

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Mount Isa City Council

AND

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

AND

Queensland Services, Industrial Union of Employees

AND

The Australian Workers' Union of Employees, Queensland

AND

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

AND

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

AND

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

(Matter No. CB/2025/50)

MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT 2024

Certificate of Approval

On 21 July 2025, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **MOUNT ISA CITY COUNCIL CERTIFIED AGREEMENT
2024**

**Parties to the
Agreement:**

- Mount Isa City Council
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- Queensland Services, Industrial Union of Employees
- The Australian Workers' Union of Employees, Queensland

- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland

Operative Date: 21 July 2025

Nominal Expiry Date: 1 July 2028

Previous Agreement: *Mount Isa City Council Certified Agreement 2018*

**Termination Date of
Previous Agreement:** 21 July 2025

By the Commission

S.C. PIDGEON
Industrial Commissioner
21 July 2025

MOUNT ISA CITY COUNCIL

CERTIFIED AGREEMENT 2024



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2024

MOUNT ISA CITY COUNCIL
CERTIFIED AGREEMENT 2024

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PART 1 PRELIMINARY

1.1 TITLE

- (a) This agreement will be known as the Mount Isa City Council Certified Agreement 2024.
- (b) This Agreement supersedes and replaces the Previous Agreement, in respect of the Employees covered by this Agreement.

1.2 RELATIONSHIP TO PARENT AWARDS

- (a) This Agreement will be read and applied in conjunction with the:
 - (i) Queensland Local Government Industry (Stream A) Award – State 2017;
 - (ii) Queensland Local Government Industry (Stream B) Award – State 2017;
 - (iii) Queensland Local Government Industry (Stream C) Award - State 2017;
 - (iv) Queensland Training Wage Award – State 2012; and
 - (v) Order - Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003.
 - (vi) This Agreement will prevail to the extent of any inconsistency with between this Agreement and the Awards.

1.3 PARTIES BOUND

- (a) The parties to this Agreement are:
 - (i) the Employer, being Mount Isa City Council; and
 - (ii) the following Unions:
 - (A) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (A.P.E.S.M.A);
 - (B) Queensland Services, Industrial Union of Employees (QSU);
 - (C) The Australian Workers' Union of Employees, Queensland (AWUEQ);
 - (D) Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU);
 - (E) Plumbers & Gasfitters Employees' Union Queensland, Union of Employees; and
 - (F) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland.

1.4 DEFINITIONS

Act means the Industrial Relations Act 2016 unless otherwise mentioned.

Consultation means where the parties to this Agreement meet to discuss matters of mutual interest through an open communication process and an exchange of ideas and information. To avoid doubt, on occasion consultation may not lead to agreement or endorsement of management policy or processes.

Council means Mount Isa City Council.

Immediate Family

Immediate Family means a spouse (including former spouse, a de facto spouse, and a former de facto spouse) of the employee, a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild, or an ex-nuptial child), parent or parent-in-law of the employee, grandparent of the employee or the grandparent of the spouse of the employee, grandchild of the employee or the grandchild of the spouse of the employee, or sibling of the employee or sibling of spouse of the employee. A de facto spouse means a person who lives with the employee as their spouse on a bona fide domestic basis.

Nominated Representative means a person nominated by an employee to represent their interests to the Council. A nominated representative may be a union representative and/or delegate, a work colleague or any other person that the employee chooses.

Personal leave: Leave to be claimed when injured or ill or where required to care for an immediate family member or member of the household, preventing an employee from attending work.

QIRC - Queensland Industrial Relations Commission.

Union means one of those union parties bound to this Agreement per clause 1.3.

LDCC - Local Disaster Coordination Centre.

EMT - Mount Isa Executive Leadership Team.

1.5 APPLICATION

This Agreement will bind the Mount Isa City Council, employees and the Unions named in clause 1.3 of this Agreement and their members, or persons eligible to be their members pursuant to the relevant Union's registered rules of coverage, who are employed by the Council under this Agreement and the relevant Awards. This Agreement excludes the Chief Executive Officer and Senior Officers exempted from the Agreement in accordance with clause 4.2 of the Stream A Award.

1.6 DATE AND PERIOD OPERATION

This Agreement will operate from the date of certification by the QIRC and will continue to have effect until 1 July 2028 or until varied or terminated in accordance with the relevant legislation in place at the time. Where this Agreement is not varied or terminated in accordance with the relevant legislation, it will continue to have full effect following the nominal expiry date until it is varied or terminated.

1.7 RENEGOTIATION

The parties undertake to provide their respective claims and commence discussions for renegotiation of a new Collective Agreement six (6) months prior to the nominal expiry date shown in clause 1.6 and aim to finalise the Agreement prior to it reaching the nominal expiry date.

1.8 SINGLE BARGAINING UNIT

For the purposes of negotiating and implementing a replacement Agreement on behalf of all Unions and employees of the Council, a Single Bargaining Unit will be established and will consist of representatives from Council and the Union Parties to this Agreement.

1.9 NO EXTRA CLAIMS

The parties to this Agreement agree that during the life of this Agreement there will be no further, or additional claims made by any Party in relation to wages or conditions covered by this Agreement.

PART 2 – JOINT CONSULTATIVE COMMITTEE, DISPUTE RESOLUTION AND JOB SECURITY

2.1 JOINT CONSULTATIVE COMMITTEE (JCC)

A. Purpose of JCC

- (i) The parties to this Agreement will establish and maintain a JCC. The purpose of the JCC is to act as a consultation and communication forum between the Council and employees and their respective unions concerning workplace and industrial relations matters.
- (ii) The number of employee representatives from the parties eligible to attend from each union should be no more than two (2) in total, however others will be approved to attend where an agenda item requires a specific representative from a workgroup or subject matter expert. Management representatives will be determined by the Council CEO.
- (iii) Unions, the Council and employees are committed to achieving improved and effective consultation in the workplace and agree that cooperative consultation will provide employees with an opportunity, through committee representatives, to participate in decision making processes. The parties commit to the effective operation of the JCC, and the Council will provide the necessary support to successfully implement the terms of reference in accordance with clause 2(C) of this Agreement.
- (iv) The JCC will meet quarterly, with dates and times to be agreed by the JCC. Should there be the need for an additional meeting/s, time and dates will be mutually agreed upon by all parties.

B. Facilities

- (i) The following facilities will be made available to the parties involved in any JCC meeting:
 - (a) wherever possible, meetings should occur in normal working time;
 - (b) when a meeting occurs outside normal working time, the additional time will be treated as overtime. This includes preparation for meetings, reporting back and travelling from attendance at meetings;
 - (c) reasonable access to normal Council facilities such as word processing, photocopying, telephone, storage facilities and meeting rooms etc;
 - (d) access to a room with normal office facilities will be provided for representatives of the parties to this Agreement to discuss workplace and/or industrial matters.
- (ii) No employee will be disadvantaged as a result of activities conducted in accordance with this clause.

C. Terms of reference

- (i) The JCC shall meet quarterly or more often as required to receive and review information about Council and its workforce, and to consider broad industrial and employment matters that may impact the workforce, including but not limited to:
 - (a) Monitor and review the implementation of this Agreement;
 - (b) Clarification and consultation on proposed Council policies relating to significant employment matters;
 - (c) Consultation on proposed organisational change;
 - (d) Workplace issues that have the potential to impact on other than a single department, branch or discrete group of employees;
 - (e) Undertake specific responsibilities and activities in accordance with the current Certified Agreement; and

- (f) Any other matter raised by management or unions which impacts on the workforce as detailed in sub-clause a - e.

D. Meeting Arrangements

- (i) All members of the JCC can submit agenda items for discussion based on the terms of reference. All relevant written information and documents must be circulated with the agenda to members of the JCC at least one week prior to the meeting.
- (ii) A standing agenda item will be the provision by Council of a written quarterly report of Council's employment numbers and workplace plans and structures as at that quarter.
- (iii) A copy of the draft minutes will be made available within one week of the meeting to all JCC members and Council will also post the draft minutes on Council's intranet for viewing by employees. The minutes will be formally accepted at the next meeting of the JCC.

2.2 GRIEVANCE AND DISPUTE SETTLEMENT PROCEDURE

A. Prevention and Settlement of Disputes - Award and Agreement Matters

- (i) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the Parent Awards or this Agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (ii) Subject to legislation, while the dispute settlement 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 will be prejudiced as to the final settlement by the continuation of work.
- (iii) In the event of any disagreement between the parties as to the interpretation or implementation of the Parent Awards or this Agreement, the following procedures will apply:
 - Stage 1: 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;
 - Stage 2: if the matter is not resolved at Stage 1, it will be referred by the union representative and/or the employee/s to the appropriate management representative who will arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
 - Stage 3: if the matter remains unresolved it may be referred to the CEO for discussion and appropriate action. This process should not exceed 14 days;
 - Stage 4: if the matter is not resolved then it may be referred by either party to the Commission.
- (iv) Nothing contained in this procedure will prevent the relevant Union or Unions or the CEO from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

B. Prevention and Settlement of Employee Grievances and Disputes – Other than Award or Agreement Matters

- (i) The objectives of this procedure are to promote the prompt resolution of grievances and disputes by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (ii) The following procedure applies to all industrial matters within the meaning of the Act:

Stage 1: In the first instance the employee will inform such employee's immediate supervisor of the existence of the grievance or dispute and they will attempt to resolve the grievance or dispute. 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 or dispute remains unresolved, the employee will refer the grievance or dispute 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 or dispute is still unresolved, the manager will advise the CEO and the aggrieved employee may submit the matter in writing to the CEO if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant Union.

- (iii) The CEO will ensure that:
 - the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - the grievance or dispute will be investigated in a thorough, fair and impartial manner.
- (iv) The CEO may appoint another person to investigate the grievance or dispute. The CEO may consult with the employee representative in appointing an investigator. The appointed person will be other than the employee's supervisor or manager.
- (v) If the matter is notified to the Union, the investigator will also consult with the Union during the course of the investigation. The CEO will advise the employee initiating the grievance or dispute, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance or dispute.
- (vi) 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 will not extend beyond 7 days.

Stage 2: Not to exceed 7 days.

Stage 3: Not to exceed 14 days.

- (vii) If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the union.
- (viii) 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 will be prejudiced as to the final settlement by the continuation of work.

Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

2.3 JOB SECURITY/CONSULTATION AND REDUNDANCY

2.3.1 Job Security

- (i) The Council is committed to providing permanent employment opportunities and is further committed to ensuring that any operational or activity undertaken by the Council will, as a general principle, involve the employment of permanent staff. In providing job opportunities from within the region, it is the policy and practice of the Council to engage permanent staff as opposed to employing a general casual workforce. The Council recognises its obligation to offer and maintain permanent employment to its employees and to those in the community to which it serves.
- (ii) The parties agree that changes in work practices and productivity initiatives should enhance the efficient operation of the Council. It is agreed that improvements in productivity and efficiency sought under enterprise bargaining will not be achieved through job reduction.

- (iii) The parties are committed to continually improving the job security of employees by:
- training and educating employees and providing retraining where appropriate;
 - career development and equal opportunity;
 - using natural attrition and reallocation after consultation in preference to retrenchment or redundancy;
 - timely advice to employees about significant reallocation of labour; and
 - the Council continuing to maintain its workforce in order to minimise the need for involuntary redundancies in the future.

Where, as a result of redundancy, if there are contractors/and or labour hire who are employed with the same skill sets and in the same effected areas as the redundant positions, consultation will take place with the employees effected and their relevant Union/s before the employees are made redundant. If appropriate, the employees' on-going service will be considered over the contractors.

2.3.2 Consultation Regarding Major Workplace Change

A. Employer to Discuss Change

- (i) Prior to the Council making any definite decision to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the Council will consult the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (ii) The Council will provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees including the number and categories of employees likely to be displaced and the time when, or the period over which, any changes or redundancies will occur.
- (iii) The Council will give prompt consideration to the matters raised by the employees and/or their union representatives in relations to the changes to avoid or minimise the effects of the changes and any other matters likely to affect employees.

B. Significant Effects

- (i) For the purposes of this clause, "significant effects" includes termination of permanent employment, major changes in the composition, operation or size of the Council's permanent 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 or reporting relationships within the Council's organisational structure. Where the parent Award or this Agreement makes provision for alteration of any of the matters referred to herein an alteration will be deemed not to have significant effect.
- (ii) The Council will not be required to disclose confidential information, the disclosure of which would be adverse to the Council's interests.

C. Voluntary Redundancies

- (i) Where, following consultation with affected employees and their relevant Union representative/s, if any, the Council has decided that changes and/or redundancies are still required the Council will initially offer voluntary redundancies in the affected classification. In doing this the Council will request an "expression of interest" from relevant personnel who would be interested in accepting a voluntary redundancy. On business grounds the Council will maintain the right to refuse to provide a voluntary redundancy to an employee who expresses their interests in accepting a redundancy.

- (ii) Should there be insufficient employees from within a certain classification lodging an expression of interest in a voluntary redundancy the Council will open the expression of interest in a voluntary redundancy to other staff. On business grounds the Council will maintain the right to refuse to provide a voluntary redundancy to an employee who expresses their interest in accepting a redundancy.
- (iii) Where an employee from a different classification accepts a voluntary redundancy and that position is now vacant the incumbent in the position that has been made redundant will be redeployed into the now vacant position. As and where required the redeployed employee will receive the necessary training in the new role.

D. Redeployment

- (i) A priority will be given, where practicable, to redeploying an employee whose position has been made redundant.
- (ii) Redeployment will be made on the basis of merit and as redeployment opportunities are identified within Council. The employee selected by the Council for the redeployment shall be given at least four (4) weeks notice of the details of the redeployed position and the commencement date in that position.
- (iii) Where an employee is redeployed to a position that has an ordinary time rate lower than the redundant position, then the ordinary time rate of the redundant position shall be maintained by the payment of an over award payment until whichever of the following first happens:
 - (a) The end of 52 weeks after the date of transfer to the redeployed position;
 - (b) The employee is no longer employed by Council; or
 - (c) The employee is appointed to a position where the ordinary time rate is equal to or more than the ordinary time rate of the redundant position.
- (iv) Where an employee is redeployed to a position which is not consistent with the redundant position, in terms of the applicable Award classification and the employee's skills, qualification and experience, the appointment will be for a trial period of twelve (12) weeks:
 - (a) If the employee believes the position is not appropriate, the employee may after four (4) weeks, but within ten (10) weeks of being redeployed, request to be terminated before the end of the twelve (12) week period upon giving at least two (2) weeks written notice and Council shall agree to such request; or
 - (b) If the Council believes the employee is not suitable for the position, it may before the end of the twelve (12) week period terminate the employee upon giving at least two (2) weeks written notice.
 - (c) If the redeployment ends in accordance with subclause (iv) (a) or (b), the employee will be paid their redundancy payment at their initial substantive classification level, i.e. the classification level of the redundant position.
- (v) If the employee does not request to be terminated or the Council does not terminate as provided in sub-clause D(iv) redeployment above, the employee will be deemed to have been appointed to the redeployed position specified in sub-clause D(iv) redeployment above at the end of the twelve (12) week trial period.

E. Time Off During Notice Period

Where a decision has been made to terminate an employee due to redundancy, the employee will be allowed up to one (1) day, time off without loss of pay for each week of notice for the purpose of seeking other employment.

F. Involuntary Redundancies

Where there are insufficient expressions of interest in a voluntary redundancy and the Council has determined that the identified positions are to be made redundant, in addition to the above stated processes, the Council will comply fully with the provisions of the IR Act in relation to Division 13 Notice of Termination and Redundancy for both voluntary and involuntary redundancies.

G. Redundancy Payment

Where a decision is made by Council:

- (i) To make an employee's position redundant and where the employee cannot be redeployed in accordance with D above; or
- (ii) Where an employee has applied for and is accepted for voluntary redundancy,

the employee will be paid a redundancy payment of two (2) weeks per year of service, capped at 52 weeks, with proportionate amounts paid for an incomplete year of service.

2.4 CONTRACTING OUT

- (i) Council is committed to utilising and promoting the use of its "in house" Council employees for the delivery of Council's works, services and operations during the life of this agreement. The Council will minimise the contracting out or leasing of any works and services currently provided by the Council's workforce, and the parties agree that the Council may seek to contract/ outsource works and services in the following circumstances:
 - in the event of staff shortages; or
 - the lack of available infrastructure capital and the cost of providing technology; or
 - extraordinary or unforeseen circumstances; or
 - it can be clearly demonstrated that it is in the public interest that such services should be contracted out; or
 - where the Council's own workforce and plant has been utilised and optimised in the first instance, as far as reasonably practicable.
- (ii) Management reserves its right to allocate resources, works and services. Where the Council seeks to contract out or lease Council works and services provided by "in house" Council employees, Council will consult in accordance with the process as defined in clause 2.5 of this Agreement, as early as possible.

2.5 OUTSOURCING SERVICES OR FUNCTIONS

- (i) Prior to the Council seeking to outsource works and services being undertaken or have the ability/capacity to be undertaken by employees in accordance with the above criteria, the relevant Unions will be formally notified in writing and consulted before making or implementing the final decision. Council will ensure it properly considers the view of employees and/ or relevant Unions before making or implementing a final decision. As part of the consultation process information will be provided supporting the Council's decision. It is the responsibility of all parties to participate fully in discussions on any proposals to outsource any of the Council's functions.

