

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Logan City Council

AND

The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch,
Union of Employees (APESMA)

The Australian Workers' Union of Employees, Queensland

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

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

The Electrical Trades Union of Employees Queensland (ETU)

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

Queensland Services, Industrial Union of Employees

Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

Queensland Nurses and Midwives' Union of Employees (QNMU)

(Matter No. CB/2025/108)

LOGAN CITY COUNCIL CERTIFIED AGREEMENT 2025

Certificate of Approval

On 19 September 2025, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016* (Qld):

Name of Agreement: **LOGAN CITY COUNCIL CERTIFIED AGREEMENT 2025**

Parties to the Agreement:

- Logan City Council
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA)
- The Australian Workers' Union of Employees, Queensland
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMEPKU)
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- The Electrical Trades Union of Employees Queensland (ETU)
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- Queensland Services, Industrial Union of Employees
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

- Queensland Nurses and Midwives' Union of Employees (QNMU)

Operative Date: 19 September 2025
Nominal Expiry Date: 1 July 2028
Previous Agreement: Logan City Council Certified Agreement 2022
Termination Date of Previous Agreement: 19 September 2025

By the Commission

J.M. POWER
Industrial Commissioner

19 September 2025

LOGAN CITY COUNCIL

Certified Agreement

2025

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PART 1: ABOUT THE AGREEMENT

1.1 Title

This Agreement will be known as the Logan City Council Certified Agreement 2025.

1.2 Purpose of this Agreement

- 1.2.1 To provide a modern framework for management, Unions, and employees, to work together towards improving competitiveness and productivity in all areas of Logan City Council's operations and the job satisfaction and morale of Logan City Council's employees.
- 1.2.2 The shared aims are to provide benefits to:
 - a) Logan City Council, by producing a more competitive, flexible, responsible organisation through modernisation of existing work practices and arrangements with the major intent of continuously improving work processes;
 - b) Employees covered by this Agreement, through improved salaries and conditions; and
 - c) The Logan City community, through a greater client focus on service delivery, increased value for money and a more efficient and effective Council.

1.3 Leadership, Culture and Health & Safety

- 1.3.1 The Parties agree that productivity is enhanced and the wellbeing of the employees promoted through the active participation in leadership and culture promoted activities. To this end, employees will be actively encouraged to participate in appropriately developed leadership and culture development programs.
- 1.3.2 It is acknowledged that the provision of a safe and healthy work environment will lead to the reduction in accidents, illness, injury and compensation costs while at the same time improving the quality of working life. To achieve a safe and healthy workplace and the adoption of safe work practices, the full provisions of all relevant Workplace Health & Safety legislation and Council policies will be implemented.
- 1.3.3 Council will conduct and maintain an ongoing and pro-active education and training program in all aspects of workplace health and safety including psychological health outcomes. This will be a program whereby all employees within Council, including new starters, will be given an opportunity to gain knowledge of workplace health and safety issues and will embrace such issues as an inherent part of their job function. The JCC will be provided with all relevant data which identifies the incidence and trends of all workplace health and safety occurrences in Council. Council will initiate appropriate strategies to remove any adverse trends. All employees will commit themselves to the initiated strategies and set objectives.
- 1.3.4 Employees will be encouraged to participate in activities which will promote healthy lifestyles, inclusive of annual flu vaccinations. Employees will be provided with the opportunity to participate in a program for flu immunisation that operates within Council.
- 1.3.5 An employee required to engage in activities which may expose them to silica dust, or to work in close proximity to employees engaging in activities which may expose them to silica dust, will be provided with, and must use and engage with, all necessary safeguards as required by the appropriate occupational health authority and relevant legislation. Where such safeguards include the mandatory wearing of protective equipment, such employees will be permitted to choose from a selection of facial PPE supplied by Council.

1.4 Parties to the Agreement

The Parties to this Agreement will be Logan City Council and its employees and the following Unions:

- a) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
- b) The Australian Workers' Union of Employees, Queensland;
- c) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;

- d) The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland;
- e) The Electrical Trades Union of Employees Queensland;
- f) Plumbers & Gasfitters Employees' Union Queensland;
- g) Queensland Services, Industrial Union of Employees;
- h) Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and the
- i) Queensland Nurses and Midwives' Union.

1.5 Date and Period of Operation

- 1.5.1 This Agreement will operate from the first full pay period commencing after the date of certification and will remain in force until 1 July 2028.
- 1.5.2 The Parties agree to re-open negotiations no more than 6 months prior to the expiry date of this Agreement with a view to negotiating and settling a replacement Agreement.
- 1.5.3 Council agrees to consult with all Parties prior to entering into negotiations for a new Agreement on the format that negotiations for the new Agreement will take.

1.6 Coverage of this Agreement

- 1.6.1 This Agreement will apply to all employees of Logan City Council subject to the Awards and Agreements contained in Clause 1.7, provided that this Agreement will not apply to the Chief Executive Officer (CEO), Directors or Managers engaged under Council's Executive Performance Management Scheme.

1.7 Relationship to Parent Awards and Agreements

- 1.7.1 This Agreement will be read and applied wholly in conjunction with the terms of the Parent Awards as listed below, provided that where there is any inconsistency between this Agreement or any Local Area Agreements under this Agreement and the Award, this Agreement or the Local Area Agreement will prevail to the extent of that inconsistency. Where this Agreement is silent, the relevant parent Award will apply.
- 1.7.2 Parent Awards:
 - a) Queensland Local Government Industry (Stream A) Award – State 2017.
 - b) Queensland Local Government Industry (Stream B) Award – State 2017.
 - c) Queensland Local Government Industry (Stream C) Award – State 2017.
 - d) Order – Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003.
- 1.7.3 Local Area Agreements:
 - a) Logan City Council Waste Transfer Station Operator Local Area Agreement.
 - b) Logan City Council Venues and Events Local Area Agreement.
 - c) Logan Water - Integrated Service Hub Local Area Agreement
 - d) Agreement to pay accumulated sick leave.

1.8 No Extra Claims

The Parties agree that, other than as provided under the approved Local Area Agreement process or as reflected in this Agreement, this Agreement constitutes a closed Agreement in settlement of all claims in relation to the terms and conditions of employment of employees to whom it applies and that the employees and Unions party to this Agreement and Council will not pursue further claims during the term of this Agreement. This clause does not preclude increases that may occur as a result of reclassifications under the Award.

1.9 Implementing Local Area Agreements (LAAs)

- 1.9.1 The Parties recognise the need for “across the board” arrangements as outlined in this Agreement, together with supporting Local Agreements which address issues of concern for specific sections of the workforce.
- 1.9.2 Accordingly, it is intended that this be an overarching Agreement and that, progressively, a series of Local Area Agreements (hereafter called “LAAs”) may need to be developed to ensure that all Employees and Council have the opportunity and flexibility necessary to be able to provide services which are viable, cost effective and competitive within certain work groups.
- 1.9.3 The aim of the LAA is to allow sufficient flexibility for those specific sections of the workforce so that Council can provide cost effective and competitive services.
- 1.9.4 LAAs are not intended to supplant or in any way derogate from the minimum work conditions set out in the parent Agreement. The Parties recognise that a LAA may vary the conditions of employment; however, when viewed as a whole, the Employee must not be in an inferior overall position in terms of conditions than they would be under the terms of this Agreement or the relevant Award.

1.10 Process for LAAs

- 1.10.1 LAAs will be encouraged and implemented subject to the following requirements:
- 1.10.2 The majority (65%) of Employees covered by the introduction of a LAA must agree to the change.
- 1.10.3 The LAA will be in writing and will be subject to Agreement between the Council and the relevant Union(s) and signed by the Council and Branch/State Secretary of the relevant Union(s).
- 1.10.4 Development of the LAA will involve the Council, Council Employees directly affected and relevant Union/s.
- 1.10.5 The scope of areas covered by the LAA may include all of a service unit or a section or group of employees as determined by the Parties. A LAA will not be made in respect of an individual Employee.
- 1.10.6 Where local initiatives have implications for other Branches, employee representatives from those Branches will be invited to participate in the discussions.
- 1.10.7 Where local initiatives seek to alter the Award or this Agreement, the LAA will specify the clauses of the relevant Award and/or this Agreement to be overridden as a consequence of the operation of the LAA.
- 1.10.8 It is acknowledged by the Parties that any Local Area Agreements agreed to during the life of this Certified Agreement will not form a part of this Certified Agreement, unless a variation to this Certified Agreement is made to incorporate its terms. However by approval of the relevant Union(s), a new LAA developed during the life of this Certified Agreement may come into operation prior to the Agreement’s expiry, provided it does not disadvantage the employees involved.
- 1.10.9 All existing LAAs will form part of this Agreement. Refer to Part 9 to Part 11 (inclusive) of this Agreement.
- 1.10.10 The content of the LAA may be extensive and will examine all areas of employment conditions which may be considered relevant to the improved and continuous efficiency and effectiveness of the workplace.
- 1.10.11 Any dispute relating to the operation of a LAA will be managed in accordance with the agreed procedures and the timelines under the Avoidance, Resolution and Settlement clause of this Agreement.
- 1.10.12 During the life of this Agreement, if the Parties determine a LAA is required, consultation with the relevant Union will occur in regard to the process and content of such Agreement(s).

