

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

McKinlay Shire Council

AND

The Australian Workers' Union of Employees, Queensland

Queensland Services, Industrial Union of Employees

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

(Matter No. CB/2022/41)

MCKINLAY SHIRE COUNCIL CERTIFIED AGREEMENT 2022-2024

Certificate of Approval

On 3 June 2022, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **MCKINLAY SHIRE COUNCIL CERTIFIED AGREEMENT
2022-2024**

**Parties to the
Agreement:**

- McKinlay Shire Council;
- The Australian Workers' Union of Employees,
Queensland;
- Construction, Forestry, Maritime, Mining & Energy,
Industrial Union of Employees, Queensland; and
- Queensland Services, Industrial Union of Employees

Operative Date: 3 June 2022

Nominal Expiry Date: 3 June 2024

Previous Agreement: *McKinlay Shire Council Certified Agreement 2018-2021*

**Termination Date of
Previous Agreement:** 3 June 2022

By the Commission

J.C. Dwyer
Industrial Commissioner
3 June 2022



MCKINLAY SHIRE COUNCIL
CERTIFIED AGREEMENT
2022-2024

CONTENTS

1. INTRODUCTION	4
1.1 TITLE	4
1.2 APPLICATION	4
1.3 PARTIES BOUND	4
1.4 AWARD RELATIONSHIP	4
1.5 NO EXTRA CLAIMS	5
1.6 DATE AND PERIOD OF THE AGREEMENT	5
1.7 RENEGOTIATION	5
2. PURPOSE AND OBJECTIVES OF THE AGREEMENT	5
2.1 PURPOSE	5
2.2 OBJECTIVES	5
2.3 JOINT CONSULTATIVE COMMITTEE	6
2.4 CONSULTATION	7
2.5 JCC FACILITIES	8
2.6 DISPUTE SETTLEMENT/RESOLUTION	8
2.7 TYPES OF EMPLOYMENT	10
2.8 SECURITY OF EMPLOYMENT	10
2.9 REDUNDANCY	11
3. WORKING ARRANGEMENTS	13
3.1 ORDINARY HOURS	13
3.2 AUTHORISED OVERTIME	14
3.3 MAJOR WORKS AND PROJECTS	14
3.4 ROSTERED DAYS OFF (RDO)	14
3.5 WET WEATHER	15
3.6 LOCAL AREA AGREEMENTS (LAAs)	15
3.7 FAMILY FRIENDLY WORKING ARRANGEMENTS	16
3.8 TIME OFF IN LIEU OF OVERTIME WORKED (TOIL)	16
4. REMUNERATION AND BENEFITS	17
4.1 WAGE RATES	17
4.2 SALARY/WAGE INCREASES	17
4.3 HIGHER DUTIES	17
4.4 SUPERANNUATION	18
4.5 SALARY SACRIFICE	18
4.6 CLASSIFICATIONS, POSITION DESCRIPTIONS AND SALARY INCREMENTS	19
4.7 SALARY INCREMENTS	19
4.8 ALLOWANCES	19
4.9 REIMBURSEMENT OF THE COST OF HIGH-RISK LICENCES AND TICKETS	20
5. LEAVE ARRANGEMENTS	21
5.1 ANNUAL LEAVE	21
5.2 LONG SERVICE LEAVE	21
5.3 PERSONAL LEAVE	22
5.4 PARENTAL LEAVE	22
5.5 BEREAVEMENT LEAVE	23

5.6	NATURAL DISASTER LEAVE	23
5.7	STATE EMERGENCY SERVICES OR FIRE BRIGADE	24
5.8	ANNUAL CLOSEDOWN	24
5.9	EXTRAORDINARY EVENT CLOSEDOWN.....	25
5.10	DOMESTIC VIOLENCE LEAVE AND SUPPORT MEASURES	25
6.	MISCELLANEOUS PROVISIONS.....	26
6.1	ALCOHOL/DRUG TESTING	26
6.2	EMPLOYEE DEVELOPMENT/TRAINING	26
6.3	PAYMENT FOR TRAVEL	27
6.4	VACANCIES	27
6.5	WORK HEALTH AND SAFETY	28
6.6	UNION ENCOURAGEMENT	29
6.7	SICK LEAVE MANAGEMENT PROCEDURE	31
6.8	TRANSITION TO RETIREMENT ARRANGEMENTS	32
6.9	OVERPAYMENT OF WAGES	32
6.10	PANDEMIC ARRANGEMENTS	33
7.	SCHEDULE ONE: PAY RATES	34
7.1	QUEENSLAND LOCAL GOVERNMENT INDUSTRY (STREAM A) AWARD – STATE 2017: DIVISION 2 – SECTION 1 (LG OFFICER) 34	
7.2	QUEENSLAND LOCAL GOVERNMENT INDUSTRY (STREAM A) AWARD – STATE 2017: DIVISION 2 – SECTION 2 (EARLY LEARNING CENTRE STAFF)	36
7.3	QUEENSLAND LOCAL GOVERNMENT INDUSTRY (STREAM B) AWARD – STATE 2017 – DIVISION 2 SECTION 5 (LG EMPLOYEES).....	39
7.4	QUEENSLAND LOCAL GOVERNMENT INDUSTRY (STREAM C) AWARD – STATE 2017 – DIVISION 2 - SECTION 1 (BUILDING TRADES SERVICES).....	40
7.5	QUEENSLAND LOCAL GOVERNMENT INDUSTRY (STREAM C) AWARD – STATE 2017 – DIVISION 2 - SECTION 2 (ENGINEERING SERVICES).....	41
8.	SCHEDULE TWO – ALLOWANCES	42
9.	SIGNATORY PAGES	43

1. INTRODUCTION

1.1 TITLE

- 1.1.1 This Agreement shall be known as the ‘*McKinlay Shire Council Certified Agreement 2022 – 2024*’ (**Agreement**).

1.2 APPLICATION

- 1.2.1 This Agreement applies to the McKinlay Shire Council (Council) and employees engaged in classifications listed in Schedule 1 to this Agreement, except those specifically excluded in Clause 1.2.2.
- 1.2.2 This Agreement shall not apply to the employment of a senior officer, as defined in Division 2 – Section 1 – Clause 4.2 of the *Queensland Local Government Industry (Stream A) Award – State 2017*, employed under a written contract of employment, where:
- a) the contract of employment states that the Award or Agreement will not apply to the terms and conditions applicable to the employee; and
 - b) the terms and conditions of the contract do not result, on balance, in a reduction in the overall terms and conditions of employment that would have been applicable to the employee under the Agreement.

1.3 PARTIES BOUND

- 1.3.1 This Agreement shall be binding on the following Parties:
- a) McKinlay Shire Council (Council);
 - b) the employees of Council whose classifications appear in this Agreement or the Awards (employee/employees/staff); and
 - c) the following Unions:
 - i) Queensland Services, Industrial Union of Employees;
 - ii) The Australian Workers’ Union of Employees, Queensland; and
 - iii) The Construction, Forestry, Mining and Energy, Industrial Union of employees Queensland.

1.4 AWARD RELATIONSHIP

- 1.4.1 This Agreement shall be read and applied in conjunction with the terms of the following Awards: -
- a) Queensland Local Government Industry (Stream A) Award - State 2017
 - b) Queensland Local Government Industry (Stream B) Award - State 2017
 - c) Queensland Local Government Industry (Stream C) Award - State 2017
- 1.4.2 Where the terms “Award” or “Awards” is used in the Agreement it refers to one or more of the Awards listed above.

1.4.3 If there is any inconsistency between this Agreement and the above Awards, this Agreement shall prevail to the extent of that inconsistency. Where the Agreement is silent, then the applicable Award shall apply.

1.4.4 The exception to clause 1.4.3 will be Local Area Agreements (LAAs) developed during the life of this Agreement.

1.5 NO EXTRA CLAIMS

1.5.1 During the period of operation of the Agreement it is agreed that there shall be no further claims for wage or salary increases, or improvement in employment conditions sought or granted, except for those provided under the terms of this Agreement.

1.5.2 This does not include adjustments to the Award rates of allowances not covered in this Agreement.

1.6 DATE AND PERIOD OF THE AGREEMENT

1.6.1 This Agreement shall come into effect on certification by the Queensland Industrial Relations Commission

1.6.2 This Agreement shall have a nominal expiry date two years after the date of certification.

1.7 RENEGOTIATION

1.7.1 Any party to this Agreement may propose renegotiation of a replacement agreement within six months prior to this Agreement's nominal expiry date with an aim to finalise the replacement agreement prior to this Agreement reaching the nominal expiry date.

2. PURPOSE AND OBJECTIVES OF THE AGREEMENT

2.1 PURPOSE

2.1.1 It is agreed that the continued financial viability of the Council is fundamental to this Agreement and as such the purpose of this Agreement is to set out;

- a) the framework for simultaneously achieving ongoing productivity and efficiency improvements; and
- b) improved working conditions for the Council's employees.

2.2 OBJECTIVES

2.2.1 This Agreement facilitates a workplace that is responsive to a changing environment. The Council and employees can then anticipate and react to pressures from the community, business and government sectors. Accordingly, it assists the Council and its employees to maximise efficiency and effectiveness.

2.2.2 This process shall include the following elements:

- a) Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment, and provide rewards and recognition commensurate with these improvements.

