

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 (Qld) – s 193 – certification of an agreement

Cloncurry Shire Council

AND

The Australian Workers' Union of Employees, Queensland

Queensland Services, Industrial Union of Employees

(Matter No. CB/2025/67)

CLONCURRY SHIRE COUNCIL CERTIFIED AGREEMENT 2024

Certificate of Approval

On 14 August 2025, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016 (Qld)*:

Name of Agreement: **CLONCURRY SHIRE COUNCIL CERTIFIED AGREEMENT 2024**

Parties to the Agreement:

- Cloncurry Shire Council;
- The Australian Workers' Union of Employees, Queensland; and
- Queensland Services, Industrial Union of Employees.

Operative Date: 14 August 2025

Nominal Expiry Date: 30 June 2027

Previous Agreement: *Cloncurry Shire Council Certified Agreement 2022*

Termination Date of Previous Agreement: 14 August 2025

By the Commission

C. J. GAZENBEEK
Industrial Commissioner
14 August 2025

Cloncurry Shire Council

And

The Australian Workers' Union of Employees, Queensland

And

Queensland Services, Industrial Union of Employees

CLONCURRY SHIRE COUNCIL CERTIFIED AGREEMENT 2024

Table of Contents

| | |
|--|----|
| PART 1 - TITLE AND OPERATION..... | 11 |
| 1.1 Title | 11 |
| 1.2 Agreement Coverage..... | 11 |
| 1.2.1 Agreement | 11 |
| 1.2.2 Employee Coverage..... | 11 |
| 1.2.3 Exclusions | 11 |
| 1.3 Date and Period of Operation | 11 |
| 1.4 Parent Awards..... | 11 |
| 1.4.1 Awards..... | 11 |
| 1.4.2 Inconsistency..... | 11 |
| 1.5 No extra claims..... | 12 |
| 1.6 Renegotiation of Agreement..... | 12 |
| 1.6.1 Renegotiation..... | 12 |
| 1.6.2 Commitment to Collective Bargaining | 12 |
| 1.6.3 Commitment to Recommence | 12 |
| 1.7 Purpose and Commitments | 12 |
| 1.7.1 Good Faith Agreement..... | 12 |
| 1.7.2 Link to Formal Organisational Plans..... | 12 |
| 1.7.3 Building on Past Agreements | 12 |
| 1.7.4 Consultation on Future Structural Changes | 12 |
| 1.7.5 Tangible Benefits..... | 12 |
| 1.7.6 Equal Employment Opportunities..... | 13 |
| 1.7.7 Aims and Objectives of the Agreement | 13 |
| 1.7.8 Commitment to Cooperate | 14 |
| 1.7.9 Commitment to Continual Improvement | 14 |
| 1.8 Application of the Local Government Act 2009 (Qld) to Council Employees..... | 14 |
| 1.8.1 Community responsibilities of Council | 14 |
| 1.8.2 Interaction with Queensland Local Government Legislation | 14 |
| 1.8.3 Dispute Handling..... | 15 |
| 1.9 Consultation – Introduction of changes..... | 15 |
| 1.9.1 Council’s duty to notify | 15 |
| 1.9.2 Council’s duty to consult over change | 15 |
| 1.10 Joint Consultative Committee (JCC) | 15 |
| 1.10.1 Purpose of JCC..... | 15 |
| 1.10.2 Composition of JCC | 16 |

| | | |
|--------|---|-----------|
| 1.10.3 | Proxy..... | 16 |
| 1.10.4 | Additional Invitees | 16 |
| 1.10.5 | Meeting Times | 16 |
| 1.10.6 | Scope..... | 16 |
| 1.10.7 | Resources | 16 |
| 1.11 | Security of Employment..... | 16 |
| 1.11.1 | Council Commitment | 16 |
| 1.11.2 | Service Delivery to the Community | 17 |
| 1.11.3 | Commitment to Employment Security | 17 |
| 1.12 | Use of Contractors Clause | 17 |
| 1.12.1 | Use of Contractors..... | 17 |
| 1.12.2 | Contractors as Permanent Employees | 17 |
| 1.12.3 | Contractors and Employment Security | 17 |
| 1.12.4 | Agreement not to Affect | 17 |
| 1.13 | Flexible Work Arrangements (FWA) | 17 |
| 1.13.1 | FWA | 17 |
| 1.13.2 | Manner of Forming an FWA..... | 18 |
| 1.13.3 | Copy to Employee | 18 |
| 1.13.4 | Termination of FWA | 18 |
| 1.14 | Certified Agreement Communications and Access..... | 18 |
| 1.14.1 | Copy of Agreement Provided | 18 |
| 1.14.2 | Location of Copies | 18 |
| | PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT..... | 19 |
| 2.1 | Vacancies..... | 19 |
| 2.1.1 | Employment Development | 19 |
| 2.1.2 | Advertising Positions | 19 |
| 2.1.3 | Ongoing Employment | 19 |
| 2.2 | Basis of Employment Contract | 19 |
| 2.2.1 | Category | 19 |
| 2.2.2 | Letter of Appointment | 19 |
| 2.2.3 | Full-time employees..... | 19 |
| 2.2.4 | Part-time employees | 20 |
| 2.2.5 | Casual employees..... | 20 |
| 2.2.6 | Maximum Term Employment..... | 20 |
| 2.2.7 | Probationary Period | 21 |
| 2.3 | Permanent Conversion of Casuals | 21 |

| | | |
|-------------------------------------|---|----|
| 2.3.1 | Apply to Convert | 21 |
| 2.3.2 | Application not Approved | 21 |
| 2.4 | Termination Change and Redundancy | 21 |
| 2.4.1 | Termination of Employment | 21 |
| 2.4.2 | Notice Cannot be Offset..... | 21 |
| 2.4.3 | Notice of termination by employer..... | 21 |
| 2.4.4 | Notice of termination by employee | 22 |
| 2.4.5 | Statement of employment..... | 22 |
| 2.4.6 | Time off during notice period | 22 |
| 2.5 | Introductions of Changes/Redundancy..... | 22 |
| 2.5.1 | Council's duty to notify and consult..... | 22 |
| 2.5.2 | Transfer to lower paid duties | 22 |
| 2.5.3 | Time off during notice period | 23 |
| 2.5.4 | Severance pay | 23 |
| 2.5.5 | Employee leaving during notice | 24 |
| 2.5.6 | Alternative employment | 24 |
| 2.5.7 | Employees with less than one year's service | 24 |
| 2.5.8 | Employees exempted | 24 |
| 2.5.9 | Incapacity to pay | 24 |
| 2.5.10 | Continuity of service - transfer of a calling | 24 |
| 2.6 | Transition to Retirement | 24 |
| 2.7 | Dispute Resolution | 25 |
| 2.7.1 | Prevention and Settlement of Disputes – Award/Agreement Matters..... | 25 |
| 2.7.2 | Prevention and settlement of employee grievances and disputes – other than Award/Agreement matters | 25 |
| 2.8 | Secondary Employment | 26 |
| 2.8.1 | Consent | 26 |
| 2.8.2 | Application for consent | 26 |
| PART 3 - WAGES AND ALLOWANCES | | 27 |
| 3.1 | Wage Increases and Wage Rates..... | 27 |
| 3.1.1 | Schedule 1..... | 27 |
| 3.1.2 | FY 2024/25 | 27 |
| 3.1.3 | FY 2025/26 | 27 |
| 3.1.4 | FY 2026/27 | 27 |
| 3.1.5 | Early Childhood Education and Care Worker Retention Payment and Grant (ECECWRPG)..... | 27 |

| | | |
|--------|---|----|
| 3.1.6 | Indexation of Allowances..... | 27 |
| 3.2 | Classification of Positions, Wage Progression and Higher Duties | 27 |
| 3.2.1 | Classifications | 27 |
| 3.2.2 | Request for Review of Classification | 27 |
| 3.3 | Wage Progression..... | 28 |
| 3.3.1 | Commencement of Employment..... | 28 |
| 3.3.2 | Annual Increments | 28 |
| 3.4 | Higher Duties..... | 28 |
| 3.4.1 | Stream A..... | 28 |
| 3.4.2 | Stream B – Mixed functions | 28 |
| 3.4.3 | Stream C – Mixed functions | 29 |
| 3.5 | Salary Sacrificing | 29 |
| 3.5.1 | Council Cooperation..... | 29 |
| 3.5.2 | Independent Financial Advice | 29 |
| 3.5.3 | Council not Responsible | 29 |
| 3.6 | Payment of Wages | 29 |
| 3.7 | Rostered Days Off (RDO) | 29 |
| 3.7.1 | 19-day Month (28 days) | 29 |
| 3.7.2 | Maintenance of Service Levels..... | 29 |
| 3.7.3 | Public Holidays | 30 |
| 3.7.4 | 9-day Fortnight..... | 30 |
| 3.7.5 | RDO Management Plan..... | 30 |
| 3.7.6 | Substitution of RDOs for Wet Days | 30 |
| 3.8 | Superannuation..... | 30 |
| 3.8.1 | Employee’s Choice of Fund | 30 |
| 3.8.2 | Employee makes no Choice | 30 |
| 3.8.3 | Superannuation and Leave..... | 30 |
| 3.8.4 | Disclosure on Payslips | 30 |
| 3.8.5 | Salary Sacrifice of Superannuation | 30 |
| 3.9 | Remote Area Housing Assistance..... | 30 |
| 3.10 | Locality Allowance..... | 31 |
| 3.10.1 | Entitlement..... | 31 |
| 3.10.2 | Dependant Spouses | 31 |
| 3.10.3 | Change in Circumstances | 31 |
| 3.10.4 | Qualifications | 31 |

| | | |
|--------|---|----|
| 3.11 | Camp Allowance..... | 31 |
| 3.12 | On Call Allowance | 31 |
| 3.12.1 | Roster | 31 |
| 3.12.2 | Weekly Allowance | 32 |
| 3.12.3 | Daily Allowance | 32 |
| 3.12.4 | Public Holiday..... | 32 |
| 3.12.5 | Minimum Payment..... | 32 |
| 3.13 | Domestic Travel Allowance | 32 |
| 3.14 | First Aid Allowance..... | 32 |
| 3.14.1 | Entitlement..... | 32 |
| 3.14.2 | Senior Officers..... | 32 |
| 3.15 | Health & Safety Representatives..... | 33 |
| PART 4 | - HOURS OF WORK, ROSTERING, OVERTIME AND SPECIAL PAYMENTS | 33 |
| 4.1 | Ordinary Hours of Work | 33 |
| 4.2 | Meal breaks..... | 33 |
| 4.2.1 | Meal Breaks during ordinary hours of duty | 33 |
| 4.2.2 | Continuity of work during meal breaks – (applicable to Stream B & C employees only) | 33 |
| 4.3 | Rest pauses | 33 |
| 4.3.1 | 10-minute Rest Pauses..... | 33 |
| 4.3.2 | Combined Rest Pause..... | 33 |
| 4.4 | Overtime | 33 |
| 4.4.1 | Overtime – general..... | 33 |
| 4.4.2 | Payment for overtime – day workers | 34 |
| 4.4.3 | Remote Response..... | 34 |
| 4.4.4 | Recall to duty..... | 34 |
| 4.4.5 | Prior Approval for Overtime or Time to be Worked and To Be Paid as Overtime or To Be Claimed as Time-Off-In-Lieu (TOIL) | 34 |
| 4.5 | Fatigue Break..... | 34 |
| 4.5.1 | Fatigue Break..... | 35 |
| 4.5.2 | Resuming or Continuing Work | 35 |
| 4.6 | Travelling Time for Meetings and Conferences..... | 35 |
| 4.6.1 | Travelling Time at Ordinary Rates | 35 |
| 4.6.2 | TOIL for Travelling Time Outside of Usual Span of Hours..... | 35 |
| PART 5 | - PRODUCTIVITY AND PERFORMANCE | 36 |
| 5.1 | Productivity and Flexibility | 36 |

| | | |
|---|---|----|
| 5.1.1 | Commitment to Productivity and Quality | 36 |
| 5.1.2 | Commitment to Technological Change | 36 |
| 5.1.3 | Accepting Improved Work Arrangements..... | 36 |
| 5.1.4 | Commitment to Increased Efficiency and Productivity..... | 36 |
| 5.1.5 | Multi-skilling..... | 36 |
| 5.1.6 | Training..... | 36 |
| 5.1.7 | Succession Planning | 37 |
| 5.1.8 | Employee Performance Management Framework | 37 |
| 5.1.9 | Reimbursement of the cost of High-Risk Licences and Tickets | 37 |
| 5.2 | Absenteeism Management | 37 |
| 5.2.1 | Personal Leave Reason | 37 |
| 5.2.2 | Absenteeism is Detrimental | 37 |
| 5.2.3 | Unsatisfactory Record | 38 |
| PART 6 - LEAVE AND STATUTORY HOLIDAYS | | 39 |
| 6.1 | Annual Leave | 39 |
| 6.1.1 | Annual Leave Entitlements | 39 |
| 6.1.2 | Annual Leave Payments | 39 |
| 6.1.3 | Excessive Leave | 39 |
| 6.1.4 | Leave Accrual During Absence | 39 |
| 6.1.5 | Calculation of Annual Leave Pay | 40 |
| 6.1.6 | Application for Leave by Employee | 40 |
| 6.1.7 | Notice Given by Employer of Excessive Leave to Be Taken | 40 |
| 6.1.8 | Leave Deductions | 40 |
| 6.1.9 | Cashing out of Annual Leave..... | 40 |
| 6.2 | Annual Closedown | 41 |
| 6.2.1 | Timing..... | 41 |
| 6.2.2 | Notification..... | 41 |
| 6.2.3 | Leave Taken | 41 |
| 6.2.4 | Unpaid Leave..... | 41 |
| 6.2.5 | Operational Skeleton Crew | 41 |
| 6.3 | Personal Leave | 41 |
| 6.3.1 | Definition..... | 41 |
| 6.3.2 | Availability..... | 41 |
| 6.3.3 | Carer's Leave for more than two (2) days | 42 |
| 6.3.4 | Entitlement..... | 42 |
| 6.3.5 | Personal Leave for more than two (2) days | 42 |