1.11 Definitions

- 1.11.1 The following terms used throughout this Agreement will have the meanings given below:

“Act” will mean the Industrial Relations Act 2016.

“Award” will mean any or all of the relevant Parent Awards as defined in clause 1.7.2 of this Agreement.

“Call Out” will mean the time from when an on call employee receives notification to commence emergency work until the time the employee returns home.

“Commission” will mean the Queensland Industrial Relations Commission.

“Council” means Logan City Council.-

“CPI” will mean the annual rate for the Brisbane Consumer Price Index (CPI) as published for the March quarter each year.

“Emergency Work” will mean work that is required to be performed in emergent or unforeseen circumstances. Emergency work is not programmed work.

‘Leadership’ for the purpose of Agreement Allowances as cited throughout this document, will mean an employee who has one or more employees, other than a trainee or apprentice, permanently assigned to them in our Human Resource Information System, except Stream C Coordinator and Stream C Nurse positions.

“Long Parental leave” will have the meaning of long-birth related leave as set out in the Act.

“On Call” will mean that an employee is rostered to be available to respond within a reasonable time to a request to attend for emergency work which is in accordance with the employee's Position Description responsibilities and role.

“Order” will mean the industrial instrument - Order – Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003.

“Part Day On Call” will mean where an employee is required on call for part of a day due to a handover day. For the avoidance of doubt, this is not applicable on days where ordinary hours are completed as well as any on call.

“Public Holiday” will mean the declared public holiday(s) in the state of Queensland relevant to the Logan City area.

“QES” will mean the Queensland Employment Standards as set out in the Act.

“Remote On Call” will mean where an employee is only required to perform emergency work remotely.

“RDO” will mean Rostered Day Off.

“Short parental leave” will have the meaning of short birth-related leave as set out in the Act.

Non continuous shift worker means an employee:

- That works their ordinary hours outside or partly outside the ordinary span of hours; and
- Is employed on a roster that includes 2 or more shifts (day, afternoon or night) per day; and
- Is rostered to rotate between those shifts each fortnight.

‘Week’ will commence from 00:01 Monday to 00:00 Sunday.

PART 2: HOURS OF WORK

2.1 Hours of Work – General

- 2.1.1** At Council, the ordinary hours of work for all employees will be Monday to Friday (inclusive) with the span of ordinary hours between of 6.00 am and 6.00 pm. Ordinary hours may be worked up to a maximum of 10 hours per day.

The ordinary hours of work are:

| Stream | Ordinary Hours of work |
|--|--|
| Stream A employees | 72.5 hours per fortnight |
| Stream B employees | 76 hours per fortnight |
| Stream C employees | 76 hours per fortnight |
| Stream C Nurses | 72.5 hours per fortnight |
| Stream A employees who supervise Stream B or C employees | 76 hours per fortnight where required by the business. |

- 2.1.2** By agreement with an individual employee or work group, the ordinary hours of work may be adjusted as follows:

- Stream B or C employees – 72.5 ordinary hours per fortnight, and
- Stream A employees - 76 ordinary hours per fortnight.

The ordinary hours of work will be determined in consideration of operational requirements, resourcing, ordinary hours worked by a work group etc. Consideration will be given to an individual's genuine family responsibilities or personal commitments.

Employees who work the adjusted ordinary hours will be remunerated in accordance with the relevant wage schedules at Part 13 (72.5 hour) and Part 14 (76 hours).

At Council's request and by mutual agreement with the employee, an employee may work up to 80 hours per fortnight, with any additional hours above the ordinary hours of work to be paid at 150% the hourly rate. An employee working additional hours, may be required to work such hours over a 10 day fortnight in accordance with clause 2.7.

2.2 Alteration of Span of Hours

Where there is agreement between Council and the majority of directly impacted employees, and where relevant their Union, the span of hours may be adjusted as follows:

- 4am to 8pm Monday to Sunday (inclusive); and
- Midnight to midnight Monday to Sunday (inclusive) for road work crews where it is identified operationally that there is benefit to the community for night works to be undertaken to avoid disruption and ensure productivity.

Where an employee's ordinary hours of work are altered in accordance with this clause, the employee will be paid for the hours which fall outside of 6am – 6pm, Monday – Friday inclusive, as follows:

- Monday to Friday - time and a half
- Saturday Stream A – time and a half
- Saturday Stream B & C - time and a half for the first 3 hours, double time thereafter
- Sunday – double time, with a minimum 3-hour duration.

Alteration of span of hours in accordance with this clause will not be considered to be an introduction of shift work and accordingly shift loadings will not apply.

2.3 Introduction of continuous or non-continuous rotating shift work

Council may require specific work to be performed on the basis of shift work that regularly rotates. Prior to implementing a system of continuous or non-continuous shift work, consultation will take place between the employer and the directly affected employees, and where relevant their Union. Implementation of shift work for office Based Stream A Award employees will be in accordance with the Award. Where shift work is introduced, employees will be entitled to shift penalties in accordance with the relevant Award.

2.4 Rostered Day Off (Full Time Employees)

- 2.4.1 Unless otherwise agreed, full time employees will be entitled to one Rostered Day Off (RDO) in each fortnight. The RDO will be either a fixed Monday or Friday as mutually agreed.
- 2.4.2 An RDO may be a mid-weekday if requested by the employee and agreed to by Council.
- 2.4.3 This sub-clause will apply to Council's Customer Service and Information Branch and may apply to other Branches in Council following consultation with the JCC and the relevant unions.

Council may decide that an employee will have a mid-weekday RDO if there is specific operational or customer service requirements which necessitate uniform staffing levels across the working week. In this circumstance expressions of interest to have a mid-weekday RDO will be sought in the affected area.

- 2.4.4 Council and an employee may agree to change the day on which an RDO is taken.
- 2.4.5 Other days off within the fortnight are referred to as scheduled days off. Unless agreed by Council, where employees have more than one day off each fortnight, the first weekday off will be treated as the RDO.
- 2.4.6 Where an RDO falls on a public holiday, the RDO will be moved to either the working day before or the working day after the public holiday. For the avoidance of doubt only the one RDO within the fortnight attracts this provision. Other scheduled days off do not. RDOs will not be moved to enact this provision.
- 2.4.7 The Council and an individual employee and/or the majority of employees concerned may agree to accrue up to a maximum of 5 rostered days off. Where such Agreement has been reached, the accrued rostered days off will be taken within 12 calendar months of the date on which the first RDO was accrued. Consent to accrue or change rostered days off will not be unreasonably withheld by either party.
- 2.4.8 Where the agreement to bank an RDO is not reached, and an employee is directed to work on an RDO without the ability to take an alternate date off then all work performed on an RDO in such circumstances will be paid for at overtime rates.
- 2.4.9 Pay-Out of Existing Banked Rostered Days Off

If an employee moves to a 10-day fortnight arrangement and has Banked RDOs, they will have their Banked RDOs paid out at ordinary time rates in the first full pay period, following the change.

2.5 Individual Flexible Working Arrangements

- 2.5.1 An employee may request an individual flexible working arrangement in line with the Industrial Relations Act.
- 2.5.2 Where an employee requests an individual flexible work arrangement which allows them to work their ordinary hours of work outside the ordinary span of hours, those hours that fall outside the span will be paid at the employee's ordinary hourly rate. To avoid any doubt, clause 2.2 will not apply

2.6 Time Off in Lieu/ Overtime

- 2.6.1 All Council employees who are required to work overtime, will be paid for that overtime at the appropriate overtime rate. By mutual agreement, employees may bank TOIL rather than be paid overtime.