- (ii) If, after full consultation as outlined above, employees are affected by the necessity to outsource any functions currently performed by the Council's permanent employees, the Council will:
 - ensure that employees are given the option to take up employment with the outsourcing company in the first instance; and
 - give employees who cannot gain employment with the Outsourcing Company and for whom no suitable positions are available within Council, the option of accepting a voluntary redundancy before any forced redundancy is exercised as a last resort.
- (iii) Where the employee elects to remain with the Council, the parties agree to explore options for retraining and redeployment elsewhere within Council for employees who cannot transfer their employment to the outsourcing company.

2.6 PROJECT ARRANGEMENTS

The parties agree that if the Council tenders for and is successful in a tendering process for project work that is not part of the Council's general work and/or is not covered under this Agreement, the Council will consult with the effected employee's or their nominated representatives (Union Officials), if any, to develop a project Agreement which will include but is not limited to rates of pay and/or hours of work.

PART 3 – EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

3.1 EMPLOYMENT CATEGORIES

- (i) Employees may be engaged on a full-time, part-time, casual or maximum-term basis, or as an apprentice or trainee. The nature of the employment contract will be specified at the time of engagement.
- (ii) On employment the Council will provide in writing to the employee, the following:
 - the status of the position, whether it is full-time, part-time, casual or fixed-term or as an apprentice or trainee;
 - the hours of attendance required by the employee for the efficient performance of the employee's duties;
 - the ordinary hourly rate of pay in accordance with this Agreement;
 - any other terms and conditions of employment relevant to the position.

3.2 BULLYING AND HARASSMENT

- (i) The Council and its employees are committed to the elimination of violence, aggression and bullying in the workplace. To achieve this the Council and its employees will continue to develop and support policy and procedures to combat workplace bullying.
- (ii) The Council will ensure that reasonable mechanisms are in place for identifying incidences of bullying and when an occurrence of bullying is identified, the Council will ensure all necessary steps are taken to prevent further bullying in accordance with the Council's Bullying and Harassment Policy.

3.3 PSYCHOSOCIAL HEALTH AND SAFETY

- (a) Duty of Care: Council is committed to ensuring, so far as is reasonably practicable, the health, safety, and welfare of all employees. This includes managing risks to both physical and psychological health. Council will take all necessary steps to identify, assess, and control psychosocial hazards within the workplace.

- (b) Risk Management: Council will implement a systematic approach to managing psychosocial risks, including:
- Identifying reasonably foreseeable psychosocial hazards that could affect the mental health of employees.
 - Conducting regular risk assessments to determine the potential impact of identified hazards.
 - Implementing control measures to eliminate or minimize psychosocial risks.
 - Regularly reviewing the effectiveness of control measures to ensure continuous improvement in managing psychosocial health.
- (c) Safe Work Environment: Council will provide and maintain a work environment that is free from risks to health and safety, encompassing both physical and psychological safety. This includes promoting a supportive culture that prioritizes the well-being of all employees.
- (d) Training and Supervision: Employees will receive appropriate training, information, and supervision to safely perform their roles and manage psychosocial risks. This includes training on recognizing and responding to psychosocial hazards.
- (e) Monitoring and Reviewing: Council will routinely monitor the workplace environment and the health of employees to ensure psychosocial risks are effectively controlled. This will involve regular reviews of workplace conditions and practices.
- (f) Consultation and Communication: Council is committed to consulting with employees and their representatives regarding health and safety matters, including the management of psychosocial risks. Employees are encouraged to provide input and participate in discussions aimed at improving workplace safety and well-being.

3.4 TYPE OF EMPLOYMENT

3.4.1 Full-Time, Part-Time and Casual Employees

The type of employment for full-time, part-time and casual employees will be as provided under the relevant parent Awards.

3.4.2 Apprentices and Trainees

The terms of employment for apprentices and trainees will be as required by the *Further Education and Training Act 2014*, the *Order - Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003* and the relevant parent Awards, as amended from time to time.

3.4.3 Maximum-Term

The following provision will apply to all maximum-term employees.

Maximum-term employee shall mean an employee who is engaged as such to work for a specific task or period of time, such as;

- Fill a temporary vacancy arising because a person is absent for a known period (e.g., approved leave, including parental leave, secondment);
- To perform work for a particular project or purpose that has a known end date (e.g., employment for a set period as part of a training program or placement program);
- To fill a position for which funding is unlikely or unknown (e.g., employment relating to performing work for which funding is subject to change or is not expected to be renewed, such as Capital Works Projects, Community Support State Funding etc.);
- To fill a short-term vacancy before a person is employed on a permanent basis;
- To perform work necessary to meet an unexpected short-term increase in workload (e.g., an expected increase in workload for disaster management or recovery).

A maximum term employee shall for all intents and purposes receive the same benefits under this Agreement as would a permanent employee, provided that accruals of any benefits are calculated on a pro-rata basis in relation to ordinary hours worked.

By mutual agreement the contracted terms and/or hours of a maximum-term employee may be varied to suit the needs of Council and the employee. Where this occurs, the variation shall be recorded in writing and signed by both parties. Where it is necessary to terminate the employment of a maximum term employee for misconduct, poor performance or incapacity to perform work or for any other reason prior to their agreed tenure being completed, the maximum-term employee shall receive the same notice as a permanent employee under this Agreement.

A maximum term employee who has worked a period of one (1) year in a single position may request to have their employment converted to permanent employment if it could be reasonably expected that their employment is to continue and provided that the maximum-term appointment was not for a specific project, reliant on grant funding or for the purpose of relieving staff on leave for a specific period of time where there is a defined end date.

MICC shall give prompt consideration to this request in accordance with its procedures for the establishment of ongoing positions within its organisational structure.

Unless otherwise agreed maximum term employee conversion to either permanent full-time or part-time will be based on the hours worked over the preceding six-month period, or as mutually agreed in writing, taking into consideration the business needs and workforce composition.

3.4.4 Casual Employment

Casual employee shall mean an employee engaged and paid by Mount Isa City Council, who is employed on an hourly basis and whose employment is subject to termination at any time without notice subject to the payment of the minimum engagement period. Casual employees are engaged on the following basis;

- To fill short-term vacancy arising because a person is absent for an unplanned or unexpected period;
- To perform work for a short period to fill a gap in a work roster for employees employed on a permanent basis or on a temporary basis for a maximum term;
- To fill a position for which work patterns or work demand is variable and difficult to predict
- To fill a position for which work hours are irregular, informal, flexible, occasional or non-rostered.

3.4.5 Conversion to Permanent Employment

Mount Isa City Council is committed to maximising employment opportunities for casual and temporary employees. A casual employee, at the completion of six (6) months continuous service, may request to have their employment converted to permanent full time or part time employment if it could be reasonably expected that their employment is to continue, and there is an ongoing business need, relevant funding and/or where there have been regular and systematic hours. Conversion of a casual employee to permanent employment will be subject to the approval of the CEO, relevant Director.

Council shall advise the employee in writing of their right to request to have their employment converted to permanent full time or part time employment. The employee retains the right to request, regardless of whether Council complies with this sub clause.

3.5 PROBATIONARY PERIOD

- (i) All new employees (other than casual employees) will be subject to a probationary period of three (3) months. The Council will discuss the employee's performance with them on a monthly basis during this probationary period, raising any concern the

Council may have in relation to the employee's conduct or performance, where appropriate the Council will provide relevant support to assist the employee to improve their performance and/or conduct.

- (ii) Where an employee is absent from work on permitted leave without pay or extended personal leave, the Council will retain the option of extending the employee's probationary period for the amount of leave taken. For the purpose of this clause "extended personal leave" will mean personal leave taken in excess of ten (10) working days.
- (iii) During the probationary period termination of employment may be affected by either Party by the provision of one (1) weeks' notice or payment/forfeiture in lieu of that notice. The requirement for one (1) weeks' notice or payment in lieu will not apply in the case of dismissal for willful misconduct. At the successful completion of the probationary period, or earlier if determined by the Council, employees will become eligible for continuing permanent employment.

3.6 TRAINEESHIP AND APPRENTICESHIP

The Council will continue to offer traineeship and is committed to the following principles in offering traineeships and apprenticeships:

- exploring ways to maximise training opportunities for young people to enter the Council's workforce;
- pursue partnering opportunities with other organisations and group schemes;
- working with Unions to develop arrangements that facilitate the transition from training roles to full-time permanent employment with the Council on a case by case basis in relation to the Council's business requirements.

3.7 LICENCES/COMPETENCIES

- (i) Particular occupations require the possession of relevant licences and/or certificates of competency. All employees will be required by the Council to obtain and to maintain the necessary registration and licences that such employee would normally be required to hold in order to fulfil their position (i.e. drivers licence, relevant truck driving licence, trade certificates, etc) at no cost to the Council.
- (ii) However, the Council will cover the training and ongoing licence or operator's ticket costs of employees who are required as part of their job with the Council to drive or operate identified machinery and/or equipment. If the Council requires the employee to hold any additional and/or specific licences/registrations/certificates relevant to their position, they will be obtained at no cost to the employee.
- (iii) Should an employee have their driving license/operator's ticket suspended or cancelled or are prohibited from driving a motor vehicle/machine by law or for any medical reason, they are required to inform the Council on the first business/ working day.
- (iv) Where an employee who maintains a licence or certificate necessary to perform their duties wishes to obtain a higher qualification in the designated trade or skill and it is agreed with management that such higher qualification will result in quantifiable benefits to both the employee and the Council, the Council will financially assist the employee in obtaining such higher qualifications. In such cases, the employee is to agree in writing to remain employed with the Council for a period of two years' service after obtaining such qualifications. Should the employee leave before this time, either voluntarily or due to circumstances outside of their control, financial assistance will be repayable by the employee upon termination as per below:
 - leave before 6 months – 100% repayable

- leave within 6 - 12 months – 75% repayable
- leave within 12 - 18 months – 50% repayable
- leave within 18 - 24 months – 25% repayable

3.8 ANTI- DISCRIMINATION

The parties to this Agreement agree that it is their intention to achieve the principle object in section 4(i) of the Act, which is to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, gender identity, sexual orientation, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, culture, political opinion, national extraction or social origin; and observe applicable anti-discrimination provisions in Commonwealth and/or other State legislation.

3.9 WORK LOCATION – Mount Isa and Camooweal

- (i) On commencement of employment, employees will be notified of their starting and finishing location. For the purposes of this clause, "starting and finishing location" will mean a designated office, depot or fixed plant (i.e. water treatment plant).
- (ii) Once notified of such, an employee's starting and/or finishing location cannot be changed other than in accordance with clause 3.9.1 and 3.9.2 of this Agreement. Where an employee is approached to change their starting and/or finishing time the employee will have the option of being represented during any discussion with management by their nominated representative. Where agreement cannot be reached, the parties will use the Dispute Resolution Process in this Agreement to resolve the matter. While the matter is in dispute the status quo will be maintained.

3.9.1 Short Term Work Location Transfers

- (i) For short term operational purposes, up to six (6) weeks but extendable to twelve (12) with agreement and consultation with the effected employee/s and relevant union, Council may require an employee to alter their usual start/finish work location to an alternative work location from the usual starting point. Where Council requires an employee/s to start at an alternative work location, the travel/transfer allowances payable and contained within relevant Awards will apply where such travel is to be undertaken outside of ordinary working hours.
- (ii) The parties agree that short-term transfers are designed to provide Council with flexibility to meet specific, genuine, short-term operational work requirements. With the exception of emergency transfer the Council will provide adequate notice to the employee concerned prior to transfer. The provision of accommodation and meals as applicable will be in accordance with Council Policy and align to the State Workplace Amenities Code of Practice.

3.9.2 Permanent Work Location Transfer

- (i) Council may permanently transfer an employee to another work location within the Council region to meet operational needs. An employee will normally be transferred once during the life of this Agreement, unless there is mutual agreement for otherwise. Where Council makes a definite decision to permanently transfer an employee to a new designated work location after certification of this Agreement, the employee/s and any relevant Union/s will be given eight (8) weeks' notice of the change, unless a lesser period is mutually agreed between Council, the employee/s and/ or any relevant Union/s.
- (ii) The CEO/ Director or Manager will determine any Undue Hardship Claim within fourteen (14) days of receipt of the claim and will take into consideration the following:
 - the individual employee's specific circumstances;

- the Council's reason for the location change;
 - costs to Council and the affected employee involved;
 - availability of alternative arrangements;
 - fairness and equity for all employees; and
 - ability of Council to deliver efficient customer-focused service.
- (iii) In the event a position is no longer required to be worked by anyone at the nominated location, the agreed redundancy procedure will apply.

3.10 HEALTH, SAFETY AND WELLBEING

- (i) Council agrees to comply with the provisions of the relevant Work Health and Safety Act Queensland and acknowledges that a healthier and safer workplace will result in improved effectiveness, efficiency and productivity. This will be accomplished by a consultative approach to managing Health, Safety and Wellbeing (HSW) issues and a HSW framework supported by appropriate training.
- (ii) Council is committed to the achievement of a healthier and safer workplace through effective HSW systems and processes. This will be accomplished through a consultative approach to managing HSW issues which include:
- control of hazards (both physical and psychosocial);
 - reducing the incidence and costs of workplace injury and illness;
 - the provision of timely (being no later than the normal close of business of the next business day) and accurate incident reports for incidences which involve either personal injury, property damage or near-misses;
 - reviewing the work and management practices affecting the inter-relationship between efficiency, productivity and Health, Safety and Wellbeing;
 - the commitment and adherence to the Councils' rehabilitation system for employees affected by workplace injury or illness;
 - the provision of First Aid training (to employees who have been appointed by Council as a designated First Aid Officer) and other safety training as required by legislation;
 - the application of the Health and Wellbeing Policy to recognise that a mentally healthy workplace is a key driver for organisational success and sustainability;
 - the provision of vaccinations (e.g., Hepatitis A and B, Flu Shots, Tetanus etc) for employees in positions which have been identified by Council as high-risk infectious activities; and
 - developing a culture of preventative strategies to promote better health and wellbeing.
 - the consultative approach will be through HSW committees (employees, WHSR's, Council representatives) and such committees will address the issues above and increase management, individual and supervisor accountability after consultation with the relevant parties in the workforce. HSW awareness will be enhanced, and appropriate training and communication lines put in place.
 - where workwear and Personal Protective Equipment (PPE) is provided by the Council, all employees are required to wear the current issues of workwear and PPE during any working day. This action is necessary for the safety of the employee concerned as well as other employees working with that employee.
 - employees are permitted to work when prescribed with medication, provided their work performance is not affected by that medication. All employees are obliged to ensure that work can be performed safely without risk to themselves or others.

- if an employee is likely to experience side effects from taking prescribed drugs, they must inform their Supervisor before commencing work, by way of medication declaration.

3.11 TRANSITION TO RETIREMENT

- (i) Transition to retirement arrangements may be available to those employees considering full- time retirement from the workforce and who wish to facilitate this via a transition period to retirement, should there be mutual benefit for the employee and the Council.
- (ii) This is to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of the employee and the Council.
- (iii) Transition to retirement arrangements may include, but are not limited to, the following:
 - utilisation of accrued leave to maintain full-time status wages while working part-time hours without reduction in superannuation benefits;
 - working agreed blocks of work (annualised hours) using a combination of either accrued leave, banked RDO's, TOIL, annualised hours or leave without pay over an agreed period of time. For example, two (2) months' work followed by two (2) months' leave in rotation;
 - working from home on a full/part-time basis may also be considered where the nature of the work and the home is operationally suitable.
- (iv) Any such arrangements between the Council and the employee will be reached through consultation and will be documented in writing confirming the agreed pattern of work required, which may include (as applicable), weeks to be worked over the period, minimum ordinary hours per week, the days on which the work is to be performed and daily starting and finishing times. These arrangements, through consultation, may be varied by mutual agreement between the employee and the Council and any agreed amendments also documented in writing.
- (v) All accrued leave entitlement balances accrued immediately prior to entering into a transition to retirement arrangement will be recognised at time of the arrangement. Where an employee has accrued excessive Annual leave as defined in clause 7.1 of this Agreement, the employee entering into the transition to retirement arrangement may retain the excessive leave balance until date of retirement unless otherwise elected. On commencement of the transition to retirement arrangement, all leave will then accrue in accordance with the relevant hours of work clauses within this Agreement and/ or applicable parent Awards.

3.12 EQUAL EMPLOYMENT OPPORTUNITY

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

- Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;
- Inclusion of statements during recruitment that Council is an equal opportunity employer;
- Ensuring selection of applicants for vacant positions is conducted in accordance with the law;
- Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests;

- Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the Anti-Discrimination Act 1991.

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

3.13 RESIGNATION PERIOD – TERMINATION BY EMPLOYEES

- All staff resigning from Council will be required to give a resignation notice period in accordance with the resignation table below.
- This period shall commence from when the employee advises Council in writing that the employee is resigning and shall cease on the date of resignation. If an employee fails to give this period of notice, the Council shall have the right to withhold monies equal to one week.

Resignation Period

PERIOD OF CONTINUOUS SERVICE	PERIOD OF NOTICE
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The notice period required by Council will be the same as that required to be provided by an employee, with the exception that Council will provide an additional one (1) week notice for an employee 45 years old or over. Where a termination is as a result of misconduct, section 121 of the IR Act will apply.