- b) Commit to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and the Council's customers.
- c) Promote a harmonious and productive work environment through ongoing cooperation and consultation.
- d) Commit to maintaining a healthy and safe work environment.
- e) Focus on competitiveness to ensure the Council maintains a viable, effective and secure workforce.
- f) Promote job satisfaction by enabling employees to gain and utilise a broad range of skills, and access relevant training programs so employees can achieve these objectives.
- g) To enhance the opportunity for employees to achieve a balance of work and family life and thereby contribute to improved work satisfaction and morale, and consequently to the increased effectiveness and efficiency of operations to the mutual benefit of the Council and employees.
- h) The Parties shall be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.

2.3 JOINT CONSULTATIVE COMMITTEE

- 2.3.1 In order to facilitate ongoing and harmonious industrial relations the Parties to this Agreement shall maintain a Joint Consultative Committee (JCC). Union/s and management are committed to achieving improved and effective consultation in the workplace and agree that cooperative consultation will provide employees with an opportunity, through their union/s and committee representatives, to participate fully in decisions which impact on their working lives and improve productive performance.
- 2.3.2 The JCC shall comprise of representatives of the Council's management and union officials and union delegates from the unions listed as parties to this Agreement who represent employees. Management representatives shall consist of the CEO and any person(s) nominated by the CEO.
- 2.3.3 All members of the JCC agree to attend meetings and contribute to those meetings in the spirit of cooperative consultation. Each committee representative will be entitled to nominate a proxy to attend when they are unable to attend.
- 2.3.4 It is acknowledged that there may be occasions when it will be necessary to invite additional representatives to JCC meetings. Where this is likely to occur, it is the responsibility of the parties to advise the JCC Chair in advance, of the necessity to extend the maximum participation numbers. Agreement to such a request will not be unreasonably withheld.
- 2.3.5 The JCC shall arrange to meet quarterly each calendar year with dates and times to be agreed by the JCC. The Council agrees to convene the JCC for additional meetings as required, with the time and date to be mutually agreed by the parties.
- 2.3.6 Council will send a meeting invitation to JCC attendees at least one month prior to the proposed date. All attendees must indicate their intention to attend the meeting by accepting the invitation no later than two weeks prior to the meeting. If, two weeks prior to the meeting, fewer than half of the total number of attendees have accepted the meeting

invitation, Council may cancel the meeting. There is no obligation on Council to reschedule a quarterly JCC meeting.

2.3.7 The JCC will consider all matters including, but not limited to:

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

2.4 CONSULTATION

2.4.1 Council will consult with employees, and where relevant, their union/s before making a decision likely to be of particular significance to the employees.

2.4.2 Significant effects include 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.

2.4.3 Where this Agreement or the Awards make provision for alteration of any of the matters referred to in clauses 2.4.1, 2.4.2 and 2.4.3 an alteration shall be deemed not to have significant effect.

2.4.4 The employer shall consult the employees affected and 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).

2.4.5 For the purpose of clause 2.4.4, measures to avoid or minimise the terminations and/or adverse effects on the employees concerned will include, but not be limited to, such things as discussions relating to retraining and/or redeployment options prior to redundancies taking effect.

2.4.6 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.

2.4.7 Notwithstanding the provision of clause 2.4.6, the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

2.4.8 Where appropriate, a special meeting of the JCC referred to in clause 2.3.4 of this Agreement will be organised at the request of any party to this Agreement within two weeks if no meeting of the JCC is scheduled for that period, or at a time mutually agreed by the parties.

- 2.4.9 At that special meeting of the JCC, employees and their union/s will provide feedback on the employer's proposal including options which will include ways to avoid or minimise the effects of the proposed changes.
- 2.4.10 Council commits to giving genuine consideration to any proposals received.

2.5 JCC FACILITIES

- 2.5.1 The following facilities shall be made available to the Parties involved in any consultative forum set up in accordance with this Agreement:
- a) Meetings, associated work and reporting should occur in normal working time.
 - b) Reasonable access to normal Council facilities such as word processing, photocopying, postal system internal mail, telephone, storage facilities and meeting rooms.
 - c) Access to a room with normal office facilities shall be provided for representatives of the Parties to discuss matters associated with consultative forums established under this Agreement.

2.6 DISPUTE SETTLEMENT/RESOLUTION

- 2.6.1 Prevention and settlement of disputes - Award or Agreement matters
- a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the relevant Awards and this Agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
 - b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
 - c) In the event of any disagreement between the parties as to the interpretation or implementation of the relevant Awards and this Agreement, the following procedures shall apply:
 - i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond seven days;
 - ii) if the matter is not resolved as per clause 2.6.1(c)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond seven days;
 - iii) if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days;
 - iv) if the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission.

- d) Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

2.6.2 Prevention and settlement of employee grievances and disputes – other than Award or Agreement matters:

- a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- b) The following procedure applies to all industrial matters within the meaning of the Act:
 - i) **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.
 - ii) **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.
 - iii) **Stage 3:** If the grievance is still unresolved, the manager will advise the employer and the aggrieved employee may submit the matter in writing to the employer if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.
- c) The employer shall ensure that:
 - i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- d) The employer may appoint another person to investigate the grievance or dispute. The employer may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- e) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. The employer shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
 - i) **Stage 1:** Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
 - ii) **Stage 2:** Not to exceed 7 days.

- iii) **Stage 3:** Not to exceed 14 days
- g) If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the union.
- h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

2.7 TYPES OF EMPLOYMENT

2.7.1 An employee may be engaged on a Full-time, Part-time, casual or fixed term basis.

2.7.2 Casual Conversion

- a) A long-term casual employee is defined as an employee who is employed as a casual employee on a regular and systematic basis for a period of at least one year, employed under the Local Government Industry Stream B or Stream C Awards, may elect (subject to the provisions of this clause) to have their contract of employment converted to permanent employment. The Council may on reasonable grounds refuse the employee's request.
- b) Casual employees employed under the Local Government Industry Stream A Award, may request conversion to permanent employment under the terms of the relevant clause in Division 2 Section 1 of that Award.
- c) Where it is agreed that a long-term casual employee has their contract of employment converted to permanent employment, the conversion will take effect from the commencement of the next pay cycle following such agreement, unless otherwise mutually agreed.
- d) The average number of ordinary hours the long-term casual has worked over the previous three months shall be used as a guide to determine the type of permanent employment.
- e) Conversion of employment will not impact the employee's continuity of employment.

2.7.3 Apprentices & Trainees

- a) The contract of employment for apprentices and trainees shall be as required by the Order – Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003, the relevant Award and this Agreement.
- b) The Parties to this Agreement recognise the importance of employing Apprentices and Trainees either directly or indirectly to ensure proper skills and development of the trade or discipline. The Council agrees that Apprentices and Trainees shall be entitled to all terms and conditions of this Agreement, and their weekly ordinary wage rate of pay shall be calculated in accordance with the salary scales in Schedule 1 of this Agreement.

2.8 SECURITY OF EMPLOYMENT

2.8.1 The Parties recognise that the Council wishes to preserve as many as possible of the positions that currently exist. Accordingly, the Council shall take steps to ensure that they have the benefit of a stable and committed workforce.

- 2.8.2 The Parties to this Agreement believe that security of employment is an outcome of service delivery to the community. The Parties further agree that they intend to preserve and where appropriate, increase Council's ability to provide continuing high-quality services to the community and in doing so create security of employment.
- 2.8.3 Such steps shall include measures to increase the security of employees' employment; however, the Parties recognise that the Council shall require the use of contractors or hire staff on contract to carry out Council work. Where this occurs in the following areas, this Agreement shall not have effect.
- a) The Council shall use contractors:
 - i) where the work volume is beyond the capacity of the Council's resources or existing staff;
 - ii) Where the type of work or specialisation required is beyond the capacity of the Council's resources or existing staff; and
 - iii) In circumstances where it is more cost effective to deliver quality services.
 - b) Contractors and/or their employees shall not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed.
- 2.8.4 The use of contractors/labour hire personnel shall be managed in a manner that ensure the optimal Council business and community needs are achieved without eroding the job security of existing permanent employees.

2.9 REDUNDANCY

2.9.1 Consultation

- a) Prior to making positions redundant, Council will undertake consultation in accordance with clause 2.4.

2.9.2 Transfer to lower paid duties

- a) Where an employee is transferred to a lower paid position due to their previous position becoming redundant, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled, if the employee's employment had been terminated.
- b) The Council may, at the Council's option, make payment in lieu of notice of transfer, in an amount equal to the difference between the former amount that the Council would have been liable to pay, and the new lower amount the Council is liable to pay the employee for the number of weeks of notice owing.
- c) The amount will 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; and
 - iii) any other amounts payable under the employee's employment contract.

2.9.3 Time off during notice period

- a) Where a decision has been made to terminate an employee's employment due to redundancy, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Council, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration shall be sufficient.

2.9.4 Severance pay

Period of Continuous Service	Severance Payment (weeks)
Less than 1 year	nil
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	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

2.9.5 Employees with less than one year's service

- a) This clause 2.9 shall not apply to employees with less than one year's continuous service. The general obligation on the Council towards those employees should be no more than to give them an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate those employees obtaining suitable alternative employment.

2.9.6 Employees exempted

- a) This clause 2.9 shall not apply:
 - i) Where employment is terminated as a consequence of misconduct on the part of the employee; or
 - ii) to employees engaged for a specific period or task(s); or
 - iii) to casual employees; or

- iv) if the Council obtains acceptable alternative employment for an employee that does not involve relocation from the shire area.