- 2.6.2 Overtime rates are specified in the Awards and this Agreement. To the extent of any discrepancy, this Agreement applies.
- 2.6.3 Within 4 months from commencement of this Agreement, any employee who has accrued Time Off in Lieu of Overtime (TOIL) under a preceding Agreement, but who has not yet taken that TOIL, will have it paid out at the appropriate overtime rate.

2.7 Key Positions

- 2.7.1 Council may exclude employees defined in clause 2.4 from this arrangement in accordance with the following criteria and processes:
 - a) There is a regulatory or legislative requirement for the position to be worked over a 10 day fortnight; or it would assist Council's efficient operation.
 - b) The type of work or specialisation required to be performed by the employee is beyond the capacity of the resources of other employees at Council and alternative arrangements utilising other employees cannot be made without adversely affecting productivity and/or service levels of Council.
 - c) The removal of employees from the 9 Day Fortnight Arrangement will not be used to avoid increasing employees' requirements to meet developing work demands or to circumvent the availability and delivery of training to other employees. Equally, and subject to Clauses (d, e and f) hereof, the retention of a person in a Key Position on the 9 Day Fortnight should not require additional or temporary employees to cover the absence of the officer on an RDO, nor the provision of training exceeding normal developmental standards generally expected in the context of the relevant Award and this Agreement.
 - d) Council will provide the relevant Union with a list of Key Positions to which this criteria applies on a quarterly basis. A review of the Key Position Register will be undertaken quarterly through the JCC process to ensure the continuing applicability of the 10 day fortnight criteria. Key Positions may be nominated to a maximum of 100, as approval by the CEO, if the positions meet the above criteria and following consultation with the relevant Union. Positions may be deleted following consultation with the relevant Union if the position circumstances change and they no longer meet the Key Positions Criteria.
 - e) Should the maximum 100 key positions be reached the Parties agree to consult in relation to the operation of the cap, with the objective of adjusting the 100 key position limit in line with increases to Council's staff establishment. Where Council's establishment, on a year to year basis, grows, the JCC agrees to consult with the relevant Unions about increasing the cap to meet relativity requirements.
 - f) If an occupied Key Position is currently worked on a 9 day fortnight, this will remain in force and only convert to a 10 day fortnight if the existing incumbent is prepared to do so on a voluntary basis or when the position next becomes vacant. Council will monitor the work expected to be performed by incumbents in Key Positions to ensure they continue to meet the Key Position Criteria.
 - g) Council will provide an employee who occupies a Key Position and who works a 10 day fortnight with a salary loading of 10% of the appropriate salary point of the substantive grading for their position.

2.8 Libraries & Creative Industries Branch Hours Stream A employees

- 2.8.1 This clause, 2.8 applies to employees who work in the Libraries & Creative Industries Branch who are covered by the Stream A Award.
- 2.8.2 The 9 Day Fortnight Arrangement will not be applicable to those employees engaged in Council's Libraries and Creative Industries Branch performing shift work in accordance with the Award.

- 2.8.3 The Parties acknowledge that a number of Libraries and Creative Industries Branch positions (maximum of 20) may be required to operate on a regular rostered Tuesday to Saturday work arrangement, while other positions in this area will continue to be employed on a Monday to Friday basis.
- 2.8.4 Employees currently working Monday to Friday may only have their hours altered by mutual Agreement.
- 2.8.5 The incumbents rostered to work Tuesday to Saturday shifts, are required to cover the spread of hours from 8.00 am to 8.08 pm. Employees required to finish any shift after 6.00 pm, will be paid a shift premium of 15% in addition to the employee's ordinary rate of pay for that day.
- 2.8.6 Where an employee is required to work a shift commencing on a Saturday as part of the normal Tuesday to Saturday shift roster, they will qualify for payment at their ordinary rate of pay for that day plus a 50% loading.
- 2.8.7 Employees required to work on a permanent Tuesday to Saturday shift arrangement will be paid for their annual leave at their projected roster rate when they proceed on such leave.
- 2.8.8 Employees engaged to work on the Tuesday to Saturday roster will be paid at single time rates or time off in lieu, by mutual Agreement, for statutory holidays which fall on a Monday.

2.9 Casual Employees

- 2.9.1 A casual employee is one engaged and paid as such for a maximum number of hours as per clause 2.1.
- 2.9.2 All other provisions will apply in accordance with the provisions of the relevant section of the Award unless specifically varied in this Agreement.
- 2.9.3 Council guarantees that casuals will not be used to reduce the number of permanent full time, part time or temporary employees in Council.
- 2.9.4 Casual Employees (other than Nursing Services)

Casual employees will be engaged under the full provisions of the Award provided that casual employees engaged the 'Hours of Work' provisions set out in clauses 2.1 to 2.7, before overtime rates apply.

Nursing Services Casual Employees under this Agreement will work and be paid according to the starting and ceasing times of:

- a) Nursing Services employees are regularly engaged to deliver services to the community outside the standard "Hours of Work" set out in clauses 2.1 to 2.7.
- b) Accordingly, for Nursing Services employees who are engaged by Council on a casual basis and whose hourly rates are included in Part 13 of this Agreement, their hours or work, penalty rates and overtime rates are calculated in accordance with Division 2 – Section 3 of the Local Government Industry Award - Stream C - Nursing Services.

2.10 On Call & Call Out Objectives

- 2.10.1 For the purpose of clause 2.10 On Call & Call Out Objectives, a day is defined as 24 hours from commencement of on call duties.
- 2.10.2 The objectives of this provision are specifically to:
 - a) Recognise the criticality of the call out service and the importance of reasonable reimbursement for service provision;
 - b) Establish clarity and consistency across the Awards stated in Clause 1.7 of this Agreement, with regard to on call and call out allowance entitlements and payments;
 - c) Ensure provision of, and retention of employees to deliver, a functional on call service, with full employees participation and commitment to support a team approach to service delivery; and
 - d) Assist in efforts over time to achieve greater level of consistency in on call and call out arrangements for employees employed under various awards across Council.

2.10.3 On Call Communication & Transport

- a) Subject to current Council policy and practice, employees who are placed on an on call roster will be provided with effective network communication equipment and transport while on call.

2.10.4 On Call Allowance

- a) Council may require an employee to be on call, or to perform work outside of the employee's agreed scheduled ordinary working hours, in accordance with an agreed roster and in accordance with the employee's Position Description responsibilities and role.
- b) An employee on call is required to hold themselves available to perform emergency work if required by Council. An employee rostered to be on call will be paid an allowance of:
 - i) \$60.00 per day for 'On Call', where an employee is on call and may be required to travel to a workplace to perform necessary emergency work.
 - ii) 50% of 'On Call' for 'Part Day On Call', where an employee is required on call for part of a day due to a handover day. For the avoidance of doubt, this is not applicable on days where ordinary hours are completed as well as any on call.
 - iii) 75% of 'On Call' for 'Remote On Call' where an employee is only required to perform emergency work remotely.

The 'On Call' Allowance will be increased annually as follows:

| Allowance | At Certification | Rate From July 2026 | Rate From July 2027 |
|-------------------------|------------------|---------------------|---------------------|
| On Call | \$60 | \$61 | \$62 |
| Part day On Call | \$30 | \$30.50 | \$31 |
| Remote On Call | \$45 | \$45.75 | \$46.50 |

- c) Any person who cannot be reasonably contacted or refuses to perform any on call duties for any reason on any day will forfeit the on call allowance for that day.
- d) If an employee is required to be on call on a Public Holiday, including part day Public Holiday(s), e.g. Christmas Eve after 6pm, the employee leave records will be credited with 1 additional ordinary time day for each Public Holiday. When this time is taken as leave, the employee will be paid the equivalent of a day's pay at their ordinary rate of pay.
- e) Employees may at any time request to cash out part or all of their On Call Leave accrual.
- f) If an employee is or becomes unfit to perform work (i.e., claims sick leave) for their ordinary hours of work they will be considered unfit to perform on call duties after hours, regardless if these duties are performed from home or not, unless they provide a certificate from a suitably qualified medical professional providing both the confirmation the employee is unfit for duty for their ordinary working hours and that they are fit to perform work outside of ordinary hours. For the sake of clarity, each day will be considered alone for the purposes of this clause.

2.10.5 Call Out Payment

- a) For the sake of clarity, the word 'Call Out' applies to both emergency work performed remotely and in person on site.
- b) If an employee, regardless of whether they are in receipt of a call out allowance, is required to travel to a workplace to perform necessary emergency work, all work

performed by the employee will be paid from the time of notification of the call out until the time the employee returns home. The payment received in these circumstances will not be less than a minimum payment of 3 hours at double time.