PART 4 – WAGES AND WAGE RELATED MATTERS

4.1 REMUNERATION

- Employees whose conditions of employment are governed by this Agreement will receive, over the life of this Agreement, remuneration as detailed in Schedule one (1). Such remuneration will become effective from certification of this Agreement and from the first pay period following the date of the stated increase.
- Nothing in this Agreement will be read as restricting the Council from offering, or from restricting the employee from accepting, an hourly rate of pay higher than that shown in the remuneration schedule. Where this occurs the higher rate of pay will be used for all purposes, such as annual leave, personal/carer's leave and any other authorised paid leave.

4.2 ANNUALISED WAGE/ SALARY

Wages

The wages payable to employees covered by this agreement are set out in Schedule one (1)

Wage Increases

All employees:

- 4.0% wage increase from the first full pay period on or after 1 July 2025;
- \$600 cash payment from the first full pay period on or after 1 July 2025, which will be paid on a pro-rata basis to part-time and casual employees calculated on ordinary hours worked over the preceding 6 month period;
- 4.25% wage increase from the first full pay period on or after 1 July 2026;

- (d) 4.25% wage increase from the first full pay period on or after 1 July 2027.

The parties acknowledge that Council paid a 4.0% administrative wage increase on 4 December 2024.

4.2.1 Salary Protection and Continuation of Existing Salaries Clause:

1. **Continuation of Existing Salaries:** Notwithstanding any reclassification, review, or changes within the workplace, the salaries of all employees at the time of such changes shall not be reduced as a direct result of these changes. Employees shall continue to receive their existing salary, as documented at the time immediately preceding any said changes.
2. **Adjustments for Reclassification:** In cases where an employee's role is reclassified resulting in a higher pay scale under the new classification, the employee shall receive an adjustment to their salary corresponding to the higher scale, effective from the date of the reclassification. In no event shall the reclassification result in a reduction of the employee's current salary.
3. **Annual Reviews:** Salaries may be adjusted upwards following annual performance reviews, based on performance criteria and achievements as outlined in the performance management plan of the workplace. However, these adjustments shall not result in a salary lower than the salary prior to the review.
4. **Protection from Inflation:** All salaries shall be reviewed annually to ensure they keep pace with inflation, as measured by the Consumer Price Index (CPI), to ensure that the real value of the salaries is maintained over time.
5. **Dispute Resolution:** In the event of a dispute regarding the interpretation or application of this clause, the matter shall be resolved through the dispute resolution process as outlined in this agreement.

4.2.2 Annualised Wage Rates

- (a) This agreement continues the concept of annualised wage rates for all employees which will achieve the benefits of streamlining the remuneration system and payroll processes.
- (b) Definition – The Overtime/Casual Hourly Rates shown in the various wage schedules attached shall mean the "ordinary rate" for the purposes of calculating overtime and the "hourly rate" prior to loadings for casual employees.

The Wages and Allowances Schedule 1 and Schedule 3 attached details the annualised allowances for the various classification levels in the Awards listed, including annual leave loading.

4.3 SALARY SACRIFICE

- (i) The Council provides employees with salary sacrifice opportunities to maximise their remuneration benefits. The provision of such opportunities will be subject to any legal limitations imposed by Federal and/or State legislation.
- (ii) The Council reserves the right to withdraw this provision if changes in the relevant laws mean that the Council would incur additional administrative costs or the scheme itself becomes unlawful. Any Fringe Benefit Tax attracted by the salary sacrifice arrangement will be paid by the employee and will not result in an increase to the total remuneration package.
- (iii) Other than facilitating the salary sacrifice arrangements, the Council will not be responsible for any other aspects of salary sacrifice which would include, but is not limited to, any loss, fines or fees or other costs sustained by the employee. Accordingly,

while not a necessity, the Council recommends employees take financial advice from a qualified financial planner prior to entering into any salary sacrifice arrangements.

4.4 SUPERANNUATION

1. **Compliance with Superannuation Legislation:** The Employer agrees to make superannuation contributions on behalf of the Employee at the rate mandated by the *Superannuation Guarantee (Administration) Act 1992* and the *Local Government Act 2009* and any amendments thereto.
2. **Adjustment of Contributions:** The Employer shall adjust the superannuation contribution rate in accordance with any legislative changes. For instance, the contribution rate will increase to 12% effective from 1 July 2025.
3. **Notification of Changes:** The Employer commits to notifying the Employee of any changes to the contribution rates or other significant amendments to the superannuation laws that may affect the Employee's contributions or benefits.
4. **Future Legislation and Regulations:** This clause is subject to modifications in response to changes in legislation and regulations governing superannuation contributions in Australia. The Employer will implement such changes as required by law without further amendment to this Agreement.

4.5 ALLOWANCES

- (a) The annualised wages in Schedule 1 to this Agreement are inclusive of the allowances and loadings which would otherwise be payable to the Employee, as specified in Schedule 3.
- (b) The annualised allowance rate detailed at Schedule 3, will increase in accordance with the annual wage increases in this Agreement.
- (c) Unless otherwise specified in this Agreement, the following allowances and penalties are not included in the annualised wages at Schedule 1 to this Agreement and will be paid in accordance with this Agreement:
 - stand-by and on-call payments;
 - leading hand allowance
 - work in the rain;
 - live sewer work;
 - Camp allowance;
 - Travelling;
 - Motor vehicle expenses;
 - Working under unpleasant conditions Building Trades (Stream C Award) – this allowance will be paid in accordance with the Live Sewer Allowance provided in the Stream C Award, Electrical/Engineering;
 - Unpleasant Nature Allowance time and a half – minimum two hour;
 - Team Leader – Water and Sewerage annual allowance \$9,059 (in lieu of live sewer allowance)
- (d) The allowances listed above are to be adjusted to the nearest 10 cents by the annual wage increases provided in this Agreement.

- (e) Allowances not absorbed in the annualised rate, as outlined at Schedule 3, and not paid in accordance with this Agreement, will be paid in accordance with the relevant Award.

4.5.1 Annualised Allowance

In exceptional circumstances and where there is supporting evidence, an employee may request that their annualised allowance be reviewed to ensure that they are not being disadvantaged. The review will be undertaken by Human Resources and informed by the relevant supervisor/manager. The review will consider the absorbed allowances the employee would have been entitled to claim, compared to the agreed quantum of the annualised allowance paid, as provided at Schedule 3. Where it is found that the employee has been disadvantaged, the gap will be paid out to the employee, in the next full pay period.

Where an employee is concerned that they have been disadvantaged by receiving the annualised allowance compared to the total allowances/loadings they were entitled to claim within the previous 12 month period, a review request for a claim must be made by the employee within 6 months of that 12 month period.

It was agreed by the parties that an average annual wage rate would be used to calculate the annual leave loading amount for the annualised allowance. Accordingly, any disadvantage resulting from using the average annual wage rate for annual leave loading will not give rise to a claim in accordance with this clause.

Exceptional circumstances (for the purpose of clause 4.5.1) will mean where an employee performs certain work, that gives rise to a claim for an allowance/s included in the annualised rate, and the amount of work performed results in the quantum of the allowances claimable exceeding the annualised rate provided at Schedule 3.

4.5.2 Stream B Operational Services Annualised Allowance Review

Within the first 6 months of certification of this Agreement, Council and the relevant Union parties will work together to develop assumptions to calculate the annualised allowance rate and review the rate for Stream B Operational Services.

The process for capturing the data to support the development of assumptions will be as follows:

- A secondary paper timesheet will be developed and provided to relevant employees to capture when they undertake work that would give rise to an entitlement to the allowances to be absorbed by the annualised rate;
- The secondary paper timesheet will include descriptions of each absorbed allowance and when an employee is entitled to claim such allowance/s;
- An appropriate communication strategy, to inform the relevant employees of the process for capturing the absorbed allowance data will be agreed between the parties, to encourage participation. It is understood by all parties that participation is not mandatory;
- The secondary paper timesheet will need to be approved by the employee's direct supervisor fortnightly, via the usual timesheet approval process, and submitted to Payroll;
- The data from the completed timesheets will be recorded in a central spreadsheet with the secondary timesheets retained by Council for verification purposes, if required;
- Capture of the data in accordance with this process will occur over a total period of 12 weeks and will be used to inform a review of the temporary estimated annualised rate for Stream B Operational employees, as detailed in Schedule 3.

The reviewed annualised rate will replace the temporary estimated rate, detailed at Schedule 3.

4.5.3 Camp Allowance

Employees who are required to camp out on the job will be paid the following allowance from the dates shown:

Upon Certification - \$75.00 per day

- (i) In order to qualify for this camp allowance, employees are required to live in such a camp for the full working day. To avoid doubt, this means that an employee who is working out of a camp will be required to work their ordinary working hours, including travel on that day, to claim camp allowance. Conversely, where an employee does not work out of a camp for their full ordinary hours, they will not be paid camp allowance for that day.
- (ii) Where employees are required to travel away from home for more than three (3) consecutive nights and the camp allowance is not paid due to accommodation being provided by the Council, an incidental allowance of \$20.00 per night will be paid. I.e travel for the purposes of a conference/training or work related. This only applies to employees living in Mount Isa, not for employees working remotely and travel to Mount Isa.

4.5.4 Locality Allowance

- (i) Locality Allowance is currently absorbed into the employees wages , employees will be paid a locality allowance with the scale of such allowance being as prescribed pursuant to provisions of the *Queensland Local Government Industry (Stream A) Award – State 2017* (or its successor).
- (ii) Employees who are currently in receipt of the Locality Allowance as stated below will maintain this allowance for the duration of this Agreement:

Mount Isa \$86.80 full rate or \$43.40 half rate

4.5.5 Emergency Services Allowance

Where an employee is appointed and required to perform the duties of either Chief Warden, Deputy Chief Fire Warden, Fire Warden Response Team they will be paid a weekly allowance as outlined in the table below:

Position	Weekly Amount
Chief Warden	\$10
Deputy Warden	\$5
Fire Warden	\$3

Such allowance will continue to be paid for the duration of such appointment.

4.5.6 On Call Allowance

- (i) Employees called out on emergency work shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, however they must return home within a reasonable time and payment shall be calculated accordingly, such payment shall not be less than three (3) hours salary at the appropriate overtime rate of pay. An employee shall only be entitled to a minimum payment of one (1) callout per day to attend such work. Any further call outs shall be paid at the appropriate overtime rates for actual time worked with no prescribed minimum.
- (ii) To be eligible to receive the on-call allowance an employee directed to remain on call must be able to be contacted, be in a fit state to perform work and be able to respond within a reasonable timeframe.
- (iii) Employees covered by the *Queensland Local Government Industry (Stream A, B and C) Award – State 2017* who are directed to remain on call between Monday to Sunday,

inclusive, during any day or night outside their ordinary working hours will be paid an on-call allowance of \$35.00 per day.

- (iv) If the employee who is on call and being paid the on-call allowance is called upon to perform emergency work, provided the employee does not leave home to attend to the situation, e.g., handled by phone, they shall be entitled to a minimum payment of thirty (30) minutes at the appropriate overtime rate time. An employee shall only be entitled to a minimum payment of one (1) callout per day to attend to perform work remotely. Any further call outs shall be paid at the appropriate overtime rates for actual time worked with no prescribed minimum.
- (v) An Employee shall not be considered to be on call due solely to a customary/planned arrangement whereby the Employee returns to Council's premises outside ordinary hours to perform a specific job.
- (vi) When called out to attend site, whilst on-call, a minimum payment will apply as follows:
 - three (3) hours pay at the appropriate ordinary overtime rate for the first call out. The minimum payment of three (3) hours will be payable to the employee even if they performed customary/planned work in the same day; or
 - for employees employed under the Stream C Award, Building Trades, four (4) hours pay at the appropriate ordinary overtime rate for each call out, unless the time worked is continuous with the completion or commencement of ordinary working hours.
- (vii) An employee, other than an employee engaged under the Stream C Award, Building Trades, shall only be entitled to a minimum payment of one (1) callout per day. Any other call outs during the day/night shall be paid at the prevailing overtime rates for actual time worked.
- (viii) Only employees who have successfully passed their three (3) month probation and received the relevant training are eligible to be listed on the on-call roster.

On-Call on a public holiday

Any employee formally required to be "on call" on a public holiday shall receive an extra days annual leave

4.5.7 Live Sewer Allowance

Employees engaged on Live Sewer work as defined in the Queensland Local Government Industry (Stream B) Award – State 2017 or the Queensland Local Government Industry (Stream C) Award – State 2017, during ordinary hours will be paid at the rate of time and one half.

4.5.8 Working in the Rain

All time lost due to wet weather shall be paid at ordinary time rates, provided that employee reports for work and hold themselves in readiness.

The relevant supervisor shall decide whether or not it is too wet to work. Employees who are prevented from performing their normal duties due to wet weather shall perform alternative duties or training as directed by Council during such periods.

Employees directed by Council to work in the rain, they shall wear waterproof clothing as provided by Council, where practicable. Where, despite wearing PPE, the employees' clothes still get wet, then Working in the Rain Allowance can be claimed. In such circumstances, the employee shall be paid one times the ordinary hourly rate on top of their usual rate of pay for all work so performed. Such payment shall continue until the employee finishes work or until the clothing dries or is able to be changed, whichever is earlier.

For example, an employee working double time on Sunday, who is entitled to claim Work in the Rain allowance, will receive double time + one time the ordinary hour rate.

Wet Work/Wet Places

Wet Work/Wet Places Allowances are claimable in accordance with the relevant Award. Stream B Award employees in receipt of the Construction Worker Allowance or Disability Allowance, paid under the Annualised Allowance, are not entitled to claim Working in the Water/Wet Work Allowances. Stream C, Building Trades, employees, are compensated for Wet Work in the Annualised Allowance and will not be entitled to claim these allowances.

4.5.9 Leading Hand Allowance

In accordance with the relevant Award, a Leading hand in addition to their normal duties, is appointed by Council to deliver pre-organised work developed by the Supervisor/Manager and to oversee other employees on the worksite ensuring all tasks are completed safely and efficiently.

The Leading Hand is expected to exercise a broad knowledge of the work required to be done and either individually or as part of a team, be able to undertake a substantial proportion of typical work.

The Leading Hand works under limited supervision from the Supervisor, however, should the Leading Hand have issues in delivering the work or with employees under their control, on the job, the Leading Hand is to contact the Supervisor for direction.

An employee who is appointed as a Leading Hand shall be paid \$125.00 per week.

A Leading Hand Allowance shall not apply to an employee for whom team leadership or supervision is comprehended in their role classification or is engaged in the operation and/or control of an installation (such as a treatment Plant) or where they work in conjunction with an assistant (e.g., tradesperson assisted by another employee or overseeing the work of an apprentice/trainee).

4.6 CLOTHING ISSUE

4.6.1 Outdoor Employees

New employees will be issued with the following clothing issue;

- (i) New full-time Employees
 - five (5) high visibility long sleeved shirts;
 - three (3) pairs of trousers;
 - Once an employee has successfully completed their probationary period the employee will receive a further two (2) sets of the above stated work clothing.
 - one (1) winter jacket every two (2) years;
- (ii) Part-time and Casual Employees
 - three (3) high visibility long sleeved shirts;
 - three (3) pairs of trousers;
 - Other clothing as determined by the Council in relation to the hours the employee works.

Once issued it is a condition of employment that the issued clothing be worn when at work.

4.6.2 Safety Boots

The Council will subsidise employees to a maximum of \$220.00 (exclusive of GST) on a needs basis from the date of certification of this Agreement where the employee purchases steel capped safety boots. Council will provide boots for employees working in cement and in wet.

If a worker's steel cap boots are required to be replaced before the annual timeframe expires, the worker can request boots under fair, wear and tear basis.

4.6.3 Indoor Employees

A. Corporate Uniform

The parties agree that the Council will set policy, in consultation with staff, in regard to the colours and style of corporate uniforms. Wearing of uniform is compulsory for all Office Administration Staff, except where otherwise approved.

The provision of corporate uniforms, will be in accordance with Council's Corporate Wardrobe Policy, as amended from time to time.

B. Full-time Employees

The Council will provide full-time employees with a store credit of \$500 for purchasing approved corporate uniforms on employment. This credit is not exchangeable for cash. The credit will be issued as follows:

- (i) \$300 upon commencement; and
- (ii) then an additional \$200 once probation has been confirmed.

C. Part-Time and Casual Employees

The Council will provide part-time and casual employees with a store credit of \$300 for purchasing approved corporate uniforms on approval. The credit is not exchangeable for cash.

D. Wear and Tear

Council uniforms will be replaced on a fair wear and tear basis as approved by the employee's supervisor. Uniforms being replaced are to be returned to Council.

4.6.4 Prescription Safety Glasses

MICC will reimburse all out-of-pocket expenses for prescription safety glasses per calendar year. To arrange reimbursement the employee is to complete the Prescription Safety Glasses Reimbursement form and return it to their supervisor for approval and payment. All costs associated with the supply of the prescription safety glasses are the responsibility of the Council. The completed and approved form is to be forwarded to accounts payable for reimbursement for out-of-pocket expenses.

4.7 SERVICE INCREMENT PAYMENT

In recognition of continuing service to MICC and the skills and experience gained whilst employed by MICC an annual payment, recognising service, will be made to permanent full time, part time and long- term casual employees in accordance with the schedule below, based upon the years of service with MICC.