| | | |
|--------|---|----|
| 6.4 | Compassionate and Bereavement Leave | 42 |
| 6.4.1 | Immediate Family Member..... | 42 |
| 6.4.2 | Grant in Other Circumstances..... | 42 |
| 6.4.3 | Bereavement Leave..... | 43 |
| 6.4.4 | Compassionate Leave..... | 43 |
| 6.4.5 | Travel | 43 |
| 6.4.6 | Evidence | 43 |
| 6.4.7 | Accessing Other Leave | 43 |
| 6.5 | Parental Leave | 43 |
| 6.5.1 | Eligibility | 43 |
| 6.5.2 | Spousal (partner) leave | 44 |
| 6.6 | Long Service Leave | 44 |
| 6.6.1 | Division 2 – Section 1 of the Stream A Award..... | 44 |
| 6.6.2 | All Other Employees..... | 44 |
| 6.6.3 | IR Act 2016 | 44 |
| 6.6.4 | Portability | 44 |
| 6.7 | Study Leave and Other Study Supporting Benefits | 44 |
| 6.7.1 | Application | 44 |
| 6.7.2 | Further Study | 44 |
| 6.7.3 | Eligibility | 44 |
| 6.7.4 | Correspondence | 44 |
| 6.7.5 | Training Directed by Council | 45 |
| 6.7.6 | Leave Accrual | 45 |
| 6.7.7 | Reimbursement..... | 45 |
| 6.7.8 | Employee Payment of Fees | 45 |
| 6.8 | Professional Development Conference Attendance | 45 |
| 6.8.1 | Approved Conferences..... | 45 |
| 6.8.2 | Minimised Operational Disruption..... | 45 |
| 6.9 | Special Leave With, or Without Pay | 45 |
| 6.9.1 | Discretionary Entitlement | 46 |
| 6.9.2 | Exceptional Circumstances..... | 46 |
| 6.10 | Natural Disaster Leave within Council Worksite Boundaries | 46 |
| 6.10.1 | Unable to Perform Duties | 46 |
| 6.10.2 | Unable to Report to Work..... | 46 |
| 6.10.3 | Natural Disaster Leave Exhausted | 46 |
| 6.11 | Emergency Services Leave | 46 |

| | | |
|--------|--|----|
| 6.11.1 | Leave Subject to Approval..... | 46 |
| 6.11.2 | Definition of Voluntary Emergency Activity | 46 |
| 6.11.3 | Definition of Recognised Emergency Management Body | 46 |
| 6.12 | Jury Service | 47 |
| 6.12.1 | Entitlement..... | 47 |
| 6.12.2 | Reimbursement of Any Shortfall | 47 |
| 6.13 | Cultural Leave..... | 47 |
| 6.13.1 | Application | 47 |
| 6.13.2 | Amount of Leave | 47 |
| 6.13.3 | Refusal..... | 47 |
| 6.13.4 | Employer Must Consider..... | 47 |
| 6.13.5 | Employee Must Provide to Employer..... | 47 |
| 6.13.6 | Employee Must Provide at First Opportunity | 47 |
| 6.13.7 | Anti-Discrimination Act 1991 (Qld) | 48 |
| 6.14 | Public Holidays | 48 |
| 6.14.1 | List of Public Holidays..... | 48 |
| 6.14.2 | Employee Other than Casual | 48 |
| 6.14.3 | Payment for working on a Public Holiday | 48 |
| 6.14.4 | Time Off in Lieu of Payment For working on a Public Holiday | 48 |
| 6.14.5 | Part-Time Employee Entitlements | 48 |
| 6.14.6 | Casual Employees..... | 48 |
| 6.15 | Domestic and Family Violence Leave | 48 |
| 6.15.1 | Chapter 2, Division 7 of the <i>Industrial Relations Act 2016</i> (Qld)..... | 48 |
| 6.15.2 | Leave Entitlement | 48 |
| 6.15.3 | Requirement for employee to give notice of DFV | 49 |
| PART 7 | UNION REPRESENTATION AND ACCESS..... | 51 |
| 7.1 | Right of Entry | 51 |
| 7.2 | Deduction of Union Fees..... | 51 |
| 7.3 | Union Encouragement for Induction of New Employees..... | 51 |
| 7.4 | Trade Union Representation Provision | 51 |
| 7.5 | Union Delegates..... | 51 |
| 7.5.1 | Union Delegate Training Leave..... | 51 |
| 7.5.2 | Union Delegate Support..... | 51 |
| PART 8 | WORKPLACE SAFETY | 53 |
| 8.1 | Safety and Environment..... | 53 |
| 8.1.1 | Safe Work Practices..... | 53 |

| | | |
|---|---|----|
| 8.1.2 | Workplace Protective Clothing and Equipment | 53 |
| PART 9 - OTHER SUPPORTING CONDITIONS | | 54 |
| 9.1 | Payment of All Monies Owed to the Employer on Termination | 54 |
| 9.2 | Reimbursement – Employees Using their Own Vehicles | 54 |
| 9.3 | Staff Accommodation and Housing..... | 54 |
| 9.4 | Council Uniforms – As per Uniform Procedure..... | 54 |
| 9.4.1 | Uniforms to be Worn | 54 |
| 9.4.2 | Disciplinary Action..... | 54 |
| 9.4.3 | Eligibility | 54 |
| 9.5 | Time and wages record | 54 |
| Schedule 1 – Rates Applicable to Stream A Employees | | 55 |
| Classification Stream A - Division 2 - Section 1 – (Administrative, Clerical, Technical, Professional, Community Service, Supervisory and Managerial Services)..... | | 55 |
| Classification Stream A - Division 2 - Section 2 (Children's Services & Early Childhood Education) | | 56 |
| Schedule 2 – Rates Applicable to Stream B Employees | | 57 |
| Classification Stream B - Division 2 - Section 5 (Operational Services) | | 57 |
| Schedule 3 – Rates Applicable to Stream C Employees | | 58 |
| Classification Stream C - Division 2 - Section 1 (Building Trades Services)..... | | 58 |
| Classification Stream C - Division 2 - Section 2 (Engineering and Electrical/Electronic Services).... | | 59 |

PART 1- TITLE AND OPERATION

1.1 Title

This Agreement shall be known as the Cloncurry Shire Council Certified Agreement 2024.

1.2 Agreement Coverage

1.2.1 Agreement

This Agreement shall apply to the Cloncurry Shire Council (Council) and the employees of Council subject to this agreement and the following unions:

- a) The Australian Workers' Union of Employees, Queensland (AWUEQ); and
- b) Queensland Services, Industrial Union of Employees (QSU).

1.2.2 Employee Coverage

Subject to Clause 1.2.3. this Agreement covers all Cloncurry Shire Council employees employed in classifications contained in the Awards listed in Clause 1.4.1 of this Agreement.

1.2.3 Exclusions

This Agreement shall not apply to the employment of a senior officer, as defined in Division 2 – Section 1 – Clause 4.2 of the *Queensland Local Government Industry (Stream A) Award – State 2017*, employed pursuant to a written contract of employment, where:

- a) The contract of employment states that the Award will not apply to the terms and conditions applicable to the employee; and
- b) The terms and conditions of the contract do not result, on balance, in a reduction in the overall terms and conditions of employment that would have been applicable to the employee under the Award and Agreement.

1.3 Date and Period of Operation

This Agreement shall commence upon being certified by the Queensland Industrial Relations Commission and will have a nominal expiry date of 30 June 2027.

1.4 Parent Awards

1.4.1 Awards

This Agreement shall be read and applied wholly in conjunction with the terms of the following Awards:

- a) *Queensland Local Government Industry (Stream A) Award – State 2017*; and
- b) *Queensland Local Government Industry (Stream B) Award – State 2017*; and
- c) *Queensland Local Government Industry (Stream C) Award – State 2017*.

1.4.2 Inconsistency

Where the term 'Award' or 'Awards' is used in the Agreement it refers to one or more of the awards listed above. Provided that there is any inconsistency between this Agreement and the above Awards, this Agreement shall prevail to the extent of that inconsistency.

1.5 No extra claims

The parties to this Agreement undertake that during the period of operation of the Agreement there shall be no further claims for wage or salary increases or improvement in employment conditions sought, or granted, except for those provided under the terms of this Agreement or adjustments to allowances granted by the Queensland Industrial Relations Commission from time to time.

1.6 Renegotiation of Agreement

1.6.1 Renegotiation

Any party to this Agreement may propose renegotiation of this Agreement within six months prior to this Agreement's nominal expiry date. Negotiations will be held between representatives from management representing Council and local job delegates/officials of relevant Unions.

1.6.2 Commitment to Collective Bargaining

The parties to this Agreement are committed to bargain collectively in respect of employees whose terms and conditions are covered by the Parent Awards.

1.6.3 Commitment to Recommence

The parties undertake to commence discussions for renegotiation of this Agreement no later than five (5) months prior to the expiry date of this Agreement and intend to finalise negotiations for a new Agreement prior to the expiry which will be one (1) year after the last salary increase and submit the replacement Agreement to the Queensland Industrial Relations Commission for certification. In the event that the new Agreement is not finalised within this period the existing Agreement will continue to operate.

1.7 Purpose and Commitments

1.7.1 Good Faith Agreement

This Agreement is made in 'good faith' and all of the parties commit to acting with best intent to ensure that there is no overall disadvantage to any employee and that all employees are "better off overall" while at the same time providing productivity improvements for the Council.

1.7.2 Link to Formal Organisational Plans

This Agreement is therefore an essential component of the ongoing process of meeting Council's Corporate Plan and Operational Plans and the overall commitment to continual improvement in all areas of Council operations.

1.7.3 Building on Past Agreements

To the extent permissible by law, this Agreement builds on past agreements and will further facilitate and enable all parties within the organisation to work together to continually improve the quality, responsiveness, and productivity of Council's service provision to the communities it serves.

1.7.4 Consultation on Future Structural Changes

The parties acknowledge that some structural changes may take place during the term of this Agreement. This Agreement recognises the requirement for management, employees, and employee representatives to fully consult on proposed changes as per clause 1.9.

1.7.5 Tangible Benefits

This Certified Agreement provides tangible benefits for all parties associated with Council.

- a) For employees it provides:
 - i. recognition of past performance and encouragement for future performance; and
 - ii. an opportunity to share in gains secured through productivity improvements; and
 - iii. an opportunity for improved skills development and job satisfaction; and
 - iv. an opportunity to participate in decision making.
- b) For the Cloncurry Shire Council, it provides:
 - i. commitment from all Agreement Parties to continually review and improve the efficiency and effectiveness of Council services; and
 - ii. an opportunity to implement a single Certified Agreement which is tailored to the strategic needs of Council; and
 - iii. an opportunity to develop an organisational culture and environment that:
 - a. fosters mutual trust and respect; and
 - b. provides that open and full communications are maintained at all times; and
 - c. enables the organisation to be multi-skilled, flexible, and adaptive to change; and
 - d. recognises all responsibilities to the communities to which Council provides services; and
 - iv. an opportunity to reward employees for achievements.
- c) For the community it provides an opportunity to benefit from the commitments made by Council and employees to continue improving the delivery of Council services.

1.7.6 Equal Employment Opportunities

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

- a) Reviewing position descriptions, prior to advertisement, to ensure non- biased/gender neutral language; and
- b) Inclusion of statements during recruitment that Council is an equal opportunity employer; and
- c) Ensuring selection of applicants for vacant positions is conducted in accordance with the law; and
- d) Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests; and
- e) Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender, or any other identified attribute under the *Anti-Discrimination Act 1991* (Qld).

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

1.7.7 Aims and Objectives of the Agreement

The parties commit to a constructive culture and workforce able to achieve Council's strategic and operational plans. This Agreement is designed to give Council and its employees the tools and flexibility to achieve that.

The parties are supportive of taking action to ensure that individual and team performance supports these aims.

Council's key success and sustainability results are underpinned by our key service areas:

- a) Investing in Our Communities, People & Lifestyle
- b) Strengthening Our Economies & Supporting Growth
- c) Building and Maintaining Our Infrastructure

- d) Valuing Our Environments
- e) Effective & Inclusive Governance

Through this Agreement the parties are committed to:

- f) Maintaining healthy and safe work practices; and
- g) Continually improving Council operations to ensure the delivery of efficient and effective services to the community; and
- h) Delivering value to the community; and
- i) Achieving a culture where employees are provided with recognition for a job well done and achievement of results; and
- j) Enabling employees to access relevant training and development opportunities and providing supportive coaching so they grow and utilise a broad range of skills and competencies; and
- k) Employees taking accountability for their own futures, the enhancement of their employment security, their own learning and development, and career opportunities.

1.7.8 Commitment to Cooperate

Managers, unions, and employees are committed to cooperate and utilise consultative processes to ensure these objectives are achieved.

1.7.9 Commitment to Continual Improvement

The parties are committed to continual improvement and the delivery of efficient and effective services to the community.

1.8 Application of the Local Government Act 2009 (Qld) to Council Employees

1.8.1 Community responsibilities of Council

All parties to this Certified Agreement recognise that local government in Queensland has a special role to play in representing their communities as well as providing them with necessary and valuable services.

1.8.2 Interaction with Queensland Local Government Legislation

The parties recognise that all Council employees have particular obligations to observe the requirements placed upon them by the *Local Government Act 2009* (Qld) ('Local Government Act') and the *Local Government Regulation 2012* (Qld) ('Local Government Regulation') as amended from time to time. In addition to any specific obligation placed on a Council employee because of the nature of their position (e.g., in relation to the enforcement of Council Laws), these legislative requirements currently include that Council employees covered by this Agreement:

Must:

- a) Perform their responsibilities under the Local Government Act; and
- b) perform their responsibilities and take action under the Local Government Act in accordance with the local government principles; and

Must not:

- c) ask for or accept a fee or other benefit for doing something as a Council employee; or
- d) unlawfully destroy or damage Council property; or
- e) use information obtained because of their position as a Council employee to:
 - i. gain, directly or indirectly, an advantage for themselves or someone else; or
 - ii. cause detriment to Council; or

- iii. release any confidential information of Council.