- c) Where an employee, regardless of whether they are in receipt of a call out allowance, is called upon to perform emergency work remotely or from home, all work performed on that day will be at the prescribed overtime rates under the relevant Award, from the time the employee commences the emergency work until such time the employee finishes the work. If an employee is required to perform work on one or more occasions in any one day the payment received for that day will not be less than one half hour at the overtime rates prescribed under the relevant Award.
- d) An employee will not be entitled to a minimum payment in respect of each call-out on the same day, or overnight, unless the equivalent hours equal to the minimum payment has elapsed, from the time when the employee had been previously recalled to work.
- e) Overtime worked by an employee in respect of this clause, will not be regarded as overtime for the purposes of clause 2.11 of this Agreement where the actual time worked is less than 2 hours on such call out or on each subsequent call out.
- f) For the avoidance of doubt, planned overtime agreed in advance between an employee and Council is not within the scope of this clause and the relevant Award minimum payments will apply.

2.11 Overtime Fatigue Break

- 2.11.1 An employee who works so much overtime between the termination of the employee's ordinary work on 1 day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times will, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 2.11.2 If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee will be paid double rates until the employee is released from duty for such period until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 2.11.3 Overtime worked in the circumstances specified, including while on remote on call, will be regarded as overtime, when:
 - a) the aggregated actual time worked is more than 2 hours on such call outs, or
 - b) at least one call out was received between the hours of 11pm and 4am.

For the avoidance of doubt, overtime worked that does not meet the criteria above will not be regarded as overtime for the purposes of a fatigue break.
- 2.11.4 In instances where on call employees receive a call out after 4am but prior to their ordinary start time, the employee's ordinary hours of work for the day can commence at the conclusion of this call out. In these instances, the employee will conclude their ordinary day after the total number of ordinary rostered hours have been worked.
- 2.11.5 For hours worked outside of the ordinary span of hours (as referenced in Part 2) this will be compensated for at the relevant Award penalty rate. For the avoidance of doubt, any subsequent call out which may occur once ordinary hours have commenced will continue to be paid at Award penalty rates, not on call penalty rates. Any time worked after the total number of rostered ordinary hours for the day have been worked, will be paid at the relevant overtime rates.

PART 3: LEAVE PROVISIONS

3.1 Leave Provisions – General

Leave provisions for all employees will apply in accordance with the provisions of the Act and supplemented by the Award unless specifically modified in this Agreement.

3.2 Equity of Long Service Leave and Personal Leave Entitlements

Council commits to the equalisation to Long Service Leave and Personal Leave entitlements to the standard prescribed by the *Queensland Local Government Industry (Stream A) Award – State 2017*.

3.3 Personal Leave

3.3.1 This section applies to employees other than casual employees.

3.3.2 Personal Leave may be taken as Sick Leave or Carer's Leave.

3.3.3 Entitlement to Personal Leave:

- a) For each year of service with Council (other than periods of employment as a casual employee), an employee is entitled to 15 days' of paid Personal Leave.
- b) Personal Leave may be taken for a part day.
- c) The definition of a 'day' for the purposes of this clause has the meaning in the 'Division 6 – Personal Leave' of the Act.
- d) Sick Leave is available to an employee, other than a casual employee, when they are absent due to personal illness or injury.
- e) Carer's Leave is available to an employee, other than a casual employee, for the purposes of caring, in line with Award conditions, 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.
- f) 'immediate family' of a person means:
 - i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the person; or
 - ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the person.
- g) If an immediate family member or member of an employee's household is admitted to hospital, employees may take a maximum of one day's Carer's Leave to accompany and support that person during the hospital admission.

3.3.4 Accrual of personal leave

- a) An employee's entitlement to paid personal leave accrues progressively during a year of service (other than periods of employment as a casual employee of Council) according to the employee's ordinary hours of work and accumulates from year to year.
- b) Unused, accrued personal leave, is not paid out to the employee when the employment ends.
- c) Personal leave is exclusive of a public holiday that falls during the leave.

3.3.5 Using personal leave for Preventative Health or routine Medical Appointments

- a) Employees will be entitled to access sick leave of up to 3 days of their accrued Personal Leave in any 12 – month period for the purpose of attending preventative health or routine medical appointments with a Registered Health Practitioner, as defined by the Australian Health Practitioner Regulation Agency.
- b) Employees should request to take personal leave for preventative health or routine medical appointments with their supervisor as soon as practicable,

however with at least 3 days prior to the appointment and provide an estimate of the time the employee expects to be absent. In exceptional circumstances, this notice period may be reduced.

- c) The absence on this personal leave should only be for a period that reasonably covers the appointment time, and travel to and from the appointment.
- d) Employees may be required to provide evidence of their attendance at these appointments. When on absenteeism management, an Employee will be required to provide this evidence for each instance of sick leave taken for preventative health.

3.4 Program to Pay out Accumulated Sick Leave

- 3.1.1 To promote productivity and encourage employees to reduce the amount of personal leave they take, employees are able to enrol in a voluntary program enabling them to have a portion of their accrued personal leave paid out.
- 3.1.2 If an employee wishes to register for this voluntary program, they should do so through Payroll.
- 3.1.3 An employee's registration will be ongoing but can be withdrawn at any time by advising Payroll in writing.
- 3.1.4 The program provides that for every 5 days of personal leave an employee has accrued, they are able to have one of those sick leave days paid out. Each day that is paid out is deducted from the employee's personal leave accrual.
- 3.1.5 Following assessment of an enrolled employee's personal leave day use and accrual over the previous 12 months, personal leave days will be 'paid out' as described above in the first pay period following the employee's sick leave anniversary date.
- 3.1.6 In this program an employee:
 - a) may have a maximum of 3 accrued personal leave days paid out in any one year.
 - b) may have a maximum of 2 accrued personal leave days paid out during an employee's first year.
 - c) Examples are set out in this table:

| Personal leave taken in the preceding 12 months | Personal leave days which may be paid out | Reduction in personal leave balance |
|---|---|-------------------------------------|
| 0 days | 3 days | 3 days |
| 1 to 5 days | 2 days | 2 days |
| 6 to 10 days | 1 day | 1 day |
| 11 to 15 days | Nil | Nil |

3.5 Sick Leave Taken Prior To RDO

In concert with Council's absenteeism reduction strategies, the Parties agree that, subject to local management approval, employees will be able to elect, in the situation where they fall sick in a fortnight period prior to them taking their RDO, that the employee will have the option of working the RDO rather than using their sick leave entitlement. Where this occurs, the employee will receive their ordinary time earnings for the RDO worked and not overtime.

3.6 Sick leave Credit To Annual Leave

- 3.6.1 Employees who have been incapacitated during periods of annual leave, may claim a credit for that annual leave from their sick leave entitlements, provided that they produce an original copy of a signed medical certificate from a duly qualified Medical Practitioner stating the duration of the incapacity and covers a minimum of 1 working day for that employee. Where this occurs the employee's annual leave entitlement and sick leave entitlement will be re-credited accordingly.

- 3.6.2** This clause will not apply if the illness was caused, or contributed to, by the employee's own negligence or their participation in sport, games or other activities in respect of which such employee receives any payment by way of fee or bonus.

