employee.
- 4.4. Senior Officers who commenced employment prior to the date of certification of this Agreement shall continue to have the same entitlements and conditions.

### 5. Relationship to Parent Awards

- 5.1. This Agreement shall be wholly read and interpreted in conjunction with the terms of the Queensland Local Government Industry (Stream A) Award - State 2017 and its successor, and the Training Wage Award - State 2012.
- 5.2. Provided that where there is any inconsistency between this Agreement and the Award, this Agreement will prevail to the extent of the inconsistency.

### 6. Objectives

- 6.1. The parties recognise that this Agreement provides a unique opportunity to improve the efficiency, productivity and flexibility of the workplace.
- 6.2. The objectives of this Agreement are:

- a) Participation by Council, employees and their unions in the continuous improvement process, particularly in the development of more efficient work practices and quality improvement.
- b) Developing a team approach and a co-operative working environment.
- c) Council shall ensure that workload is monitored through regular meetings between line managers and employees.

## 7. Job Security

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

## 8. No Extra Claims

- 8.1. The parties to this Agreement agree that during the period of operation of this Agreement, no further claims will be made by any party in relation to wages or salary and conditions of employment.

## 9. Single Bargaining Unit

- 9.1. A Single Bargaining Unit (SBU) comprising of the delegates and officials of the Union representing employees of Council and including the Union party to this agreement is recognised by the Council.

## 10. Positive Workplace Relations

- 10.1. This Agreement recognises the employees' right to choose to be represented by the industrial organisation party to this Agreement and by their Accredited Union Representatives.
- 10.2. Council shall allow an official of the Union party to this Agreement to have reasonable access to its employees during normal working hours, provided such access does not disrupt the work activities of Council employees and where reasonable notice is be given to the Chief Executive Officer/Management Representative for the following purposes:
- (a) Meeting with workplace delegates;
  - (b) Meeting with employees;
  - (c) Meeting with relevant management members on matters associated with the Agreement or current industrial workplace issues; or

- (d) To conduct Union business matters or matters incidental to Union business including Workplace Health and Safety.
- 10.3. A Union Delegate, with the approval of the Union and Council, shall be entitled to apply for paid leave of absence of up to a maximum of five (5) days per calendar year, to attend any of the following:
- (a) Trade Union training or specific relevant union training courses approved by the relevant Union; and/or
  - (b) relevant Union annual or biennial conference; and/or
  - (c) relevant Union executive meetings.
- 10.4. Upon notifying the Chief Executive Officer, Union Delegates shall be entitled to reasonable time off during working hours to attend meetings designed to improve employment relations within Council, including union meetings.
- 10.5. The Council will provide an accessible space within each work location for the posting of any relevant award and the agreement, and notices pertaining to employment relations within the workplace produced by the relevant union. The relevant Union Delegate shall be provided with access to this space.

## Part 2 – Dispute Resolution

### 11. Prevention and settlement of disputes – Award/Agreement matters

- 11.1. The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the parent Award and this Agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- 11.2. Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 11.3. In the event of any disagreement between the parties as to the interpretation or implementation of the parent Award and/or this Agreement, the following procedures shall apply:
- a) the matter is to be discussed by the employee's Union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - b) if the matter is not resolved as per clause 11.3(a), it shall be referred by the Union representative and/or the employee/s to the appropriate management representative

who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;

- c) if the matter remains unresolved it may be referred to Council for discussion and appropriate action. This process should not exceed 14 days
- d) if the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission.

11.4. Nothing contained in this procedure shall prevent Unions or Council from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

## 12. Prevention and settlement of employee grievances and disputes - other than Award/Agreement matters

12.1. The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace. No party shall be prejudiced as to the final settlement by the continuation of work

12.2. The following procedure applies to all industrial matters within the meaning of the Act:

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

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

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

12.3. Council shall ensure that:

- a) the aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance; and
- b) the grievance shall be investigated in a thorough, fair and impartial manner.