2.9.7 Incapacity to pay

- a) The Council in a particular redundancy case may make application to the QIRC to have the general severance pay prescriptions amended on the basis of the Council's incapacity to pay.

3. WORKING ARRANGEMENTS

3.1 ORDINARY HOURS

3.1.1 Work Cycles (Nineteen-day month)

- a) This clause 3.1.1 does not apply to employees engaged to work in the Early Learning Centre.
- b) Council agrees to continue providing for a 19-day month for the duration of this Agreement. However, a different work cycle may be agreed upon from time to time, in order to meet the Council's operational requirements.
- c) Full-time employees (whether permanent or fixed term) who are employed to work either a 38 hour or 36.25 hour week) shall work their ordinary hours within a nineteen day month. However, depending on operational requirements, a different work cycle may be agreed upon by the relevant Parties. For the purpose of this clause a month means two consecutive fortnights.
- d) The work cycle shall provide a Rostered Day Off (RDO) each month. The Parties agree that the principle behind RDOs is that the RDO shall be taken when due. Banking of any RDOs shall be by prior written arrangements with the Council.

3.1.2 Span of Hours

- a) It is agreed that the span of hours shall be worked between the hours of 5:00 a.m. and 7:00 pm.
- b) Ordinary hours shall be worked on any day Monday to Friday inclusive. However, by agreement with the relevant employee/s, employee/s may agree to work their ordinary hours from Monday to Sunday (inclusive).
- c) The ordinary hours may include employees working:
 - i) Any consecutive five days in seven; or
 - ii) Any consecutive ten days in fourteen.
- d) Where an employee is required to work on a Saturday, Sunday or a Public Holiday, they shall receive the relevant penalty rate as per the Awards.

3.1.3 Saturday, Sunday, Public Holidays

- a) Notwithstanding clause 3.1.2, employees employed in the following positions/areas may be required to work Saturday or Sunday or a Public Holiday to suit the operational requirements of the Council.
 - Aerodrome and airports;
 - Caretakers and hall organisers;

- Cleaners;
- Community Services and recreation centres;
- Garbage, Sanitary, Sullage & Sewerage employees;
- Local Law Enforcement;
- Libraries;
- Livestock and Saleyards;
- Rural Grader drivers;
- Visitor Information Centres and Tourism Services.

3.2 AUTHORISED OVERTIME

- 3.2.1 Employees shall not work any overtime unless they have been instructed to do so by the employee's supervisor or where other agreed arrangements are in place. Unauthorised overtime worked may not be paid as it shall be considered voluntary.

3.3 MAJOR WORKS AND PROJECTS

- 3.3.1 For certain major works and projects, flexible work hours, days or weeks may be required. The agreed flexibility shall be by mutual written agreement between the CEO and the relevant employees and their representatives, if requested. Agreement to this flexibility is not to be unreasonably withheld by either Party.

3.3.2 Averaging hours

In these circumstances, ordinary hours may be spread over seven days and may include (but not be limited to):

- Arranging working days over an extended period to accommodate project work, peaks and troughs in workloads or climatic weather patterns (10 on 4 off, etc). In such cases, Saturdays and Sundays falling within the period of work shall not incur overtime payment unless the average of 38 or 36.25 (as appropriate) hours has been exceeded over the roster cycle;
- Averaging ordinary hours as determined in clause 3.3.2(a) shall apply to rural grader drivers; and
- Implementing overlapping shift rosters for increased productivity and greater utilisation of plant and equipment.

3.4 ROSTERED DAYS OFF (RDO)

3.4.1 Engineering services staff

- Employees within Engineering Services shall generally work a nineteen-day month, allowing one RDO each month. Depending on operational requirements, a different work cycle may be worked e.g. a ten days on four days off work cycle.
- Generally, no banking of RDOs shall be permitted, however, flexibility is provided for, and employees may, if required to work their RDO, bank up to three days to be used during the Christmas closedown.

- c) On request of an employee or a management representative, an RDO can be reallocated to a different day with the agreement of the Council and a majority of staff within a crew. This decision would then apply to all staff within that crew.
- d) This clause shall not prevent the Parties agreeing to a different work cycle depending on operational circumstances. Banked time, whether it be RDOs and/or Time Off In Lieu of Overtime Worked (TOIL), must be used prior to the taking of annual/long service leave.

3.4.2 All other staff

- a) All other staff shall generally work a nineteen-day month, allowing one RDO each month.
- b) Generally, no banking of RDOs shall be permitted, however, flexibility is provided for, and employees may, if required to work their RDO, bank up to three days to be used during the Christmas closedown.
- c) Upon the request of an employee or the Council, an RDO may be reallocated to a different day.
- d) Banked RDOs may be taken at any other time subject to agreement between the employee and supervisor. All RDOs shall be available when required subject to employees giving at least one week's notice in writing to their supervisor and provided that the Council operations and provision of services are not interrupted or rendered less efficient or more costly.
- e) Banked time, whether it be RDOs and/or TOIL must be used prior to the taking of annual/long service leave.
- f) This clause shall not prevent the Parties agreeing to a different work cycle depending on operational circumstances.

3.5 WET WEATHER

- 3.5.1 Meaningful work shall be carried out during wet weather. Supervisors shall maintain a register of suitable works that can be carried out during wet days so that time is not lost in allocating appropriate work.
- 3.5.2 During wet weather, where it may not be possible to carry out meaningful work, employees may be directed to take their RDO and then work their allocated RDO as a normal day. Reallocation of RDOs in this manner may only occur on three occasions throughout the year. This shall be determined by management/supervisors on a case-by-case basis.
- 3.5.3 For this clause, meaningful work includes alternate duties which are considered to be within the capabilities of the employee and may also include skill enhancement and other training initiatives.

3.6 LOCAL AREA AGREEMENTS (LAAs)

- 3.6.1 The parties agree that it is appropriate to provide for a process that enables workgroups or individuals to develop and implement flexible working arrangements suited to the needs of the workgroup or task(s) in hand.
- 3.6.2 Where the employees to be directly affected and the Council mutually agree on the need for such flexible working arrangements, the following process shall be applied:

- a) The Council and the majority of impacted employees agree on the need for a flexible working arrangement or LAA.
- b) The impacted employees and where relevant, their union/s, and the Council shall consult, reach agreement by majority and then document the LAA.
- c) LAAs require consensus from the majority of impacted employees and approval by the CEO in order to be ratified.
- d) All other LAAs created during the term of this Agreement shall be maintained by the Council.
- e) The terms of the LAA must be in writing, setting out the terms, including the pre-determined term of the LAA, and provisions for the termination of the LAA, and signed by Council and the relevant employees.

3.6.3 The Parties acknowledge the requirement for LAAs as these allow the Council's Business Units or individuals to develop and implement flexible working arrangements designed to achieve improved productivity for specific roles, duties or projects. In instances where a conflict exists between an existing LAA and a proposed new LAA, the status quo shall be maintained until the conflict is resolved through the Dispute Resolution procedure contained within this Agreement.

3.7 FAMILY FRIENDLY WORKING ARRANGEMENTS

- 3.7.1 The parties to this Agreement support the provision of flexible working arrangements which are consistent with objectives of this Agreement in Clause 2.2.
- 3.7.2 Where an employee requests a flexible work arrangement, this request will be managed in accordance with Part 3 Division 4 of the Queensland Employment Standards in the Queensland Industrial Relations Act.

3.8 TIME OFF IN LIEU OF OVERTIME WORKED (TOIL)

- 3.8.1 Overtime can only be worked with the prior approval of an employee's supervisor. Any overtime worked by employees covered by this Agreement shall be paid at the appropriate overtime rate. However, with the approval of the Council the employee may elect to take TOIL and shall be allowed time off duty equal to the number of hours worked as overtime.
- 3.8.2 Such time off shall be on a one for one basis, paid at the ordinary time rate of pay, and may be taken at any time subject to the following conditions:
 - a) The employee has accumulated an appropriate amount of TOIL at the commencement of the day upon which the TOIL is taken;
 - b) Operational needs are to be considered when time off is granted and the employee's time off shall only be approved when it doesn't impose on operational demands;
 - c) Prior approval of the supervisor has been obtained. Where four or more hours accrued time off is to be taken, such requests must be submitted to the supervisor with at least 24 hours' notice;
 - d) In the case of an emergency an employee may contact their manager and arrange to take this time off without 24 hours' notice.
- 3.8.3 Generally, TOIL shall be given and taken within three months of the occurrence of the overtime, however with the Council's approval, TOIL, up to a maximum of three days, may

be banked for longer than three months for use during the annual closedown period. The combined annual closedown banked time, whether RDO and/or TOIL cannot exceed the three days.

3.8.4 For those employees working a ten on four off roster (or other similar arrangements), the period of three months may be extended with CEO approval. For example, this may be where, in the interests of operational efficiency, the employees work through a public holiday as part of their normal work cycle.

3.8.5 Subject to the above, all other TOIL not taken within three months of accrual shall be paid out at single time. Where TOIL is not granted by the Council within the prescribed three-month period, the time off shall be paid to the employee at the applicable overtime rate. Banked time, whether it be RDOs and/or TOIL must be used prior to the taking of annual/long service leave.

4. REMUNERATION AND BENEFITS

4.1 WAGE RATES

4.1.1 Employees whose conditions of employment are governed by this Agreement shall receive, over the life of this Agreement, remuneration as detailed in the Schedules to this Agreement.