3.7 Sick Leave Absenteeism Strategy

- 3.7.1** The Parties acknowledge that personal leave entitlements are designed to assist and protect employees who are genuinely ill or injured.
- 3.7.2** Managers or another direct line supervisor of the employee have access to specific absenteeism data relating to employees in their specific Branch and are required to manage sick leave absenteeism, in their area of control, on an ongoing basis.
- 3.7.3** Managers or another direct line supervisor of the employee will review absenteeism data as it relates to employees under their control to determine any particular patterns emerging with respect to sick leave taken. This does not include Carer's leave.
- 3.7.4** The following will constitute particular patterns:
- a) 1 or 2 full day absences either side of an RDO or a weekend or public holiday amounting to 4 or more occurrences in any 12 month period.
 - b) 1 or 2 full day absences on a regular basis amounting to 5 or more occurrences in a 12 week period.
 - c) 1 or 2 full day absences totalling 10 days or more in any 6 month period.
- 3.7.5** If any or all of the patterns above are occurring Managers or another direct line supervisor of the employee will, in consultation with Council's People and Culture Branch:
- a) Meet with the employee to bring the pattern to the employee's attention;
 - b) Seek to understand any reasons for the absences that have led to the pattern;
 - c) Where reasonable provide the employee with the required support to enable them to address the pattern;
 - d) If appropriate, require the employee to submit a medical certificate or a Statutory Declaration for any or every subsequent absence on sick leave, before payment of sick leave is made for the following 12 month measuring period; and
- 3.7.6** Monitor the employee's absences for the following 12 months and provide updates to the employee as to their progress in addressing the pattern. In the event that a recurring pattern is observed in the subsequent 12 months Council may commence a formal process through the appropriate Management Directive(s).
- 3.7.7** Where, in consultation with the employee, it is determined that the services of Council's Employee Assistance Program may assist in re-establishing normal work patterns, employees will accept referral as an appropriate remedial action. Corporate absenteeism figures will also be reported to the JCC on a quarterly basis to enable the Parties to determine relevant strategies and actions to address emerging trends.
- 3.7.8** The above procedure does not operate to withdraw the Council's right to take termination action or other disciplinary action against any officer if that officer has been found guilty of filling out a false sick leave application form and claiming sick leave pay when that person was not genuinely sick.
- 3.7.9** Employees who are members of a recognised Union may request their Union Representative to be present at the interview in relation to absenteeism where managing diminished performance or discipline is being contemplated.

3.8 Carers Leave

- 3.8.1** Any amount of an employee's personal leave accrual may be used as carer's leave, which is leave for the purposes of providing care for an immediate family or household member. For the purposes of this clause the term immediate family includes:
- a) Spouse, (including a former spouse, a de facto spouse and a former de facto spouse of the employee);

- b) Child (including adopted child, foster child, step child or an ex-nuptial child) of the employee;
- c) Parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- 3.8.2** Notwithstanding clause 3.8.1 above, provided that a member of the immediate family or household is admitted to hospital, carer's leave, of not more than one day on each occasion, will be granted under this provision to enable the employee to accompany and support the immediate family or household member.
- 3.8.3** The employee will, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 3.8.4** The employee will, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- 3.8.5** An employee may take unpaid carer's leave by Agreement with the Council.
- 3.8.6** An employee taking unpaid carer's leave may with the consent of their employer work "make up time" under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided by the Award.
- 3.8.7** Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee will agree on the period. In the absence of Agreement, the employee is entitled to take up to 2 days (up to a maximum of 16 hours) of unpaid leave per occasion.
- 3.8.8** Casual employees are entitled to carers leave in accordance with the Act.

3.9 Annual Leave

- 3.9.1** This section applies to employees other than casual employees.
- 3.9.2** Entitlement to annual leave
 - a) For each year of service with Council (other than periods of employment as a casual employee), an employee is entitled to 4 weeks of paid annual leave.
 - b) An employee may access their entitlement for annual leave as it accrues.
 - c) An employee of Council is entitled to 5 weeks of paid annual leave for periods of service where the employee is a shift worker as defined under the Award or this Agreement.
- 3.9.3** Accrual of Annual Leave
 - a) An employee's entitlement to paid annual leave accrues progressively during a year of service (other than periods of employment as a casual employee of Council) according to the employee's ordinary hours of work and accumulates from year to year.
 - b) Unused, accrued annual leave, is paid out to the employee when the employment ends.
 - c) Annual leave is exclusive of a public holiday that falls during the leave.
- 3.9.4** Payment for Annual Leave
 - a) Employees who take annual leave will be paid for that leave on the day when they would have received their ordinary time wages had they not taken annual leave.

3.10 Annual Leave at Half Pay

- 3.10.1** An employee may apply to take their annual leave accrual at half pay. When annual leave is taken at half pay, deductions from leave credits will be halved.
- 3.10.2** An application to take annual leave at half pay is subject to consideration of the operational needs of Council and management approval. Council will not unreasonably withhold agreement to such an application.
- 3.10.3** An employee may apply to take up to 2 full-time weeks of annual leave at half pay, over a total period of 4 weeks in a calendar year.
- 3.10.4** For the period of annual leave at half pay, the employee's annual leave, long service leave and personal leave will accrue at 50% of their ordinary entitlement.
- 3.10.5** The period of annual leave at half pay will not affect the timing of eligibility to long service leave and any entitlement to annual wage increments.

3.11 Christmas Leave

- 3.11.1** This clause is to take effect from 1 January 2026, with the Christmas Leave clause at 3.11 of Logan City Council Certified Agreement 2022 to remain in place for the Christmas period of 2025.
- 3.11.2** In recognition of the discretionary effort from employees provided throughout the year, Council will provide a maximum of 4 days of paid ordinary time to all full and part time employees with a full year of completed service, to be taken during, and in order to facilitate a Christmas closedown period (excluding skeleton staff requirements) each year.
- 3.11.3** For the purposes of this clause a day will mean the ordinary hours of work rostered for a full or part time employee on the days identified as the Christmas closedown period.
- 3.11.4** Full and part time employees with less than a full year service will receive a proportionate amount of Christmas leave in their first year of service, in line with the date below. Any employee commencing on or after 16 November will not have any Christmas leave for that calendar year.

| Start Date prior to | Christmas leave days available |
|---------------------|--------------------------------|
| 14 February | 4 |
| 16 May | 3 |
| 15 August | 2 |
| 15 November | 1 |

- 3.11.5** Full and part time employees who take unpaid leave throughout the calendar year will have their Christmas leave days reduced in line with the following table:

| Amount of unpaid leave | Reduction of Christmas leave |
|------------------------|------------------------------|
| 44 weeks | 4 days |
| 33 weeks | 3 days |
| 22 weeks | 2 days |
| 11 weeks | 1 day |

- 3.11.6** Credited Christmas leave days will be applied in sequential order of the Christmas closedown days against the roster which falls on those days, with no residual credit recognised in instances where an individual's working day may not fall during that Christmas closedown period, or the quantum of the days may be larger or smaller during the Christmas closedown period.
- 3.11.7** In the event an employee does not have sufficient time to equal their normal roster during the Christmas closedown then they may take annual leave or banked RDO's to make up the equivalent time to their normal roster for that closedown period.
- 3.11.8** An employee requested to work during the Christmas period will have the option to take the equivalent ordinary time worked during the Christmas closedown period at a mutually convenient time prior to 15 March of the following year or have the leave paid out at a time of the employee's choosing but no later than the first full pay period of 15 March of the following year. All banked Christmas leave balances remaining will be paid to employees in the next pay run following 15 March.

- 3.11.9** An employee who leaves Council's employ during the year will forego any entitlement to Christmas leave for that year.

3.12 Long Service Leave at Half Pay

- 3.12.1** An employee may apply to take their long service leave entitlement at half pay. When long service leave is taken at half pay, deductions from leave credits will be halved.
- 3.12.2** Approval of an application to take long service leave at half pay is subject to consideration of the operational needs of Council and management approval. Council will not unreasonably withhold agreement to such an application.
- 3.12.3** An application to take long service leave at half pay must be for a minimum of 2 weeks at half pay, utilising one week of full-time long service leave.
- 3.12.4** For the period of half pay, the employee's annual leave, long service leave and personal leave will accrue at 50% of their ordinary entitlement during the period of half pay.
- 3.12.5** The period of long service leave at half pay leave will not affect the timing of eligibility to long service leave and any entitlement to annual wage increments.

3.13 Long Service Leave Taken as ordinary working week

- 3.13.1** The Parties have agreed that, and subject to Council's operational requirements, employees will be permitted to take Long Service Leave for a minimum period equivalent to one ordinary working week, including those agreed to as a flexible work arrangement, at any one time. This is conditional on the employee having completed sufficient continuous service and having an accrued Long Service Leave entitlement to cover such absence.
- 3.13.2** Long Service Leave may be taken than in less than one ordinary working week by agreement in extenuating circumstances, or as a part of an agreed transition to retirement arrangement.