- 12.4. Council may appoint another person to investigate the grievance or dispute. Where possible, the appointed person shall be other than the employee's supervisor or manager.
- 12.5. If the matter is notified to the Union, the investigator shall also consult with the union during the investigation. Council shall advise the employee initiating the grievance, the employee's Union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- 12.6. The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
- Stage 1:** Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
- Stage 2:** Not to exceed 7 days.
- Stage 3:** Not to exceed 14 days.
- 12.7. If the grievance or dispute is not settled the matter may be referred to the Queensland Industrial Relations Commission by the employee or the Union.
- 12.8. Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 12.9. Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

## Part 3 – Workplace Arrangements

### 13. Span of Ordinary Hours

- 13.1. Ordinary hours of work for all employees, other than casuals, shall be worked continuously, except for meal breaks and rest pauses, between the hours of 5:00am and 7:00pm.
- 13.2. Ordinary hours of work will be nine (9) hours and six (6) minutes per day inclusive of an unpaid lunch hour. Start and finish times will be as operationally determined between the employee and their manager.

## 14. Nine (9) day fortnight

- 14.1. All employees, other than casuals, will work a cycle of nine (9) days in every two (2) weeks.
- 14.2. Unless otherwise approved by the Chief Executive Officer, employees may bank a maximum of five (5) Rostered Days Off (RDOs) per year.
- 14.3. All banked RDOs in excess of one (1) day will be available subject to:
  - a) an employee making a written request to be approved by their manager with at least one (1) week's notice; and
  - b) before approving a request for utilising an RDO by an employee, the relevant manager must ensure that Council operations and services will not be interrupted or rendered less efficient or more costly.
- 14.4. If an employee has a scheduled RDO in place and is required to work on that scheduled RDO:
  - a) Council may request the employee to work on the RDO by giving the employee two (2) days' notice.
  - b) The scheduled RDO shall be re-allocated to a mutually agreeable day between the employee and their Manager without attracting penalty rates.
- 14.5. Each Manager of each work group must ensure that no two (2) employees from the same work group are permitted to take RDOs on the same day.
- 14.6. Except for at Christmas closure and Easter, accrued (banked) RDOs cannot be used in conjunction, before or after the taking of annual leave or TOIL.
- 14.7. Unless otherwise approved by the Chief Executive Officer, RDOs cannot be moved to either side of a Public Holiday.

## 15. Time off in Lieu

- 15.1. With the prior approval of the Chief Executive Officer and where business operations permit, employees may be requested to work overtime.
- 15.2. Subject to clause 15.1, employees who work overtime may:
  - a) elect to have that time acquitted as time off in lieu of the payment for overtime (TOIL). Employees shall accrue and take TOIL on a time for time basis.
  - b) bank up to an equivalent of two (2) days of TOIL in any three (3) month period. An employee who does not utilise any banked TOIL in the three (3) month period, due to refusal by Council, will have their banked TOIL paid out at ordinary time (single time).
  - c) If an employee elects not to utilise their banked TOIL during the three (3) month period, they will have their balance of TOIL revert back to zero from the first day after the end of that period.
- 15.3. TOIL cannot be utilised together with an RDO accrued in accordance with Section 14 unless by making an application in writing to be approved by the Chief Executive Officer.

15.4. Council may direct employees to utilise banked TOIL upon giving 14 days' written notice.

15.5. Senior Officers are not permitted to accrue TOIL.

## 16. Work arrangements at camps

16.1. Where a work site is less than 100 km from the works depot in Cunnamulla, employees will present at the works depot and use a Council vehicle to travel to and from the work site on the same day.

16.2. Where a work site is 100 km or more from the works depot in Cunnamulla, a camp or accommodation may be sourced to maximise productivity and decrease risk to health and safety. Council will transport employees to and from the job site once per week.

16.3. To maximise productivity, the span of hours shall be determined to take advantage of all available daylight hours in accordance with Council's ordinary span and spread of hours.

16.4. Employees shall be given at least two (2) weeks' notice prior to any change in the work roster.

16.5. Subject to clause 16.6, whilst working in camp accommodation, work shall be carried out in fortnightly cycles rosters as follows:

Week 1: five (5) days "on", two (2) days "off"; and

Week 2: four (4) days "on", three (3) days "off".