1.8.3 Dispute Handling

In the absence of any other mechanism, all parties agree that any disputes and/or grievances arising as a result of the application of clause 1.8.1 & 1.8.2 above shall be dealt with in accordance with the terms of clause 2.7 – Dispute Resolution.

1.9 Consultation – Introduction of changes

1.9.1 Council's duty to notify

- a) In accordance with s 198(a) of the *Industrial Relations Act 2016* (Qld) ('IR Act'), prior to making a decision to introduce changes in production, program, organisation, structure, or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- b) A 'significant effect' includes termination of employment; major changes in the composition, operation, skills required, or size of Council's workforce; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations, and the restructuring of jobs.
- c) Where the Parent Award or Agreement makes provision for alteration of any of the matters referred to in clauses 1.9.1 and 1.9.2 an alteration shall be deemed not to have significant effect.

1.9.2 Council's duty to consult over change

- a) In accordance with s 198(a) of the IR Act prior to making a decision Council shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (i.e. by finding alternate employment).
- b) In accordance with s 198(a) of the IR Act, the consultation must occur as soon as practicable prior to making the decision referred to in clause 1.9.2(a).
- c) For the purpose of such consultation Council shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees. Notwithstanding the provision of this clause, Council shall not be required to disclose confidential information, the disclosure of which would be averse to Council's interest.

1.10 Joint Consultative Committee (JCC)

1.10.1 Purpose of JCC

In order to facilitate ongoing and harmonious industrial relations the Parties to this Agreement shall maintain a JCC. Union/s and management are committed to achieving improved and effective consultation in the workplace, and agree that cooperative consultation will provide employees with an opportunity, through their union/s and committee representatives, to contribute fully in decisions which impact on their working lives and improve productive performance.

1.10.2 Composition of JCC

The JCC shall comprise representatives of the Council's management, and union officials and union delegates from the unions listed as parties to this Agreement who represent employees.

Management representatives shall consist of the CEO and any person(s) nominated by the CEO.

1.10.3 Proxy

Each committee representative will be entitled to nominate a proxy to attend when they are unable to attend.

1.10.4 Additional Invitees

It is also acknowledged that there may be occasions when it will be necessary to invite additional representatives to JCC meetings. Where this is likely to occur, it is the responsibility of the parties to advise in advance to the chair of the necessity to extend the maximum participation numbers; permission to do so will not be unreasonably withheld.

1.10.5 Meeting Times

The JCC shall meet quarterly of each calendar year, with dates and times to be agreed by the JCC. Should there be the need for an additional meeting/s, time and dates or changes to the meeting/s time, and dates this will be mutually agreed upon by all parties.

1.10.6 Scope

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

- a) Workplace issues that have the potential to significantly impact employees, including work units, divisions, or the entire organisation, e.g. workloads; and
- b) Monitor and review implementation of this Agreement; and
- c) All policies to be implemented or reviewed by Council, which have a direct and significant impact on employees, will be provided to all members of the Joint Consultative Committee for their feedback. JCC members will be invited to provide feedback and have ten (10) working days, unless agreed otherwise, to do so; and
- d) Undertake specific responsibilities and activities in accordance with this Agreement; and
- e) Identify areas where better work practices could be implemented to improve efficiencies, reduce costs, and lead to greater job satisfaction; and
- f) Any other matter raised by union or management which significantly impacts the workforce.

1.10.7 Resources

The following, with the approval of Chief Executive Officer or designate, shall be made available to the Parties involved in any consultative forum set up in accordance with this Agreement:

- a) Normal working time to carry out meetings, associated work, and reporting; and
- b) Reasonable access to normal Council facilities such as word processing, photocopying, postal system internal mail, telephone, storage facilities, and meeting rooms; and
- c) Access to a room with normal office facilities for representatives of the Parties to discuss matters which are associated with consultative forums established under this agreement.

1.11 Security of Employment

1.11.1 Council Commitment

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

1.11.2 Service Delivery to the Community

The Parties to this Agreement believe that security of employment is an outcome of service delivery to the community. The Parties further agree that they intend to preserve, and where determined appropriate by Council, increase Council's ability to provide continuing high-quality services to the community and in doing so create security of employment.

1.11.3 Commitment to Employment Security

Council is committed to continually improving the job security of all employees and maintaining a stable and productive workforce. Council commits to employment security by:

- a) preferring the engagement of employees on a permanent basis over other forms of employment; temporary employees, casual employees, or external contractors only being engaged where necessary; and
- b) providing training and educating employees and providing retraining where appropriate; and
- c) providing career development and equal opportunity; and
- d) continuing to manage its workforce to achieve efficiencies and the continuous improvement of work practices.

1.12 Use of Contractors Clause

1.12.1 Use of Contractors

Recognising the measures to increase the security of employee's employment outlined in clause 1.11.3, the Parties recognise that the Council shall require the use of contractors or labour hire to carry out Council work. Where this occurs in the following areas, this Agreement shall not have effect:

- a) The Council shall use contractors where the work volume is beyond the capacity of the Council's resources or existing staff; or
- b) Where the type of work or specialisation required is beyond the capacity of the Council's resources or existing staff.

1.12.2 Contractors as Permanent Employees

Contractors and/or their employees shall not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed.

1.12.3 Contractors and Employment Security

The use of contractors/labour hire personnel shall be managed in a manner that ensures that Council business and community needs are achieved without eroding the job security of existing permanent employees.

1.12.4 Agreement not to Affect

If a service is already outsourced by contract at the time of signing of this Agreement, then that service shall not be affected by this clause.

1.13 Flexible Work Arrangements (FWA)

1.13.1 FWA

To meet the needs of Council and an individual employee, Council and an employee may enter into a Flexible Work Arrangement (FWA) to vary the terms of this Agreement with respect to the matters permitted by the IR Act and the applicable Award.

1.13.2 Manner of Forming an FWA

The FWA will be formed by:

- a) The employee, the employee's union/s (if requested by the employee) and Council will consult and agree on arrangements to be implemented; and
- b) The arrangements need to meet the operational requirements of Council; and
- c) Both parties agree to genuinely consider any reasonable agreement proposed; and
- d) The terms of a FWA must be in writing; and
- e) Set out any predetermined term of the agreement; and
- f) Include provision for termination of the agreement upon notice by either party; and
- g) Signed by Council and the employee; and
- h) Must not, on balance result in an overall reduction in the entitlements or protections the employee has under this Agreement; and
- i) Only be about matters required or permitted to be in this Agreement.

1.13.3 Copy to Employee

The employer must give the employee a copy of the individual flexibility arrangement within 14 days once it is agreed to.

1.13.4 Termination of FWA

A Flexible Work Arrangement may be terminated:

- a) by either the employee or employer giving written notice of a period of up to 12 months that has been agreed between the parties; or
- b) if no period has been agreed—28 days; or
- c) by the employer and employee at any time, if they agree in writing to the termination.

1.14 Certified Agreement Communications and Access

1.14.1 Copy of Agreement Provided

All current employees will be given ready access to a copy of this Agreement in either hard copy or electronic form and all future employees will be provided with access to a copy upon commencement of employment.

1.14.2 Location of Copies

Copies of the Certified Agreement will be available in CSC Offices and a written copy of the Certified Agreement will also be made available to any individual employee on request.

PART 2- TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Vacancies

2.1.1 Employment Development

It is Council's intent to support the development of existing staff. This means that wherever practicable, Council will look to promote staff internally. However, it is often necessary to advertise vacant positions externally from Council.

2.1.2 Advertising Positions

Where a position in the workforce becomes available, the Council shall have the option of advertising the position either internally, externally, or both, whether simultaneously or at different times.

2.1.3 Ongoing Employment

Where an employee is employed on a temporary basis in a position and that position becomes vacant, the Council may either offer the permanent position to the temporary incumbent or advertise the position. For example: an employee takes Parental Leave, Long Service Leave or other paid or unpaid leave and the position is filled by a temporary employee. If the employee taking the leave resigns from their employment during the period of leave, the Council can either offer the temporary employee the position or elect to advertise it.

2.2 Basis of Employment Contract

2.2.1 Category

Employees will be employed in one of the following categories:

- a) full-time; or
- b) part-time; or
- c) Maximum-term appointment; or
- d) casual.

2.2.2 Letter of Appointment

At the time of engagement, the employer will inform each employee in writing of the terms of their engagement.

2.2.3 Full-time employees

- a) Stream A
 - i. Administrative, Clerical, Technical, Professional, Community Service, Supervisory and Managerial Services – A full-time employee is one who is engaged to work an average of 36.25 hours per week.
 - ii. Children's Services – A full-time children's services is one who is engaged to work an average of 38 hours per week.
- b) Stream B – A full-time employee is one who is engaged to work an average of 38 ordinary hours per week.
- c) Stream C – a full-time employee is one who is engaged to work an average of 38 ordinary hours per week.

2.2.4 Part-time employees

- a) Council may employ part-time employees in any classification in this Agreement. A part-time employee is an employee who works less than the full-time hours as set out in clause 2.2.3 and receives, on a pro rata basis, equivalent pay, and conditions, excluding accumulation of rostered days off, to those full-time employees who do the same kind of work.
- b) At the time of engagement, Council and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and where practicable the actual starting and finishing times for each day. Any agreed flexibilities or variation to the hours of work will also be recorded in writing and mutually agreed to.
- c) A part-time employee cannot be rostered for less than three hours' work on any day.
- d) A part-time employee may agree to work up to an average of the relevant full-time hours, as set out in clause 2.2.3, per week for agreed short periods at the ordinary time rate provided the agreement is entered into without duress, in writing and stipulates that hours are to be paid at ordinary hours. Any hours in excess will be paid at the applicable overtime rates.
- e) A part-time employee employed under the provisions of this Clause must be paid for ordinary hours worked at the rate of 1/36.25 or 1/38th of the minimum weekly rate prescribed in Schedule 1 for a full-time employee in the relevant classification.
- f) A part-time employee will receive leave entitlements on a pro rata basis.

2.2.5 Casual employees

- a) A casual employee is an employee engaged and paid as such and shall be engaged for a minimum period of three (3) hours on any one day.
- b) Casual employees will be paid, in addition to the hourly ordinary time rate and rates payable for the work in question, an additional loading of 25% of the ordinary time rate for the classification in which they are employed.
- c) Casual employees are not eligible for paid Personal, Annual, Bereavement, Compassionate or Domestic and Family Violence Leave.
- d) Penalties, including public holiday penalties and overtime, for casual employees will be calculated on the base hourly ordinary time rate for the classification in which they are employed inclusive of the casual loading.

2.2.6 Maximum Term Employment

- a) Definition - A Maximum Term Employee is one who is engaged for a specified period of time or for a specified task, otherwise defined as a Maximum Term Employee under the Award.
- b) Termination - A Maximum Term Employee's employment may be terminated by the Council before the contract's specified end date in the following circumstances:
 - i. by written agreement with the employee; or
 - ii. in the event of an incapacity which prevents the employee from performing the duties they were employed to perform; or
 - iii. in the event of serious misconduct; or
 - iv. in the event of poor performance of the employee following a performance review and management process and upon provision of applicable notice period under the Award applicable to non-Fixed Term Employees; or
 - v. by Council for any reason upon the provision of six (6) months' pay in lieu of notice or the amount of wages due to the employee for the balance of the contract, whichever is the lesser amount.
- c) A Maximum Term Employee may terminate their employment by the giving of four (4) weeks' notice or the forfeiture of wages for any shortfall in the four (4) weeks' period of notice unless mutually agreed by both parties.

2.2.7 Probationary Period

- a) Appointment to all positions shall be for a minimum three (3) month Probationary Period unless there is agreement in writing between Council and the employee as to what may constitute a reasonable period of probation.
- b) Probationary Periods may be either extended or reduced depending on employee performance however no probationary period can extend beyond six (6) months.
- c) An Interim Probation review is conducted with employees after 6 weeks from commencement date.
- d) Trainees and Apprentices will be engaged under this Agreement, and in conjunction with the Order for Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities).

2.3 Permanent Conversion of Casuals

2.3.1 Apply to Convert

A casual employee working on a regular and systematic basis for a period of at least six (6) months, may apply to convert their casual employment status converted to permanent full-time or part-time depending on the average hours worked over the preceding twelve months. The Council will take into account the following factors:

- a) Business needs specific to work areas;
- b) Regularity of hours and length of employment;
- c) Likelihood of ongoing funding available for the position;
- d) Legislative requirements pertinent to particular business areas.

2.3.2 Application not Approved

If an application is not approved Council will outline the business reasons for this decision in writing and the employee may discuss these with their Manager / Director. If an employee is dissatisfied, they have the right of appeal through the Dispute Resolution process outlined in clause 2.7 – Dispute Resolution.

2.4 Termination Change and Redundancy

2.4.1 Termination of Employment

Termination of employment of any employee is always subject to the relevant terms of the IR Act and Regulations as amended from time to time as well as the terms and conditions of this clause.

2.4.2 Notice Cannot be Offset

In accordance with Division 1 (Provisions with Common Application) Section 9.3 Termination of Employment of the *Local Government Industry Award 2017*, in the absence of mutual agreement between the employer and the employee, annual leave, RDOs, and TOIL, or any part thereof, cannot be considered as, or nominated as, the notice for the purpose of giving notice of termination of employment.

2.4.3 Notice of termination by employer

- a) An employer may dismiss an employee only if the employee has been given the following notice:

- b) In addition to the notice in above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- c) Payment in lieu of notice shall be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
 - i. The ordinary working hours to be worked by the employee; and
 - ii. The amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
 - iii. Any other amounts payable under the employee's employment contract.
- e) The period of notice in this Clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

2.4.4 Notice of termination by employee

The notice of termination required to be given by an employee shall be as per the relevant Award. This clause shall not apply to casual employees or to employees engaged for a specific period or for a specific task or tasks. To remove any ambiguity, this employment is elsewhere referred to as a 'maximum term appointment'.