Continuing Years of Service (Greater than)	\$/week	Service Recognition Payment per annum (Calculated on years of service)
5 Years' Service	\$5.00	\$260
6 Years' Service	\$6.00	\$312

Continuing Years of Service (Greater than)	\$/week	Service Recognition Payment per annum (Calculated on years of service)
7 Years' Service	\$7.00	\$364
8 Years' Service	\$8.00	\$416
9 Years' Service	\$9.00	\$468
10 Years' Service	\$10.00	\$520
11 Years' Service	\$11.00	\$572
12 Years' Service	\$12.00	\$624
13 Years' Service	\$13.00	\$676
14 Years' Service	\$14.00	\$728
15 Years' Service	\$15.00	\$780

Years of Service will be capped at the 15-year rate for those Employees with service beyond that period. The payment will only apply to current Employees and for whole years of service

Years of service will be recognised at 1 July each year for budgeting purposes.

Example: Where an Employee reaches 5 years of service in December, payment would commence the following year from 1 July.

PART 5 – HOURS OF WORK

5.1 FLEXIBLE WORKING ARRANGEMENTS

- (i) The parties to this Agreement endorse flexible work arrangements and agree that flexible work arrangements may be developed by agreement with the affected parties for any program undertaken by the Council.
- (ii) Flexible working arrangements must satisfy the following 4 principles:
 - current customer service requirements continue to be maintained;
 - they must be cost neutral;
 - they must be practicable and workable;
 - they must not compromise workplace health and safety requirements;
- (iii) Flexible work arrangements currently in existence will be maintained for the duration of this Agreement unless an agreement is reached between both parties to amend the existing arrangements.
- (iv) In all cases relating to hours of work and workforce flexibility, the process will involve consultation with the workforce, taking into account individual family considerations.
- (v) By agreement with the employees affected, ordinary hours, including night work, may

be worked up to ten (10) hours per day and starting and finishing times may be staggered, including outside the normal span of hours. Provided that only in exceptional circumstances will the Council require an employee to work beyond ten (10) ordinary hours per day.

- (vi) Where the parties agree to alter work arrangements or implement new arrangements, the parties agree that the provisions of this Agreement will operate to the extent necessary to give effect to the new work arrangements, provided that:
- the terms of the new work arrangement are in writing and have been signed by the Council and the employee or their nominated representative; and
 - a majority of the employees whose employment is or will be affected by the arrangement have voted in favour of the arrangement in a ballot for which at least 7 days' notice has been given.

5.2 TRAVEL OUTSIDE ORDINARY HOURS

The parties to this agreement recognise that on occasions, employees are required to travel to other centers throughout the region for work outside of their ordinary hours.

An Employee approved to travel outside ordinary work hours will be paid at a rate of time and one-half if the employee's level is eligible to receive overtime and subject to the following conditions;

- Travel during ordinary work hours should be considered in the first instance.
- If an employee who is within a salary range eligible for overtime and is required to travel outside of their ordinary working hours, they will receive a penalty rate of time and one-half for that travel time.
- Passengers who are eligible for overtime will also receive a penalty rate of time and one-half.
- Approval will be required by the employee's Manager prior to undertaking any travel outside ordinary working hours.

5.3 FATIGUE MANAGEMENT

10 Hour Break

Council recognises the importance to minimise the potential for fatigue-related impairment and is committed to the assessment and control of work-related factors which may contribute to fatigue.

When overtime work is required and requested by Council, it will be arranged where possible for employees to have at least ten (10) consecutive hours off duty between work of consecutive days.

An employee who works so much overtime between the termination of the employee's ordinary work on the one (1) day, and the commencement of the employee's ordinary work on the next day, that the employee has not had at least ten (10) consecutive hours off duty between those times shall, subject to this sub clause, be released after the completion of such overtime, until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. To avoid doubt, if actual time worked is less than 2 hours, these hours are not regarded as overtime for the purposes of fatigue break.

If such employee is instructed to resume or to continue work without having had such ten (10) consecutive hours off duty, the employee shall be paid at double time until the employee is released from duty for such period, and such employee shall be entitled to be absent until such

employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

In the circumstance where an employee is instructed to resume or continues work without having then (10) consecutive hours off duty, the employee and employer will undertake a fatigue management risk assessment to ensure the employee remains fit for duty, in accordance with fatigue management processes. The employee will also be responsible for self-monitoring and reporting any fatigue concerns to their direct supervisor, or delegate.

Employees performing volunteer emergency services work will be eligible for the same fatigue management provisions outlined above.

For the purpose of this clause, please refer to clause 4.5.6 – On Call Allowance, *Queensland Local Government Industry (Stream B) Award – State 2017* Section 18.6 Recall to Duty and Section 18.7 Fatigue Break and IRC Fatigue Risk Management Procedure.

5.4 FLEXTIME PROVISION

This Agreement formally recognises the provision for flexible working hours available to office based staff under previous certified agreements. The operation of this provision is detailed in Schedule 4. Any time in lieu accrued as a result of an officer being required to work overtime will not affect the provisions of the Flextime Agreement

5.5 ROSTERED DAYS OFF

- (i) For full-time employees engaged under the Stream B and Stream C Awards, the normal daily hours of work will be structured to allow for employees to work on the basis of nineteen (19) days within a one month period (4 weeks), thereby accruing time for a Rostered Day Off (RDO).
- (ii) Where appropriate hours have been worked to accrue an RDO over a 19 day period, all employees will access their RDO on the last Monday or last Friday of each four (4) week period or on any other day as agreed between Council and an employee.
- (iii) Where a RDO falls on a day prescribed as a public holiday, an additional RDO in lieu shall be made available to the employee.
- (iv) Except in emergency cases, five (5) days' notice is to be given verbally to each employee that is required to work on any scheduled RDO. Employees retain the right to refuse to work on a scheduled RDO, however, agreement to work an RDO will not be unreasonably withheld or refused by either party.
- (v) Employees can bank up to a maximum of five (5) RDO's, for use during the Christmas shut down period. Where an employee has five (5) banked RDO's and is required to work on a scheduled RDO, resulting in them having a banked RDO balance in excess of five (5) days, the supervisor and employee will identify an alternative date for accessing the RDO within the next four (4) week period.
- (vi) Where an Employee is directed by a Manager to work an RDO, and no provision is made for banking or rescheduling of an alternative day, payment of this RDO worked will be paid at the relevant overtime rates.
- (vii) Banked RDO's may be accessed by the employee making application to their Manager at least five (5) days prior to the requested leave. The Manager may waive this notice in the case of a special emergency or unforeseen circumstances. Council reserves the right to refuse applications on the basis that the leave applied for adversely impacts the delivery of Council operations and services.
- (viii) Banked RDO's will be paid in the pay period in which they are taken.

- (ix) Where an employee has a banked RDO balance remaining, the RDO's are to be taken during the Christmas shut down period, prior to accessing any other form of paid or unpaid leave.
- (x) In exceptional circumstances approved by the CEO or on termination of employment, banked RDO's will be cashed out.

5.6 NINE (9) DAY FORTNIGHT TRIAL

Council commits to implementation of a nine (9) day fortnight trial (the Trial) for full-time Stream B and C Award employees, between the months of May 2026 and August 2026. The Trial will assist Council in assessing whether the nine (9) day fortnight work cycle:

- (i) is operationally appropriate, in consideration of delivery of services and projects, as well as plant utilisation;
- (ii) is cost neutral, with banking of RDO's being appropriately managed;
- (iii) meets Council's work, health and safety obligations; and
- (iv) is positively supported by employees.

During the Trial period, all full-time Stream B and Stream C employee's ordinary hours of work will be structured to allow for employees to work on the basis of nine (9) days within a two (2) week period, thereby accruing time for a Rostered Day Off (RDO). Employee's fortnightly ordinary hours will be worked as follows:

- (i) eight (8) days of 8.5 ordinary hours; and
- (ii) one (1) day of 8 ordinary hours.

Where appropriate hours have been worked to accrue an RDO over a two (2) week period, all employees will access their RDO each fortnight on an agreed Monday or Friday or on any other day as agreed between Council and an employee.

No later than four (4) weeks before the end of the Trial, Council will meet with the relevant Unions to discuss the outcome of the Trial and advise whether Council intends to implement the nine (9) day fortnight work cycle permanently or extend the Trial. Where a decision is made by Council to not implement the nine (9) day fortnight work cycle or extend the Trial, reasons for the decision will be provided to the relevant Unions in writing, including any relevant data or evidence.

Working on a scheduled RDO, banking of RDO's and access to RDO's, will be in accordance with clause 5.5 of this Agreement.

5.7 TIME OFF IN LIEU (TOIL)

With the approval of their manager or delegated officer, all eligible employees as outlined in the Queensland Local Government Industry (Stream A and Stream B) Award – State 2017 (or its successor) may choose to have overtime elected as Time Off In Lieu (TOIL), rather than as overtime payment.

In lieu of claiming for overtime, the employee may elect to be given time off equivalent to time worked either outside the spread of ordinary hours of any day or in excess of the ordinary weekly hours.

Where, due to work requirements, an employee is not able to take TOIL within four (4) months during which such TOIL has accrued, the TOIL shall, by mutual agreement, be taken as leave or paid at the applicable overtime rate. A maximum of one (1) week's ordinary time may be accrued in any four (4) month period.

If an employee elects to have overtime accrued as TOIL – it will be accrued at and taken as ordinary time.

TOIL shall be taken as soon as possible at a mutually agreed time, consistent with operational requirements and may be taken in whole days or part thereof.

Employees remunerated lower than level 6 of the *Queensland Local Government Industry (Stream A)*

Award – State 2017 (or its successor) are eligible to claim overtime or may elect to accrue TOIL.

PART 6 TRAINING RELATED MATTERS

6.1 AGREEMENT TRAINING

To ensure that management, supervisory staff and other relevant employees understand the intent and application of this Agreement, an education program relating to this Agreement and the parent Awards will be facilitated through training of the People, Culture and Safety/ Payroll/ JCC and toolbox talks as appropriate following this Agreement being certified by the QIRC.

6.2 COMMITMENT TO TRAINING AND PROFESSIONAL DEVELOPMENT

- (i) The parties to this Agreement recognise that, in order to increase the long-term sustainability, efficiency, and competitiveness of the Council, a strong and sustained commitment to training and skill development is required on both an individual and Council wide basis.
- (ii) The parties agree with respect to the training and career path development of employees, that each employee will have access to learning processes and resources through a mutually agreed career development plan.
- (iii) The career development plan will consist of a set of prioritised learning opportunities which should be reviewed annually and will be based upon the following:
 - individual employee's desired career path;
 - the current and future skill requirements of the Council;
 - the size, structure and nature of the long term strategic operational plans of the Council;
 - the need to develop vocational skills relevant to the Council's long- t er m operational needs through both industry courses and courses conducted by accredited educational institutions and providers.
- (iv) Individual development plans should seek to professionally develop employees so that they can satisfy key position accountabilities and improve career development prospects, with a view to providing the Council with a highly skilled workforce with the necessary skills to meet the future service and operational requirements. This item will form part of the standard agenda for the JCC.

PART 7 – LEAVE ARRANGEMENTS

7.1 ANNUAL LEAVE

- (i) Each employee will be entitled to five (5) weeks' annual leave per year.
- (ii) Employees are entitled to receive annual leave loading at the rate of 17.5% when taking annual leave. This leave loading is incorporated into employee's annualised rate.
- (iii) Employees will be required to provide the Council with a minimum period of notice in writing of 15 days of their intention to commence annual leave or as otherwise agreed.
- (iv) Where an employee has resigned from their employment and such an employee applies for annual leave during the notice period the Council will maintain the right to refuse the annual leave application.
- (v) Where an employee has accrued an excessive amount of annual leave, the employee may be required to participate in a leave reduction scheme. Such scheme will require the employee to reduce their accrued bank of annual leave over an agreed period of

time. For the purpose of this clause " an excessive amount of annual leave" will equate to ten (10) weeks.

- (vi) Where an employee is required to participate in a leave reduction scheme and Council and the employee cannot agree when such leave as relates to the leave reduction will be taken, the Council can direct the employee to take such leave by giving eight (8) weeks' notice in writing.

7.1.1 Annual Leave Guidelines

- (i) Overseas bookings or advance bookings are not to be formalised until leave accruals are confirmed and any leave application is approved and acknowledged.
- (ii) Annual leave applications should be submitted to an employee's Supervisor as soon as practical and certainly as a minimum within legislative/Policy requirements.
- (iii) Upon receipt of such application the relevant Supervisor should consider the application in regard to operational needs both current and forecast. The Supervisor is responsible for confirming leave accruals of the applicant through the payroll system.
- (iv) If the leave is approved, the Supervisor is to sign and return the leave form to the employee with a copy to payroll. This is to occur within seven (7) days of receipt from the employee.
- (v) If the leave is not approved as requested, then the relevant Supervisor is to respond to the employee in writing within seven (7) days of receipt advising the reasons for the refusal and seeking to determine an agreed alternative.
- (vi) Whilst every endeavour is made to forecast work commitments against leave requests when approving annual leave, situations may arise necessitating a review of confirmed leave approvals. Where such a review is necessary, each case will be considered on its merits applying "reasonableness." However once approved the agreed leave will only be amended by agreement between the parties. Should disagreement arise then the issue should be managed in accordance with these guidelines and/or, if deemed necessary, through the agreed Dispute Resolution Procedure contained in this Agreement.
- (vii) Where an employee proceeding on annual leave has less than ten (10) days' annual leave, the employee may also access up to ten (10) days of accrued long service leave entitlement.

7.2 PERSONAL LEAVE

Definition

Personal leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty or being required to provide care or support to a member of the employee's immediately family or household as defined in clause 1.4 of this Agreement. It is an insurance to protect the employee and their family against hardship should the employee be unable to continue their work and should only be utilised when an employee is ill or injured or is required to provide care or support. While personal leave is cumulative from year to year, it will not be paid out on termination.

7.2.1 Entitlement

All eligible employees will accrue 15 days' personal leave per annum.

7.2.2 Notification

Where an employee is unable to attend work due to illness, injury or the need to provide care for an immediate family member or household, they are required to contact their Supervisor directly by telephone, text message or email and inform them of their absence as soon as practicable. Notification through a third party, such as another employee, is not acceptable. In contacting their Supervisor, the employee must advise of the period, or expected period, of the personal leave.

7.2.3 Evidence

To be entitled to paid personal leave an employee must provide the Council with notice as required under clause 7.2.2 as well as sufficient evidence of the illness that would satisfy a reasonable person. Such evidence should state that the employee is ill, injured or is required to provide care and/or support to an immediate family member. Documentary evidence is required for all personal leave claimed more than two consecutive (2) days. Medical certificates and statutory declarations are examples of forms of documentary evidence.

7.2.4 Whilst on annual leave or long service leave

If an employee whilst absent from duty on Annual Leave or Long Service Leave is overtaken by illness or is required to provide care or support to a member of the employee's immediately family or household as defined in clause 1.4 of this Agreement, the employee shall, subject to the provisos contained in this sub-clause, be entitled on application to have such period debited from their accrued Personal Leave. The employee's Annual Leave or Long Service Leave entitlement shall be adjusted accordingly. A claim under this clause will be subject to:

- approval by the CEO or relevant delegate;
- the employee has sufficient personal leave accruals to cover the personal leave period; and
- where the period of Personal Leave claimed is in excess of two (2) days, provision of sufficient evidence to satisfy a reasonable person, of the requirement to access their personal leave for reasons of illness, injury or care.

7.2.5 Transfer of Personal Leave from Another QLD LG Upon Commencement

The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues from year to year.

Credit shall be allowable at the commencement of an employee's employment for personal leave accumulated with a previous local government employer or employers provided that:

- the employee's service between such employers has been continuous; and
- the employee at the time of engagement produces a certificate from the previous employer certifying the amount of personal leave accumulated to the employee's credit.

For the purpose of this clause;

- Continuous service is defined to include service with an employer or with more than one employer which has been continuous except for the employee having been dismissed or stood down, or by the employee having terminated their own service with the employer, provided that the employee shall have been re-employed by that employer or some other employer within a period not exceeding the combination of any period of unused annual leave when the employee ceased employment with their previous employer, plus a further period of four weeks; and

Employer means a local government or local authority.

7.2.6 Personal leave incentive Program

Employees who have 10 years continuous service, will be entitled to payment of 30% of their accrued untaken personal leave. This payment is to be made to the employees complying superannuation fund. An employee is only entitled to receive payment under this clause on one occasion. The payment will be made in June 2026 and June 2027, for employees who meet the eligibility criteria in that year. Where an eligible employee resigns or is terminated by Council prior to June 2026 or June 2027, for reasons other than a breach of their employment obligations, Council will make the payment under this clause, on termination.

7.3 ABSENTEEISM MANAGEMENT PROCEDURE

- (i) The parties to this Agreement recognise that absenteeism and abuse of personal leave is a controllable overhead and abuse of this benefit is detrimental to the operations of the Council in respect to services to rate payers. In recognising this, the parties have agreed on the following procedure to manage personal leave abuse and absenteeism:
 - (a) The parties agree that personal leave is unlike annual or long service leave in that it is conditional upon an employee being ill or injured to the point of being unfit for duty or be required to care for an immediate family member or household.
 - (b) This procedure is designed to curtail personal leave abuse and absenteeism by employees who are absent from work and who are not genuinely unfit for duty and is to operate notwithstanding other provisions of this Agreement.
 - (c) The Council will from time to time review employee's 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. Where such concern is deemed an unsatisfactory record of absences, the following process will be implemented. At any time during this process an employee will have the right to be accompanied or represented by a person or organisation of their choice.
 - (d) Any employee with an unsatisfactory record (due to frequent patterns or other reasonable concerns) will be interviewed by their manager. The employee will be notified at the time of setting the interview time and date that they are entitled to have a nominated representative or a support person of their choice present at the initial and any subsequent meeting. If the discussion does not provide satisfactory reason for the employee's absences, a letter of warning may be provided which will include a process for regular feedback by the manager to the employee and appropriate actions for improvement documented.
 - (e) If no improvement is observed in the next review period, the employee is to be again interviewed as per clause 7.3(d). If the interview results in unsatisfactory reasons being given, a second letter of warning will be sent to the employee, indicating proof of illness or a certificate will be required for any subsequent absence or personal leave. This letter of warning will also inform the employee that unless their attendance record improves further disciplinary action, up to and including termination of employment, may follow.
 - (f) If the above action still results in unsatisfactory attendance the employee will be provided with a show cause in accordance with the Council's Disciplinary Procedure.