16.6. To meet any emergent business needs, the rostering arrangement stipulated in clause 16.5 may be altered by the Chief Executive Officer, in writing and after consultation with any affected employees.

16.7. Work on a public holiday that coincides with the ordinary hours of work will be paid at the penalty rates prescribed in the Award. Alternatively, roster arrangements may be negotiated to allow for the taking of the public holiday, either on the day that it falls due or on another day that is mutually agreeable between the employee and the relevant Director and the Chief Executive Officer.

16.8. Supervisors who make a partial day site visit will be exempt the camp arrangements provided for in this section.

## 17. Abandonment of Employment

17.1. An employee who has been absent for seven (7) or more working days without Council's consent and does not establish to the satisfaction of Council a reasonable cause for the absence shall be deemed to have abandoned their employment.

- 17.2. Before an employee's employment is terminated for abandonment, Council shall make a reasonable effort to contact the employee. For the purpose of this clause, reasonable contact could be via email, post, phone or text message.

## 18. Workplace Training

- 18.1. Council is committed to lifelong learning at both an organisational and individual level.
- 18.2. To meet the needs of Council and the community, Council agrees to:
- a) Monitor, review, and update training programs to develop the required skills and capabilities.
  - b) Continue to build a workforce of capable. Competent and committed employees
  - c) Provide funding and support to ensure all employees have fair and reasonable access to training relevant to their roles
- 18.3. Employees commit to learn and apply new skills and knowledge, adapt to new ways of working and take part in initiatives which help Council to meet future needs.
- 18.4. No employee shall suffer a detriment as a result of undertaking any training or multiskilling in accordance with this section.

## 19. Travel Time

- 19.1. Council will provide vehicles for the purpose of transporting employees to and from jobs and/or camp sites.
- 19.2. Where Council provides a vehicle, the operator and all occupants required to travel outside of ordinary hours shall be paid at the rate of time and one-half.
- 19.3. Where an employee is required to provide their own vehicle, payment shall be as per Stream A Award.

## 20. Salary Sacrifice

- 20.1. Salary sacrifice shall be available to all staff in accordance with Australian Taxation Office guidelines as changed or amended from time to time.
- 20.2. Council encourages employees to seek independent financial advice before entering into any arrangement. Council takes no responsibility for the implications of salary sacrifice arrangements put in place by employees.
- 20.3. Any salary sacrifice arrangement will not lead to Council incurring additional cost by way of increased Fringe Benefits Tax or other non-administrative costs.

## 21. Employment Security

- 21.1. The parties agree that changes to work practices and productivity initiatives must be consistent with the efficient operation of Council. Further, the parties acknowledge that

the current workforce of Council is a critical element in the improvement of quality service provision. Arbitrary job reductions will not be pursued to secure the ongoing improvements in productivity and efficiency sought under Enterprise Bargaining processes

21.2. The parties are committed to optimising the employment security of employees by:

- a) Ensuring that no forced redundancies will take place during the life of this Agreement for employees covered by this Agreement and by retraining and/or redeploying any staff deemed surplus to requirements in accordance with the notification and consultation clause of this Agreement.
- b) Training and developing employees' levels of skill and ability and providing retraining when necessary.
- c) Providing an environment which supports career development and equal employment opportunity.
- d) Implementing consultative mechanisms to ensure timely advice and discussion between employees and management about any significant changes to service delivery which may impact upon labour requirements.
- e) Continuing to manage Council's workforce to minimise the need for involuntary labour reductions in the future.
- f) Introducing measures to increase the security of employees' employment.
- g) Considering measures aimed at ensuring that new employees are recruited with the aim of reducing the level of unemployment in the occupations, trades, industries or callings specified in the Awards.