3.14 Pro-Rata Long Service Leave

- 3.14.1** The Parties agree that upon the completion of an initial qualifying period of 7 years' continuous service with Logan City Council and immediately after the completion of such period, all eligible employees will become entitled to take pro-rata long service leave.
- 3.14.2** Applications for long service leave must be approved by the relevant Manager.
- 3.14.3** Application to take long service leave after 5 years.
- a) Despite clause 3.14.1, in certain circumstances, and at the sole discretion of the CEO, employees who have completed 5 years' continuous service with Council, may be able to take a period of long service leave up to the equivalent of their accrued long service leave entitlement. This leave must be taken in accordance with Clause 3.13 of this Agreement.
 - b) Any employee who takes long service leave in accordance with clause 3.14.3(a) agrees that in the event their employment with Council ends prior to their reaching 7 continuous years' service with Council, an amount equal to the value of the long service leave paid to the employee in accordance with section 3.14.3(a), will be owed by the employee to Council. The employee agrees that this amount can be deducted from the employee's accumulated leave entitlements and/or any salary/wages owing to the employee at the time of the termination of their employment. The employee agrees that any balance owing by the employee after they have left Council is a debt that the employee owes Council.
- 3.14.4** Portability of Long Service Leave accrual
- a) Where an employee has prior service with a relevant entity (see definition below), any credit of long service leave accrual with the relevant entity may be credited to the employee's long service leave accrual with Council. Any credit of long service leave accrual is subject to the relevant entity first providing Council with compensation equal to the value of the long service leave accrual to be credited.
 - b) Any credit of long service leave accrual received from a relevant entity is not included when calculating the required 5 years of continuous service required for an employee to benefit from section 3.14.3(a) unless compensation has been received from the relevant entity.

- c) A “relevant entity” in accordance with the Queensland Local Government Regulations 2012 is:
 - i. a local government; or
 - ii. a distributor-retailer; or
 - iii. a water entity; or
- d) another entity that is controlled or owned by a local government.

3.15 Paying Out of Long Service Leave Entitlements

- 3.15.1** The Parties have agreed that employees may seek the Agreement of Council to pay out long service leave.
- 3.15.2** This clause applies during an employee’s employment. It does not apply upon termination of employment.
- 3.15.3** Council and an employee may agree that the employee may be paid for all or part of the employee’s entitlement to long service leave, instead of taking the leave or part of the leave.
- 3.15.4** Any such agreement between Council and the employee is subject to the following:
 - a) the agreement must be in writing and signed by both the employee and the employer. Council must keep a copy of the signed agreement on file. No payment under this clause should be made by Payroll unless it has a copy of the signed agreement.
 - b) The employee is only entitled to be paid for all or part of the employee’s entitlement to long service leave if the employee has completed 7 years’ of continuous service with the employer.
 - c) If there is any change to the Act which prohibits Council from entering into such an agreement with the employee, then this clause has no effect.
- 3.15.5** When an employee takes long service leave it is counted as ‘service’. Any entitlement to long service leave which is paid out rather than taken, is not counted as ‘service’, and therefore does not accrue leave entitlements and does not attract an entitlement to superannuation.

3.16 Bereavement and Compassionate Leave

- 3.14.1** For the purposes of this clause the term immediate family includes:
 - a) Spouse, which includes a former spouse, a de facto spouse and a former de facto spouse of the employee; and
 - b) Child (including adopted child, foster child, step child or ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- 3.14.2** Council acknowledges that the above definition of immediate family or household member may not always cover the diverse and varying range of potential personal circumstances that may exist for employees in relation to family and caring responsibilities. Employees with extraordinary circumstances may make application for Bereavement Leave for the purpose of this clause to be determined at the discretion of Council.

3.17 Paid Bereavement and Compassionate leave Entitlement

- 3.17.1** A full time employee is entitled to up to 5 days bereavement leave on each occasion, and on production of satisfactory evidence (if required by the employer) of the death of either a member of the employee’s immediate family or household.
- 3.17.2** A part time employee is entitled to 5 days bereavement leave without loss of pay, up to a maximum of 40 hours on the same basis as prescribed for full time employees in clauses 3.17.1 and 3.17.3 except that leave is only available where a part time employee would normally work on any of the 5 working days following the death.
- 3.17.3** Where an employee is required to travel excessive distances to attend a funeral, Council is prepared, on compassionate grounds, to treat each case on its merits. This could result in employees receiving additional paid bereavement leave above their 5 days Award entitlement on each occasion there is a death of an immediate family or household member and excessive travel is involved within or outside of Australia.

3.17.4 Subject to Council's ability to provide service continuity, full time and part time employees will be entitled to attend the funeral for a current Council employee for which they maintained a close working relationship and have such time taken for this purpose recognised as paid bereavement leave. Notice of intention to attend the funeral must be given as soon as possible with approval to attend received prior to the date of the funeral.

3.17.5 Full time and part time employees are entitled to 2 days 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.

3.18 Unpaid Bereavement and Compassionate Leave Entitlement

3.18.1 Where a full time or part time employee has exhausted all bereavement or compassionate leave entitlements, including accumulated leave entitlements, the employee is entitled to take unpaid bereavement or compassionate leave. The employer and employee should agree on the length of the unpaid leave. In the absence of Agreement, an employee is entitled to take up to 2 days unpaid leave.

3.18.2 The employer and a casual employee will agree on the period for which the casual employee will be entitled to not be available to attend work. In the absence of Agreement, the casual employee is entitled to not be available to attend work for up to 48 hours (i.e., 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

3.18.3 An employer must not fail to re-engage a casual employee because the casual employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

3.19 Paid Parental Leave

3.19.1 Employees are entitled to parental leave in accordance with the Act.

3.19.2 Employees who have completed 12 months' continuous service with Council and are eligible to take 'Long Parental Leave' or 'Short Parental Leave' as defined under the Act, are entitled to paid parental leave in accordance with this clause.

3.19.3 An employee who is entitled to take 'Long Parental Leave' as defined under the Act is entitled to 14 weeks' of paid parental leave.

3.19.4 An employee who is entitled to take 'Short Parental Leave' as defined under the Act is entitled to 2 weeks' of paid parental leave

3.19.5 Paid parental leave is calculated based on the average weekly ordinary hours of the employee as paid to them over the preceding 12 months. Any period of unpaid leave, authorised by Council, is not included in calculating the average weekly wage.

3.19.6 Whilst on Paid Parental Leave an employee's entitlements continue to accrue as if they were at work.

3.19.7 Employees who are entitled to take parental leave may apply to take parental leave at half pay.

3.19.8 For the period of parental leave at half pay, the employee's annual leave, long service leave and personal leave will accrue at 50% of their ordinary entitlement.

3.19.9 The period of parental leave at half pay will not affect the timing of eligibility to long service leave and any entitlement to annual wage increments.

3.20 Domestic and Family Violence Leave

3.20.1 Council is committed to supporting employees who are experiencing domestic violence.

3.20.2 An employee, including a casual employee, is entitled to 20 days of Domestic and Family Violence (DFV) leave on full pay in a year if –

- a) the employee has experienced domestic violence; and
- b) the employee needs to take domestic and family violence leave as a result of the domestic violence.

- 3.20.3** A casual employee's day of DFV leave available is calculated as one fifth of the number of ordinary hours worked for the week, averaged over the last 6 weeks.
- 3.20.4** The entitlement to DFV leave in this clause may be taken in accordance with the Act.
- 3.20.5** Council commits to ongoing implementation of strategies which will help to assist and protect employees who are experiencing domestic violence.

3.21 Cultural Leave

Council recognises that diversity enhances the workplace and aids equal opportunity and anti-discrimination. In recognition of this, Council extends the cultural leave provisions of the Act to any employee who wishes to engage in a cultural tradition, custom or ceremony.

3.22 RPEQ - Continuing Professional Development

- 3.22.1** If a qualified engineer is required, as part of their substantive role, to maintain RPEQ registration (Registered Professional Engineer of Queensland), Council will permit the employee to use up to 50 hours of work time per annum (non-cumulative) to participate in continuing professional development (CPD) activities.
- 3.22.2** The CPD activities must relate to the employee's area of practice, and must count towards the CPD requirement for the employee to retain their RPEQ registration with the Board of Professional Engineers Queensland.
- 3.22.3** The year in which the 50 hours must be taken commences on the first of June each year and ends on the thirty-first of May of the following year, in accordance with RPEQ requirements.
- 3.22.4** Any reasonable expenses relating to attendance at CPD activities will be reimbursed in accordance with the relevant Management Directive.
- 3.22.5** Prior to attending any CPD activity, the employee must first consult with their relevant manager about the particular CPD activity the employee wishes to attend, and attain their manager's approval in writing prior to attending. Requests to attend CPD activities will not be unreasonably refused.