7.4 BEREAVEMENT/COMPASSIONATE LEAVE

- (i) In addition to the number of days allowable under the bereavement leave provisions in the IR Act, an employee may access two (2) additional days paid bereavement leave to attend the funeral or visit a seriously ill or dying member of the employee's immediate

family as defined in clause 1.4 of this Agreement. Employees with accrued personal leave may access an additional three (3) days from such personal leave balance to attend funerals 200km from MICC administration building.

- (ii) Part-time and maximum term employees will be entitled to pro-rata bereavement leave contingent on their contracted hours. Casual employees will be entitled to bereavement leave; however, they will not receive any payment.
- (iii) An employee who takes bereavement leave must give the employer a copy of the funeral notice or other evidence of the death the employer reasonably requires.
- (iv) An employee who takes compassionate leave must give the employer sufficient evidence to satisfy a reasonable person that the employee was taking compassionate leave because a member of the employee's immediate family's life was threatened by personal illness or injury.
- (v) An employee may take additional leave as unpaid bereavement leave or compassionate leave if the employer agrees.

7.5 LONG SERVICE LEAVE

- (i) All full-time employees will accrue long service leave entitlements at the rate of one point three (1.3) weeks for each year of continuous service with the Council. Part-time and casual employees will be entitled to long service leave accrued on a pro-rata basis in relation to the ordinary hours worked.
- (ii) Provided that any calculation of an employee's long service leave provision shall be subject to any amendments to current and past legislation and/or Awards provisions. To avoid doubt this means that an employee's long service leave is calculated on the amount of long service leave available to that employee at relevant times during their employment.
- (iii) In addition, where an employee resigns, or their employment is terminated on completion of seven (7) years or more years of continuous service with Local Government in Queensland the employee is entitled to be paid out any accrued long service leave.
- (iv) Long Service Leave may be taken at half pay where the increased absence does not adversely affect operational requirements and is by mutual agreement between the employee and their manager.

7.5.1 Cashing Out Long Service Leave

Subject to the following, Council and an employee may agree to the employee cashing out a particular amount of the employee's accrued long service leave entitlement:

- (a) The employee must at all times retain a balance of at least 4 weeks;
- (b) Each portion of leave cashed out must have a separate agreement in writing
- (c) The employee must be paid the full amount that would have been payable to the employee had the employee taken the long service leave that has been forgone

7.6 CEREMONIAL/CULTURAL LEAVE

An employee who is legitimately required to be absent from work for ceremonial/cultural purposes will be entitled to access accrued annual leave, RDOs or up to ten (10) days' leave without pay in each calendar year.

If required by the Council, the employee will establish, prior to receiving approval, that they have an obligation to participate in ceremonial activities and will advise the Council at the earliest opportunity of their obligation to participate. Requests for additional/alternative leave may be

considered at the discretion of the CEO on a case by case basis.

7.7 PARENTAL LEAVE

7.7.1 Parental Leave Entitlements

All 'eligible employees' shall be entitled to access parental leave in accordance with the Queensland Employment Standards as contained in the *Industrial Relations Act 2016*.

An 'eligible employee' is any employee, other than a casual, that has had 12 months continuous service, at the time of the birth or adoption of the child, and long-term casual employees. A long-term casual employee, for the purpose of this entitlement, is:

- (a) employed by Council on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

The entitlement to unpaid parental leave in accordance with *Industrial Relations Act 2016* will be inclusive of:

- the period of paid parental leave provided must not extend beyond 52 weeks.
- any further paid leave entitlement accessed by the employee, for example long service leave or annual leave; and
- the period of paid leave provided by the Australian Government (considered unpaid leave from Council).

Accordingly, the provision of paid parental leave contained in this Agreement will not be subject to reduction during the life of this Agreement. Paid parental leave provisions of this Agreement shall be in addition to any paid leave entitlement provided by the Australian Government.

An employee's entitlement to accrue other forms of paid leave will continue during such period of paid parental leave. Absences for parental leave will be supported by appropriate Documentation.

An employee may extend the period of parental leave by written notice given to the employer at least 30 days before the employee is due to return to work. The request to extend beyond 52 weeks can only be once.

7.7.2 Primary Care Giver

Twelve (12) weeks' paid parental leave will be available to all employees (excluding casual employees) eligible for parental leave pursuant to Clause 7.7.1 of this Agreement, for the purpose of biological confinement, adoption or surrogacy (pregnancy). Paid parental leave will be effective from the date of the commencement of parental leave and forms part of the fifty- two (52) weeks' parental leave entitlement, pursuant to Clause 7.7.1.

The twelve (12) weeks' paid parental leave under this clause will be calculated as follows:

- Full time employees whose ordinary hours of work are 36.25 hours per week shall be entitled to 435 hours (pro- rata for part-time employees).
- Full time employees whose ordinary hours of work are 38 hours per week shall be entitled to 456 hours (pro-rata for part-time employees).

Where, after the first twenty (20) weeks, an employee's pregnancy results in other than the birth of a living child or where a child dies following the employee's date of confinement but during that employee's period of paid parental leave, that employee (birth parent) shall continue to be entitled to the twelve (12) weeks' paid parental leave.

Paid parental leave may be taken at half pay at the request of the employee. Where an eligible employee requests a period of parental leave of more than twelve (12) months prior to proceeding

on same, such application will not be unreasonably refused. The maximum extension to be agreed upon, under these circumstances, is eighteen (18) months. Where such extension is approved, the employee is expected to be absent for such period unless circumstances arise which provide grounds for amendment. Where a future extension of parental leave is requested, the total parental leave approved is not to exceed twenty-four (24) months.

7.7.3 Secondary Care Giver

Two (2) weeks' paid parental leave will be available to all employees (excluding casual employees) eligible for parental leave pursuant to Clause 7.7.1, for the purpose of supporting the primary caregiver in the instance of biological confinement, adoption or surrogacy. The two (2) weeks' paid parental leave under this clause will be calculated as follows:

- (i) Full time employees whose ordinary hours of work are 36.25 hours per week shall be entitled to 72.5 hours (pro-rata for part-time employees).
- (ii) Full time employees whose ordinary hours of work are 38 hours per week shall be entitled to 76 hours (pro-rata for part-time employees).

7.7.4 Primary and Secondary Caregiver Employees of Council

Where both parents are employees of Council, only one parent may access primary caregiver leave and the other parent may access secondary caregiver leave for each pregnancy (these leave types may not be combined for one parent) i.e. an employee is only entitled to access either primary or secondary caregiver leave, not both, for each pregnancy.

7.7.5 Adoption Leave

An employee is not entitled to access paid parental leave in relation to adoption-related leave unless the child that is to be placed with the employee for adoption:

- is, or will be, under 16 years of age as at the day of placement, or the expected day of placement, of the child; and
- has not, or will not have, lived continuously with the employee for a period of six (6) months or more as at the day of placement, or the expected day of placement, of the child; and
- is not (otherwise than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

7.7.6 Return to work

Council recognises that employees may wish to seek part-time work arrangements upon return from parental leave. Subject to the needs of the business, managers will seek to accommodate the request for part-time work.

Employees are encouraged to discuss their potential needs with their manager as early as possible, including before departing on leave, providing maximum opportunity to discuss and consider potential mutually agreeable arrangements. The parties recognise that the Council may have employed another person to fill the role of the employee, the employee may not be able to return to their previous role prior to completing parental leave, unless in accordance with notice provisions as defined in the IR Act. However, once the employee has completed the period of parental leave they will be entitled to return to their substantive position in line with the applicable legislation.

7.7.7 Superannuation During Parental Leave

Employees (excluding casuals) covered under this Agreement shall receive employer superannuation contributions on any paid parental leave (both Council and the Government Paid Parental Leave Pay) for primary care givers as defined under section 7.7.2, approved in accordance with Clause 7.7.1 and the *Industrial Relations Act 2016*.

Employees who are in receipt of the Government Paid Parental Leave payment, will receive superannuation payments in accordance with the Superannuation Guarantee (SG) as set out in the applicable legislation.

To avoid any doubt, as there is no legislative requirement to make employer superannuation contributions during a period of unpaid leave, and noting employees' contributions to their superannuation via salary sacrifice would not be made during the period, the additional employer contributions provided for under the *Local Government Act 2009* and *Local Government Regulations 2012* will not be applicable to superannuation paid during the Government Paid Parental Leave period.

7.8 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS UPON RETURN FROM PARENTAL LEAVE

7.8.1 Entitlement

An employee who is a parent, or has responsibility for the care of a child, may request a change in working arrangements from the Council to assist the employee to care for the child if the child is under school age.

Note: Examples of changes in working arrangements include: changes in hours of work, changes in patterns of work and changes in location of work. The employee is not entitled to make the request unless:

- for an employee other than a casual employee, the employee has completed at least 12 months of continuous service with the Council immediately before making the request; or
- for a casual employee, the employee is a long-term casual employee and they have a reasonable expectation of continuing employment by the Council on a regular and systematic basis.

7.8.2 Form of the Request

Any request for flexible working arrangements must be in writing and set out details of the change sought and the reasons for the change.

7.8.3 Agreeing to the Request

- (i) The Council must provide the employee with a written response to a request for flexible working arrangements within 21 days, stating whether it grants or refuses the request.
- (ii) The Council may refuse the request only on reasonable business grounds and, if the Council refuses the request, the written response must include details of the reasons for the refusal.

7.9 NATURAL DISASTER LEAVE

- (i) Where a Declaration of a disaster situation has been declared which results in a situation where:
 - An employee is unable to perform their required functions and reasonable duties, or where to continue working under extreme conditions is inadvisable due to Health, Safety and Wellbeing considerations.
 - where the employee is required to leave the work site and return home, the employee will be permitted to leave work and to be absent for up to a maximum of five (5) days without loss of pay. However, such leave is subject to approval by the CEO of the Council.
- (ii) Where any employee is isolated as a result of a disaster situation caused by, but not limited to, a natural flood, cyclone, bushfire, tsunami, volcano or earthquake events, and is unable to report to work at any of Council's depots or premises from which that employee's duties are conducted by means of plant and/or equipment being stationed there or report for alternative

duties or training, the employee will be permitted leave without loss of pay, up to a maximum of five (5) days with such leave subject to approval by the CEO of the Council.

- (iii) Where, due to an employee's circumstances, they are required to return home due to a non-declared disaster situation, the employee must seek approval to leave work and, if approved, will be eligible to access any accrued leave balance (including TOIL, RDOs and Flex-time) excluding personal leave or unpaid leave.
- (iv) Where electronic facilities are available at an employee's residence and the employee is unable to attend normal or alternative place of duty then such employee would be expected to work from home where practical and safe to do so.
- (v) Staff required to attend the LDCC will receive the remuneration and conditions during the disaster situation as defined in the agreed guidelines for such situations and communicated to such staff.

7.10 DOMESTIC AND FAMILY VIOLENCE LEAVE

Mount Isa City Council is committed to supporting employees who experience or are impacted by domestic and family violence.

Employees experiencing domestic violence, as defined in the Council's Domestic Violence Policy and the Act, will be able to access up to twenty (20) days' paid Domestic and Family Violence leave per year at the discretion of the CEO. The support person, as defined in s 42(2)(b) of the Act, will be able to access up to ten (10) days' per year of paid carer's leave to accompany them to court, hospital, or to mind children. Requests for additional leave will be considered at the discretion of the CEO on a case by case basis.

All personal information concerning domestic and/or family violence will be kept confidential and only shared with authorised persons. No information will be maintained on an employee's file without their written permission. Council will develop and implement Workplace Safety Planning strategies to ensure the protection of employees affected by domestic and/or family violence, which will include and communicate such strategy in its Domestic Violence Policy.

7.11 EMERGENCY SERVICES LEAVE

Permanent Employees who are officially appointed volunteer members with the MICC local State Emergency Services (SES), Queensland Rural Fire Service and/or Queensland Ambulance Service and are approved by their immediate Supervisor to attend to an emergent call out during ordinary work time shall be entitled to Emergency Services Leave with pay equivalent to the ordinary wages for the period agreed to by Council.

Council agrees to pay Emergency Services Leave to an employee to a maximum of ten (10) call outs per calendar year, additional call outs may be approved by exception from the Chief Executive Officer.

An Employee may be granted Emergency Services Leave, during their ordinary hours of work, without loss of pay, for training purposes to a maximum of five (5) days per calendar year. Such written notice from the employee should state that the employee is required for training purposes and clearly outline the dates and times the training commences and finishes. Any training takes place outside an employee's ordinary hours, the employee shall not be entitled to any payment.

All Emergency Services Leave will be paid at ordinary time and will not incur any penalties.

Any Emergency Services Leave shall not place any responsibility on Council as to the conduct of or work undertaken by an employee on such leave. Council has no responsibility for any expenses incurred during the employee's absence to conduct emergency work. Such periods of leave will be recognised for the accrual of benefits.

Emergency Services Leave only applies to permanent and maximum term full-time and part-time

employees who are appointed volunteer members of the Rural Fire Service (RFS), the State Emergency Services (SES) or The Queensland Ambulance Service.

Permanent and maximum term full-time and part-time employees of other voluntary services or any other Local or State Government body established during the emergency, who may offer assistance to declared emergencies, may be considered on a case-by-case basis by the Chief Executive Officer.

7.12 DEFENCE RESERVE FORCES LEAVE

An employee who is a member of the Reserve Forces is to be granted leave for attendance for reserve service, including but not limited to; training, camps, field exercises, schools, classes or courses and/or deployment situations and may involve more than one (1) absence in a financial year.

Entitlement - Leave Without Pay

Employees can have two (2) weeks of unpaid leave each year for Defence Reserve Forces Leave. These weeks can be taken together or separately, as required.

Should the employee's scheduled Roster Day fall in the period of leave, the roster day will be counted as having been taken on the day it falls. Roster days cannot be accrued while on this leave.

Employee can combine unpaid Defence Reserve Forces Leave, Annual Leave and Long Service Leave in the same period of leave. E.g. two weeks of unpaid leave followed immediately by two weeks of annual leave, for a total leave period of four (4) weeks.

Employees can apply to be granted unpaid leave longer than two (2) weeks, for special camps, courses or schools. Such requests are to be made in writing to the CEO for approval.

Applies to employees

Employees must apply for the leave as being for Defence Reserve Forces.

Applications for Defence Leave must be made at least two (2) weeks prior to the desired date of leave. Early application to give a longer period of notice is always recommended.

Approval for Defence leave for a specific period will always be subject to Council work schedules and staff availability.

Council Payment for Defence Reserve Forces Leave

The Australian Army, Navy and Airforce Reserve Forces pay their members according to the rank and position held by the member, for the Defense Service leave period.

Where the Service pay is less than the employee's ordinary rate of pay with the Council, the Council will make up the difference.

Service pay includes all payments received by the employee from the Army, Navy or Airforce Reserve Forces for their service during the period of Defence Leave. Service pay shall include the payment for any day or days, covering Monday to Sunday of the week or weeks taken on Defence Leave.

7.13 COMMUNITY VOLUNTEER LEAVE

Mount Isa City Council in supporting the local community in engaging volunteers to support schools, communities, citizens and non-profit organisations, and recognising the commitment of Council Employees to engage in volunteer service, Community Volunteer Leave of up to one (1) day paid leave per calendar year, shall be granted to all Employees.

Leave not taken will be forfeited; it shall not be carried into the next calendar year.

Employees shall not be paid for any untaken Community Volunteer Leave on termination of employment.

Community Volunteer Leave does not apply to casual or temporary Employees.

Volunteer activities should preferably take place within the Mount Isa Local Government Area; however, consideration will be given for approval for leave of this type for volunteering activities outside of the Mount Isa Local Government Area.

Community Volunteer Leave may be made available to Employees from Indigenous and Culturally Linguistically Diverse Backgrounds for culturally significant events such as National Aboriginal and Islander Day, Journey of Healing Day (formerly Sorry Day), Mabo Day and other cultural events, on the proviso that the Employee concerned is assisting a participating charitable Indigenous organisation in the conduct of the ceremonies or celebrations in a volunteer capacity.

Management approval of leave will be subject to consideration of operational requirements and will only be granted for volunteer work with community-based non-profit organisations and charitable groups, or to community based groups at the CEO's discretion. Human Resources will maintain a list of recognized and community non-profit organisations and charities as approved by the CEO.

Community Volunteer Leave will not be approved to assist an organisation which is primarily for sporting, recreational or social purposes, primarily for political, lobbying or promotional purposes or carrying on a commercial enterprise.

An Employee seeking approval to take Community Volunteer Leave must provide to the relevant manager written evidence from the registered charity or institution that the volunteer work is required.