## 22. Casual Conversion

22.1. Council is committed to building a stable workforce that meets the needs of its employees and the community they serve. Casual employees who meet the criteria outlined below may have the option of converting to permanent employment

22.2. To be eligible for casual conversion, a casual employee must:

- a) Have been employed by Council for at least 6 months
- b) Had a regular pattern of hours on an ongoing basis for at least the last 6 months
- c) Could continue working that pattern of hours as a full-time or part time employee without significant changes

22.3. Under some circumstances Council may decide refuse casual conversion, even if the employee meets the conditions of clause 22.2. Council can only do this when they have reasonable grounds for refusing a request

22.4. Reasonable grounds include the following circumstances:

- a) That in the next 12 months:

- i. the employee's position won't exist;
  - ii. the employee's hours of work will significantly reduce; or
  - iii. the employee's days or times of work will significantly change, and that can't be accommodated within the employee's available days or times for work.
- b) making the offer would not comply with a recruitment or selection process required by or under a Commonwealth, State or Territory law
  - c) the employer would have to make a significant adjustment to the employee's work hours for them to be employed full-time or part-time.
- 22.5. The offer needs to be for the employee to convert to:
- a) full-time employment, if the employee's hours worked for at least the last 6 months have been the same as full-time hours, or
  - b) part-time employment (consistent with the employee's regular pattern of hours worked for at least the last 6 months), if the employee's hours worked for at least the last 6 months have been less than full-time hours.

## 23. Continual Improvement

- 23.1. In recognition of the Challenging funding environment both Council and Workers recognize the need for continual improvement of Policies, Procedures, and productivity
- 23.2. Council commits to:
- a) Providing a safe work environment that provides workers with the support to learn new skills;
  - b) Encouraging the suggestion and implementation of ideas to improve productivity;
  - c) Setting and explaining clear performance targets for all individual workers and work teams; and
  - d) Taking unforeseen external events into account when assessing performance
- 23.3. All employees commit to:
- a) Meeting individual and team performance targets; and
  - b) Supporting the implementation of changes to policies and procedures to improve quality and sustainability

## 24. Notification, Consultation and Introduction of changes

- 24.1. Prior to Council deciding to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their Union/s.
- 24.2. 'Significant effects' includes:
- a) termination of employment;

- b) major changes in the composition, operation or size of Council's workforce or in the skills required;
- c) the elimination or diminution of job opportunities or job tenure;
- d) the alteration of hours of work;
- e) the need for retraining or transfer of employees to other work or locations and
- f) the restructuring of jobs.

24.3. Where this agreement makes provision for alteration of any of the matters referred to in clauses 24.1 and 24.2, the alteration shall be deemed not to have significant effect.

24.4. Council shall consult the employees affected and, where relevant, their Union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).

24.5. The consultation shall occur as soon as practicable before making the decision referred to in clause 24.1.

24.6. For the purpose of such consultation Council shall provide in writing to the employees concerned and, where relevant, their Union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.

24.7. Notwithstanding the provision of clause 24.6, Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

## Schedule A – Salary Rates and Increases

### 25. Salary Rates

Wages and salary rates of employees covered by this award shall be:

<b>Classification Level</b>	<b>Annual Salary Rate as at July 2020</b>	<b>Annual Salary Rate from January 2022<sup>1</sup></b>	<b>Annual Salary Rate from July 2022</b>	<b>Annual Salary Rate from July 2023</b>
1.1	\$50,444	\$51,580	\$52,740	\$53,927
1.2	\$51,049	\$52,199	\$53,373	\$54,574
1.3	\$52,057	\$53,229	\$54,427	\$55,652
1.4	\$53,001	\$54,194	\$55,414	\$56,661
1.5	\$53,979	\$55,194	\$56,435	\$57,705
1.6	\$54,826	\$56,060	\$57,322	\$58,611
2.1	\$55,844	\$57,101	\$58,386	\$59,699
2.2	\$56,866	\$58,146	\$59,454	\$60,792
2.3	\$57,886	\$59,189	\$60,521	\$61,882
2.4	\$58,566	\$59,884	\$61,231	\$62,609
3.1	\$59,585	\$60,926	\$62,297	\$63,698
3.2	\$60,239	\$61,595	\$62,981	\$64,398
3.3	\$61,372	\$62,753	\$64,165	\$65,609
3.4	\$62,537	\$63,945	\$65,384	\$66,855
4.1	\$63,707	\$65,141	\$66,606	\$68,105
4.2	\$64,872	\$66,332	\$67,825	\$69,351
4.3	\$65,884	\$67,367	\$68,883	\$70,433
4.4	\$67,053	\$68,562	\$70,105	\$71,682
5.1	\$68,221	\$69,757	\$71,326	\$72,931
5.2	\$69,230	\$70,789	\$72,381	\$74,010
5.3	\$70,400	\$71,984	\$73,604	\$75,260
6.1	\$72,346	\$73,974	\$75,638	\$77,340
6.2	\$74,293	\$75,965	\$77,675	\$79,422
6.3	\$76,241	\$77,957	\$79,711	\$81,505
7.1	\$78,188	\$79,948	\$81,746	\$83,586
7.2	\$80,132	\$81,936	\$83,779	\$85,664
7.3	\$82,081	\$83,929	\$85,817	\$87,748
8.1	\$84,417	\$86,317	\$88,259	\$90,245
8.2	\$86,752	\$88,704	\$90,700	\$92,741
8.3	\$89,089	\$91,094	\$93,143	\$95,239
8.4	\$91,281	\$93,336	\$95,436	\$97,583
8.5	\$93,476	\$95,580	\$97,730	\$99,929

Note:

1. These rates are subject to this agreement being made by employee vote prior to 24 December 2021.

## 26. Salary Increases and Sign on Bonus

- 26.1. Council agrees to pay employees covered by this agreement, wage increases in accordance with the following schedule:
- 2.25% from the 1 January 2022
  - 2.25% from 1 July 2022; and
  - 2.25% from 1 July 2023
- 26.2. The same increases will apply to all allowances in Schedule B of this agreement
- 26.3. The wages and salary rates that apply to employees for the life of this agreement are found in Schedule A Section 25
- 26.4. Council agrees to pay employees covered by this Agreement, a sign-on bonus of \$500.00, on the condition of this agreement being made by employee vote prior to 24 December 2021.
- 26.5. The sign-on bonus is a one-off payment in lieu of back dating the 1 January 2022 pay increase and shall be paid as soon as practicable following the completion of voting on the acceptance of this Agreement.
- 26.6. These rates are subject to this agreement being approved by employee vote prior to 24 December 2021

## Schedule B – Allowances

### 27. General Schedule of Allowances

Name	Agreement Clause Reference	Existing Rate	Rate at First Pay Period on or after Certification of Agreement	Rate at 1st pay period on or after 1 July 2022	Rate at 1st pay period on or after 1 July 2023
Camp Allowance	Schedule B Section 28	Camp Accommodation (per night)			
		\$55	\$56.25	\$57.50	\$58.80
		Pub/Motel accommodation (per night)			
		\$30	\$30.68	\$31.40	\$32.10
On Call/Availability Allowance	Schedule B Section 29	Monday to Friday (per day)			
		\$40.00 per day	\$40.90	\$41.85	\$42.80
		Saturday (per day)			
		50.00 per day	\$51.15	\$52.30	\$53.50
		Sunday (per day)			
		\$60.00 per day	\$61.35	\$62.75	\$64.15
Recall to Duty	Schedule B Section 30				
Toilet Cleaning Allowance	Schedule B Section 31	\$10.00 per day	\$10.25	\$10.50	\$10.75

### 28. Camp Allowance

- 28.1. A camp allowance shall be paid to employees who are instructed to and accept to work and stay the night in camp accommodation.
- 28.2. Subject to clause 28.1, the camp allowance shall be paid at the rates outlined in the table at Schedule B Section 27 of this agreement
- 28.3. Where employees are asked to stay in a pub/motel style accommodation that has no cooking facilities, Council shall provide meals or meal vouchers for each day spent at camp and pay employees a camp allowance at the rates outlined in the table at Schedule B Section 27 of this agreement
- 28.4. Where employees are asked to stay in pub/motel style accommodation that has no cooking facilities, Council shall provide meals or meal vouchers for each day spent at camp and pay employees a Pub/Motel Accommodation allowance will be paid.
- 28.5. Supervisors conducting part day site visits shall be exempt from the requirements of Clause 28.1.