2.4.5 Statement of employment

An employer shall, in the event of termination of employment, provide the employee who has been terminated a written statement of employment specifying the period of employment and the classification or type of work performed by the employee.

2.4.6 Time off during notice period

During the period of notice of termination given by Council, an employee shall be allowed up to one day's time off (cumulative) without loss of pay for the purpose of seeking other employment, seeking financial advice, or contacting the EAP. This time off shall be taken at a time convenient to the employee after consultation with Council.

2.5 Introductions of Changes/Redundancy

2.5.1 Council's duty to notify and consult

Where redundancies are proposed, Council shall consult on these changes according to clause 1.9 – Consultation of this Agreement.

2.5.2 Transfer to lower paid duties

- a) Where an employee is transferred to lower paid duties in lieu of redundancy, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated.
- b) The Council may, at their option, make payment in lieu thereof of an amount equal to the difference between the former amounts that the Council would have been liable to pay and the new lower amount the Council is liable to pay the employee for the number of weeks of notice still owing.

- c) The amounts must be worked out on the basis of:
 - i. the ordinary working hours to be worked by the employee; and
 - ii. the amounts payable to the employee for the hours including, for example, allowances, loadings and penalties; and
 - iii. any other amounts payable under the employee's employment contract.

2.5.3 Time off during notice period

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

2.5.4 Severance pay

In addition to the period of notice prescribed for ordinary termination in clause 2.4.4, and subject to further order of the Commission, an employee whose employment is terminated due to redundancy shall be entitled to the following amounts of severance pay:

| Period of Continuous Service | Weeks' Pay |
|---|------------|
| Less than 1 year | Nil |
| 1 year but not more than 2 years | 4 |
| More than 2 years but not more than 3 years | 6 |
| More than 3 years but not more than 4 years | 7 |
| More than 4 years but not more than 5 years | 8 |
| More than 5 years but not more than 6 years | 9 |
| More than 6 years but not more than 7 years | 10 |
| More than 7 years but not more than 8 years | 11 |
| More than 8 years but not more than 9 years | 12 |
| More than 9 years but not more than 10 years | 13 |
| More than 10 years but not more than 11 years | 14 |
| More than 11 years but not more than 12 years | 15 |
| More than 12 years but not more than 13 years | 16 |
| More than 13 years but not more than 14 years | 17 |
| More than 14 years but not more than 15 years | 18 |
| More than 15 years but not more than 16 years | 19 |
| More than 16 years but not more than 17 years | 20 |
| More than 17 years but not more than 18 years | 21 |
| More than 18 years but not more than 19 years | 22 |
| More than 19 years but not more than 20 years | 23 |
| More than 20 years | 24 weeks |

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

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay:

- a) overtime,
- b) penalty rates,
- c) disability allowances,
- d) shift allowances,
- e) special rates,
- f) fares and travelling time allowances,
- g) bonuses,
- h) any other ancillary payments.

2.5.5 Employee leaving during notice

An employee whose employment is terminated for reasons set out in clause 2.5 may terminate such employment during the period of notice and shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice, provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

2.5.6 Alternative employment

Council may, in a particular case, make application to the Commission to have the general severance pay prescription amended if Council obtains acceptable alternative employment for an employee.

2.5.7 Employees with less than one year's service

Redundancy payments shall not apply to employees with less than one year's continuous service and the general obligation on the Council should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

2.5.8 Employees exempted

Clause 2.5.4 to 2.5.6 shall not apply:

- a) Where employment is terminated as a consequence of misconduct on the part of the employee; or
- b) to employees engaged for a specific period or task(s); or
- c) to casual employees.

2.5.9 Incapacity to pay

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

2.5.10 Continuity of service- transfer of a calling

In cases where a transfer of a calling occurs, continuity of service should be determined in accordance with the relevant provisions of the IR Act as amended from time to time.

2.6 Transition to Retirement

Council recognises that Employees who are contemplating retirement may want the option to transition from the organisation on a gradual basis. Transitioning to retirement minimises the impact on both parties and promotes workforce planning and information sharing. Council will engage in consultation to provide the following arrangements for Employees who wish to transition from the organisation:

- a) Flexibility to reduce or change hours/days of work;

- b) Appointment where possible in a position with reduced duties and responsibilities and possibly at a lower salary level;
- c) Flexibility with requests for extended leave;
- d) Other arrangements as negotiated.

2.7 Dispute Resolution

2.7.1 Prevention and Settlement of Disputes – Award/Agreement Matters

- a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the relevant Awards and this Agreement by measures based on the provision of information and explanation, consultation, co-operation, and negotiation.
- b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- c) In the event of any disagreement between the parties as to the interpretation or implementation of the relevant Awards and this Agreement, the following procedures shall apply:
 - i. the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond seven (7) days.
 - ii. if the matter is not resolved as per clause 2.7.1(c)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond seven (7) days.
 - iii. if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed 14 days.
 - iv. if the matter is not resolved then it may be referred by either party to the Commission.
- d) Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

2.7.2 Prevention and settlement of employee grievances and disputes – other than Award/Agreement matters

- a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, cooperation, and discussion to reduce the level of disputation and to promote efficiency, effectiveness, and equity in the workplace.
- b) The following procedure applies to all industrial matters within the meaning of the Act:
 - i. Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance, and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
 - ii. Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the Director"). The Director will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.
 - iii. Stage 3: If the grievance is still unresolved, the Director will advise the Chief Executive Officer (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.

- c) Council shall ensure that:
 - i. the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - ii. the grievance shall be investigated in a thorough, fair and impartial manner.
- d) Council may appoint another person to investigate the grievance dispute. The employer may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- e) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. The employer shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
 - i. Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
 - ii. Stage 2: Not to exceed seven (7) days.
 - iii. Stage 3: Not to exceed 14 days.
- g) If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the union.
- h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

2.8 Secondary Employment

2.8.1 Consent

Employees must obtain the written consent of the CEO prior to taking up and/or engaging in secondary employment, which may not be unreasonably withheld by Council.

2.8.2 Application for consent

Upon application for consent by an employee, the CEO may, at its sole discretion, expressly prohibit an employee from taking up and/or engaging in secondary employment or other contract work if Council reasonably considers a conflict of interest may exist with current Council duties performed by the employee.

PART 3- WAGES AND ALLOWANCES

3.1 Wage Increases and Wage Rates

3.1.1 Schedule 1

Council will pay employees covered by this Agreement the minimum wage rates for their classification and increments as set out in Schedule 1.

3.1.2 FY 2024/25

Council paid a 4% increase on 17 December 2024, back paid for employees who were employed as of 4 December 2024 to the first full pay period after 1 July 2024 (from 3 July 2024).

3.1.3 FY 2025/26

Council will pay a 4% increase to all employees covered by this Agreement, effective from the first full pay period after 1 July 2025.

3.1.4 FY 2026/27

Council will pay a 4% increase to all employees covered by this Agreement, effective from the first full pay period after 1 July 2026.

3.1.5 Early Childhood Education and Care Worker Retention Payment and Grant (ECECWRPG)

Should Council receive funding for the ECECWRPG it will increase the relevant employees' salaries by the amount required by the grant. This increase will not be in addition to the 4% annual increase but will match the amount prescribed by the ECECWRPG. For the avoidance of doubt, and by way of example, if the ECECWRPG requires salary increases of 7% as a condition of the grant, Council will pay an overall increase of 7% to relevant employees instead of the 4% increase prescribed in clauses 3.1.2 to 3.1.4.

3.1.6 Indexation of Allowances

All Monetary allowances listed in this Agreement (Including on Call Allowance, Camp Allowance, First Aid Allowance, and Health & Safety Representative Allowance) shall be increased annually by the same percentage rate as the general wage increase applicable for that financial year as prescribed in clauses 3.1.3 and 3.1.4.

3.2 Classification of Positions, Wage Progression and Higher Duties

3.2.1 Classifications

Employees will be classified by Council in accordance with the classification definitions contained in the relevant Award.

3.2.2 Request for Review of Classification

- a) An employee may request a review of the classification of their position. Such a request must be made in writing; in the event of the application being successful the employee shall be back paid to the date the application was made.
- b) Council will, when requested in writing by an employee, provide to the employee in writing within four (4) weeks of receipt:
 - i. The employee's current classification; and
 - ii. The reason for the employee's appointment to that classification including:
 - a. the characteristics of the position; and
 - b. the requirements of the position; and

- c. the responsibilities of the position; and
 - d. the organisational relationships; and
 - e. the extent of authority.
- c) An employee may dispute the classification determination by Council. Any disputes that are initiated regarding the classification shall be dealt with in accordance with clause 2.8 of this Agreement. An Employee may request a representative to represent them during this process, who may be a Union Official/Representative.

3.3 Wage Progression

3.3.1 Commencement of Employment

Upon commencement of employment, determination of the relevant incremental levels will be based on the requirements of the relevant classification together with the demonstrated skill and experience levels of the employees.

3.3.2 Annual Increments

Where the classification structure in the relevant Award provides for increments, movement to the next highest salary point within a level will be by way of annual review subject to the employee having given satisfactory service for the prior twelve months in accordance with the Council's performance appraisal process. Where no Performance Appraisal is undertaken then movement to the next increment will occur.

3.4 Higher Duties

3.4.1 Stream A

- a) (Administration, Clerical, Technical, Professional, Community Service, Supervisory and Managerial Services) - Subject to clauses 3.4.1(a)(i) and 3.4.1(a)(ii), when an employee is engaged wholly or mainly on duties other than those of the employee's usual grade or classification for more than one day at a time, the employee shall be paid the existing salary of the employee being relieved.
 - i. Where the employee being relieved holds a position for which the provisions of the salary framework provide annual increments, the employee engaged in relieving shall be paid the appropriate salary applicable to the first year of services and while continuing to perform such duties shall receive the prescribed annual increments.
 - ii. A junior employee engaged wholly or mainly on duties for which adult rates of salary apply shall be paid at the minimum adult rate applicable to those duties. The junior employee's engagement wholly or mainly on such duties shall mean and include:
 - a. The carrying out of more than 50 per cent of the duties usually then performed in the position to which the adult rates apply; and
 - b. Acceptance of more than 50 per cent of the responsibility usually then associated with those duties.
- b) Children's services – Where an employee is approved in accordance with the relevant legislation to perform higher duty, and when approved and called upon by the Council to perform that higher duty for 4 hours or longer per day, the employee shall be paid the rate of pay attaching to the higher duty for the actual time worked.

3.4.2 Stream B – Mixed functions

Operational Services - An employee primarily engaged on the duties of a higher level for a total of more than 4 hours on any day shall be paid the rate applicable to such higher level for the entire day.

If employed for 4 hours or less on any one day the employee shall be paid at the higher rate for 4 hours.

3.4.3 Stream C – Mixed functions

Building Trades Services - An employee engaged for more than 4 hours on any one day on work which carries a higher rate than their ordinary classification shall be paid the higher rate for the whole day. If employed for 4 hours or less on any one day the employee shall be paid at the higher rate for 4 hours.

3.5 Salary Sacrificing

3.5.1 Council Cooperation

Council will cooperate with and facilitate any employee undertaking salary sacrificing on the basis that all arrangements are lawful arrangements in accord with Australian Taxation Law applicable to the employer and the employee.

3.5.2 Independent Financial Advice

Employees are required to seek independent financial advice before entering into a salary packaging arrangement for items other than superannuation. To facilitate this, a written “salary sacrifice” agreement must be implemented to allow such deductions from “before tax” pay. An agreement through a third party (e.g. Salary Packaging Australia) is required for items other than superannuation and/or approved “in house” items.

3.5.3 Council not Responsible

The parties agree that the Council will not be responsible for the provision of any financial or taxation advice to an employee in regard to any salary sacrifice proposal and that the Council will not accept any liability in the event that any salary sacrifice proposal does not produce the financial benefit expected by an employee. Council will arrange for information sessions with a suitably qualified organisation for all interested employees.

3.6 Payment of Wages

All wages and allowances (less taxation as required by law) shall be paid at least fortnightly and shall be made to employees by means of Electronic Fund Transfer to a bank, building society or credit union or other financial institution nominated by the employee receiving the wages or allowance.

3.7 Rostered Days Off (RDO)

3.7.1 19-day Month (28 days)

Council shall operate a 19-day month to enable all full-time employees to accrue one Rostered Day Off (RDO) per month. Accumulated RDO's shall not exceed five (5) days at any one time unless approved by Council.

3.7.2 Maintenance of Service Levels

To maintain service levels, RDO's shall be taken on a rostered basis or as agreed between the employee and their supervisor.

3.7.3 Public Holidays

Where an RDO falls on a Public Holiday or cannot be taken on the rostered day, the RDO shall be taken on another day as agreed between the employee and their supervisor.

3.7.4 9-day Fortnight

The parties commit that during the life of this agreement, the implementation of a 9-day fortnight will be discussed through JCC.

3.7.5 RDO Management Plan

Council will work with the employee to develop an RDO management plan to reduce the excess hours (more than 38hrs for Stream B & C and Stream A (Childcare) or 36.25 hours for Stream A Administrative).

3.7.6 Substitution of RDOs for Wet Days

- a) Meaningful work shall be carried out during wet weather.
- b) During wet weather, where it may not be possible to carry out meaningful work, employees may be directed to take their RDO and then work their allocated RDO as a normal day. Reallocation of RDO's in this manner may only occur on three (3) occasions throughout the year. This shall be determined by management/supervisors on a case-by-case basis.
- c) For this clause, meaningful work includes alternate duties which are considered to be within the capabilities of the employee and may also include skill enhancement and other training initiatives. This clause cannot be enacted during a Natural Disaster event.