After an Employee has taken granted Community Volunteer Leave, the Employee must also provide the relevant manager with written advice from the registered charity or institution that the Employee did in fact engage in the volunteer work at the time proposed in first seeking the approval.

7.14 Workers Compensation Top Up from Sick leave

Where employees are receiving work cover payments of 85% of ordinary weekly earnings (OWE) or less before 26 weeks on work cover, such payments may be topped up to the employee's base weekly wage from accrued sick leave. To facilitate this, a written request and approval from the Chief Executive Officer is required. Any request to use sick leave under this clause is conditional upon the employee maintaining a balance of ten (10) days in their sick leave accruals.

- Where employees are receiving work cover payments of 70% of ordinary weekly earnings after 26 weeks on work cover, such payments may be topped up to the employee's base weekly wage from accrued sick leave. To facilitate this, a written request and approval from the Chief Executive Officer is required. Any request to use sick leave under this clause is conditional upon the employee maintaining a balance of ten (10) days in their sick leave accruals.
- These top up provisions will apply for a maximum period of 52 week combined total.

Workers Compensation	Maximum Period of top up from SL	Minimum Balance of SL Accrual	Total Period of Top Up Available	Approval
85% OWE	26 weeks	10 days	52 weeks	CEO
70%	26 Weeks	10 days		CEO

PART 8 – MISCELLANEOUS

8.1 CHRISTMAS SHUT DOWN PERIOD

- (i) During the Christmas holiday period, Council may make a decide to shut down its operations. Where a Christmas shut down is decided, Council will provide employees 90 days written notice of the shut down period.
- (ii) During the Christmas shut down period, skeleton staff rosters may be implemented. Generally, this will require employees to be available on-call. The skeleton staff roster will be developed as follows:
 - Request for volunteers to be available on-call (or to work), in the first instance, whilst acknowledging Council's need to have employees available to meet its obligation to provide essential services and respond to emergencies;
 - Fair and equitable opportunity to participate in the roster; and
 - As far as reasonably practicable, ensuring employees are not required to be rostered over Christmas on consecutive years.
- (iii) Untaken banked RDOs, are to be taken prior to any other paid leave being accessed, to cover the Christmas shut down period.

8.2 DELEGATES CLAUSE

8.2.1 New Employees

- (a) The Council will, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement. Council Induction's will include Union Delegate/s names.
- (b) Council will make available to employees the employee information statement required in accordance with the Queensland Employment Standards.

8.2.2 Workplace Delegates

The existence of accredited Union delegates and/or job representatives is encouraged.

8.2.3 Facilities and Conditions

Council will make facilities available to the parties involved in any consultative forum set up in accordance with this Agreement: Wherever possible meetings should occur in normal working time. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings.

Reasonable access to normal Council facilities such as, typing, word processing, photocopying, postal system and telephone, storage facilities and meeting rooms.

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. No employee will be disadvantaged as a result of activities conducted in accordance with this clause.

8.2.4 Workplace Delegates Leave

Paid leave of absence of up to five (5) days per person per annum will be granted to employee delegates to attend trade union training, ACTU or specific Union training courses approved by the respective Union, subject to the following: -

- Written applications must be submitted in advance with union documentation;
- Operational requirements;

- Approval by the CEO; and
- MICC is not involved in any costs for this training except for the payment of remuneration to the staff member.

Failure by an employee to observe all requirements of this Clause will mean that the employee will not be able to access the benefits of this Clause.

8.2.5 Right of Entry

- (a) An authorised officer of the Union will have rights of access and entry to the premises of the Council in accordance Queensland Industrial Relations Act 2016, Sections 348 and 352 for the following purposes: -
- (i) Meeting with workplace delegates;
 - (ii) Meetings with members of staff;
 - (iii) Meetings with relevant management team members on matters associated with this Agreement or current industrial workplace issues;
 - (iv) To conduct union business matters or matters incidental to union business; and
 - (v) Do not disrupt the business or operations of MICC.

8.2.6 Meetings

- (a) It is agreed that officers are entitled to use up to a total of 8 hours paid time to attend union meetings during normal working hours over the 3-year period of this Agreement under the following conditions:
- (i) Meetings are to be scheduled at the start or end of the working day to minimise disruption to work patterns;
 - (ii) 7 days written or verbal prior notice of such meeting to be provided to the CEO;
- Approval will be subject to operational requirements;
- (iv) The parties will promote a participative and consultative workplace environment and encourage all employees to participate in union meetings; and
 - (v) Any variation to this arrangement must be by Agreement between union delegates and the CEO.

8.2.7 Meeting notices and newsletters

The Council will provide an accessible space on Council noticeboards within each work location for the posting of any relevant award and this agreement, and notices pertaining to employment relations within the workplace produced by the Unions. The Union workplace delegate will be provided with access to this space.

8.3 PUBLIC HOLIDAYS

All work done by an Employee on the following days listed in this clause or any day appointed under the *Holidays Act 1983 (Qld)*, to be observed as a holiday, in place of any such holidays in the State of Queensland, shall be paid for at the rate of double time and a half – with a minimum payment as for four (4) hours at that rate:

- (a) 1 January (New Year's Day).
- (b) 26 January (Australia Day).
- (c) Good Friday.
- (d) Easter Saturday.

- (e) Easter Sunday.
- (f) Easter Monday.
- (g) 25 April (Anzac Day).
- (h) Labour Day
- (i) Annual agricultural, horticultural, and/or industrial show published in Queensland Government Gazette (Mount Isa Show Day).
- (j) Birthday of the Sovereign.
- (k) Part of the day on 24 December (Christmas Eve) from 6:00pm to midnight.
- (l) 25 December (Christmas Day).
- (m) 26 December (Boxing Day).

8.3.1 Additional Public Holidays

Where an additional Public Holiday is proclaimed or gazetted by the authority of the Commonwealth Government or the Queensland Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or a locality thereof, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this Agreement.

8.4 EMPLOYEE ASSISTANCE PROGRAM (EAP)

Council will provide an employee assistance program for employees, their immediate family (as defined in clause 1.4). Council will provide up to six (6) paid consultations, with further requests as per recommendation of the service provider to be considered by the Head or Manager People and Capability. In accordance with confidentiality agreements, employees voluntarily attending EAP are not identified to Council. Approval for more sessions is at the discretion of the CEO.

8.5 MEDICAL ASSESSMENT

The parties to this Agreement recognise that Council and Employees have obligations arising from the Work Health and Safety legislation that include:

- Council has a duty of care to ensure, so far as reasonably practicable, the health and safety of its workers, in the workplace; and
- Employees have a duty to take reasonable care for their own health and safety, ensure their acts or omissions do not adversely affect the health and safety of other workers and to comply with reasonable lawful directions given by Council to allow it to fulfil its duty of care obligations, including compliance with policies and procedures.

Where an employee has suffered a workplace injury or illness, Council will comply with the requirements of the Workers Compensation and Work Health and Safety legislation.

Council will actively support employees in managing non-work-related injuries or illness, through our rehabilitation and worker support processes, as applicable.

It will be reasonable for the Council to have concerns about an employee's health when:

- (a) the employee has been absent from work for an extended period (relevant to the injury or illness) for medical reasons and:
 - the employee has not produced a satisfactory clearance from their treating doctor;
 - the clearance provided by the treating doctor is insufficient or conflicting and so does not address Council's reasonable concerns; or

- there is no information provided by the employee's treating doctor about the employee's health or medical condition; or
- (b) Council reasonably believes that the employee may have a condition that impacts their own safety at work or any co-worker's Health, Safety and Wellbeing or their ability to perform the inherent requirements of their role; or
- (c) where there are legislative requirements relating to an employee's ability to perform the employee's role.

If satisfactory clearance is provided from the treating Doctor, the employee will be provided the opportunity to return to work.

Where Council believes on reasonable grounds, that an employee's capacity or performance or conduct is being negatively impacted by the employee's health or medical condition, Council may require an employee to obtain a medical report, or acceptable alternative, from the employee's treating doctor and/or specialist. This report will detail the employee's diagnosis, prognosis, capacity and timeframe for returning to their substantive position, including whether modifications/adjustments can be applied to support an employee in returning to their substantive position.

Where the employee is unwilling to obtain a report from their treating doctor, their doctor is unwilling to provide a report (or cannot do so in a reasonable timeframe) and/or the information contained in the report is insufficient or conflicting and so does not address Council's reasonable concerns, Council may require the employee to undergo a medical assessment by an independent medical specialist (IME), of the specialisation specified by Council. The employee must provide authority to the IME to access relevant and required medical information from their treating doctor/specialist, to allow the IME to make an appropriate and thorough assessment.

The requirement to attend a medical assessment will be expressed in writing and must set out:

- the grounds on which the reasonable belief has been formed that the medical assessment is required; and
- the details of the medical assessment to be undertaken.

The medical specialist report associated with the medical assessment will be provided to the employee's treating doctor with authority for that treating doctor to discuss the report with the employee as the treating doctor considers appropriate. In some circumstances, medical specialist reports may be provided to those who have a relevant need to review the information for the purposes of supporting the Employee to return to work.

Council will bear the cost of any specialist medical assessment requested under this clause. Council will support reasonable travel arrangements and expenses to support the Employee to complete the medical assessment.

Employees may challenge the requirement to participate in a medical assessment by showing that it was not reasonable for the Council to form a belief that the assessment is required. Employees are entitled to have a support person/representative attend meetings in the workplace associated with the request to attend the medical assessment. Disputes in relation to requests to attend medical assessments will be managed in accordance with Clause 2.2 of this agreement – Grievance and Dispute Settlement Procedure.

- If an employee fails to comply with a request for medical assessment, and the CEO/ Director believe there is an inherent risk to the employee's and/or any co- worker's health and safety if the employee returns to his/her substantive position, then they may transfer the employee to a suitable alternative position if available, to minimise the risk until such time as the employee provides a full medical clearance to return to their substantive position.
- The written medical report by the specialist medical practitioner will be provided to the

employee and the Workplace Health and Safety Manager.

- Council will bear the cost of any specialist medical assessment requested under this clause.

9.0 LOCAL AREA WORKPLACE AGREEMENTS

- (a) The parties recognise the need for “across the board” arrangements as outlined in this agreement, together with supporting Local Agreements which address issues of concern for specific sections of the workforce.
- (b) LAWA’s must be developed in consultation with the relevant union/s.
- (c) Accordingly, it is intended that this agreement is an overarching Agreement and that, a series of Local Area Work Agreements (hereafter called “LAWA”) may need to be developed to ensure that all employees and Council has the opportunity and flexibility necessary to be able to provide services which are viable, cost effective and competitive within certain work groups.
- (d) The aim of a LAWA is to allow sufficient flexibility for those specific sections of the workforce so that Council can provide cost effective and competitive services.
- (e) LAWA’s are not intended to supplant or in any way derogate from the minimum work conditions set out in this agreement. The parties recognise that a LAWA may vary the conditions of employment; however, when viewed as a whole the employee must not be in an inferior overall position in terms of conditions than they would be under the terms of this agreement or the relevant Award.

10.0 ABANDONMENT OF EMPLOYMENT

1. Where an Employee has remained absent for a period of seven (7) working days or more 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.
2. Before an Employee’s employment is terminated for abandonment, Council shall make a reasonable effort to contact the Employee and/or their next of kin/emergency contact (if registered in Council’s records). For the purpose of this clause, reasonable contact could be made via either email, post, phone or text messages.
3. Subject to clause 4, termination of employment for abandonment shall be effective from the date of the Employee’s last attendance at work.

In the event that the unauthorised absence immediately follows a period of approved absence (such as approved leave), termination of employment for abandonment shall be effective from the Employee’s last day of approved absence.

11.0 Drug and Alcohol Testing

The Council agrees to consult with all affected staff and their representatives on any changes in the provision of drug and alcohol testing arrangements.

SCHEDULE 1 – WAGES AND ALLOWANCES

QLG STREAM A – SINGLE DEPENDENCY – FULL TIME RATE

Classification Level	Single		Single		Single		Single		Single	
	Old Rate - annual	Old rate - hrly	Dec 2024 rate - annual 4%	Dec 2024 rate - hrly	July 2025 rate - annual - 4%	July 2025 rate - hrly	July 2026 rate - annual - 4.25%	July 2026 rate - hrly	July 2027 rate - annual - 4.25%	July 2027 rate - hrly
1.1	\$60,868.5991	\$32.2910	\$63,303.34	\$33.58	\$65,835.48	\$34.93	\$68,633.48	\$36.41	\$71,550.41	\$37.96
1.2	\$61,865.4399	\$32.8199	\$64,340.06	\$34.13	\$66,913.66	\$35.50	\$69,757.49	\$37.01	\$72,722.18	\$38.58
1.3	\$63,458.7192	\$33.6651	\$65,996.84	\$35.01	\$68,636.71	\$36.41	\$71,553.77	\$37.96	\$74,594.81	\$39.57
1.4	\$64,953.7202	\$34.4582	\$67,551.87	\$35.84	\$70,253.94	\$37.27	\$73,239.74	\$38.85	\$76,352.43	\$40.51
1.5	\$66,448.1991	\$35.2510	\$69,105.92	\$36.66	\$71,870.16	\$38.13	\$74,924.64	\$39.75	\$78,108.94	\$41.44
1.6	\$67,738.3195	\$35.9354	\$70,448.04	\$37.37	\$73,265.96	\$38.87	\$76,379.76	\$40.52	\$79,625.90	\$42.24
2.1	\$70,287.3597	\$37.2877	\$73,099.00	\$38.78	\$76,022.96	\$40.33	\$79,253.94	\$42.04	\$82,622.23	\$43.83
2.2	\$71,804.7207	\$38.0927	\$74,676.91	\$39.62	\$77,663.99	\$41.20	\$80,964.71	\$42.95	\$84,405.71	\$44.78
2.3	\$73,275.7992	\$38.8731	\$76,207.04	\$40.43	\$79,255.32	\$42.05	\$82,623.67	\$43.83	\$86,135.18	\$45.69
2.4	\$74,836.8393	\$39.7012	\$77,830.31	\$41.29	\$80,943.53	\$42.94	\$84,383.63	\$44.77	\$87,969.93	\$46.67
3.1	\$76,724.9609	\$40.7029	\$79,794.00	\$42.33	\$82,985.76	\$44.02	\$86,512.65	\$45.90	\$90,189.44	\$47.85
3.2	\$77,703.0798	\$41.2218	\$80,811.20	\$42.87	\$84,043.65	\$44.59	\$87,615.51	\$46.48	\$91,339.17	\$48.46
3.3	\$79,264.1199	\$42.0499	\$82,434.68	\$43.73	\$85,732.07	\$45.48	\$89,375.69	\$47.41	\$93,174.15	\$49.43
3.4	\$80,834.5191	\$42.8830	\$84,067.90	\$44.60	\$87,430.62	\$46.38	\$91,146.42	\$48.35	\$95,020.14	\$50.41
4.1	\$82,801.1603	\$43.9263	\$86,113.21	\$45.68	\$89,557.74	\$47.51	\$93,363.94	\$49.53	\$97,331.91	\$51.63
4.2	\$84,608.6793	\$44.8852	\$87,992.84	\$46.68	\$91,512.55	\$48.55	\$95,401.84	\$50.61	\$99,456.42	\$52.76
4.3	\$86,382.4002	\$45.8262	\$89,837.70	\$47.66	\$93,431.20	\$49.57	\$97,402.03	\$51.67	\$101,541.62	\$53.87
4.4	\$88,164.4396	\$46.7716	\$91,691.02	\$48.64	\$95,358.66	\$50.59	\$99,411.40	\$52.74	\$103,636.39	\$54.98
5.1	\$90,372.3609	\$47.9429	\$93,987.26	\$49.86	\$97,746.75	\$51.86	\$101,900.98	\$54.06	\$106,231.77	\$56.36
5.2	\$92,157.5199	\$48.8899	\$95,843.82	\$50.85	\$99,677.57	\$52.88	\$103,913.87	\$55.13	\$108,330.21	\$57.47

Classification Level	Single		Single		Single		Single		Single	
	Old Rate - annual	Old rate - hrly	Dec 2024 rate - annual 4%	Dec 2024 rate - hrly	July 2025 rate - annual - 4%	July 2025 rate - hrly	July 2026 rate - annual - 4.25%	July 2026 rate - hrly	July 2027 rate - annual - 4.25%	July 2027 rate - hrly
5.3	\$93,944.2398	\$49.8378	\$95,843.80	\$51.83	\$99,677.55	\$53.90	\$103,913.85	\$56.20	\$108,330.19	\$58.58
6.1	\$97,380.9209	\$51.6610	\$101,276.16	\$53.73	\$105,327.20	\$55.88	\$109,803.61	\$58.25	\$114,470.26	\$60.73
6.2	\$100,367.2793	\$53.2452	\$104,381.97	\$55.38	\$108,557.25	\$57.59	\$113,170.93	\$60.04	\$117,980.70	\$62.59
6.3	\$103,359.8808	\$54.8328	\$107,494.28	\$57.03	\$111,794.05	\$59.31	\$116,545.29	\$61.83	\$121,498.47	\$64.46
7.1	\$106,603.6397	\$56.5537	\$110,867.79	\$58.82	\$115,302.50	\$61.17	\$120,202.85	\$63.77	\$125,311.47	\$66.48
7.2	\$109,595.2007	\$58.1407	\$113,979.01	\$60.47	\$118,538.17	\$62.88	\$123,576.04	\$65.56	\$128,828.02	\$68.34
7.3	\$112,617.9603	\$59.7443	\$117,122.68	\$62.13	\$121,807.59	\$64.62	\$126,984.41	\$67.37	\$132,381.25	\$70.23
8.1	\$116,464.4008	\$61.7848	\$121,122.98	\$64.26	\$125,967.90	\$66.83	\$131,321.53	\$69.67	\$136,902.70	\$72.63
8.2	\$117,721.2396	\$62.4516	\$122,430.09	\$64.95	\$127,327.29	\$67.55	\$132,738.70	\$70.42	\$138,380.10	\$73.41
8.3	\$123,664.3204	\$65.6044	\$128,610.89	\$68.23	\$133,755.33	\$70.96	\$139,439.93	\$73.97	\$145,366.13	\$77.12
8.4	\$127,043.7993	\$67.3972	\$132,125.55	\$70.09	\$137,410.57	\$72.90	\$143,250.52	\$75.99	\$149,338.67	\$79.22
8.5	\$130,423.2801	\$69.1901	\$135,640.21	\$71.96	\$141,065.82	\$74.84	\$147,061.12	\$78.02	\$153,311.21	\$81.33