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

4.2 SALARY/WAGE INCREASES

4.2.1 Wage/Salary increases under this Agreement shall be as detailed below and shall become effective from the first full pay period following the dates stated below:

- a) 2.5% upon certification of the Agreement by the Queensland Industrial Relations Commission; and
- b) 2.5% on the first anniversary of the date of certification of the Agreement by the Queensland Industrial Relations Commission.

4.2.2 The pay increases in clause 4.2.1 and the other benefits provided in this Agreement, replace any State Award wage increases granted during the term of this Agreement.

4.3 HIGHER DUTIES

4.3.1 In an acknowledgement that the Council requires some employees to undertake higher duties to assist with the Council's operations, each employee who performs higher duties shall be paid at the higher rate for the actual hours worked. If an employee was to work more than four hours at a higher level, then they shall be paid for the whole shift (day) at that higher rate.

4.4 SUPERANNUATION

- 4.4.1 Superannuation contributions will be made to a complying fund of the employee's choice. Where the employee does not choose a fund, superannuation payments will be made by Council to LGIA Super as the default fund.
- 4.4.2 Superannuation payments will be made for all periods of paid leave in accordance with legislative requirements.
- 4.4.3 Council will continue to pay superannuation contributions to the nominated superannuation fund fortnightly and payments disclosed on employee's payslips.
- 4.4.4 From the date specified in clause 4.2.1(a), Council agrees to pay 12.5% superannuation contribution to employees' superannuation funds where those employees make contributions in accordance with the Local Government Regulation 2012.
- 4.4.5 From the date specified in clause 4.2.1(b), Council agrees to pay 13.0% superannuation contribution to employees' superannuation funds where those employees make contributions in accordance with the Local Government Regulation 2012.

4.5 SALARY SACRIFICE

- 4.5.1 Salary sacrifice refers to an arrangement where an employee elects to receive part of their gross salary as a benefit rather than as salary. To achieve this, the Employee sacrifices a portion of their pre-tax ordinary pay as prescribed by the Award or this Agreement for the specified benefits.
- 4.5.2 Council encourages Employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.
- 4.5.3 All salary sacrifice arrangements must comply with any Australian taxation laws and rulings affecting salary sacrifice arrangements that may be introduced or amended from time to time.
- 4.5.4 Employees will have the option of requesting that part of their gross pay may be salary sacrificed to provide the following benefits:
 - a) Contributions to a complying superannuation fund
 - b) Lease of a motor vehicle, or
 - c) Any other lawfully deductible benefits as requested by the employee, including but not limited to, remote area benefits, tools of trade and relocation benefits where applicable and for which salary sacrifice arrangements are available.
- 4.5.5 Council may engage the services of an independent salary sacrificing organisation to facilitate the management of salary sacrificing arrangements.
- 4.5.6 Any tax, direct financial and administration costs of the salary sacrifice arrangement will be borne by the employee and no additional cost will be incurred by Council due to the salary sacrifice arrangement.
- 4.5.7 Notwithstanding anything contained in this clause 4.5, the employee's gross pay prior to any salary sacrifice deduction will be used as the basis of calculation of any other entitlements or deductions that may derive from the pay rate. Such matters include, but not limited to:

- a) Termination Payments, superannuation and paid leave;
- b) Calculation of redundancy benefits; and/or
- c) Calculation of overtime, shift and allowance payments.

4.6 CLASSIFICATIONS, POSITION DESCRIPTIONS AND SALARY INCREMENTS

4.6.1 The Council's positions are classified in accordance with the level definitions provided for in the relevant Awards, and in some cases in conjunction with an independently sought job evaluation technique. Position descriptions shall be used as the primary source of classifying positions.

4.6.2 Final Trim Grader Driver

Designated final trim grader operators are those grader operators responsible for construction of roads to level tolerances of plus or minus 15 mm and shall be classified at Level 7 of this Agreement. Where a grader operator is not classified at Level 7 and performs work that would be classed as final trim work, the grader operator shall receive higher duties for the time so worked.

4.7 SALARY INCREMENTS

4.7.1 Employees who have their terms and conditions governed by the Local Government Stream A Award, Division 2 Section 1, shall move to the next highest salary point within a level by annual increment subject to satisfactory performance for the previous twelve months in accordance with the Council's annual performance appraisal system.

4.8 ALLOWANCES

4.8.1 Allowances will be paid for the duration of this Agreement as per the relevant Award with the exception of the allowances set out in this clause. The allowances listed below shall be subject to adjustment each year in line with the percentage wage increase as determined in clause 4.2 of this Agreement.

4.8.2 Camp Allowance

- a) When it is necessary for an employee to live in a camp provided by the Council, either because there are no reasonable transport facilities to enable the employee to travel to and from home each day, or because the employee is directed to live in such a camp, the employee shall be paid an allowance per night as shown in Schedule 2 to this Agreement.

4.8.3 Meal Allowance

- a) Where an employee works overtime and that work continues beyond two hours, the Council shall provide the employee with a suitable meal.
- b) Where the Council is unable to provide the meal or chooses not to, the employee shall be paid such an allowance as shown in Schedule 2 to this Agreement.

4.8.4 Dangerous Chemicals Allowance

- a) Employees using dangerous chemicals (e.g. highly poisonous herbicides/pesticides) shall be paid such an allowance as shown in Schedule 2 to this Agreement.

4.8.5 Dead Animal Allowance

- a) Where an employee is engaged in the removal of a dead animal by hand, they shall be paid such an allowance as shown in Schedule 2 to this Agreement.

4.8.6 Corporate clothing allocation

- a) The provision of corporate clothing to employees shall be administered as per the Council's Policy. Employees provided with corporate clothing are required to wear the corporate clothing on all occasions during work periods.

4.8.7 Sodium Fluoro Acetate

- a) Where an employee is directed by the Council to prepare Sodium Fluoro Acetate baits for the control of wild dogs and feral pigs, the employee shall receive such an allowance as shown in Schedule 2 to this Agreement.

4.8.8 Toilet Cleaning Allowance

- a) Where an employee is employed to, or is directed to, clean public toilets or toilets within Council's buildings and spaces, the employee shall receive a flat allowance as shown in Schedule 2 to this Agreement. To avoid doubt to and in order to claim this allowance, the employee has to be actively engaged in cleaning urinals and pedestals and not be employed in just hosing out the toilet block.

4.8.9 On Call Allowance

- a) An on-call allowance of \$35.00 per day shall be paid to each employee appointed to be on-call. No employee shall remain on call for more than one consecutive calendar week.
- b) It is required that employees who are "On-Call" will remain contactable, and in mobile telephone range, and will carry and respond to the nominated after-hours telephone and be available and fit for immediate duty while on-call.
- c) This allowance is in substitution of the 'Availability Allowance' in clause 18.5 of Division 2, section 1 of the *Queensland Local Government Industry (Stream A) Award – State 2017*, and the 'On Call Allowance clause 18.5 of Division 2, section 5 of the *Queensland Local Government Industry (Stream B) Award – State 2017*.
- d) If the employee is called upon to perform emergency work remotely or from home, all work performed on that day shall be paid at the prescribed overtime rate from the time the employee commences the emergency work until such time as the employee finishes the work.
- e) If an employee is required to perform work on one or more occasion in any one day, the payment received for that day shall not be less than one hour's salary at the prescribed overtime rate.

4.9 Reimbursement of the cost of High-Risk Licences and Tickets

4.9.1 Where Council requires a suitably qualified employee to hold one or more of the following High-Risk licences/tickets to enable them to perform the duties of their appointed position, Council will reimburse the employee for the cost of these High Risk licence or tickets:

- a) Crane licence
- b) Forklift licence
- c) Dogger and Rigger licence
- d) Elevated Work Platforms ticket

- 4.9.2 Reimbursement will only be made on receipt of documentation showing that the employee has obtained the licence or ticket and has paid for it themselves.
- 4.9.3 Reimbursement does not extend to the cost of any training undertaken outside of Council.

5. LEAVE ARRANGEMENTS

5.1 ANNUAL LEAVE

5.1.1 Accrual

- a) All employees covered by this Agreement shall be entitled to paid annual leave of five weeks (25 days) per 12 months, plus a loading of 17.5%.
- b) Annual leave shall be taken at times mutually agreed between the employee and their supervisor, apart from the Christmas shutdown. Annual leave accrual shall be taken within two years of the due date, unless the Council approves accrual beyond two years.

5.1.2 Annual Leave Reduction Scheme

- a) Where an employee has accrued an excessive amount of annual leave the employee shall be required to participate in a leave reduction scheme.
- b) Such scheme shall require the employee to reduce their accrued bank of annual leave over an agreed period of time.
- c) For the purpose of this clause 5.1.2, an excessive amount of annual leave shall be any such leave in excess of ten weeks.

5.1.3 Annual Leave Approval

- a) Council will provide an employee who applies for annual leave with a response to their leave application within 14 days of the application being submitted.
- b) If the leave is denied, a reason for this decision will be provided in writing and any alternative options for available leave dates will be discussed with the employee.
- c) If the employee is not satisfied with the decision made by their supervisor concerning their leave application, they may access the grievance/dispute resolution procedure in this Agreement to address their concerns.
- d) Employees who are aware that they may have future specific needs for leave are encouraged to discuss these with their supervisor at the earliest possible time and prior to making definite commitments to holiday plans.
- e) Employees are required to maintain a leave balance to allow paid leave to be available to cover normal annual closedown periods.