3.8 Superannuation

3.8.1 Employee's Choice of Fund

Superannuation contributions will be made to a complying fund of the employee's choice.

3.8.2 Employee makes no Choice

Where the employee does not choose a fund, superannuation payments will be made by Council to the employee's stapled fund (as advised to Council by the ATO) or to Brighter Super as the default fund.

3.8.3 Superannuation and Leave

Superannuation payments will be made for all periods of paid leave in accordance with legislative requirements.

3.8.4 Disclosure on Payslips

Council will continue to pay superannuation contributions to the nominated superannuation fund monthly and payments disclosed on employee's payslips.

3.8.5 Salary Sacrifice of Superannuation

Employees may choose to salary sacrifice additional superannuation contributions provided that any additional costs incurred are the responsibility of the employee.

3.9 Remote Area Housing Assistance

In lieu of the Divisional and District Allowance as provided for in the Provisions with Common Applications of Award Stream A, B and C:

- a) All eligible full-time Stream A, B and C employees who do not reside in Council housing and are renting/leasing a property in Cloncurry shall receive a weekly allowance of \$60 per week.
- b) All eligible full time Stream A, B and C employees who do not reside in Council housing and are a homeowner and it is the employees principle place of residence the employee shall receive a weekly allowance of \$90 per week.
- c) Part-time employees shall receive this allowance on a pro-rata basis.

3.10 Locality Allowance

3.10.1 Entitlement

- a) All eligible Stream A employees shall be paid:
 - i. The full rate of Locality Allowance if the employee satisfies Council that he or she has a dependent spouse, dependant de facto spouse or dependant child; or
 - ii. One-half the full rate of Locality Allowance if the employee does not have a dependant spouse, dependant de facto spouse or dependant child.

3.10.2 Dependant Spouses

Stream A employees who live with their spouse or de facto spouse (who is not a dependant spouse or dependant de facto spouse) who is also eligible to receive a locality allowance under this Section shall be entitled to one-half of the Locality Allowance rate irrespective of whether such employee has a dependent.

3.10.3 Change in Circumstances

An employee in receipt of the full or one-half of the Locality Allowance shall notify Council immediately of any changes in the employee's circumstances that would affect the amount of locality allowance payable.

3.10.4 Qualifications

The Locality Allowance is payable during periods of annual, sick, long service leave, or any other leave on full pay but is not payable to an employee absent without pay.

3.11 Camp Allowance

In lieu of the Camp and Accommodation allowance as provided in clause 13(d) of the Award:

- a) Council will pay an employee \$78 for each night that an employee is required to camp out on an approved overnight stay.
- b) Camp out excludes overnight stay in licensed hotel, motel, caravan park or equivalent of which Council will be responsible for payment of meal and accommodation costs.

3.12 On Call Allowance

3.12.1 Roster

To ensure efficient and effective services to the community, Council may require employees to participate in an on-call roster within their area of work. An employee will be provided with at least one (1) weeks' notice of their on-call duty, unless an emergency circumstance occurs such as, but not limited to, an unforeseen event or coverage during another employee's absence.

3.12.2 Weekly Allowance

An On Call allowance of \$312 per week (Monday to Sunday inclusive) will be paid for employees who are required to be on call and attend emergencies, as follows – Monday to Friday \$30.16 per day Saturday \$67.60 per day and Sunday \$93.60 per day.

3.12.3 Daily Allowance

Where employees are on call on a daily basis only (i.e. to provide backup where the designated on-call officer is unavailable due to absence from work) the on-call allowance will be paid as follows:

- a) For being on call on Monday to Friday (inclusive and including any Public Holidays) the daily rate will be \$30.16 per day;
- b) for being on call on Saturday (inclusive and including any Public Holidays) the daily rate will be \$67.60 per day;
- c) for being on call on Sunday (inclusive and including any Public Holidays) the daily rate will be \$93.60 per day.
- d) Further it is agreed that the employee who is replaced on call will not receive an on call allowance for any days when they are unavailable and are so replaced.

3.12.4 Public Holiday

Where an employee is on call on a gazetted or substitute Public Holiday, irrespective of whether a call occurs or not, a day's leave will be credited to allow the employee to take a day off in lieu.

3.12.5 Minimum Payment

An employee who is on call and being paid the on-call allowance in accordance with clauses 3.12.2 or 3.12.3 shall be entitled to a minimum payment equivalent to three (3) hours at the applicable rate for the first call out. The minimum payment shall only apply to the first call out on any given day. Any subsequent call outs on the same day will be paid as actual time worked. If an employee does not leave home to attend to the situation e.g., handled by phone or via a computer, they will be paid a minimum of thirty minutes at the applicable rate.

Employees who are on call must be able to be contacted and be able to respond immediately or within a reasonable period of time. Therefore, the employee will be provided with a mobile phone. The provision of a mobile phone does not in itself entitle the employee to receive the On-Call Allowance, the employee must be directed by Council to be on-call.

3.13 Domestic Travel Allowance

Domestic travel allowance will be paid in accordance with the annual Tax Determination as prescribed by the Australian Tax Office.

3.14 First Aid Allowance

3.14.1 Entitlement

Where an employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant the employee shall be paid an additional \$21.52 per week in which the employee works three days or more. This payment will be increased by the rate of any pay increases applicable from 1 July 2025 and thereafter.

3.14.2 Senior Officers

This provision does not apply to senior officers.

3.15 Health & Safety Representatives

Where an employee is appointed as Health & Safety Representative by their nominated work group and completed subsequent training the employee shall be paid an additional \$20.80 per week in which the employee works three days or more.

PART 4- HOURS OF WORK, ROSTERING, OVERTIME AND SPECIAL PAYMENTS

4.1 Ordinary Hours of Work

The ordinary hours of work are as per the appropriate Award unless otherwise detailed within this part.

4.2 Meal breaks

4.2.1 Meal Breaks during ordinary hours of duty

- a) An employee engaged in excess of five (5) hours on any day shall be allowed an unpaid meal break of not less than 30 minutes and not more than 60 minutes each day with such break to be taken between the fourth and sixth hour after the ordinary starting time each day.
- b) The duration of a meal break having been determined, it may only be altered by mutual agreement or by the giving of one week's notice to the employee/s concerned.
- c) All work done during the recognised meal break shall be paid for at the rate of double time. Such payment will continue until a meal break is taken.

4.2.2 Continuity of work during meal breaks – (applicable to Stream B & C employees only)

- a) Where the efficiency of Council may be increased through a job being completed or work being continued for up to 30 minutes into the normal meal break, the meal break may be delayed up to a maximum of 30 minutes without penalty.
- b) The normal meal break shall be taken on the completion of the job or when 30 minutes has lapsed.

4.3 Rest pauses

4.3.1 10-minute Rest Pauses

Where practicable every employee shall be entitled to a rest pause of 10 minutes duration in Council's time in the first and second half of the working day to be taken at such times as will not interfere with the continuity of work where continuity is necessary.

4.3.2 Combined Rest Pause

Notwithstanding clause 4.6.1 Council may determine that the rest pauses may be combined into one 20-minute rest pause, to be taken in the first part of the ordinary working day, with such 20-minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into three approximately equal working periods.

4.4 Overtime

4.4.1 Overtime – general

Council may require an employee to work reasonable overtime at overtime rates.

4.4.2 Payment for overtime – day workers

Except as provided elsewhere in this clause:

- a) All authorised overtime worked by an employee in excess of their ordinary hours of duty or outside the spread of ordinary hours on a Monday to Friday, inclusive, shall be paid at the rate of time and one-half for the first three (3) hours and then double time.
- b) All overtime worked on a Saturday or a Sunday shall be paid for at the rate of double time with a minimum payment as for three (3) hours of work.
- c) All authorised overtime worked by an employee on a public holiday shall be paid at the rate prescribed in clause 6.14.3 of this Agreement.
- d) Employees employed under the Local Government Industry Award (Stream A) Division 2 Section 1 at Classification Level 6 and above shall not be paid overtime but shall accrue Time-Off-In-Lieu entitlements as provided for in clause 4.4.5 of this Agreement.
- e) Employees employed under the Local Government Industry Award (Stream B) Division 2 Section 5 at Classification Level 6 and above shall have the option of being paid overtime or accruing Time-Off-In-Lieu entitlements as provided for in clause 4.4.5 of this Agreement.

4.4.3 Remote Response

If an employee is called upon to perform emergency work remotely or from home (i.e., by phone, computer, or any other means) all work performed on that day shall be paid at double time from the time the employee commences the emergency work until such time as the employee finishes the work with a minimum of 30 minutes payable.

4.4.4 Recall to duty

- a) An employee recalled to work for any reason on one of their ordinary working days (other than on a Saturday or Sunday) shall receive a minimum of four (4) hours pay at the relevant overtime rate.
- b) An employee recalled to work for any reason on either a Saturday or a Sunday shall receive a minimum of four (4) hours pay at double time.

4.4.5 Prior Approval for Overtime or Time to be Worked and To Be Paid as Overtime or To Be Claimed as Time-Off-In-Lieu (TOIL)

- a) All employees are required to obtain prior approval from their manager/director for all time worked in excess of ordinary hours and which time is to be claimed as either for payment or TOIL. Where TOIL is approved by the employer, it shall be given on the basis of time off for time worked.
- b) Subject to the provisions of sub clauses 4.7.4(c) and 4.7.4(d) below, time off in lieu shall be taken at a time mutually agreed between the employee and the employer.
- c) A maximum of two (2) days or the equivalent number of hours worked within two (2) days can be accrued at a time.
- d) Where time off in lieu has not been taken within three months since the overtime was worked, the employer may direct the employee to take the TOIL by the giving of not less than 5 days' notice.
- e) Where the TOIL has not been taken, or directed to be taken, within four (4) months since the overtime was worked the employee shall be paid the equivalent of the time worked at the relevant overtime rates.

4.5 Fatigue Break

4.5.1 Fatigue Break

An employee who is directed to work so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty does occur without loss of pay for ordinary working time occurring during such absence.

4.5.2 Resuming or Continuing Work

If, on the instructions of the Council, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and when released shall be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary hours working time occurring during such absence.

4.6 Travelling Time for Meetings and Conferences

4.6.1 Travelling Time at Ordinary Rates

All time spent travelling to official meetings and/or conferences, or to conduct work on behalf of Council in Queensland will be paid for at ordinary time subject to transport arrangements and the employees span of daily ordinary hours.

4.6.2 TOIL for Travelling Time Outside of Usual Span of Hours

Where an employee is required to travel outside their span of daily ordinary hours, all such time will be deemed to be TOIL and taken in accordance with clause 4.6.2 above.

PART 5- PRODUCTIVITY AND PERFORMANCE

5.1 Productivity and Flexibility

5.1.1 Commitment to Productivity and Quality

The parties agree that they will constantly work towards continually improving levels of productivity and quality of service in accordance with the specific terms of this Agreement and in particular, this clause.

5.1.2 Commitment to Technological Change

The parties are committed to implement technological change to improve work processes and to include the employees in the decision making where it affects them in the workplace.

5.1.3 Accepting Improved Work Arrangements

As part of their commitment to ongoing productivity improvement, the parties accept the ability for improved work arrangements to be developed and implemented, with flexibility to meet the varied requirements of Council programs.

5.1.4 Commitment to Increased Efficiency and Productivity

In recognition of Council's commitment to this Certified Agreement, Council will ensure all managers and directors are fully communicated with as to the Agreement contents and the opportunities for increased efficiency and productivity sought by the Agreement.

5.1.5 Multi-skilling

Employees agree to support becoming multi-skilled. A multi-skilled worker is an individual who possesses or acquires a range of skills and knowledge and applies them to work tasks that may fall outside the traditional boundaries of his or her original training. This does not necessarily mean that a worker obtains or possesses high level skills in multiple technology areas. However, the worker can be an effective and productive contributor to the work output of several traditional Council activities. Employees agree that some of the reasons for multi-skilling include:

- a) Increasing labour productivity by creating a more flexible workforce able to meet challenges, improve performance and better utilise the current pool of skilled workers; and
- b) Utilising labour so that workers possess a range of skills suitable for more than one work process; and
- c) Developing competency within the workforce and allow full deployment of qualifications across the industry; and
- d) Assigning employees tasks based on their ability to perform the needed skill and not restricted by traditional job descriptions or work boundaries.

5.1.6 Training

Cloncurry Shire Council and all parties to this Agreement agree that appropriate training at induction and for ongoing skill and personal development, are critical elements in achieving the outcomes envisaged by this clause plus the terms of clause 1.7 "Purpose of Agreement" and shall be subject to the following:

- a) Induction and Workplace Health & Safety Induction, Local Government specific course.
- b) Council undertakes to provide such training for each employee subject to the following principles:
 - i. All training is assessed against the concept of "value adding" to Council operations; and
 - ii. All training course provision decisions are made against an expectation that all employees attend and successfully complete the full training program provided.

- c) Council is to ensure that core operational services are not to be interrupted by the provision of any such training programs.

5.1.7 Succession Planning

All Parties to this Agreement agree that, as part of employee training and development, the Council will introduce specified succession planning activities for a number and range of employees.

5.1.8 Employee Performance Management Framework

- a) To support continuous improvement in the quality and productivity of Council services, Council will continue to operate the annual organisational wide performance appraisal system during the term of this Agreement.
- b) It is recognised that performance indicators are not an end in themselves but are a means of identifying trends and efficiency against Best Practice benchmarks. They enable the identification of areas where there is potential for further improvement.

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

- a) Where Council requires a suitably qualified employee to hold one or more of the following High-Risk licences/tickets to enable them to perform the duties of their appointed position, Council will reimburse the employee for the cost of these High Risk licence or tickets:
 - i. Crane licence
 - ii. Forklift licence
 - iii. Dogger and Rigger licence
 - iv. Elevated Work Platforms ticket.
- b) Reimbursement will only be made on receipt of documentation showing that the employee has obtained the licence or ticket and has paid for it themselves.
- c) Reimbursement does not extend to the cost of any training undertaken outside of Council.