QUEENSLAND LOCAL GOVERNMENT STREAM A – DEPENDANT DEPENDENCY – FULL TIME RATE

Classification Level	Dependant		Dependant		Dependant		Dependant		Dependant	
	Old rate - annual	Old rate - hrly	Dec 2024 annual rate 4%	1st New hourly rate 4%	July 2025 rate - annual - 4%	2nd new rate - hrly	July 2026 rate - annual - 4.25%	3rd new rate - hrly	July 2027 rate - annual - 4.25%	3rd new rate - hrly
1.1	\$63,101.9999	\$33.4759	\$65,626.08	\$34.81	\$68,251.12	\$36.21	\$71,151.80	\$37.75	\$74,175.75	\$39.35
1.2	\$64,093.6399	\$34.0019	\$66,657.39	\$35.36	\$69,323.68	\$36.78	\$72,269.94	\$38.34	\$75,341.41	\$39.97
1.3	\$65,686.9192	\$34.8472	\$68,314.40	\$36.24	\$71,046.97	\$37.69	\$74,066.47	\$39.29	\$77,214.29	\$40.96
1.4	\$67,177.2398	\$35.6378	\$69,864.33	\$37.06	\$72,658.90	\$38.55	\$75,746.91	\$40.18	\$78,966.15	\$41.89
1.5	\$68,670.6801	\$36.4301	\$71,417.51	\$37.89	\$74,274.21	\$39.40	\$77,430.86	\$41.08	\$80,721.67	\$42.82
1.6	\$69,958.1996	\$37.1131	\$72,756.53	\$38.60	\$75,666.79	\$40.14	\$78,882.63	\$41.85	\$82,235.14	\$43.63
2.1	\$72,541.5596	\$38.4836	\$75,443.22	\$40.02	\$78,460.95	\$41.62	\$81,795.54	\$43.39	\$85,271.85	\$45.24
2.2	\$74,056.3192	\$39.2872	\$77,018.57	\$40.86	\$80,099.31	\$42.49	\$83,503.54	\$44.30	\$87,052.44	\$46.18
2.3	\$75,576.7998	\$40.0938	\$78,599.87	\$41.70	\$81,743.87	\$43.37	\$85,217.98	\$45.21	\$88,839.75	\$47.13
2.4	\$77,086.3606	\$40.8946	\$80,169.82	\$42.53	\$83,376.61	\$44.23	\$86,920.11	\$46.11	\$90,614.22	\$48.07
3.1	\$78,989.0400	\$41.9040	\$82,148.60	\$43.58	\$85,434.55	\$45.32	\$89,065.51	\$47.25	\$92,850.80	\$49.26
3.2	\$79,964.5596	\$42.4215	\$83,163.14	\$44.12	\$86,489.67	\$45.88	\$90,165.48	\$47.83	\$93,997.51	\$49.87
3.3	\$81,528.1991	\$43.2510	\$84,789.33	\$44.98	\$88,180.90	\$46.78	\$91,928.59	\$48.77	\$95,835.55	\$50.84
3.4	\$83,218.1996	\$44.1476	\$86,546.93	\$45.91	\$90,008.80	\$47.75	\$93,834.18	\$49.78	\$97,822.13	\$51.90
4.1	\$85,398.5603	\$45.3043	\$88,814.50	\$47.12	\$92,367.08	\$49.00	\$96,292.68	\$51.08	\$100,385.12	\$53.25
4.2	\$87,175.9192	\$46.2472	\$90,662.96	\$48.10	\$94,289.47	\$50.02	\$98,296.78	\$52.15	\$102,474.39	\$54.36
4.3	\$88,946.0002	\$47.1862	\$92,503.84	\$49.07	\$96,203.99	\$51.04	\$100,292.66	\$53.21	\$104,555.10	\$55.47
4.4	\$90,725.4402	\$48.1302	\$94,354.46	\$50.06	\$98,128.64	\$52.06	\$102,299.10	\$54.27	\$106,646.82	\$56.58
5.1	\$92,950.5206	\$49.3106	\$96,668.54	\$51.28	\$100,535.28	\$53.33	\$104,808.03	\$55.60	\$109,262.37	\$57.96
5.2	\$94,730.4809	\$50.2549	\$98,519.70	\$52.27	\$102,460.49	\$54.36	\$106,815.06	\$56.67	\$111,354.70	\$59.07
5.3	\$96,515.6399	\$51.2019	\$100,376.27	\$53.25	\$104,391.32	\$55.38	\$108,827.95	\$57.73	\$113,453.13	\$60.19
6.1	\$99,965.8403	\$53.0323	\$103,964.47	\$55.15	\$108,123.05	\$57.36	\$112,718.28	\$59.80	\$117,508.81	\$62.34

Classification Level	Dependant		Dependant		Dependant		Dependant		Dependant	
	Old rate - annual	Old rate - hrly	Dec 2024 annual rate 4%	1st New hourly rate 4%	July 2025 rate - annual - 4%	2nd new rate - hrly	July 2026 rate - annual - 4.25%	3rd new rate - hrly	July 2027 rate - annual - 4.25%	3rd new rate - hrly
6.2	\$102,958.4399	\$54.6199	\$107,076.78	\$56.80	\$111,359.85	\$59.08	\$116,092.64	\$61.59	\$121,026.58	\$64.21
6.3	\$105,946.3609	\$56.2050	\$110,184.22	\$58.45	\$114,591.58	\$60.79	\$119,461.73	\$63.37	\$124,538.85	\$66.07
7.1	\$109,194.8003	\$57.9283	\$113,562.59	\$60.25	\$118,105.10	\$62.66	\$123,124.56	\$65.32	\$128,357.36	\$68.09
7.2	\$112,186.8796	\$59.5156	\$116,674.35	\$61.90	\$121,341.33	\$64.37	\$126,498.34	\$67.11	\$131,874.51	\$69.96
7.3	\$115,182.6008	\$61.1048	\$119,789.90	\$63.55	\$124,581.50	\$66.09	\$129,876.21	\$68.90	\$135,395.95	\$71.83
8.1	\$119,060.2399	\$63.1619	\$123,822.65	\$65.69	\$128,775.56	\$68.32	\$134,248.52	\$71.22	\$139,954.08	\$74.25
8.2	\$122,658.1206	\$65.0706	\$127,564.45	\$67.67	\$132,667.02	\$70.38	\$138,305.37	\$73.37	\$144,183.35	\$76.49
8.3	\$126,263.2792	\$66.9832	\$131,313.81	\$69.66	\$136,566.36	\$72.45	\$142,370.43	\$75.53	\$148,421.18	\$78.74
8.4	\$129,646.9202	\$68.7782	\$134,832.80	\$71.53	\$140,226.11	\$74.39	\$146,185.72	\$77.55	\$152,398.61	\$80.85
8.5	\$133,028.4801	\$70.5721	\$138,349.62	\$73.40	\$143,883.60	\$76.33	\$149,998.66	\$79.57	\$156,373.60	\$82.96

Stream A – Foreman + CWA

Foreman - QLG Stream A Award - Single dependency allowance + CWA										
	Old rate - annual	Old rate - hrly	Dec 2024 rate - annual 4%	Dec 2024 rate - hrly	July 2025 rate - annual 4%	July 2025 rate - hrly	July 2026 rate - annual - 4.25%	July 2026 rate - hrly	July 2027 rate - annual - 4.25%	July 2027 rate - hrly
3.1	\$78,213.0300	\$39.5815	\$81,341.5512	\$41.1648	\$84,595.2132	\$42.8113	\$88,190.5098	\$44.6308	\$91,938.6065	\$46.5276
3.2	\$79,781.4762	\$40.3752	\$82,973.2800	\$41.9905	\$86,292.2112	\$43.6701	\$89,959.6302	\$45.5261	\$93,782.9145	\$47.4610
3.3	\$81,352.3092	\$41.1702	\$84,607.6400	\$42.8176	\$87,991.9456	\$44.5303	\$91,731.6033	\$46.4229	\$95,630.1964	\$48.3958
3.4	\$82,846.3459	\$41.9263	\$86,159.8400	\$43.6032	\$89,606.2336	\$45.3473	\$93,414.4985	\$47.2745	\$97,384.6147	\$49.2837
4.1	\$84,900.7945	\$42.9660	\$88,296.8263	\$44.6846	\$91,828.6993	\$46.4720	\$95,731.4191	\$48.4471	\$99,800.0044	\$50.5061
4.2	\$86,478.8311	\$43.7646	\$89,937.9843	\$45.5152	\$93,535.5037	\$47.3358	\$97,510.7626	\$49.3476	\$101,654.9700	\$51.4448
4.3	\$88,281.2694	\$44.6768	\$91,812.5202	\$46.4638	\$95,485.0210	\$48.3224	\$99,543.1344	\$50.3761	\$103,773.7176	\$52.5171
4.4	\$90,053.7085	\$45.5737	\$93,655.8568	\$47.3967	\$97,402.0911	\$49.2926	\$101,541.6800	\$51.3875	\$105,857.2014	\$53.5715
5.1	\$92,278.5687	\$46.6997	\$95,970.6800	\$48.5682	\$99,809.5072	\$50.5109	\$104,051.4113	\$52.6576	\$108,473.5962	\$54.8955
5.2	\$94,118.2098	\$47.6307	\$97,884.8000	\$49.5368	\$101,800.1920	\$51.5183	\$106,126.7002	\$53.7078	\$110,637.0849	\$55.9904
5.3	\$95,847.4484	\$48.5058	\$99,680.3600	\$50.4455	\$103,667.5744	\$52.4633	\$108,073.4463	\$54.6930	\$112,666.5678	\$57.0175
6.1	\$99,299.9277	\$50.2530	\$103,272.0000	\$52.2632	\$107,402.8800	\$54.3537	\$111,967.5024	\$56.6637	\$116,726.1213	\$59.0719
6.2	\$102,280.7976	\$51.7615	\$103,272.0000	\$52.2632	\$107,402.8800	\$54.3537	\$111,967.5024	\$56.6637	\$116,726.1213	\$59.0719
6.3	\$105,274.8687	\$53.2768	\$109,487.5600	\$55.4087	\$113,867.0624	\$57.6250	\$118,706.4126	\$60.0741	\$123,751.4351	\$62.6272
7.1	\$108,451.3469	\$54.8843	\$112,791.1200	\$57.0805	\$117,302.7648	\$59.3637	\$122,288.1323	\$61.8867	\$127,485.3779	\$64.5169
7.2	\$111,445.4180	\$56.3995	\$115,903.3200	\$58.6555	\$120,539.4528	\$61.0017	\$125,662.3795	\$63.5943	\$131,003.0307	\$66.2971
7.3	\$114,465.8813	\$57.9281	\$119,046.2000	\$60.2461	\$123,808.0480	\$62.6559	\$129,069.8900	\$65.3188	\$134,555.3604	\$68.0948
8.2	\$120,682.8368	\$61.0743	\$124,380.3600	\$62.9455	\$129,355.5744	\$65.4633	\$134,853.1863	\$68.2455	\$140,584.4467	\$71.1460
8.3	\$122,574.4781	\$62.0316	\$126,329.8400	\$63.9321	\$131,383.0336	\$66.4894	\$136,966.8125	\$69.3152	\$142,787.9021	\$72.2611
8.4	\$124,468.3226	\$62.9900	\$128,281.4000	\$64.9197	\$133,412.6560	\$67.5165	\$139,082.6939	\$70.3860	\$144,993.7084	\$73.3774

Stream B - Operations

QLG Stream B - Operations										
Yard	Old rate - annual	Old rate - hrly	Dec 2024 rate - annual - 4%	Dec 2024 rate - hrly	July 2025 rate - annual - 4%	July 2025 rate - hrly	July 2026 rate - annual - 4.25%	July 2026 rate - hrly	July 2027 rate - annual - 4.25%	July 2027 rate - hrly
1	\$66,017.1206	\$33.4095	\$68,657.81	\$34.75	\$71,404.12	\$36.14	\$74,438.79	\$37.67	\$77,602.44	\$39.27
2	\$67,958.7995	\$34.3921	\$70,677.15	\$35.77	\$73,504.24	\$37.20	\$76,628.17	\$38.78	\$79,884.86	\$40.43
3	\$68,586.8399	\$34.7084	\$71,327.36	\$36.10	\$74,180.45	\$37.54	\$77,333.12	\$39.14	\$80,619.78	\$40.80
4	\$69,957.6796	\$35.4037	\$72,755.99	\$36.82	\$75,666.23	\$38.29	\$78,882.04	\$39.92	\$82,234.53	\$41.62
5	\$71,355.4407	\$36.1111	\$74,209.66	\$37.56	\$77,178.04	\$39.06	\$80,458.11	\$40.72	\$83,877.58	\$42.45
6	\$75,280.3992	\$38.0974	\$78,291.62	\$39.62	\$81,423.28	\$41.21	\$84,883.77	\$42.96	\$88,491.33	\$44.78
7	\$76,865.8803	\$38.8997	\$79,940.52	\$40.46	\$83,138.14	\$42.07	\$86,671.51	\$43.86	\$90,355.05	\$45.73
8	\$79,804.3998	\$40.3868	\$82,996.58	\$42.00	\$86,316.44	\$43.68	\$89,984.89	\$45.54	\$93,809.25	\$47.47
9	\$82,353.4393	\$41.7689	\$85,836.92	\$43.44	\$89,270.40	\$45.18	\$93,064.39	\$47.10	\$97,019.63	\$49.10

Stream C - Engineering

QLG Stream C - Engineering full time rates										
	Old rate - annual	Old rate - hrly	Dec 2024 rate - annual - 4%	Dec 2024 rate - hrly	July 2025 rate - annual - 4%	July 2025 rate - hrly	July 2026 rate - annual - 4.25%	July 2026 rate - hrly	July 2027 rate - annual - 4.25%	July 2027 rate - hrly
C14	\$63,361.4794	\$32.0655	\$65,895.94	\$33.35	\$68,531.78	\$34.68	\$71,444.38	\$36.16	\$74,480.76	\$37.69
C13	\$64,630.2808	\$32.7076	\$67,215.49	\$34.02	\$69,904.11	\$35.38	\$72,875.04	\$36.88	\$75,972.23	\$38.45
C12	\$67,958.7995	\$34.3921	\$70,677.15	\$35.77	\$73,504.24	\$37.20	\$76,628.17	\$38.78	\$79,884.86	\$40.43
C11	\$72,652.8408	\$36.7676	\$75,558.95	\$38.24	\$78,581.31	\$39.77	\$81,921.02	\$41.46	\$85,402.66	\$43.22
C10	\$78,899.5993	\$39.9289	\$82,055.58	\$41.53	\$85,337.81	\$43.19	\$88,964.66	\$45.02	\$92,745.66	\$46.94
C9	\$81,941.5999	\$41.4684	\$85,219.26	\$43.13	\$88,628.03	\$44.85	\$92,394.73	\$46.76	\$96,321.50	\$48.75
C8	\$84,718.9193	\$42.8739	\$88,107.68	\$44.59	\$91,631.98	\$46.37	\$95,526.34	\$48.34	\$99,586.21	\$50.40
C7	\$85,990.3192	\$43.5174	\$89,429.93	\$45.26	\$93,007.13	\$47.07	\$96,959.93	\$49.07	\$101,080.73	\$51.15
C6	\$86,733.3990	\$43.8934	\$90,202.73	\$45.65	\$93,810.84	\$47.48	\$97,797.81	\$49.49	\$101,954.21	\$51.60
C5	\$89,511.7606	\$45.2995	\$93,092.23	\$47.11	\$96,815.92	\$49.00	\$100,930.60	\$51.08	\$105,220.15	\$53.25
C4	\$92,448.7191	\$46.7858	\$96,146.67	\$48.66	\$99,992.53	\$50.60	\$104,242.22	\$52.75	\$108,672.51	\$55.00
C2a	\$101,048.4805	\$51.1379	\$105,090.42	\$53.18	\$109,294.04	\$55.31	\$113,939.03	\$57.66	\$118,781.44	\$60.11
C2b	\$106,764.3194	\$54.0305	\$111,034.89	\$56.19	\$115,476.29	\$58.44	\$120,384.03	\$60.92	\$125,500.35	\$63.51
1st Yr App - 75% C10	\$57,733.5192	\$29.2174	\$60,042.86	\$30.39	\$62,444.57	\$31.60	\$65,098.47	\$32.94	\$67,865.15	\$34.34
2nd Yr App - 80% C10	\$63,119.1605	\$31.9429	\$65,643.93	\$33.22	\$68,269.68	\$34.55	\$71,171.15	\$36.02	\$74,195.92	\$37.55
3rd Yr App - 84% C10	\$66,277.1207	\$33.5411	\$68,928.21	\$34.88	\$71,685.33	\$36.28	\$74,731.96	\$37.82	\$77,908.07	\$39.43
4th Yr App - 90% C10	\$71,008.5994	\$35.9355	\$73,848.94	\$37.37	\$76,802.90	\$38.87	\$80,067.02	\$40.52	\$83,469.87	\$42.24