5.2 LONG SERVICE LEAVE

5.2.1 Accrual

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

- b) Long service leave may be taken or the employee shall be paid out on resignation or termination of employment on a pro-rata basis on completion of seven or more years of continuous service with Local Government in Queensland.

5.2.2 Long Service Leave Reduction Scheme

- a) Where an employee has accrued in excess of 19.5 weeks of long service leave the employee shall be required to participate in a leave reduction scheme.
- b) Such scheme shall require the employee to reduce their accrued long service leave over an agreed period of time.

5.3 PERSONAL LEAVE

5.3.1 Sick Leave

- a) Employees whose terms and conditions are governed by this Agreement shall be entitled to 15 days sick leave per annum. For calculation purposes, one day is defined as 7.25 ordinary hours for employees under the LGIA Stream A Division 2 Section 1 Award and 7.6 ordinary hours for employees under the other LGIA Awards.
- b) An employee shall be required to provide a medical certificate or other reasonably acceptable evidence to the Council in order to claim sick leave for absences in excess of two days per occasion. There will be no limit as to the amount of sick leave an employee can use while employed with MSC.
- c) Where an employee claims sick leave immediately prior or post a public holiday, a weekend, an RDO, other permitted day off work they shall be required to provide a medical certificate in order to claim paid sick leave. Where the employee does not provide the required medical certificate or other reasonably acceptable evidence to the Council, they may not receive payment for the day claimed.

5.3.2 Carers Leave

- a) Where an employee is required to care for an immediate family member or member of their household as defined in clause 5.5.6 of this Agreement, they are able to access ten days of their accrued sick leave per annum as Carers Leave.
- b) The use of any further sick leave to provide care for an immediate family member or member of their household (as defined in clause 5.5.6) shall be subject to approval from the CEO.

5.4 PARENTAL LEAVE

5.4.1 Employees who qualify for parental leave may gain additional access to annual leave and long service leave as prescribed below:

- a) Employees may nominate to take annual leave as part of their parental leave on the basis of doubling their current available annual leave days and being paid at half pay; and/or
- b) Employees eligible for long service leave after seven years continuous service may nominate to take their long service leave as part of their parental leave on the basis of doubling their current available long service leave days and being paid at half pay, in accordance with the terms of this Agreement.
- c) The combination of annual leave and/or long service leave at half pay together with unpaid parental leave shall not exceed 52 weeks in total.

- 5.4.2 This leave can either be taken concurrently or following the taking of any benefits from Government Parental Leave Schemes.

5.5 BEREAVEMENT LEAVE

- 5.5.1 With the CEO's approval, an employee (other than a casual employee) may be granted up to a maximum of five days paid leave upon the death of an immediate family member or member of their household (as defined in this clause).
- 5.5.2 These five days shall consist of:
- a) Two days paid bereavement leave on each occasion; and
 - b) A maximum of three accrued personal leave days.
- 5.5.3 Where an employee does not have sufficient personal leave accrued, with the permission of the CEO the employee may access accrued annual leave or other paid leave.
- 5.5.4 With the CEO's approval, employees may be granted up to three days leave from their personal leave entitlements on each occasion where the deceased person is a relative but falls outside the definition of an immediate family member (as defined below in this clause).
- 5.5.5 The taking of bereavement leave shall be subject to the production of evidence of death satisfactory to the CEO or the completion of a statutory declaration, if so requested.
- 5.5.6 Access to bereavement leave in other circumstances may be available subject to the Agreement of the CEO.
- 5.5.7 Casual employees are entitled to two days unpaid bereavement leave upon the death of an immediate family member or member of their household (as defined this clause).
- 5.5.8 Immediate family member or household member shall mean:
- a) An employee's spouse, child, parent, grandchild, grandparent or sibling;
 - b) A child, ex-nuptial child, step child, adopted child, foster child, ex-foster child, parent, grandparent, or sibling of the employee's spouse.
 - c) The word 'spouse' includes a same sex spouse, a former spouse, a de facto spouse and a former de facto spouse.

5.6 NATURAL DISASTER LEAVE

- 5.6.1 For the purposes of this clause, a Natural Disaster is one that has been declared as such by the State or Federal Government. A Natural Disaster may be caused by flooding, bushfire, a weather event, or an earthquake event.
- 5.6.2 On application, employees may access up to two days paid Natural Disaster Leave per annum in the following circumstances:
- a) Where an employee is prevented from attending their normal place of work because of a Natural Disaster and is unable to work from home or another location, or report for work at any of Council's Depots, Service Centres or premises from which that employee's duties are, or can be conducted; or
 - b) Where an employee needs to return home from work because of a Natural Disaster to:

- i) ensure the protection of their families, or
- ii) secure their residence, or
- iii) undertake temporary repairs.

5.6.3 Part time employees are entitled to Natural Disaster Leave on a pro rata basis.

5.6.4 Casual employees are not entitled to access Natural Disaster Leave.

5.6.5 Natural Disaster Leave does not accumulate from year to year.

5.6.6 If an employee has exhausted their entitlement to Natural Disaster Leave in any year, they may apply to access Annual Leave, Long Service Leave or Carers Leave (where relevant) for the days they cannot attend work due to a Natural Disaster.

5.6.7 Where the employee has no leave entitlement available, the employee may be granted unpaid leave by the Chief Executive Officer or relevant General Manager for the days they cannot attend work due to a Natural Disaster.

5.7 STATE EMERGENCY SERVICES OR FIRE BRIGADE

5.7.1 Where an employee is a member of a recognised Emergency Services (including SES or QLD Fire Service) Organisation and they are required during working hours to attend an emergency, there shall be no loss of ordinary time pay for the period agreed to by the Council.

5.7.2 The Council has no responsibility for any expenses incurred during the employee's absence to conduct emergency work. The period of leave must be approved by the Council and such leave shall be recognised for the accrual of entitlements.

5.7.3 On approach from SES or QLD Fire Services, an employee may be granted leave for training purposes provided such training is in line with the Council's Training Policy.

5.8 ANNUAL CLOSEDOWN

5.8.1 The Council's operations shall be closed during the Christmas and New Year period. A skeleton crew as identified by the Council shall be maintained on duty for the duration of the shutdown.

5.8.2 Employees shall initially self-roster for the shutdown periods acknowledging that if agreement cannot be arrived at by employees, the Council shall appoint employees to the skeleton crew as necessary. Final approval of the roster is with the Council to ensure that the necessary skilled personnel remain on the skeleton crew. During the shutdown period employees acknowledge that they shall undertake a variety of duties, as tasks require. By 15 September in each year, employees will be advised of the final arrangements of the shutdown for the coming Christmas/New Year period.

5.8.3 Employees shall be required to take annual leave over this period subject to RDO and TOIL clauses.

5.8.4 This clause shall not prevent the Council from either extending/splitting the shutdown period or because of climatic conditions, introducing a second shutdown period. This shall only occur with approval from the CEO and consultation with relevant employees, for

example where the finishing of a 10/4 shift does not correspond with the scheduled closure period.

5.9 EXTRAORDINARY EVENT CLOSEDOWN

- 5.9.1 At the discretion of the CEO, the Council may require a compulsory close down for a maximum of five working days due to an extraordinary event. This type of close down can only be on one occasion per annum.
- 5.9.2 During this type of event, employees may utilise any amount of RDO or TOIL accumulated by employees and the monthly RDOs referred to in the Wet Weather clause of this Agreement. Where an employee has insufficient RDOs or TOIL they may access their accrued annual leave or where an employee has insufficient accrued annual leave, with the Council's agreement the employee may take an amount of annual leave in advance.
- 5.9.3 Where an employee takes annual leave in advance and they either resign or have their employment terminated prior to the annual leave recurring, the Council shall deduct the amount owing from the employee's final payment.

5.10 DOMESTIC VIOLENCE LEAVE AND SUPPORT MEASURES

- 5.10.1 Employees, other than casual employees, are entitled to 10 days of paid domestic and family violence leave in a year, in accordance with the Queensland Employment Standards in the Industrial Relations Act 2016 if:
 - a) The employee has experienced domestic violence; and
 - b) The employee needs to take domestic and family violence leave as a result of the domestic violence.
- 5.10.2 Part time employees are entitled to paid domestic and family violence leave on a pro rata basis.
- 5.10.3 Casual employees are entitled to unpaid domestic and family violence leave in accordance with the Queensland Employment Standards in the Industrial Relations Act 2016.
- 5.10.4 The Employer may require evidence of domestic and family violence prior to approving leave.
- 5.10.5 In order to provide support to an employee experiencing domestic and family violence and to provide a safe work environment, the employer will approve any reasonable request from an employee for a temporary change to their role.
- 5.10.6 This could include amending their span of hours or pattern of hours and/or shift patterns; job redesign or changes to duties; changes to their telephone number or email address to avoid harassing contact; or any other appropriate measure including those available under existing family friendly or flexible work arrangements.
- 5.10.7 Employees experiencing domestic and family violence may wish to be referred to the Employee Assistance Program (EAP) or other appropriate domestic violence support services.
- 5.10.8 The employer will work towards developing and implementing workplace safety planning strategies to ensure the protection of employees who are experiencing domestic and family

violence. The employer will work towards ensuring all employees are aware of and trained in the safety planning strategies. Safety planning should include, where necessary:

- a) Accompanying employees to the car park or transport when leaving work.
- b) Notifying relevant staff not to disclose private information about employees' locations or movements.
- c) Ensuring employees do not work alone at locations with public access.
- d) Providing a photo of the alleged abusive person to front desk staff, so that they can identify them and call the police if necessary.
- e) Developing a policy on workplace violence.
- f) Having strategies in place to protect employees from abusive phone calls and emails.