5.2 Absenteeism Management

5.2.1 Personal Leave Reason

Personal/Sick leave should only be claimed when injury or illness or the requirement to care for an immediate family, or household member, which prevents an Employee from attending work.

5.2.2 Absenteeism is Detrimental

The Parties to this Agreement recognise that absenteeism and abuse of personal sick leave is a controllable overhead and abuse of this benefit is detrimental to the operations of the employer in respect to services to ratepayers. In recognising this, the Parties have agreed on the following procedure to manage personal sick 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 required to care for an immediate family or household member.
- 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 following will constitute particular patterns of concern including but not limited to:
 - i. One (1) or two (2) day absences on a regular basis amounting to five (5) or more occasions in a 12-week period.
 - ii. One (1) or two (2) day absences totalling 10 days or more in any six (6) month period.

5.2.3 Unsatisfactory Record

Where such concern is deemed an unsatisfactory record, the following process will be implemented. At any time during this process an employee shall have the right to be accompanied or represented by a person or organisation of their choice.

- a) Any employee with an unsatisfactory record (due to frequent patterns or other reasonable concerns) shall be interviewed by their manager. The employee shall 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. In the first instance a discussion will be had with the employee and the discussion will be file noted. If the discussion does not provide satisfactory reason for the employee's absences and the pattern of absenteeism continues for the next 1 to 2 months, a letter of warning shall be provided which will include a process for regular feedback by the manager to the employee and appropriate actions for improvement documented for a three-month period. In addition, the employee shall be required to submit a medical certificate or a Statutory Declaration for any or every subsequent absence on sick leave for the following three-month measuring period.
- b) If no improvement is observed in the review period in subclause 5.2.3(a), the employee is to be again interviewed as per subclause 5.2.3(a) and if the interview results in unsatisfactory reasons being given, then council may implement discipline processes in accordance with the Local Government Regulations section 279 (When disciplinary action may be taken) to 283 (Employee to be given notice of grounds for disciplinary action). The employee will be required to provide proof of illness or a medical certificate for any subsequent illness or personal leave. The employee should also be informed that unless their attendance record improves further disciplinary action may follow, up to and including termination of employment.
- c) Employees are required where practicable, to notify their supervisor no later than their normal start time, that they are unable to attend work due to illness or injury. Failure to notify without reasonable explanation, will make the employee ineligible for paid sick leave on that day.

PART 6- LEAVE AND STATUTORY HOLIDAYS

6.1 Annual Leave

6.1.1 Annual Leave Entitlements

- a) Employees will be entitled to five (5) weeks Annual Leave per year of service.

6.1.2 Annual Leave Payments

- a) Annual leave will only be paid in advance at the specific written request of any employee. Annual Leave in all other circumstances will be paid at the same time as usual fortnightly payments:
 - i. In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Agreement at that excess rate; and
 - ii. In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Agreement.
- b) If the employment of any employee is terminated at the expiration of a full year of employment, Council shall be deemed to have given the annual leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due for five (5) and also ordinary pay for any public holiday occurring during such period of five (5).
- c) If the employment of any employee is terminated before the expiration of a full year of employment such employee shall be paid, in addition to all other amounts due, a pro rata leave payment.

6.1.3 Excessive Leave

- a) An employee has an excessive Annual Leave Accrual if the employee has accrued more than ten (10) weeks paid Annual Leave.
- b) As a first step, if an employee has an excessive annual leave accrual, Council and the employee shall try to reach an agreement on how to reduce or eliminate the excessive leave accrual.
- c) If Council has tried to reach agreement with the employee but agreement is not reached, the Council may direct the employee in writing to take one or more periods of paid annual leave, or to cash out a portion of their Annual Leave in accordance with clause 6.1.3.(d).
- d) A direction to take annual leave:
 - i. Must be in writing; and
 - ii. Must not require the employee to take any period of paid annual leave of less than one week; and
 - iii. Must not direct the employee to take a period of annual leave beginning less than ten (10) weeks or more than twelve (12) months, after the direction is given; and
 - iv. Must not be inconsistent with any leave arrangement agreed by the Council and the employee.
 - v. Minimum leave balance must be left as a minimum of ten (10) weeks.

6.1.4 Leave Accrual During Absence

In calculating a completed year of employment, the following periods when an employee is absent on leave without pay are not to be taken into account:

- a) a period of more than 3 months when an employee is absent with the Council's approval; and/or

- b) a period during which an employee is absent without the Council's approval, unless the employee is absent for not more than 3 months because of illness or injury that is certified by a medical practitioner.

6.1.5 Calculation of Annual Leave Pay

- a) Annual Leave Pay (including any proportionate payments) shall be calculated at the rate payable for work in ordinary time according to the employee's roster or projected roster.
- b) In no case shall the payment by Council to an employee be less than the sum of the following amounts:
 - i. the employee's ordinary wage rate as prescribed by this Agreement for the period of the annual leave (excluding shift premiums and weekend penalty rates); and
 - ii. a further amount calculated at the rate of 17.5%.

6.1.6 Application for Leave by Employee

- a) An employee, unless exceptional circumstances exist as approved by Council, shall submit their application for Annual Leave at least two (2) weeks before the date of commencement of such leave, unless otherwise mutually agreed to by both parties.
- b) Unless Council advises to the contrary within seven (7) days of receipt of such application, the leave is deemed to be approved.
 - i. Council shall not unreasonably refuse the leave provided the necessary notice period was adhered to.
 - ii. Once approved the leave will not be rescinded unless by mutual agreement
- c) An employee shall submit their application for RDOs and TOIL at least one (1) week before the date of commencement of such leave, unless otherwise mutually agreed by both parties.

6.1.7 Notice Given by Employer of Excessive Leave to Be Taken

- a) Reasonable notice of the commencement of annual leave, shall be given to an employee.
- b) Where an employee is given Notice in accord with this subclause, of their requirement to take annual leave as from a specific date, at least four (4) weeks' notice of such requirement shall be given to the employee unless mutually agreed by both parties.

6.1.8 Leave Deductions

Annual leave will be accrued and deducted on the basis of employee's ordinary hours. Annual leave will be deducted on the basis of hours actually taken (i.e., the hours an employee would have worked on a particular day if they had not been on leave).

6.1.9 Cashing out of Annual Leave

- a) Employees are able to make an application to Council to 'cash out' a portion of their annual leave. This means that an employee will be paid for an amount of their annual leave instead of taking it as a period of absence.
- b) Council requires that each time annual leave is cashed out:
 - i. It is by mutual agreement only; and
 - ii. The agreement is to be recorded in writing; and
 - iii. At least four (4) weeks annual leave must remain in the employee's accrued balance; and
 - iv. Leave loading is payable; and
 - v. Employees cannot cash out more than three (3) weeks in each twelve (12) months unless otherwise mutually agreed to in exceptional circumstances; and
 - vi. There is no accrual of annual leave hours for the cashed-out period.
- c) When considering an application from an employee to cash out a portion of their annual leave, factors to be considered by managers/supervisors should include, but are not limited to the following:

- i. If the cashing out of annual leave is conducive to the employee's health and wellbeing, and a commitment to work/life balance; and
- ii. The history of leave and TOIL taken by the employee over a relevant period of time; and
- iii. The reason that the employee has accrued sufficient annual leave to be eligible to cash out a portion of their leave; and
- iv. If leave management and workload management plans are in place; and
- v. The nature of the employee's role; and
- vi. Alignment with other Council policies and procedures, i.e. fatigue management, workplace health and wellbeing; and
- vii. The appropriateness of approving an application while an employee is on a higher duties or secondment arrangement (if applicable). It is not acceptable to cash out previously accrued annual leave in their substantive position at the higher duties' payment level.

6.2 Annual Closedown

6.2.1 Timing

Council may elect to close its operations for a period of up to two weeks' during the Christmas/New Year period.

6.2.2 Notification

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

6.2.3 Leave Taken

Employees will take accrued annual leave, TOIL, or RDOs during any prescribed closedown period.

6.2.4 Unpaid Leave

Employees who do not have enough annual leave to cover the period of the close down (or any period hereof) shall take unpaid leave.

6.2.5 Operational Skeleton Crew

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

- a) Encourage employees to self-roster; and
- b) Select employees who wish to work over the Annual Close Down period subject to those employees having the relevant qualifications, training, and experience to perform the duties required; and
- c) Avoid rostering an individual employee to work Christmas Day or New Year's Day for two consecutive years.

6.3 Personal Leave

6.3.1 Definition

Personal leave covers sick leave and carer's leave.

6.3.2 Availability

Paid personal leave is available to an employee, other than a casual employee, when they are absent:

- a) due to personal illness or injury; or

- b) for the purposes of caring for an immediate family or household member:
 - i. who is sick and requires the employee's care and support; or
 - ii. who requires care due to an unexpected emergency.

6.3.3 Carer's Leave for more than two (2) days

If an employee takes carer's leave to care for or support a person who is ill for more than two (2) consecutive days, the employee must, if required by the employer, give the employer sufficient evidence to satisfy a reasonable person that the person is ill with an illness requiring care or support by another person.

6.3.4 Entitlement

An employee (other than a casual) is entitled to at least 15 days on full pay for each completed year of employment as the leave accrues.

6.3.5 Personal Leave for more than two (2) days

If the employee is absent for more than two (2) days and the employer requires evidence of the illness—the employee giving the employer sufficient evidence of the illness to satisfy a reasonable person. Failure by an employee to provide sufficient evidence for the illness in contravention of this provision shall be considered misconduct and may result in disciplinary action.

- a) Acceptable forms of evidence are:
 - i. In person Medical Certificate; or
 - ii. Statutory Declaration.

6.4 Compassionate and Bereavement Leave

6.4.1 Immediate Family Member

In this clause "Immediate Family or Household" includes:

- a) Employee's spouse, including a former spouse, a de facto spouse or former de facto spouse, (including a spouse of the same sex as the employee); and
- b) A child, ex-nuptial child, stepchild, adopted child, ex-foster child of the Employee or Employees' spouse; and
- c) Parent, grandparent, grandchild, sister, or brother of the Employee and of the Employee's spouse (such as the Employee's mother-in-law, father-in-law, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law); and
- d) Stepfather, stepmother, (also big uncle or big aunt of an indigenous employee) half-brother, half-sister, stepbrother and stepsister of the employee; and
- e) Those who permanently live in the employee's household.

6.4.2 Grant in Other Circumstances

The list of family members provided for in the definition of 'Immediate Family or Household' is not exhaustive and Council recognises that this may not meet that of all the cultural groups in Council's workforce. Management may also grant requests for Bereavement Leave in circumstances where the deceased is a person that occupied the same prominence in the employee's life as a family member identified in the 'Immediate Family or Household category'.

Where an employee is obligated by their respective custom or religion to show their respect for a deceased person by participating in ceremony, Bereavement Leave will be granted.

For the purpose of this section and as defined in schedule 5 of the *Industrial Relations Act 2016* (Qld), immediate family includes:

- a) the employee's spouse; and

- b) child, ex-nuptial child, stepchild, stepparent, adopted child, foster child, ex-foster child, parent, grandparent, grandchild or sibling of the employee or employee's spouse, also Big Uncle or Big Aunt (of an indigenous employee) and those who permanently live in the employee's household.

6.4.3 Bereavement Leave

Employees are entitled to two (2) days of Bereavement Leave on full pay on each occasion when a member of the employee's immediate family or household:

- a) dies; or
- b) the employee, or the employee's spouse, is pregnant and the pregnancy ends other than by the birth of a living child.

6.4.4 Compassionate Leave

Employees are entitled to two (2) days of Compassionate Leave on full pay on each occasion when a member of the employee's immediate family or household:

- a) contracts or develops a personal illness that poses a serious threat to the person's life; or
- b) sustains a personal injury that poses a serious threat to the person's life.

6.4.5 Travel

If the employee reasonably requires extra time to travel over 350 kilometres, an employee shall be entitled to an additional two (2) days, to be taken from personal leave, per event.

6.4.6 Evidence

Where evidence of serious illness or injury or death is not reasonably apparent to Council, the employee may be required to provide evidence of such (for example, a funeral notice) to the satisfaction of the Council. A failure to provide reasonable evidence upon request by Council shall be misconduct by the employee and may result in disciplinary action.

6.4.7 Accessing Other Leave

In addition to specified Compassionate and Bereavement Leave entitlements, an employee may access other accrued paid leave, (including Annual Leave, RDO's, Long Service Leave or TOIL), or unpaid leave in circumstances where clause 6.4 applies, and the period of Compassionate and/or Bereavement Leave provided is insufficient.

6.5 Parental Leave

6.5.1 Eligibility

- a) An employee shall be eligible for parental leave under Chapter 2 Division 8- Parental Leave, of the *Industrial Relations Act 2016* (Qld).
- b) Paid parental leave is in addition to any entitlement permissible under and in accordance with any other Government (State or Federal) relating to maternity or adoption and is available to a permanent full-time or part-time employee who is the primary care giver of the child subject to the following conditions:
 - i. Upon the birth or adoption of a child, full-time or part-time employees will be entitled to fourteen (14) weeks paid parental leave at their usual rate of pay.
 - ii. Employees may take the paid parental leave at half-pay, inclusive of allowances, for twice the duration of the period specified above.
 - iii. Part-time employees are eligible for paid parental leave on a pro-rata basis of the average weekly hours preceding twelve (12 months).
 - iv. Payment will commence upon the birth of the child and no lump sum payments shall be made.

- v. An employee intending to take leave under this clause must provide written notice to Council in accordance with the provisions of the *Industrial Relations Act 2016* (Qld).

6.5.2 Spousal (partner) leave

Employees whose partner has given birth or adopted a child, will be entitled to one (1) week's paid partner leave at their usual rate of pay.

6.6 Long Service Leave

6.6.1 Division 2 – Section 1 of the Stream A Award

Employees covered by Division 2 – Section 1 (Administrative, clerical, technical, professional, community service, supervisory and managerial services) of the Stream A Award, who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks' for each year of continuous service and a proportionate amount for an incomplete year of service.