Stream C – Building Trades

QLG - Stream C - Building Trades - Full time rates										
	Old rate - annual	Old rate - hrly	Dec 2024 rate - annual - 4%	Dec 2024 rate - hrly	July 2025 rate - annual - 4%	July 2025 rate - hrly	July 2026 rate - annual - 4.25%	July 2026 rate - hrly	July 2027 rate - annual - 4.25%	July 2027 rate - hrly
BT1	\$78,899.5993	\$39.9289	\$82,055.5832	\$41.5261	\$85,337.8066	\$43.1871	\$88,964.6633	\$45.0226	\$92,745.6615	\$46.9361
BT2	\$81,941.5999	\$41.4684	\$85,219.2639	\$43.1272	\$88,628.0345	\$44.8522	\$92,394.7259	\$46.7585	\$96,321.5018	\$48.7457
BT3	\$84,719.9606	\$42.8745	\$88,108.7590	\$44.5895	\$91,633.1094	\$46.3730	\$95,527.5166	\$48.3439	\$99,587.4360	\$50.3985



SCHEDULE 2 - PAYABLE ALLOWANCES

[illegible]

ALLOWANCE	BY AWARD COVERAGE	AMOUNT PAYABLE PRIOR TO CERTIFICATION OF AGREEMENT	FREQUENCY	Dec 2024 (4% INCREASE)	FREQUENCY	July 2025 (4% INCREASE)	July 2026 (4.25% INCREASE)	July 2027 (4.25% INCREASE)	COMMENTS
Live Sewer Allowance	Stream B and C	Employees engaged on Live Sewer work as defined in the Queensland Local Government Industry (Stream B) Award – State 2017 or the Queensland Local Government Industry (Stream C) Award – State 2017, during ordinary hours will be paid at the rate of time and one half.							
Work in the rain	Stream B and C	Where an employee is required to perform work in the rain and by so doing gets their clothing wet the employee shall be paid single time in addition to the rate otherwise payable for all work so performed. Such payment shall continue until the employee finishes work or until the clothing dries or is able to be changed, whichever is earlier.							
Work in the rain	Stream A	If an employee is required to work in the rain and by doing so gets their personal clothing wet, they shall be paid single time in addition to the rate otherwise payable for all time worked in that wet clothing up to the time the employee is able to change into dry clothing or until the employee ceases work, whichever is the earlier.							
Working in Wet Conditions	Stream B and C	(i) Subject to clause (ii) if an employee is required to work in the rain, or in area where the rain makes conditions wet, and the employee gets their clothes or any part of their clothing wet, they shall be paid they shall be paid single time in addition to the rate otherwise payable with such payment to continue until they cease work or are able to change into dry clothes. (ii) Clause (i) shall not apply where the employee is provided by the employer with waterproof clothing and footwear.							

*** Allowances not absorbed in the annualised rate, as outlined at Schedule 3, and not paid in accordance with this Agreement, will be paid in accordance with the relevant Award.*

SCHEDULE 3 - ANNUALISED ALLOWANCES

STREAM A Annualised Allowance Rate

- Supervisors - \$8,200.00
- All other Employees - \$6,150.00

ABSORBED ALLOWANCES –

- Locality Allowance
- Annual Leave Loading
- Overtime Meal Allowance
- Construction Site Worker Allowance (for Supervisors)

STREAM B – Operational Services Annualised Allowance Rate

The parties have agreed to a temporary estimated Annualised Allowance rate of \$5,500.00, which will be reviewed during the initial 6 months of the Agreement in accordance with Clause 4.5.2.

STREAM C – Building Trades Annualised Allowance Rate

- \$4,350.00

ABSORBED ALLOWANCES –

- District and Divisional Allowance
- Annual Leave Loading
- Construction Site Workers Allowance
- Overtime Meal Allowance
- Confined Spaces Allowance
- Wet Work Allowance

STREAM C – Engineering and Electrical Annualised Allowance Rate

- \$5,050.00

ABSORBED ALLOWANCES –

- District and Divisional Allowance
- Annual Leave Loading
- Construction Site Workers Allowance
- Overtime Meal Allowance
- Confined Spaces Allowance
- Motor Vehicles Drawing Trailers

SCHEDULE 4 – FLEX TIME

1. Introduction

The Scheme will cover only office based persons employed by MICC under the provisions of the *Queensland Local Government Industry (Stream A) Award – State – 2017*.

In brief, Flextime is designed to allow office staff maximum flexibility in determining their own working hours within each 72.50 hour fortnight. In operation the necessary constraints will be that present work throughputs and service to the public must not be reduced and overtime must not increase. On the other hand, it will be important for all supervisors to recognise that staff should be allowed the greatest possible freedom to select their working hours within these constraints. So, the success of Flextime will depend largely upon cooperation between staff and management.

2. Definitions of Commonly Used Terms

BANDWIDTH: Refers to the span of hours between start of the morning flex period and the end of the afternoon flex period. This may be within the range of 6.00 am to 6.00 pm but the bandwidth for each section will be set by the department head.

NOMINAL HOURS: Nominal hours of duty are those defined in the Queensland Local Government Industry (Stream A) Award – State - 2017, 7 hours 15 minutes per day 36 hrs 15 mins per week 72 hrs 30 mins per fortnight.

MAXIMUM HOURS: The maximum number of hours which can be worked in any one day (exclusive of overtime) is ten (10) hours. Any extension should only be made at Director Level.

STANDARD DAY: A standard working day is 7 hours 15 minutes, worked between 8.45 am and 5.00 pm with a lunch break of 60 minutes.

CORE TIME: The periods during the day when all officers are required to be present unless on approved leave. Core times are 9.30 am - 12 noon and 2.00 pm - 3.30 pm. This period may be varied by Managers to suit customer service requirements.

LUNCH BREAKS Ordinary daily hours are to be worked consecutively with a break of not less than 30 minutes for a meal, to commence no later than five hours after starting time each day. A lunch break must be taken in the period 12.00pm to 2.00pm with a minimum of 30 minutes and a maximum of 2 hours. All employees are required to clock off and back on again upon resumption of duty. Lunch times may be rostered or taken at set times in units where customer service is provided from 9.00 am to 4.30pm. Lunch times of > 1 hour must be approved by the Team leader and are subject to operational requirements.

FLEX CREDIT: A flex credit is an allowable amount above the normal hours that an employee is required to work; e.g. if an officer has worked 8 hours on the one day, he/she has a flex credit of 45 minutes for that day. Flex credits are shown as "(+)".

FLEX DEBIT: A flex debit is an allowable amount below the normal hours that an employee is required to work and should be shown as "(-)". A carry over flex debit can only be authorised by the Director of the Department or the Chief Executive Officer and is only allowable for employees that have commenced just prior to the Christmas break and have not accrued enough leave hours to cover the period between Christmas and New Year should Council close for business over this period.

SETTLEMENT PERIOD: This is a period of ten (10) working days during which an officer is required to work a nominal total of 72 hours 30 minutes. Settlement periods will correspond with the present pay periods.

CARRY OVER: This is the amount of Flex Credit that may be carried over into the next settlement period. The maximum carry over is (+) 36.25 hours.

FLEX LEAVE: Refers to an approved absence of not more than 36 hours 25 minutes in any one settlement period. Permission must be given prior to any leave being taken

3. Co-operation and Supervision

It is essential for the smooth running of any large organisation that there be co-operation and supervision. These two factors apply to a very large degree under Flextime.

Officers must at all times obey directions given by their supervisors regarding hours of attendance. If a supervisor directs any of his/her staff to commence or cease work at a time at which the individual would prefer to be absent, the supervisor's directions are to be followed. Permission to access flex credits must be obtained prior to taking flextime.

- (a) It is essential therefore that all staff working Flextime be aware that the first priority is the maintenance of acceptable workflows. Accordingly, there will need to be co-operation between staff, supervisors and management in planning working times so that during Flex Periods resources are available to service the needs of the public, other departments and organisations, and to enable the continuance of inter-office communication and services. This has to be carefully balanced against the objectives of the system that staff should be afforded maximum flexibility in choosing their working hours consistent with the requirements of the system and the ultimate achievement of the group's and the Department's work objective.
- (b) It is to be remembered that Flextime has been designed primarily to enable officers to work more efficiently and to enable them to have a greater say in planning their working hours, and not so as to reduce the number of hours worked, nor result in reduced output.
- (c) Higher duties allowance is not payable when staff are absent on Flex leave.

Supervisors have a most important role to play under Flextime. As well as ensuring that their section's obligations are met in full, they should encourage their officers to use the benefits of the scheme in a responsible manner. Supervisors should closely examine officer's attendance patterns: should they be unsatisfactory; the supervisor should immediately counsel the officer concerned. If the officer's attendance pattern continues to be unsatisfactory details of the case should be referred to the head of the Department.

4. Who Will Participate in Flextime?

- (a) Only office based staff who work 36.25 hours per week and are covered by the Queensland Local Government Officer's Award, 1998 will be eligible to participate in Flextime. The exception to this will be staff whose normal hours of duty differ from 36.25 hours per week, workers, or those whose duties are tied to industry hours. This will generally be those staff who work predominately in a field type position. These staff will work fixed starting and finishing times on a 9 day fortnight or 19 day month basis.
- (b) It may be necessary to exclude certain other staff from the scheme because of the need to maintain a continuous service during normal hours. These officers will be advised by their Team Leader / Supervisor.
- (c) The degree to which staff will be able to avail themselves of the benefits will, of course, vary depending on such aspects as the designation and classification of officers, the duties of their positions, the location of section, absence of other officers etc. Not all staff will be able to enjoy the full benefits of Flextime.
- (d) Any staff on individual contracts will not participate in the flextime scheme.

5. Provisions of Flextime

1. Daily Working Hours

The following details relate to daily working hours in general.

Daily working hours must fall within the span of hours from 6.00am to 6.00pm.

Band width will be set for each section by the department manager but would generally be within the following period. Earliest starting time 8.00 a.m. Latest finishing time 6.00 p.m.

Officers working outside of these hours will not be paid for any such duty or allowed to accrue flextime unless they have been SPECIFICALLY DIRECTED TO DO SO, in which case, overtime provisions will apply.

2. The maximum time which an officer can work on any one day (not including overtime) is 8 hours. This must be prior approved by the Supervisor. Employees required to work more than 8 hours in any day must have prior approval from the Department Head.

3. Ordinary daily hours are to be worked consecutively with a break of not less than 30 minutes for a meal, to commence no later than five hours after starting time each day. A standard lunch period is 60 minutes; all employees are required to clock off and back on again upon resumption of duty.

4. Settlement Period

For Flextime the Settlement Period will be a fortnight corresponding to the period at present covered by the fortnight for which salaries are prepared. The nominal requirement will therefore be all officers to work **72 HOURS 30 MINUTES OVER A PERIOD OF TEN (10) DAYS, BETWEEN THE HOURS OF 6.00 A.M.**

AND 6.00 P.M. The exception is that officers are allowed to carry over to the next Settlement Period a maximum flex credit of 36.25 hours.

5. Flex Credit Build Up

Officers will be allowed to build up flex credits during the settlement period i.e. They are not required to work 7 hours 15 minutes each and every day.

The following conditions will apply to the accrual of flex credits and flex debits:

6. Flex Credit

Subject to the specified requirement of the scheme e.g. necessity for officers to meet their functional responsibilities, co-operation with supervisors etc., an officer may accrue a flex credit build up of **36.25 hours**. NB staff are not authorised to accrue greater than 36.25 hours unless approved by the CEO. **All periods in excess of 36.25 hours will lapse unless taken in the fortnight in which it accrues.**

The provision for officers to establish credits enables both officers, and their sections, to plan for peaks and troughs. Additionally, it will enable officers to have time off at times when normally they would be working.

7. Carry Over to next Settlement Period

Officers will be allowed to carry over from one Settlement Period to the next, a flex credit of 36.25 hours. Carry over of a flex debit is not permitted and employees with a flex debit will be docked accordingly in their pay. **All flex credits in excess of 36.25 hours**

may not be carried over to the next settlement period and will lapse unless approved by the CEO.

6. Annual Christmas Closedown

Staff are required to use accrued flex credit for work absences required for the annual Christmas closedowns up to the maximum accrual of 36.25 hours.

7. Leave & Flex credit

When staff are absent on sick leave or any other approved leave a standard day of 7h 15m is deducted from the leave credits and added to flex credit for the day off or if multiple days 7h 15m X number of days absent. (See example attached)

8. Overtime

1. Overtime will be payable when specifically directed and authorised by the Manager prior to working the overtime).

(a) For all work outside bandwidth – Monday to Friday 6am to 6pm, unless employee is claiming TOIL

(b) For all work performed in excess of 7.25 hours where the employees so elects, and in all cases for work performed in excess of 8 hours in any one day (subject to clause 5.4.) Unless TOIL is being claimed

(c) For work performed outside nominal hours when a flex credit of 36.25 hours is exceeded. Unless TOIL is being claimed.

2. The employee MAY refuse to work more than 7.25 hours on any day unless overtime rates are paid for the time worked in excess of 7.25 hours, although overtime shall not be performed without the express approval of an authorised officer.

3.

(a) MICC retains the right to insist that employees work during nominal hours.

The employee retains the right to insist that he/she work during nominal hours

9. Working at other Offices

While working at any office in another Department where Flextime is not in operation or where the hours of duty differ from those at their home office, officers are to adopt the hours of duty operative in that office.

When an officer is transferred to an office where Flextime is not in operation he/she should take advantage of any accrual Flextime credit within one fortnight of his/her transfer.

10. Notification of Termination

When an employee gives notice that he/she wishes to terminate, he/she automatically ceases to participate in Flextime. Any debit existing 3 days before termination will be deducted as leave without pay.

Where a credit balance exists, the officer is entitled to take this time up to the maximum flextime credit of 36.25 hours. Any period in excess of 36.25 hours credit will lapse on termination.

11. Time Recording

All staff are honor bound to record their attendance accurately and truthfully. Any officer who does not observe this requirement will be excluded from participating in the scheme. An officer who deliberately falsifies his/her Time Card will be subject to disciplinary action as well

as automatic exclusion from the flextime scheme.

Where time clocks are used all officers participating in Flextime must record their times on the cards provided by using such time clocks.

Participating officers are required to record actual times for commencement of duty in the morning, ceasing duty for lunch, recommencement after lunch, and ceasing duty for the day. Absences for short periods during the day and other leave must also be recorded on the individual time clock cards. Attendance at the Blood Bank or Training Courses is to be treated as working time, in and out times are not to be recorded. The supervisor is to be notified in all cases when officers leave the premises for any reason whatever.

Each officer should calculate his/her time worked and the accrual Flex Credit or Flex Debit, preferably at the end of each day in biro.

Totals for each time card must be signed by the employee and approved and signed by his/her supervisor before submission, by attachment to the back of the time sheet, to the Pay Office.

Officers who commence at locations other than their usual starting place must record their commencement times in their diary at the time of commencement and transfer that figure to their time sheet at the earliest opportunity. This change of commencement location and the recorded detail on the time sheet must be approved and authorised by their supervisor.

12. Transfer and New Employee

The date a new employee commences Flextime will not necessarily correspond to the start of a settlement period. Each expired day of the settlement period before commencement is calculated at nominal hours (7.25 hours).

13. Interpretation of Agreement

If any disagreement or dispute arises over a question of interpretation or application of this Agreement the question shall be resolved using Grievance and Dispute Settlement of the MICC Certified Agreement.



SIGNATORIES

Signed for and on behalf of Mount Isa City Council (MICC).....

Print Name: Tim Rose

In the presence of

Print Name: Darren Bond

Date: 19 June 2025



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

(QSU).....

Print Name: Neil Henderson

In the presence of.....

Print Name: John Donaghy

Date: 19/6/25



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

(AWU).....

Print Name: Stacey Schinnerl

In the presence of.....

Print Name: Melinda Chisholm

Date: 24/06/2025



Signed for and on behalf of The Plumbers and Gasfitters Employees' Union of Australia, Qld
Branch, Union of Employees (PGU).....

Print Name: Justin Maxwell

In the presence of.....

Print Name: Emily Duncan

Date: 26/6/25



Signed for and on behalf of The Construction, Forestry, Mining and Energy, Industrial Union of
Employees, Queensland (CFMEU).....

Print Name: Paul Dunbar

In the presence of.....

Print Name: Emma Eaves

Date: 23.6.25



Signed for and on behalf of The Automative, Metals, Engineering, Printing and Kindred Industries
Industrial Union of Employees Queensland (AMWU).....

Print Name: Rohan Webb

In the presence of.....

Print Name: Melissa McAllister

Date: 19 June 2025



Signed for and on behalf of The Association of Professional Engineers, Scientists and Managers
of Australia (APESMA).....

Print Name: Sean Kelly – Queensland Director

In the presence of.....

Print Name: Thomas Whibley

Date: 25/06/25