3.23 Special Leave

- 3.23.1** In exceptional circumstances Special Leave may be granted by the CEO in consultation with Council. Special Leave may be granted in circumstances including:
 - a) the State Government state of emergency,
 - b) a severe weather or natural disaster event,
 - c) Reproductive Health Issues, as described in the relevant guideline which Council commits to creating during the life of the 2025 Agreement,
 - d) any other exceptional circumstance as approved by the CEO.
- 3.23.2** Unless already described within this clause, the particulars of the Special Leave granted, (inclusive of eligibility and application requirements, paid or unpaid components, the amount of Special Leave that can be accessed, whether the Special Leave is cumulative or non-cumulative etc.), will be determined by the CEO at the time the exceptional circumstance or event presents.
- 3.23.3** In order to access Special Leave employees on each instance of application are required to notify their supervisor as soon as is reasonably practicable of the requirement to take such leave, inform them how long they intend to take this leave and supply evidence that would satisfy a reasonable person of their eligibility to take such leave.

3.24 Special Leave - Natural Disaster or Severe Weather Event Leave

- 3.24.1** Where a declared natural disaster or severe weather event occurs e.g., a flood, cyclone, severe storm, bushfire or earthquake event, employees will be permitted to take up to a maximum of 5 days leave without loss of pay. The determination of what constitutes a severe weather event will be at the sole discretion of the CEO.

- 3.24.2** The philosophy behind Natural Disaster or Severe Weather Event Leave is that it is always the responsibility of the employee to attend and travel to and from work. It is not the responsibility of Council to ensure that the employee can get to work nor does Council have any control over where an employees' usual place of residence is located or where they choose to spend their leave or non-working hours.
- 3.24.3** If the employee elects to live in a location where a small creek on their property regularly blocks access and/or egress from their residence or in an area where local road access is impacted by regular storms, then this is not the responsibility of Council and leave would not normally be granted under this clause. The benefits under this clause are intended for use when a declared natural disaster or severe weather event affects the broader community.
- 3.24.4** Natural Disaster/Severe Weather Event Leave may be granted in the following circumstances:
- a) an employee is unable to perform the required functions and reasonable duties or where continuing to work under extreme conditions is unadvisable or not practical;
 - b) an employee is unable to attend work at any of Council's depots or premises from which that employee's duties are conducted by means of plant and/or equipment being stationed there and it is not practicable for the employee to attend for duty at another LCC office or depot;
 - c) an employee is required to care for a dependent due to school or daycare closures;
 - d) an employee is required to return to his/her home before the usual ceasing time to ensure his/her own safety, the protection of family and property or the availability of transport facilities which may be disrupted or discontinued because of an impending natural disaster or severe weather conditions;
 - e) an employee must out of necessity remain at home to safeguard family or property as a result of a natural disaster or severe weather conditions, this does not include remaining at home due to a loss of power; or
 - f) an employee remains at home to have temporary repairs effected, restore belongings, clean up etc. as a result of a natural disaster or severe weather conditions.

PART 4: REMUNERATION

4.1 Wage/Salary Increases

Council agrees to pay employee wage/salary increases as detailed below during the term of this Agreement. Wage/salary increases, as contained within this Agreement, will be applied on the first full pay period following the operative date and first full pay period following the subsequent dates below.

| Operative Date | Increase Amount |
|-------------------------------------|--|
| Upon certification of the Agreement | 6% |
| 1 July 2026 | 5% |
| 1 July 2027 | 4% or CPI (whichever is greater, to a maximum of 5%) |

4.2 Trainee and Apprentice Wages

- 4.2.1** The relevant adult wage referenced in this clause 4.2 is \$62,000, which increases in line with clause 4.1.
- 4.2.2** Trainee and Apprentices aged 19 or below commence at 68% of the relevant adult rate, those aged 20 or above commence on 78% of the relevant adult rate.
- 4.2.3** Wages increase on partial qualification attainment equal to the relevant percentage of the relevant qualification and/or every 12 months, whichever is sooner, during the life of the qualification. The usual length of time needed to complete the qualification determines the number of increments available as per the table below:

| Trainee and Apprentice Pay Scale | | | | |
|---|--------------------------------|--------------------------------|--------------------------------|---------------------------------|
| | 68% of the relevant adult rate | 78% of the relevant adult rate | 90% of the relevant adult rate | 100% of the relevant adult rate |
| | Commencement* | 12 Months | 12 Months | 12 Months |
| 1 Year | ✓ | | | |
| 2 Year | ✓ | ✓ | | |
| 3 Year | ✓ | ✓ | ✓ | |
| 4 Year | ✓ | ✓ | ✓ | ✓ |
| *Note: 20-Year-Old Trainees & Apprentices and older to commence on 78% increment & progress annually until 100% | | | | |

- 4.2.4** School Based Trainee and Apprentice wages increase on 1 January of the relevant school year and increase in line with the table below:

| School Based Trainee & Apprentice Rates | |
|---|---------------------------------------|
| Year | Percentage of the relevant adult rate |
| Year 10 | 45% |
| Year 11 | 50% |
| Year 12 | 55% |
| *Note: 20% loading to apply on top of these rates | |

4.3 Schedule of Wages

The minimum annual rate of salary payable to employees not subject to salaries contained within a LAA or other agreement in this Agreement are set out in Part13, Part 14 and Part 15 of this Agreement.

4.4 Superannuation

- 4.4.1** Council will contribute 12.25% or the amount specified in the *Local Government Regulation 2012 (Qld)*, whichever is greater, on behalf of its permanent employees to their nominated superannuation fund.

4.5 Agreement Allowances for Stream B and Stream C employees

- 4.5.1** Agreement allowances will replace all previously applied memorandums of understanding and operational agreements (e.g., PFS trade, Live Sewer, RCM leadership, Temporary Market Conditions Allowance) in place as at date of certification of this Agreement, which will cease upon application of the agreement allowance.
- 4.5.2** Agreement allowances differ based on position due to the nature of the conditions encountered by them. Detailed descriptions of the Award and non-Award conditions compensated by each agreement allowance are contained within Part 16.
- 4.5.3** Stream B and Stream C allowances which are considered not applicable to Council operations at the time of certification are listed in Part 17. If Council operations change during the life of the agreement for employees to encounter such Award disabilities, these Award allowances will be claimable via a time sheet when encountering the disability.
- 4.5.4** Agreement Allowances:

| Allowance | Applies to | Rate per hour* | | |
|--------------------|---|----------------|-------------|-------------|
| | | Certification | 1 July 2026 | 1 July 2027 |
| Adverse Conditions | Stream B employees who work outdoors or in kennels. | \$3.20 | \$3.30 | \$3.40 |
| Grader | Stream B employees engaged as a Level 6 Plant Operator | \$2.10 | \$2.20 | \$2.30 |
| Sewer Worker | All Stream C employees working in a water branch and Stream B employees working in a water branch who are permanently assigned to a position working with sewage. | \$5.80 | \$6.10 | \$6.30 |
| Leadership | Stream B and Stream C employees who supervise one or more employee/s or work site. This allowance does not apply to Stream C Coordinator or Stream C Nurse positions. | \$4.20 | \$4.50 | \$4.70 |

| | | | | |
|---|--|--------|--------|--------|
| Trade | Trade qualified Stream C employees. | \$5.30 | \$5.60 | \$5.80 |
| Advanced PFS Trade | Trade qualified Stream C employees who work at Plant Fleet Services and undertake field service duties, or have at least 3 skills as defined in Part 16. | \$5.00 | \$5.20 | \$5.40 |
| *Apprentices receive a percentage of allowances at the same rate as defined within the wage schedule. | | | | |

- 4.5.5** Agreement allowances are paid on all ordinary hours of work and paid leave, including public holidays. They are not paid on periods of unpaid leave. Agreement allowances are considered ordinary time earnings, attracting superannuation.
- 4.5.6** Agreement allowances will increase at the same rate of negotiated percentage for wages within this agreement, rounded to the nearest 10 cents by rounding up when .05 or above, and rounding down when .04 or below.
- 4.5.7** Stream B and C Award allowances cited below, or which are added to the Award after the date of the certification of this agreement, are to be claimed via a time sheet when encountering the Award disability. Award allowances will increase in line with the state wage case.
- a) cemetery operations - removals or exhumations
 - b) cemetery operations - reopening graves
 - c) first aid
 - d) all meal allowances
 - e) motor vehicle allowance
 - f) removing dead animals
 - g) toilet cleaning
 - h) work in the rain
- 4.5.8** When working overtime, Stream B and C employees claim the relevant Award allowance when encountering the disability via their timesheet.
- 4.5.9** Stream B employees who are not permanently assigned to a position working with sewage and are temporarily engaged in **live sewer work**, as defined in the Stream B Award, claim the Award rate for such work via their timesheet, when engaged in such work.
- 4.5.10 Assessment of Disadvantage**

In exceptional circumstances and where supporting evidence is provided, an employee may request that their Agreement Allowance be reviewed to ensure that they are not being disadvantaged. The review will be undertaken by People and Culture and informed by the relevant supervisor/manager. The review will consider the absorbed Award allowances the employee would have been entitled to claim, compared to the agreed quantum of the Agreement Allowance paid, as detailed at clause 4.5.4 and Part 16. Where it is found that the employee has been disadvantaged, the gap will be paid out to the employee, in the following full pay period.