6.6.2 All Other Employees

All other employees covered by this Agreement who complete 10 years' continuous service are entitled to 8.6667 weeks' long service leave, and after 10 years' service if they complete at least a further 5 years' service, a proportionate amount.

6.6.3 IR Act 2016

Long service leave will be taken in accordance with the *Industrial Relations Act 2016* (Qld).

6.6.4 Portability

Portability of long service leave entitlements for local government employees is provided for in the *Local Government Regulation 2012* (Qld).

6.7 Study Leave and Other Study Supporting Benefits

6.7.1 Application

As outlined in the Parent Awards, employees may apply for study assistance when undertaking an approved training course that is relevant to their position description or career progression.

6.7.2 Further Study

Generally, employees shall apply skills gained for a period of 12 months in the Council workplace after their course of study and prior to undertaking further training and education.

6.7.3 Eligibility

Subject to the support and approval of their director, or the Chief Executive Officer (CEO), eligible employees undertaking or attending courses of study may be entitled to five (5) hours per week or ten (10) days per annum, with pay, to attend compulsory lectures, exams, or residential blocks. (including travelling time). This provision may apply to employees enrolled in studies to obtain a University Degree.

6.7.4 Correspondence

Employees undertaking courses by correspondence shall be permitted reasonable time off with pay for the purpose of completing studies essential to the course and shall receive up to ten days per annum for compulsory residential blocks.

6.7.5 Training Directed by Council

Training as directed by Council shall be paid as a normal working day. Additional study leave requests for study reasons must be discussed and approved by a Director or the CEO.

6.7.6 Leave Accrual

Long service, personal, annual leave and RDOs will accrue in the normal manner during periods of approved study leave.

6.7.7 Reimbursement

Where Council has incurred the cost for training and the employee voluntarily terminates their employment with Council eighteen (18) months following the date of the completion of the training, the employee will be required to reimburse costs as detailed below:

| Number of full months of service from the completion of the training | Reimbursement Percentage (Employee Paid) |
|---|---|
| 1-6 months | 75% |
| 6-12 months | 50% |
| 12-18 months | 25% |
| 18-24 months | 0% |

6.7.8 Employee Payment of Fees

Employees who make payment of fees while undertaking an approved course or study shall have all compulsory fees reimbursed after passing the relevant examinations. Council will not reimburse without official written confirmation of passing being provided by the employee. Approval to authorise the refund of course fees must be made by the CEO upon submission of receipts and statements indicating passes for the claim being made.

6.8 Professional Development Conference Attendance

6.8.1 Approved Conferences

Council may approve that an employee attends a recognised and approved Professional Development Conference for the purposes of either or both professional and personal development, and acquisition or retention of, core or development skills, as assessed by Council as being relevant to the employee's vocational classification. Such Conference Attendance Leave will be assessed on a "case-by-case" basis.

6.8.2 Minimised Operational Disruption

The taking of approved Conference Attendance Leave will be arranged in such a way to minimise any interruption of delivery of Council services.

6.9 Special Leave With, or Without Pay

6.9.1 Discretionary Entitlement

Council may, at its absolute discretion, grant an employee leave without pay.

6.9.2 Exceptional Circumstances

In exceptional circumstances, Council may also decide to grant an employee leave with pay and debit such leave against any employee accumulated leave.

6.10 Natural Disaster Leave within Council Worksite Boundaries

6.10.1 Unable to Perform Duties

Where a natural disaster situation occurs which results in situations where an employee is unable to perform required functions and reasonable duties, or where to continue working under extreme conditions is inadvisable due to Workplace Health and Safety considerations, and where employees are required to leave the work site and return home, an employee may be permitted to leave without loss of pay, up to a maximum of five [5] days per event; such leave is subject to approval by the CEO.

6.10.2 Unable to Report to Work

Where any employee is isolated as a result of a natural disaster situation caused by but not limited to, a localized natural flood, cyclone, bushfire, tsunami, volcano or earthquake events, and accordingly is unable to report to work at any of Council's premises from which that employee's duties are conducted, the employee may be permitted leave without loss of pay, up to a maximum of five [5] days per event; such leave is subject to approval by the CEO.

6.10.3 Natural Disaster Leave Exhausted

Where Natural Disaster Leave has been exhausted, employees may use accrued TOIL, RDO's and/or annual leave, entitled long service leave (in that priority order), or take leave without pay, subject to approval by Council.

6.11 Emergency Services Leave

6.11.1 Leave Subject to Approval

An employee who engages in Voluntary Emergency Activity is entitled to paid leave subject to Council approval. Emergency Services Leave is not cumulative. (moved from being its own clause 6.11.4)

6.11.2 Definition of Voluntary Emergency Activity

An employee engages in Voluntary Emergency Activity for the purposes of clause 6.11.1 of this Agreement if:

- a) the employee engages in an activity that involves dealing with an emergency or natural disaster.
- b) the employee engages in the activity on a voluntary basis; and either:
 - i. the employee was requested by or on behalf of a Recognised Emergency Management body to engage in the activity; or
 - ii. no such request was made, but it would be reasonable to expect the employee to engage in the activity.

6.11.3 Definition of Recognised Emergency Management Body

A "Recognised Emergency Management Body" is:

- a) a body, or part of a body, that attends to emergencies and/or disasters;
- b) a firefighting, civil defence or rescue body; or
- c) any other body which involves securing the safety of persons or animals in an emergency/natural disaster or protecting property in an emergency or natural disaster.

6.12 Jury Service

6.12.1 Entitlement

Employees are entitled to attend for jury service in accordance with section 119 of *the Industrial Relations Act 2016* (Qld).

6.12.2 Reimbursement of Any Shortfall

Where the amount of Jury fee is less than the normal salary of the employee Council shall make up the difference in payment to the employee. The employee will be required to provide evidence of any fee or allowance received for attending Jury Duty.

6.13 Cultural Leave

6.13.1 Application

This section applies to an employee who is required by Aboriginal tradition or island custom to attend an Aboriginal or Torres Strait Islander ceremony.

6.13.2 Amount of Leave

The employee may take up to 5 days unpaid cultural leave in each year, if the employer agrees.

6.13.3 Refusal

The employer must not unreasonably refuse the leave.

6.13.4 Employer Must Consider

In considering the employee's request for leave, the employer must consider at least the following:

- a) The employer's capacity to reorganise work arrangements to accommodate the employee's request; and
- b) the impact of the employee's absence on the delivery of customer service; and
- c) the particular circumstances of the employee; and
- d) the impact of refusal on the employee, including the employee's ability to balance work and family responsibilities.

6.13.5 Employee Must Provide to Employer

The employee must, if practicable, give the employer:

- a) reasonable notice of the intention to take cultural leave before taking the leave; and
- b) the reason for taking the leave; and
- c) the period that the employee estimates the employee will be absent.

6.13.6 Employee Must Provide at First Opportunity

If it is not practicable for the employee to give the notice before taking the leave, the employee must give the employer notice of the matters in subclause 6.13.5, (b) and (c) at the first opportunity.

6.13.7 Anti-Discrimination Act 1991 (Qld)

It is declared that leave provided under this section is a welfare measure for the purposes of the *Anti-Discrimination Act 1991 (Qld)*, section 104.

6.14 Public Holidays

6.14.1 List of Public Holidays

Public Holidays are as listed in the *Industrial Relations Act 2016 (Qld)*.

6.14.2 Employee Other than Casual

An employee (other than a casual employee) who would normally work on a day on which a Public Holiday falls and who is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a Public Holiday.

6.14.3 Payment for working on a Public Holiday

Where a full-time employee is directed to work on a Public Holiday, such employees shall be paid double time and a half for all time worked.

6.14.4 Time Off in Lieu of Payment For working on a Public Holiday

Where an employee so elects and Council agrees, an employee required to work on any Public Holidays, may take a day off-in-lieu at some other date without loss of any ordinary pay (Time Off in Lieu of Payment).

6.14.5 Part-Time Employee Entitlements

A part-time employee whose usual day of work falls on a Public Holiday shall be entitled to be absent for the day without loss of pay. Where a part-time employee is directed to work on a Public Holiday, such employee shall be paid double time and a half (250%) for all time worked. Provided that, where a part-time employee does not work the same hours week by week, then, in each week which contains a Public Holiday, the ordinary hours of duty of such an employee shall be reduced to one fifth for each Public Holiday so occurring.

6.14.6 Casual Employees

All time worked by a casual employee on any of the Public Holidays mentioned in Clause 6.14.1, shall be paid for at the appropriate hourly rate plus 150%, with a minimum payment as for four hours work.

6.15 Domestic and Family Violence Leave

6.15.1 Chapter 2, Division 7 of the *Industrial Relations Act 2016 (Qld)*

Council is strongly committed to providing a healthy and safe working environment for all employees. Council recognises that employees sometimes face difficult situations in their work and personal life, such as domestic and family violence (DFV), which may affect their attendance, performance at work or safety. Employees will be entitled to the full provisions of Chapter 2, Division 7 of the *Industrial Relations Act 2016 (Qld)* regarding the taking of Domestic and Family Violence Leave.

6.15.2 Leave Entitlement

- a) An employee, including a casual, who is affected by DFV and/or is supporting someone affected by DFV, will have access to 10 days of paid DFV leave per year.
- b) An employee, including a casual, is entitled to 10 days paid DFV leave per year if:

- i. the employee has experienced DFV; and
- ii. the employee needs to take DFV leave as a result of the DFV.
- c) Without limiting to sections 6.15.2 the employee may need to take DFV leave if the employee is:
 - i. recovering from an injury caused by the violence; or
 - ii. attending an appointment related to the violence, including an appointment to attend counselling, obtain legal advice, medical treatment, meeting with police officers; or
 - iii. preparing for a court appearance related to the violence; or
 - iv. attending court for a proceeding related to the violence; or
 - v. finding housing that is necessary because of the violence; or
 - vi. organising childcare or the education of a child that is necessary because of the violence.
- d) If an employee has exhausted the entitlement under section 6.15.2, the employee may, with Council's agreement, take additional days of leave that will be unpaid leave.
- e) The employee does not have to use other leave entitlements before accessing the DFV leave. DFV leave can be taken as consecutive days, single days, or portions of a day.
- f) Leave should be granted where it is satisfied that the employee requires leave because the employee is affected by DFV. However, leave should not be denied in the absence of supporting documents in the absence of supporting document/s, employees are required to complete a statutory declaration.
- g) The employee may also access further paid or unpaid leave, including special leave, sick leave, carer's leave, recreation leave, long service leave or other accrued time to attend to matters arising from DFV. This will be in accordance with the directives relating to each type of leave.
- h) An employee's entitlement to domestic and family violence leave under sections 6.15.2 does not accumulate from year to year.
- i) Council must not fail to re-engage a long-term casual or short-term casual only because the employee has taken DFV leave.

6.15.3 Requirement for employee to give notice of DFV

- a) An employee's entitlement to DFV leave is conditional on the employee giving Council notice by submitting an application for Domestic and Family Violence Leave form with supporting documentation (if applicable), as soon as reasonably possible, to the Manager Human Resources or the CEO.
- b) The employee must give Council notice:
 - i. before the employee is to take leave; or
 - ii. if it is not possible to notify Council before the leave is taken; the employee should notify Council during the leave or as soon as possible after the leave ends.
- c) Document – Council may request evidence:
 - i. Council may ask an employee to give evidence that the employee has experienced DFV and needs to take leave as a result.
 - ii. The employee must comply with the request and provide Council one of the following documentations:
 - a. evidence from the police; or
 - b. evidence of a legal proceeding or a court report; or
 - c. evidence from a doctor or other health practitioner; or
 - d. a report from a counsellor.
 - iii. If an employee cannot provide any of the above documentation, they will be required to provide a statutory declaration stating same.
- d) When Council receives evidence under this section, Council must not disclose the evidence to someone else unless the disclosure is required or permitted under an Act.

- e) Council acknowledges that employees affected by DFV may not be in a position to provide supporting documentation. If 6.15.3(a), 6.15.3(b), 6.15.3(c), and 6.13.4(d) are not achievable, the employee should provide evidence verbally.
- f) An employee's access to leave and other support options should not be denied in the absence of supporting documentation. Any related communication must be conducted in a sensitive and non-judgemental manner.
- g) Any documentation sighted must be returned to the employee unless the employee requests otherwise.

PART 7- UNION REPRESENTATION AND ACCESS

7.1 Right of Entry

A Union representative will have right of entry to the workplace in accordance with the terms of the IR Act.

7.2 Deduction of Union Fees

Council shall, on the request in writing of any employee, pay to a union nominated by the employee out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of that union.

7.3 Union Encouragement for Induction of New Employees

The Council will provide all new employees at their induction, whether online or in person:

- a) Detailed information on the unions which are a party to this agreement and their organisers and delegates contact details; and
- b) Union officials shall be entitled to attend Council inductions when practicable; and
- c) Council shall provide the union with details of the dates and locations of the inductions with reasonable notice.

7.4 Trade Union Representation Provision

This agreement recognises the union parties to this agreement and their accredited representatives as the sole legitimate representatives of employees covered by the agreement except where those employees are not members of the union. The parties acknowledge that structured, collective industrial relations will continue as a fundamental principle of Council. This principle recognises the important role that employee membership of unions has in maintaining a stable, safe, and efficient working environment. The parties agree to promote this approach to union membership into the future.

7.5 Union Delegates

7.5.1 Union Delegate Training Leave

- a) A Union Delegate or prospective delegate with the approval of the Union and Council, shall be granted up to five (5) days leave with pay each calendar year or 10 days over a 2-year period, non-cumulative, to attend approved union training courses/seminars, which are designed to promote good industrial relations and industrial efficiency within the workplace.
- b) Any requests for training leave will not be unreasonably refused.
- c) Other courses mutually agreed between the Union and Council and additional days on request where a Delegate is required to attend functions or duties associated with any role held under the Unions' rules, may be approved.