- 5.10.9 No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic and family violence, provided they make a confidential disclosure of the violence to their supervisor or the human resource manager.

6. MISCELLANEOUS PROVISIONS

6.1 ALCOHOL/DRUG TESTING

- 6.1.1 The Council may carry out random testing of employees during their duty hours, for substance-induced impairment.

6.2 EMPLOYEE DEVELOPMENT/TRAINING

- 6.2.1 The Parties recognise that in order to increase the efficiency and productivity of the Council, a significant commitment to structured training and skill development is required.
- 6.2.2 The Council is committed to training staff and developing a more highly skilled and flexible workforce. Training and skill development, where possible, shall be carried out in normal working hours, and where possible travel shall be undertaken during normal business hours.
- 6.2.3 It is acknowledged that training is of mutual benefit for both the Council and the employee, and as such, any training provided outside of an employee's ordinary hours shall be accrued as TOIL or paid at ordinary time.
- 6.2.4 It is the employee's responsibility to obtain licenses/operating permits to further their career with the Council, however the utilisation of the Council plant/equipment, which is not required for projects at a given time, may be authorised by the CEO for training/gaining of experience. It is envisaged that, in selected circumstances, the Council would make such plant/equipment and an operator available for employees to gain experience and operator's qualifications. Such training would be done in the employee's time. The Council in turn would provide the item of plant and an operator to carry out the training.

6.2.5 Reasonable Costs

The Council agrees to pay and recognise all reasonable costs and time off incurred when employees are required to attend courses, lectures and other agreed activities which:

- a) Satisfy organisational development needs;
- b) Are directly related to employee work areas;
- c) Provide skills appropriate to employee's career paths;
- d) Are required to provide professional/trade credentials;

These shall be reimbursed by Council provided that this does not contravene any existing Award provision.

- 6.2.6 Any training outside normal working hours shall have regard to an employee's family responsibilities.
- 6.2.7 All reasonable travelling and/or out-of-pocket expenses including meals incurred by an employee in the course of the employee's duties shall be reimbursed by the Council on the provision of relevant receipts, and no employee shall suffer from loss of pay.

6.3 PAYMENT FOR TRAVEL

- 6.3.1 An employee required to travel as part of the employee's duties at hours outside the prescribed ordinary hours of work shall be paid for such traveling time at ordinary rates Monday-Friday inclusive and at time and a half on Saturday, Sunday, and public holidays, provided that such payment shall not exceed the ordinary hours on any day.
- 6.3.2 However, if an employee attends a conference/seminar which is approved by the Council, but is not essential to the employee's role, and travel to the conference/seminar requires the employee to travel outside of normal working hours, such travel shall be undertaken on the employee's own time; that is, no labour cost shall be incurred by the Council by the employee travelling outside of normal working hours. The Council shall be responsible for all reasonable costs associated with the accommodation/bus fares/airfares/motor vehicle costs/meals, etc. of the employee attending the conference/seminar.
- 6.3.3 Accommodation and meals shall generally be booked by, and paid for by the Council provided that, with approval of the CEO, an employee may make alternate 'expense arrangements', including being paid a per day allowance in accordance with State Govt. Guidelines. In this case, the employee shall be fully responsible for their own arrangements. The employee shall not be required to produce tax invoices or to account in any manner for the expenditure but shall not be able to claim against the Council for reimbursement of any expenses relating to a period in respect of which the per day allowance has been paid.

6.4 VACANCIES

- 6.4.1 Employment Development
 - a) It is Council's intent to support the development of existing staff. This means that wherever practicable, Council will look to promote staff internally. However, it is often necessary to advertise vacant positions externally from Council.
- 6.4.2 Advertising Positions
 - a) Where a position in the workforce becomes available, the Council shall have the option of advertising the position either internally, externally, or both, whether simultaneously or at different times.

6.4.3 Ongoing Employment

- a) Where an employee is employed on a temporary basis in a position and that position becomes vacant, the Council may either offer the permanent position to the temporary incumbent or advertise the position in accordance with clause 6.4.2.

For example: An employee takes Parental Leave, Long Service Leave or other paid or unpaid leave and the position is filled by a temporary employee. If the employee taking the leave resigns their employment during the period of leave, the Council can either offer the temporary employee the position or elect to advertise it.

6.5 WORK HEALTH AND SAFETY

- 6.5.1 Council is committed to providing a workplace free from adverse health, safety and environmental incidents. Council will promote the prevention and management of situations that cause injury or illness in the workplace.

- 6.5.2 The parties commit to continuous improvement in workplace health and safety standards through the promotion of a safe and healthy working environment. All employees will be assisted in understanding and fulfilling their responsibilities in maintaining a safe and healthy working environment.

- 6.5.3 The parties commit to adhering to the Work Health and Safety Act 2011 (Qld) (or its successor) (WHS Act) as the minimum standard applicable.

6.5.4 Workplace Health and Safety Committee

- a) A Workplace Health and Safety Committee (the Committee) is to be established.
- b) The role of the Committee includes, but is not limited to:
 - i) Encouraging and maintaining an active interest in workplace health and safety;
 - ii) considering training and education needs to address workplace health and safety issues;
 - iii) keeping employees up-to-date with new standards, rules and procedures;
 - iv) reviewing the circumstances surrounding workplace incidents;
 - v) helping resolve issues about workplace health and safety; and
 - vi) providing Council with advice on how to address workplace health and safety issues and requirements.
- c) The Committee consists of an equal number of Council and employee representatives (including elected HSRs). If an employee representative requests that unions attend a committee meeting, this request will not be unreasonably refused by Council.

6.5.5 Workplace Health and Safety Representatives (HSRs)

- a) The parties to this Agreement agree that HSRs may be elected in accordance with the provisions of the WHS Act.
- b) HSRs elected in accordance with the WHS Act will have the entitlements set out in that Act, subject to the following:

- i) A request to attend an approved training course will be subject to the operational requirements of the business as referenced in the WHS Act; and
- ii) The provider of HSR training or refresher course will be by agreement but must be a provider approved by Workplace Health and Safety Queensland.

6.6 UNION ENCOURAGEMENT

6.6.1 Union encouragement

- a) The employer parties to this Agreement recognise the right of, and encourage, individuals to join a union. However, it is also recognised that union membership remains at the discretion of each individual.
- b) Union representative/s will be provided with the opportunity to discuss union membership with both new and existing employees.

6.6.2 Trade union training leave

- a) Provisions concerning trade union training leave relevant to each area of local government employment covered by the relevant Award and contained in clause 28 in each Section of Division 2 in the relevant Award.

6.6.3 Right of entry

- a) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
- b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- c) Entry procedure:
 - i) An authorised industrial officer may enter a workplace at which an employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Queensland Industrial Relations Act as long as the authorised industrial officer:
 - 1. Has notified the employer or the employer's representative of the officer's presence; and
 - 2. Produces their authorisation, if required by the employer or the employer's representative.
 - ii) Clause 6.5.4(c)(i) does not apply if, on entering the workplace, the officer discovers that neither the employer nor the employer's representative having charge of the workplace, is present.
 - iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
 - iv) If the authorised industrial officer does not comply with a condition of clause 6.6.3(c)(i), the authorised industrial officer may be treated as a trespasser.
- d) Inspection of records

- i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Queensland Industrial Relations Act.
- ii) An authorised industrial officer is entitled to inspect such time and wages record of any current employee unless the employee:
 - 1. Is ineligible to become a member of the authorised industrial officer's union; or
 - 2. Has made a written request to the employer that they do not want their record inspected.
- iii) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to the employer or prospective employer that the record not be available for inspection by an authorised industrial officer.
- e) Discussions with employees
An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the union:
 - i) Matters under the Industrial Relations Act during working or non-working time; and
 - ii) Any other matter with a member or employee eligible to become a member of the union, during non-working time.
- f) Conduct
 - i) The employer must not obstruct the authorised industrial officer exercising their right of entry powers;
 - ii) An authorised industrial officer must not wilfully obstruct the employer, or an employee during the employee's working time.

6.6.4 Union delegates

- a) The Council acknowledges that elected union delegates can play an important role within a workplace in supporting sound and harmonious employee and industrial relations and assist in dispute resolution. Council agrees to not unnecessarily hinder accredited union delegates in the reasonable and responsible performance of their duties.
- b) The role of the elected employee representative/union delegates shall not detract from their primary responsibility which is to do the job they are employed to do.
- c) Employees and their elected employee representative/union delegates agree that issues in relation to employment of employees covered by this Agreement should be ideally addressed at their source, by those involved, and without undue involvement of those not directly involved.

- d) Employees agree that they shall not hold any meetings including with elected employee representative/union delegates during normal hours of work without the prior approval of their manager.
- e) Unions shall inform the CEO of the names and any changes to names and contact numbers of the appointed delegates so that these can be communicated to new employees on induction.
- f) Elected employee representative/union delegates may discuss work related matters which have been conveyed as a concern or grievance by an employee in order to assist in resolving these concerns where possible, provided the delegate does not unduly interfere with the work in progress.