## 29. On Call/Availability Allowance

- 29.1. An employee directed to remain on call during any day or night outside their ordinary working hours shall be paid in accordance with the table at Schedule B Section 27 for each day and/or night during which the employee remains on call
- 29.2. In addition to the above allowance, employees shall be entitled to receive penalty rates in accordance with the overtime provisions in Stream A Award for the time worked if they are required to leave home and report to duty.
- 29.3. Employees directed to remain on call must be able to be contacted and to report to duty within 30 minutes.

## 30. Recall to duty

- 30.1. An employee who is on call and being paid the on call allowance shall be entitled to a minimum payment equivalent to three (3) hours at the applicable rate for the first call out. The minimum payment shall only apply to the first call out on any given day. Any subsequent call outs on the same day will be paid as actual time worked.
- 30.2. If an employee does not leave home to attend the situation e.g. handled by phone or via a computer, they will be paid a minimum of thirty (30) minutes at the applicable overtime rate for actual time worked

## 31. Toilet Cleaning Allowance

- 31.1. Employees required to clean toilets, other than merely by hosing them shall be paid an allowance at the rates outlined in the table at Schedule B Section 27 of this agreement

## Schedule C – Leave Arrangements

### 32. Summary of Leave Entitlements

Name	Agreement Clause Reference	Entitlement		Notes
Annual Leave	Schedule C Section 33	Accrues at 5 weeks per year		
Personal/Sick Leave	Schedule C Section 34	Accrues at 1 Day per month for first year of service; 15 days per year in the second and subsequent years of service		
Bereavement Leave	Schedule C Section 35	Travel Distance – One Way	Leave Entitlement	
		Up to 250km	2 days	
		250-500km	3 days	
		Over 500km	4 days	
Parental Leave	Schedule C Section 36	See Table at Schedule C Clause 36.3		
Long Service Leave	Schedule C Section 37	13 weeks after 10 years of continuous service 1.3 week for each additional year		

### 33. Annual Leave

- 33.1. Employees, other than casuals, shall accrue annual leave at the rate of five (5) weeks per year.
- 33.2. Unless otherwise approved by the relevant Manager, the following annual leave arrangements shall apply to employees, except for those employees involved in providing a skeleton staff to maintain Council's services during the Christmas/New Year period:
- (a) A minimum of one (1) week's annual leave to be taken over the Christmas/New Year period.
  - (b) Any remaining annual leave shall be taken at the employee's discretion in minimum periods of a single day and be taken when mutually convenient to the employee and Council.
  - (c) Employees must provide a minimum notice of seven (7) working days, except in exceptional circumstances and where approved by the relevant Manager.
- 33.3. Employees may accumulate a maximum of ten (10) weeks of annual leave in their balance.

33.4. However, if an employee has accumulated over ten (10) weeks of annual leave at the time of implementation of this Agreement, the employee is to reduce the accumulated annual leave to ten (10) weeks within twelve months.

33.5. In reducing annual leave balances, the taking of annual leave will be at a mutually agreeable time or times agreed between the employee and their manager. Where a decision cannot be determined, the Chief Executive Officer may direct an employee to take annual leave to reduce their balance to ten (10) weeks.

#### 34. End of year closure

34.1. For a minimum, the Council office and depot will be closed between Christmas and New Year's Day, inclusive.

34.2. Additional closure days may be determined by Council resolution.

34.3. During the closure period, other than public holidays, by default employees leave shall be taken in the following order:

- (a) Banked RDOs
- (b) Banked TOIL
- (c) Annual Leave
- (d) Leave without pay

34.4. Employees wanting to adjust their leave from this default order will need to provide a leave form at least 2 weeks prior to closure

#### 35. Sick Leave

35.1. Sick leave is provided for in the Award and shall apply to all employees, other than casuals.

35.2. Sick leave shall accumulate at the rate of one (1) day per month in the first year of service and fifteen (15) days per year in the second and subsequent years of service.