7.5.2 Union Delegate Support

In establishing an appropriate relationship between the Council and the Unions, and as part of encouraging employees to exercise their right to join and remain members of the relevant union the following shall apply:

- a) A person elected or appointed as a Union Delegate shall, upon notification to Council from the relevant Union be recognised as the accredited representative of the Union; and
- b) A Union Delegate shall have the right without loss of pay to discuss work related matters which are of concern to any employee or to convey information relating to the workplace to employees provided that the union delegate shall advise the relevant supervisor/s

beforehand and not unduly interfere with the operational needs of Council; equally requests shall not be unreasonably refused; and

- c) A Union Delegate shall be allowed a reasonable period of time without loss of pay during work hours to consult with an authorised official of the union; and
- d) The Council shall provide the Union Delegate with access to a telephone or electronic media and other suitable facilities (where practical) to progress inquiries on behalf of a member on work related matters; and
- e) The Union Delegate shall have the right to place notices on notice boards at the Council's premises, provided that such notices are authorised by the Union and deal with legitimate Union matters.

PART 8 - WORKPLACE SAFETY

8.1 Safety and Environment

8.1.1 Safe Work Practices

- a) All Parties recognise the “mutual safety obligations” of both the Council and employees as a result of the requirements of the *Work Health and Safety Act 2011* (Qld) ('WHS Act') as amended from time-to-time.
- b) Both the Council and all of its employees agree that all parties must always fully comply with the responsibilities contained in the Council Workplace Health & Safety Policy Statement.

8.1.2 Workplace Protective Clothing and Equipment

- a) All employees agree to wear the safety protective clothing and equipment provided by the Council in accordance with its responsibilities and requirements in accordance with the WHS Act as amended from time-to-time.
- b) All parties to this Agreement agree that failure to observe the terms of this Part (7) may lead to disciplinary action against an employee in accordance with the terms and provisions of the Local Government Act and Local Government Regulation as amended from time to time.

PART 9- OTHER SUPPORTING CONDITIONS

9.1 Payment of All Monies Owed to the Employer on Termination

It is agreed by all parties that where an employee requests in writing and Council agrees in writing to deduct monies from the employee's wages for the purposes of repaying monies owing for services provided by Council, any monies still owing at termination shall be deducted from the employee's termination payments.

9.2 Reimbursement – Employees Using their Own Vehicles

Employees using their own vehicles for approved Council activities will be reimbursed in accordance with the ATO rates as amended from time-to-time.

9.3 Staff Accommodation and Housing

Council may provide, at its sole discretion, long stay and/or permanent accommodation to any Council employee.

9.4 Council Uniforms – As per Uniform Procedure

9.4.1 Uniforms to be Worn

All employees agree to wear the official Council Staff Uniform, as provided in accord with the Council's Uniform Policy, at all times.

9.4.2 Disciplinary Action

All Parties to this Agreement agree that failure to observe the terms of this clause (9.4) may lead to disciplinary action against an employee in accord with the terms and provisions of the Local Government Act as amended from time to time.

9.4.3 Eligibility

All employees shall be eligible to receive an allowance to purchase uniforms as follows:

- a) Permanent employees will receive \$400 in their first year of employment for purchase of Council uniforms and thereafter \$400 per financial year.
- b) Unspent credit will not be carried into the following financial year.
- c) If staff do not proceed past their probation period or cease to work for Council, they will be required to return uniforms.
- d) Casual or short term six (6) months or less employees will receive \$200 in their first year for purchase of Council uniforms and thereafter up to \$200 per financial year.

9.5 Time and wages record

Council must keep at the place of work in Queensland a time and wages record, maintained and available for inspection, in accordance with the requirements of the IR Act as amended from time-to-time.

Schedule 1 – Rates Applicable to Stream A Employees

Classification Stream A - Division 2- Section 1 – (Administrative, Clerical, Technical, Professional, Community Service, Supervisory and Managerial Services)

| Administrative, Clerical, Technical, Professional, Community Service, Supervisory and Managerial Services | 4% increase | 4% increase | 4% increase |
|---|-------------|--|--|
| | 1/07/2024 | 1/07/2025 (On commencement of 1st Pay Period falling after 1 July 2025) | 1/07/2026 (On commencement of 1st Pay Period falling after 1 July 2026) |
| Level 1, year 1 PP1 | \$1,087.46 | \$1,130.95 | \$1,176.19 |
| Level 1, year 2 PP2 | \$1,104.98 | \$1,149.18 | \$1,195.15 |
| Level 1, year 3 | \$1,131.68 | \$1,176.94 | \$1,224.02 |
| Level 1, year 4 PP3 | \$1,155.88 | \$1,202.11 | \$1,250.20 |
| Level 1, year 5 PP4 | \$1,174.34 | \$1,221.31 | \$1,270.16 |
| Level 1, year 6 PP5 | \$1,203.77 | \$1,251.92 | \$1,302.00 |
| Level 2, year 1 PP6 | \$1,230.42 | \$1,279.64 | \$1,330.83 |
| Level 2, year 2 PP7 | \$1,256.77 | \$1,307.04 | \$1,359.32 |
| Level 2, year 3 | \$1,283.10 | \$1,334.42 | \$1,387.80 |
| Level 2, year 4 PP8 | \$1,309.40 | \$1,361.78 | \$1,416.25 |
| Level 3, year 1 | \$1,335.67 | \$1,389.10 | \$1,444.66 |
| Level 3, year 2 PP9 | \$1,362.03 | \$1,416.51 | \$1,473.17 |
| Level 3, year 3 | \$1,385.12 | \$1,440.53 | \$1,498.15 |
| Level 3, year 4 PP10 | \$1,411.49 | \$1,467.95 | \$1,526.67 |
| Level 4, year 1 PP11 | \$1,437.75 | \$1,495.26 | \$1,555.07 |
| Level 4, year 2 PP12 | \$1,464.07 | \$1,522.63 | \$1,583.54 |
| Level 4, year 3 | \$1,490.43 | \$1,550.05 | \$1,612.05 |
| Level 4, year 4 PP13 | \$1,516.68 | \$1,577.35 | \$1,640.45 |
| Level 5, year 1 PP14 | \$1,543.03 | \$1,604.75 | \$1,668.94 |
| Level 5, year 2 | \$1,569.33 | \$1,632.10 | \$1,697.39 |
| Level 5, year 3 PP15 | \$1,595.64 | \$1,659.47 | \$1,725.85 |
| Level 6, year 1 PP17 | \$1,639.51 | \$1,705.09 | \$1,773.29 |
| Level 6, year 2 PP18 | \$1,684.90 | \$1,752.30 | \$1,822.39 |
| Level 6, year 3 PP19 | \$1,727.21 | \$1,796.30 | \$1,868.15 |
| Level 7, year 1 PP19 | \$1,799.72 | \$1,871.71 | \$1,946.58 |
| Level 7, year 2 | \$1,838.71 | \$1,912.26 | \$1,988.75 |
| Level 7, year 3 PP20 | \$1,877.68 | \$1,952.79 | \$2,030.90 |
| Level 8, year 1 PP21 | \$1,924.44 | \$2,001.41 | \$2,081.47 |
| Level 8, year 2 PP22 | \$1,982.44 | \$2,061.74 | \$2,144.20 |
| Level 8, year 3 PP23 | \$2,018.01 | \$2,098.73 | \$2,182.67 |
| Level 8, year 4 PP24 | \$2,061.92 | \$2,144.40 | \$2,230.18 |
| Level 8, year 5 PP25 | \$2,105.81 | \$2,190.05 | \$2,277.65 |

Classification Stream A - Division 2- Section 2 (Children's Services & Early Childhood Education)

| Children's Services & Early Childhood Education | 4% increase | 4% increase | 4% increase |
|---|-------------|---|---|
| | 1/07/2024 | 1/07/2025 (On commencement of 1st Pay Period falling after 1 July 2025) | 1/07/2026 (On commencement of 1st Pay Period falling after 1 July 2026) |
| ASSUQY1 PP2 | \$1,083.26 | \$1,126.59 | \$1,171.66 |
| ASSUQY2 PP3 | \$1,133.14 | \$1,178.47 | \$1,225.61 |
| ASSUQY3 PP4 | \$1,151.24 | \$1,197.29 | \$1,245.18 |
| ASS1YQY1 PP7 | \$1,232.07 | \$1,281.35 | \$1,332.60 |
| ASS1YQY2 PP8 | \$1,283.67 | \$1,335.02 | \$1,388.42 |
| ASS1YQY3 PP9 | \$1,335.22 | \$1,388.63 | \$1,444.18 |
| GL1YQYR1 PP10 | \$1,373.05 | \$1,427.97 | \$1,485.09 |
| GL1YQYR2 | \$1,411.47 | \$1,467.93 | \$1,526.64 |
| GL1YQYR3 PP11 | \$1,411.47 | \$1,467.93 | \$1,526.64 |
| GL2YQY1 PP13 | \$1,486.94 | \$1,546.42 | \$1,608.27 |
| GL2YQY2 PP14 | \$1,512.84 | \$1,573.35 | \$1,636.28 |
| GL2YQY3 PP15 | \$1,564.41 | \$1,626.99 | \$1,692.07 |
| GL3YQY1 | \$1,564.41 | \$1,626.99 | \$1,692.07 |
| GL3YQY2 PP15 | \$1,564.41 | \$1,626.99 | \$1,692.07 |

Schedule 2 – Rates Applicable to Stream B Employees

Classification Stream B - Division 2- Section 5 (Operational Services)

| Operational Services | 4% increase | 4% increase | 4% increase |
|----------------------|-------------|---|---|
| | 1/07/2024 | 1/07/2025 (On commencement of 1st Pay Period falling after 1 July 2025) | 1/07/2026 (On commencement of 1st Pay Period falling after 1 July 2026) |
| Level 1a | \$1,083.26 | \$1,126.59 | \$1,171.66 |
| Level 1b PP2 | \$1,083.26 | \$1,126.59 | \$1,171.66 |
| Level 2 | \$1,114.52 | \$1,159.10 | \$1,205.46 |
| Level 3 PP3 | \$1,133.14 | \$1,178.47 | \$1,225.61 |
| Level 4 PP4 | \$1,151.24 | \$1,197.29 | \$1,245.18 |
| Level 5 PP5 | \$1,180.14 | \$1,227.35 | \$1,276.44 |
| Level 6 PP6 | \$1,206.28 | \$1,254.53 | \$1,304.71 |
| Level 7 PP7 | \$1,232.07 | \$1,281.35 | \$1,332.60 |
| Level 8 PP8 | \$1,283.67 | \$1,335.02 | \$1,388.42 |
| Level 9 PP9 | \$1,335.22 | \$1,388.63 | \$1,444.18 |

Schedule 3 – Rates Applicable to Stream C Employees

Classification Stream C - Division 2- Section 1 (Building Trades Services)

| Building Trades Services | 4% increase | 4% increase | 4% increase |
|--------------------------|-------------|---|---|
| | 1/07/2024 | 1/07/2025 (On commencement of 1st Pay Period falling after 1 July 2025) | 1/07/2026 (On commencement of 1st Pay Period falling after 1 July 2026) |
| Plumber < 3mths 40% | \$936.92 | \$974.39 | \$1,013.37 |
| Plumber > 3mths 40% | \$964.84 | \$1,003.43 | \$1,043.57 |
| Plumber 2nd Year 55% | \$964.84 | \$1,003.43 | \$1,043.57 |
| Plumber 3rd Year 75% | \$982.97 | \$1,022.29 | \$1,063.18 |
| Plumber 4th Year 90% | \$1,083.37 | \$1,126.70 | \$1,171.77 |
| BT1 100% PP5 | \$1,180.14 | \$1,227.35 | \$1,276.44 |
| BT2 PP6 | \$1,206.28 | \$1,254.53 | \$1,304.71 |
| BT3 PP7 | \$1,232.07 | \$1,281.35 | \$1,332.60 |
| BW 1a PP1 | \$1,066.09 | \$1,108.74 | \$1,153.09 |
| BW 1b&c PP2 | \$1,083.26 | \$1,126.59 | \$1,171.66 |
| BW 1d PP3 | \$1,133.14 | \$1,178.47 | \$1,225.61 |
| BW 2 PP4 | \$1,151.24 | \$1,197.29 | \$1,245.18 |

Classification Stream C - Division 2- Section 2 (Engineering and Electrical/Electronic Services)

| Engineering and Electrical/Electronic Services | 4% increase | 4% increase | 4% increase |
|--|-------------|---|---|
| | 1/07/2024 | 1/07/2025 (On commencement of 1st Pay Period falling after 1 July 2025) | 1/07/2026 (On commencement of 1st Pay Period falling after 1 July 2026) |
| C14 | \$1,066.09 | \$1,108.74 | \$1,153.09 |
| C13 PP1 | \$1,066.09 | \$1,108.74 | \$1,153.09 |
| C12 PP2 | \$1,083.26 | \$1,126.59 | \$1,171.66 |
| C11 PP3 | \$1,133.14 | \$1,178.47 | \$1,225.61 |
| C10 PP5 | \$1,168.30 | \$1,215.04 | \$1,263.64 |
| C9 PP6 | \$1,206.28 | \$1,254.53 | \$1,304.71 |
| C8 PP7 | \$1,232.07 | \$1,281.35 | \$1,332.60 |
| C7 PP8 | \$1,283.67 | \$1,335.02 | \$1,388.42 |
| C6 PP10 | \$1,373.05 | \$1,427.97 | \$1,485.09 |
| C5 PP11 | \$1,409.50 | \$1,465.88 | \$1,524.52 |
| C4 PP12 | \$1,435.32 | \$1,492.74 | \$1,552.45 |
| C3 PP14 | \$1,512.84 | \$1,573.35 | \$1,636.28 |
| C2a PP15 | \$1,564.41 | \$1,626.99 | \$1,692.07 |
| C2b PP17 | \$1,607.38 | \$1,671.68 | \$1,738.54 |