6.6.5 Union dues

- a) Where an employee makes a written request for union due deductions to be made from their wages, the Council shall process this request and deduction in accordance with its payroll deduction processes.

6.6.6 Union material

- a) Council agrees to include appropriate material provided by unions to new employees as part of the induction process.

6.7 SICK LEAVE MANAGEMENT PROCEDURE

- 6.7.1 The Council shall, from time to time, review employees' personal leave records with a view to determining if there are any employees who have a record of attendance which gives cause for reasonable concern.
- 6.7.2 Where Council is concerned with an employee's sick leave usage (due to frequent patterns or other reasonable concerns), the employee's immediate supervisor will discuss the matter directly with the employee in order to determine any contributing factors. During this discussion, the supervisor shall explain this sick leave management procedure. Prior to the discussion, the employee shall be notified of the discussion time and date and advised they are entitled to have a nominated representative or a support person of their choice present at the initial and any subsequent meeting.
- 6.7.3 If the first discussion does not provide satisfactory reason for the employee's absences or resolve the concerns, the employee shall be interviewed by their manager. The employee shall be notified in writing of the time, date, reason for the meeting and that they are entitled to have a representative or a support person of their choice present at the initial and any subsequent meeting. If the discussion does not provide satisfactory reason/s for the employee's absences, a letter of warning will be provided to the employee indicating proof of illness or a medical certificate shall be required for any subsequent sick leave absence, and shall include appropriate actions for improvement as well as timeframes.
- 6.7.4 If no improvement is observed in the agreed timeframe, the employee shall be interviewed again. If the reasons provided are unsatisfactory the employee shall then be provided with a second letter of warning.
- 6.7.5 This letter of warning shall inform the employee that unless their attendance record improves, further disciplinary action, up to and including termination of employment may follow.

- 6.7.6 If the above action still results in unsatisfactory attendance, the employee shall need to provide the Council with a reason why their employment should not be terminated.

6.8 TRANSITION TO RETIREMENT ARRANGEMENTS

- 6.8.1 Transition to retirement arrangements may be available to those employees considering full time retirement from the workforce and who may consider a transition period to retirement. This is in recognition of the need to facilitate the transfer of corporate knowledge and skills, and to provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of the Council and employee.
- 6.8.2 Any such arrangements between the Council and employee shall be documented in writing confirming the agreed pattern of work required, which may include (as applicable):
- a) Weeks to be worked over the period;
 - b) Minimum ordinary hours per week;
 - c) Days on which the work is to be performed, including the daily starting and finishing times; and/or
 - d) Duty statement for the period.
- 6.8.3 These arrangements may be varied by mutual agreement between the Council and employee and any agreed amendments are to be documented.
- 6.8.4 All leave entitlement balances accrued immediately prior to the approved Transition to Retirement arrangement shall be maintained without reduction, except where the employee utilised approved leave.
- 6.8.5 On commencement of the arrangement, all leave shall accrue in accordance with the relevant hours of work clauses within this Agreement and/or applicable Parent Award.

6.9 OVERPAYMENT OF WAGES

- 6.9.1 The Council may recover an amount paid to an employee that the employee is not entitled to where:
- a) there has been an unauthorised absence from work; and/or
 - b) an error is made by the Council in processing a wages payment.
- 6.9.2 The process of such recovery of overpaid wages in (a) and (b) must commence within 12 months of the date of the overpayment.
- 6.9.3 Where practical, an employee may agree to a suitable repayment arrangement with the Council. The arrangement to recover this overpayment shall be in writing and agreed to by the employee affected and the Council.
- 6.9.4 The employee may agree at any time to repay in full the overpaid amount, thereby eliminating the necessity of the Council to pursue, or continue to pursue recovery of overpaid wages under this clause.
- 6.9.5 Where repayment is mutually agreed, full restitution of overpaid wages by the employee shall be made within a 12-month period, except in exceptional circumstances. Any agreed

recovery schedule shall not cause financial hardship for the employee. Any arrangement to repay must be agreed to by both Parties and shall be in writing.

6.10 PANDEMIC ARRANGEMENTS

- 6.10.1 Council acknowledges the challenges that both Council and its employees may face due to disruption caused by a health pandemic, including difficulties that employees may face in being able to attend work for pandemic related reasons.
- 6.10.2 Council will continue to take appropriate measures as required, taking into account government health recommendations. This includes balancing Council's requirement to continue to deliver essential services, with the well-being and legitimate personal, family and community responsibilities of employees during a health pandemic.
- 6.10.3 Where possible, Council will continue to implement working from home measures for those employees able to do so.
- 6.10.4 Council will work with employees who wish to use their accrued leave entitlements because of pandemic related reasons.
- 6.10.5 In addition, subject to the CEO's approval, employees who do not have suitable leave entitlements may be able to access unpaid leave.

7. SCHEDULE ONE: PAY RATES

7.1 Queensland Local Government Industry (Stream A) Award – State 2017: Division 2 – Section 1 (LG Officer)

Level	Annual salary prior to certification of Agreement	Year 1 Increase 2.5% from date of certification of Agreement	Year 2 Increase 2.5% - 12 months from date of certification of Agreement
1.1	\$47,121.52	\$48,299.56	\$49,507.05
1.2	\$47,755.37	\$48,949.25	\$50,172.99
1.3	\$48,769.75	\$49,988.99	\$51,238.72
1.4	\$49,719.89	\$50,962.89	\$52,236.96
1.5	\$50,670.03	\$51,936.78	\$53,235.20
1.6	\$51,490.44	\$52,777.70	\$54,097.14
2.1	\$52,452.94	\$53,764.26	\$55,108.37
2.2	\$53,403.08	\$54,738.16	\$56,106.61
2.3	\$54,353.22	\$55,712.05	\$57,104.85
2.4	\$54,982.12	\$56,356.67	\$57,765.59
3.1	\$55,931.02	\$57,329.30	\$58,762.53
3.2	\$56,533.98	\$57,947.33	\$59,396.01
3.3	\$57,484.12	\$58,921.22	\$60,394.25
3.4	\$58,434.26	\$59,895.12	\$61,392.49
4.1	\$59,383.15	\$60,867.73	\$62,389.42
4.2	\$60,333.29	\$61,841.62	\$63,387.66
4.3	\$61,154.94	\$62,683.81	\$64,250.91
4.4	\$62,105.08	\$63,657.71	\$65,249.15
5.1	\$63,053.98	\$64,630.33	\$66,246.09
5.2	\$63,875.63	\$65,472.52	\$67,109.33
5.3	\$64,825.77	\$66,446.41	\$68,107.57
6.1	\$66,408.51	\$68,068.72	\$69,770.44
6.2	\$67,991.26	\$69,691.04	\$71,433.32
6.3	\$69,575.24	\$71,314.62	\$73,097.49
7.1	\$71,157.98	\$72,936.93	\$74,760.35
7.2	\$72,740.73	\$74,559.25	\$76,423.23
7.3	\$74,323.47	\$76,181.56	\$78,086.10
8.1	\$76,223.75	\$78,129.34	\$80,082.58
8.2	\$78,122.80	\$80,075.87	\$82,077.77

Level	Annual salary prior to certification of Agreement	Year 1 Increase 2.5% from date of certification of Agreement	Year 2 Increase 2.5% - 12 months from date of certification of Agreement
8.3	\$80,023.08	\$82,023.66	\$84,074.25
8.4	\$81,805.98	\$83,851.13	\$85,947.41
8.5	\$83,588.88	\$85,678.60	\$87,820.57

**7.2 Queensland Local Government Industry (Stream A) Award – State 2017: Division 2
– Section 2 (Early Learning Centre Staff)**

Level	Annual salary prior to certification of Agreement	Year 1 Increase 2.5% from date of certification of Agreement	Year 2 Increase 2.5% - 12 months from date of certification of Agreement
Assistant children's services worker			
Assistant children's services worker, unqualified, year 1	\$857.30	\$878.73	\$900.70
Assistant children's services worker, unqualified, year 2	\$882.02	\$904.07	\$926.67
Assistant children's services worker, unqualified, year 3	\$903.44	\$926.03	\$949.18
Children's services worker			
Children's services worker, 1 year qualified, year 1	\$968.79	\$993.01	\$1,017.83
Children's services worker, 1 year qualified, year 2	\$994.60	\$1,019.47	\$1,044.95
Children's services worker, 1 year qualified, year 3	\$1,022.06	\$1,047.61	\$1,073.80
Group Leader			
Group Leader, 1 year qualified, Year 1	\$1,049.52	\$1,075.76	\$1,102.65
Group Leader, 1 year qualified, Year 2	\$1,078.63	\$1,105.60	\$1,133.24
Group Leader, 1 year qualified, Year 3	\$1,078.63	\$1,105.60	\$1,133.24
Group Leader, 2 year qualified, year 1	\$1,133.55	\$1,161.89	\$1,190.94
Group Leader, 2 year qualified, year 2	\$1,162.11	\$1,191.16	\$1,220.94
Group Leader, 2 year qualified, year 3	\$1,190.12	\$1,219.87	\$1,250.37
Group Leader, 3 year qualified, year 1	\$1,190.12	\$1,219.87	\$1,250.37
Group Leader, 3 year qualified, year 2	\$1,190.12	\$1,219.87	\$1,250.37