35.3. An employee who is absent from work due to illness or injury must provide prompt notification to the immediate supervisor. Payment for any absence on sick leave that exceeds two (2) consecutive days shall be contingent upon production by the employee concerned of a certificate from a duly qualified medical practitioner, statutory declaration or other evidence of illness satisfactory to Council.

35.4. Where sick leave is excessive and establishes a pattern, the Chief Executive Officer may request a medical certificate on every occasion of absence on sick leave.

35.5. The requirement for medical evidence under clause 35.4 shall cease after six (6) months, unless the sick leave remains to be excessive and/or continues to form a pattern.

## 36. Bereavement Leave

- 36.1. Upon the death of a family member as defined in the Queensland Employment Standards, an employee may be granted bereavement leave when attending a funeral that requires travel in accordance with the table below.

Distance	Leave entitlement
Up to 250km	2 days
250 – 500km	3 days
Over 500km	4 days

- 36.2. A family member for the purpose of clause 36.1 shall mean any of the following:
- (a) Spouse, child, ex-nuptial child, step-child, adopted child, foster child, ex-foster child, parent, step-parent, parent in-law, grandparent, grandchild, sibling of the employee, step sibling, sibling in-law, child in-law, parent's sibling, sibling's child and parent's sibling's child.
- 36.3. The taking of bereavement leave shall be subject to the production of evidence of death satisfactory to Council or the completion of a statutory declaration if so requested by Council.

## 37. Parental Leave

- 37.1. These parental leave arrangements apply to:
- (a) An employee who is pregnant
  - (b) An employee whose spouse gives birth
  - (c) An employee who is adopting a child
  - (d) An employee whose pregnancy enters the third trimester but does not end in the birth of a living child
- 37.2. All claims made for parental leave must be supported by appropriate medical documentation
- 37.3. An employee who has completed 24 months of continuous service, is entitled to paid parental leave at either full rate or half rate, as outlined below:

Parent	Entitlement		When the leave can be taken
	Full Rate	½ rate	
Primary Care Giver	6 weeks	12 weeks	From the date of birth of the Child or the date the child comes into the custody of the parents
Non-primary Care Giver	3 weeks	6 weeks	From 2 days prior to the expected birth of the child or the date the child comes into the custody of the parents.

37.4. Where both caregivers are employees of Council, they may share up to 2/3 of their entitlement with the other care giver. Shared paid parental leave will be paid at the rate of the employee originally entitled to the leave.

37.5. Part time employees are eligible for paid parental leave on a pro-rata basis. This will be calculated using the average weekly hours for the preceding 12 months

37.6. All employee entitlements will accrue during the period of paid parental leave, on a pro-rata basis

37.7. If the pregnancy of an employee enters the third trimester and terminates other than by the birth of a living child, the employee may take the equivalent of paid parental leave as paid compassionate leave.

37.8. In the case of still birth or infant death, eligible employees will not lose their entitlement to paid parental leave. It will be provided as paid compassionate leave

37.9. This paid parental leave is in addition to any entitlement permissible under the Federal Government's Paid Parental Leave Scheme

37.10. Each employee can only claim parental leave once per child either as primary care giver or non-primary care giver.

## 38. Long Service Leave

38.1. Employees shall accrue long service leave at the rate of thirteen (13) weeks after ten (10) years of continuous service with Council.

38.2. Employees who complete 10 years of continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

38.3. Portability of long service leave entitlements is provided for in Chapter 8, Part 3, Division 2 of the Local Government Regulation 2012.

## Signatories

Signed for and on behalf of

### **Paroo Shire Council**

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Cassandra White

Chief Executive Officer 20.01.2022

In the presence of

Simon Phipps

HR/WHS Officer 20.01.2022

## Signatories

Signed for and on behalf of

**The Queensland Services,  
Industrial Union of  
Employees** (Signature)

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Neil Henderson

Secretary 18.11.2022

In the presence of

(Signature)

Michelle Robertson

18.11.2022