Level	Annual salary prior to certification of Agreement	Year 1 Increase 2.5% from date of certification of Agreement	Year 2 Increase 2.5% - 12 months from date of certification of Agreement
Assistant Coordinator			
Assistant Coordinator, large service year 1	\$1,190.12	\$1,219.87	\$1,250.37
Assistant Coordinator, large service year 2	\$1,190.12	\$1,219.87	\$1,250.37
Assistant director			
Assistant director, 2 year qualified, year 1	\$1,190.12	\$1,219.87	\$1,250.37
Assistant director, 2 year qualified, year 2	\$1,190.12	\$1,219.87	\$1,250.37
Assistant director, 2 year qualified, year 3	\$1,214.83	\$1,245.20	\$1,276.33
Assistant director, 3 year qualified, year 1	\$1,240.10	\$1,271.10	\$1,302.88
Assistant director, 3 year qualified, year 2	\$1,240.10	\$1,271.10	\$1,302.88
Coordinator			
Coordinator, unqualified, year 1	\$1,190.12	\$1,219.87	\$1,250.37
Coordinator, unqualified, year 2	\$1,190.12	\$1,219.87	\$1,250.37
Coordinator, unqualified, year 3	\$1,214.83	\$1,245.20	\$1,276.33
Coordinator, qualified, small service, year 1	\$1,240.10	\$1,271.10	\$1,302.88
Coordinator, qualified, small service, year 2	\$1,287.88	\$1,320.08	\$1,353.08
Coordinator, qualified, large service, year 1	\$1,287.88	\$1,320.08	\$1,353.08
Coordinator, qualified, large service, year 2	\$1,346.64	\$1,380.31	\$1,414.81
Coordinator, qualified, large service, year 3	\$1,346.64	\$1,380.31	\$1,414.81
Coordinator, qualified, large service, year 4	\$1,346.64	\$1,380.31	\$1,414.81

Level	Annual salary prior to certification of Agreement	Year 1 Increase 2.5% from date of certification of Agreement	Year 2 Increase 2.5% - 12 months from date of certification of Agreement
Director			
Director, 2 year qualified, year 1	\$1,287.88	\$1,320.08	\$1,353.08
Director, 2 year qualified, year 2	\$1,346.64	\$1,380.31	\$1,414.81
Director, 2 year qualified, year 3	\$1,346.64	\$1,380.31	\$1,414.81
Director, 2 year qualified, year 4	\$1,346.64	\$1,380.31	\$1,414.81
Director, minimum 3 year qualified, year 1	\$1,346.64	\$1,380.31	\$1,414.81
Director, minimum 3 year qualified, year 2	\$1,346.64	\$1,380.31	\$1,414.81
Director, minimum 3 year qualified, year 3	\$1,388.38	\$1,423.09	\$1,458.67
Director, minimum 3 year qualified, year 4	\$1,388.38	\$1,423.09	\$1,458.67
Director, minimum 3 year qualified, year 5	\$1,427.92	\$1,463.62	\$1,500.21
Director, minimum 3 year qualified, year 6	\$1,437.26	\$1,473.19	\$1,510.02
Director, minimum 3 year qualified, year 7	\$1,454.83	\$1,491.20	\$1,528.48
Director, minimum 3 year qualified, year 8	\$1,471.86	\$1,508.66	\$1,546.37
Director, minimum 3 year qualified, year 9	\$1,484.49	\$1,521.60	\$1,559.64

7.3 Queensland Local Government Industry (Stream B) Award – State 2017 – Division 2
Section 5 (LG Employees)

Level	Annual Salary prior to certification of Agreement		Year 1 Increase 2.5% from date of certification of the Agreement		Year 2 Increase 2.5% - 12 months from date of certification of the Agreement	
	Weekly	Hourly	Weekly		Weekly	
1 <6months	\$976.58	\$25.70	\$1,000.99		\$1,026.02	
1 >6months	\$989.43	\$26.04	\$1,014.17		\$1,039.52	
2	\$1,002.40	\$26.38	\$1,027.46		\$1,053.15	
3	\$1,015.63	\$26.73	\$1,041.02		\$1,067.05	
4	\$1,029.09	\$27.08	\$1,054.82		\$1,081.19	
5	\$1,044.91	\$27.50	\$1,071.03		\$1,097.81	
6	\$1,072.34	\$28.22	\$1,099.15		\$1,126.63	
7	\$1,099.64	\$28.94	\$1,127.13		\$1,155.31	
8	\$1,124.48	\$29.59	\$1,152.59		\$1,181.41	
9	\$1,151.91	\$30.31	\$1,180.71		\$1,210.23	
Casual				Hourly		Hourly
1 <6months		\$31.61		\$32.40		\$33.21
1 >6months		\$32.03		\$32.83		\$33.65
2		\$32.45		\$33.26		\$34.09
3		\$32.87		\$33.70		\$34.54
4		\$33.31		\$34.14		\$35.00
5		\$33.82		\$34.67		\$35.53
6		\$34.71		\$35.58		\$36.47
7		\$35.59		\$36.48		\$37.40
8		\$36.40		\$37.31		\$38.24
9		\$37.29		\$38.22		\$39.17

**7.4 Queensland Local Government Industry (Stream C) Award – State 2017 – Division 2
- Section 1 (Building Trades Services)**

Level	Annual Salary prior to certification of the Agreement	Year 1 Increase 2.5% from date of certification of the Agreement	Year 2 Increase 2.5% - 12 months from date of certification of the Agreement
	Weekly	Weekly	Weekly
Building Worker			
Building Worker, Level 1 (a) New entrant	\$842.50	\$863.56	\$885.15
Building worker, level 1 (b), after 3 months in the industry	\$867.50	\$889.19	\$911.42
Building worker, Level 1 (c), after 12 months in the industry	\$867.50	\$889.19	\$911.42
Building worker, Level 1 (d)	\$893.00	\$915.33	\$938.21
Building worker, Level 2	\$915.00	\$937.88	\$961.32
Building Tradesperson			
Building Tradesperson, Level 1	\$928.00	\$951.20	\$974.98
Building Tradesperson, Level 2	\$953.50	\$977.34	\$1,001.77
Building Tradesperson, Level 3	\$981.00	\$1,005.53	\$1,030.66

**7.5 Queensland Local Government Industry (Stream C) Award – State 2017 – Division 2
- Section 2 (Engineering Services)**

Level	Annual Salary prior to certification of Agreement		Year 1 Increase 2.5% from date of certification of the Agreement	Year 2 Increase 2.5% - 12 months from date of certification of the Agreement
	Weekly	Hourly	Weekly	Weekly
C14	\$927.53	\$24.41	\$950.72	\$974.49
C13	\$948.16	\$24.95	\$971.86	\$996.16
C12	\$975.96	\$25.68	\$1,000.36	\$1,025.37
C11	\$1,001.79	\$26.36	\$1,026.83	\$1,052.51
C10	\$1,044.91	\$27.50	\$1,071.03	\$1,097.81
C9	\$1,072.34	\$28.22	\$1,099.15	\$1,126.63
C8	\$1,099.64	\$28.94	\$1,127.13	\$1,155.31
C7	\$1,124.48	\$29.59	\$1,152.59	\$1,181.41
C6	\$1,179.33	\$31.04	\$1,208.81	\$1,239.03
C5	\$1,206.02	\$31.74	\$1,236.17	\$1,267.07
C4	\$1,234.20	\$32.48	\$1,265.06	\$1,296.68
C3	\$1,288.93	\$33.92	\$1,321.15	\$1,354.18
C2 (a)	\$1,316.36	\$34.64	\$1,349.27	\$1,383.00
C2 (b)	\$1,366.03	\$35.95	\$1,400.18	\$1,435.19

8. SCHEDULE TWO – ALLOWANCES

Allowance	Allowance rate prior to certification of the Agreement	Increase of 2.5% to Allowance rate from date of certification of the Agreement	Increase of 2.5% to Allowance rate 12 months from date of certification of the Agreement
Camp Allowance - per night	\$48.95	\$50.17	\$51.43
Meal Allowance - per meal	\$18.54	\$19.00	\$19.48
Dangerous Chemical - per hour	\$0.62	\$0.64	\$0.65
Dead Animal - per animal	\$1.22	\$1.25	\$1.28
Sodium Fluoro Acetate - per day	\$61.78	\$63.32	\$64.91
Toilet Cleaning - per week	\$14.83	\$15.20	\$15.58
On Call Allowance - per day	N/A	\$35.00	\$35.88

9. SIGNATORY PAGES

Signed for and on behalf of **McKinlay Shire Council**

Name: Trevor Williams

Position Held: Chief Executive Officer

Signature Trevor Williams

Date signed 20 April 2022

Signed in the presence of:

Witness Name Tenneil Cody

Witness Signature Tenneil Cody

Date signed 20 April 2022

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

Name: Stephen Baker

Position Held: Queensland Secretary

Signature Stephen Baker

Date signed 12 April 2022

Signed in the presence of:

Witness Name Breanna Beattie

Witness Signature Breanna Beattie

Date signed 12 April 2022

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

Name: Neil Henderson

Position Held: Secretary

Signature Neil Henderson

Date signed 21 April 2022

Signed in the presence of:

Witness Name Tom Rivers

Witness Signature Tom Rivers

Date signed 21 April 2022

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

Name: Kane Lowth

Position Held: Assistant State Secretary

Signature Kane Lowth

Date signed 20 April 2022

Signed in the presence of:

Witness Name Emma Eaves

Witness Signature Emma Eaves

Date signed 20 April 2022