In the event that an employee's entitlement to claim allowances, as absorbed by the Agreement Allowances detailed at clause 4.5.4, exceeds the hourly rate paid in compensation for these allowances, Council is entitled to offset any calculated disadvantage, either in part or full, against the more favourable entitlements and conditions payable to the employee in accordance with this Agreement, when compared to the relevant Award or industrial instrument. This includes the benefit obtained from the Agreement Allowance being applied on all paid leave and public holidays.

Where an employee is concerned that they have been disadvantaged by receiving the Agreement Allowance, when compared to the total allowances they were entitled to claim

within the previous 12 month period, a review request for a claim must be made by the employee within 6 months of that 12 month period.

Exceptional circumstances (for the purpose of clause 4.5.10) will mean where an employee performs certain work, that gives rise to a claim for an allowance/s absorbed by the Agreement Allowance rate, and the amount of work performed results in the quantum of the claimable allowance exceeding the Agreement Allowance provided at Part 16.

4.5.11 Allowances for Stream A employees

- a) Stream A employees who supervise Stream B and C workers and encounter the adverse conditions as described in the Stream B Award 'Construction, reconstruction, alteration, repair and/or maintenance work' have the Award allowance built into their base rate of pay.
- b) Stream A employees who supervise Stream B and C workers who are subjected to the same work carried out under special or extraordinary circumstances or conditions as the employees they supervise, or who are required to purchase tools, may claim the associated Stream B or Stream C Award allowance on their timesheet or exception report when encountering such circumstances or conditions.
- c) Stream A employees who supervise Stream B and C workers may also claim Stream A Award allowances not compensated by a Stream B or C allowance already claimed, when encountering conditions under the Stream A Award, via a time sheet or an exception report.
- d) Stream A employees not in supervision of Stream B and C workers claim Stream A Award allowances when encountering conditions under the Stream A Award, via a time sheet or an exception report.
- e) Award allowances will observe increases in line with the state wage case.

4.6 Adjustment to Allowances and Other Conditions

Variations to Award Allowances which occur during the life of this Agreement and not otherwise dealt with by this Agreement or in Local Area Agreements made under this Agreement will be applied in respect to their terms. Allowances which appear in Local Area Agreements will be adjusted by the same method as is applied to Award allowances.

4.7 Higher Duties

- 4.7.1** Higher Duties provisions for 36.25 hour per week employees will apply in accordance with the provisions of the Award and only where relieving duties are performed for more than 3 days at a time.
- 4.7.2** In the event that the period of relief is planned for longer than 3 days, then the higher rate will apply from the first day of relief.
- 4.7.3** A 38 hour per week employee required to act up from their substantive position into a 36.25 hour per week position will receive higher duties under this provision from the first day of relief.

4.8 Payment of Salary/Wages

- 4.8.1** The Parties agree that all salaries/wages will be paid in full fortnightly. Casual work may, by mutual consent, be paid for as above, or at the termination of each engagement.
- 4.8.2** Provided that payment may be made by use of the following methods:
 - a) Electronic Funds Transfer (EFT) directly into the employee's account(s) in any financial institution(s) nominated by the employee, which has that facility without cost to the employee; and
 - b) Cheque/cash only in emergent situation.

4.9 Overpayment of Wages

- 4.9.1** If an employee receives an overpayment of wages or allowances from Payroll, the Employee agrees that Council can take steps to recover the overpayment in full.

- 4.9.2** Council will ensure that it notifies the Employee of the overpayment as soon as practicable after it comes to Council's attention, including notification of the exact amount overpaid.
- 4.9.3** Employees agree to notify Payroll as soon as they become aware of an overpayment.
- 4.9.4** Any Employee who has received an overpayment of wages or allowances will be consulted with in respect to how Council will recover the overpayment. If mutual agreement cannot be reached, Council may determine the period over which the repayment may be recovered by way of periodic deductions from the Employee's wages. This will be determined after taking into account the amount of the overpayment and the Employee's financial circumstances, in accordance with the Act and Regulations. Council will endeavour to ensure that no Employee is placed in financial hardship due to the recovery of an overpayment. If the Employee disputes the Council's decision, the matter is to be dealt with in accordance with the dispute resolution procedure in this Agreement.
- 4.9.5** Employees agree that any monies owed by the Employee at the date of termination of employment due to their having received an overpayment, will become due to be paid on the date of termination. The Employee agrees that any outstanding monies owed may be deducted by Council from any final payment to the Employee including any payments due to the Employee for accrued leave.
- 4.9.6** Council agrees that overpayments of wages or allowances may only be recovered if made within the 6 years preceding the Employee being notified of the overpayment by Payroll.

4.10 Salary Packaging/Salary Sacrificing

- 4.10.1** Salary Packaging is an Australian Taxation Office (ATO) approved means of restructuring an employee's income to enable them to reduce their income tax liability. The Parties agree that all employees will be given an opportunity to participate in salary packaging/salary sacrifice arrangements to be reflected in the Management Directive titled 'Salary Packaging/Salary Sacrifice - All Staff'.
- 4.10.2** The salary rates prescribed in this Agreement may be taken by means other than money by an Agreement that:
 - a) Complies with current taxation rules;
 - b) Is of no additional cost to Council now, or at some future time;
 - c) Is to be no less favourable to the employee (when considered as a package) than the entitlements otherwise available under this Agreement.
- 4.10.3** It will be subject to the following provisions:
 - a) The salary packaging Agreement, the terms and conditions of which will be in writing signed by both the employer and employee, will detail the components of a total remuneration package. A copy of the signed Agreement will be made available to the employee.
 - b) The configuration of the salary package will remain in force for the period agreed between the employer and employee.
 - c) Where at the end of the agreed period, the full amount allocated to a specific benefit has not been utilised by Agreement between the employer and employee, any unused amount may be carried forward to the next period or paid as salary which will be subject to the usual taxation requirements.
 - d) A salary for superannuation purposes will be the salary as provided in this Agreement.
- 4.10.4** The types of items available to employees to salary sacrifice will be those items approved, from time to time, by the maximum provisions of the Australian Tax Office.

4.11 Income Protection and Union Membership Fee Payroll Deduction

Employees may elect for their union membership fees to be deducted from their wages. In addition, each Union Party to this Agreement will nominate a preferred income protection insurance service. Once that insurer has been nominated, the Council will put the necessary administrative arrangements in place to allow employees to

have payments to the income protection scheme deducted from their pay. Any fee charged to Council for these services will be passed on to employees.

PART 5: DISPUTE AVOIDANCE, RESOLUTION AND SETTLEMENT

5.1 Dispute Avoidance, Resolution and Settlement Procedures

- 5.1.1** Effective communication between employees and council management is a prerequisite to good industrial relations and the following procedure is set down in order that any disputes may be resolved quickly to maintain efficient and sound working relationships.
- 5.1.2** In the event an employee has a dispute arising in connection with their employment with Council or this Agreement the following procedures will be applied:
- Step 1: Any employee or employees with a dispute will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible. The employee may request Union representation.
- Step 2: If the dispute is not resolved at this level, the employee/s may raise the matter/s at issue with the next higher level of management and the employee/s may elect to be represented by an elected workplace delegate and/or an authorised employee of the appropriate Unions.
- Step 3: Should the dispute remain unresolved, or be sufficiently serious, the dispute should then be referred in writing to Council and if so desired by either Party an authorised officer of the Unions who will attempt to facilitate a resolution.
- 5.1.3** If after the above steps the matter remains unresolved, the dispute may be referred to the Queensland Industrial Relations Commission (QIRC) for conciliation, and if the matter remains unresolved arbitration, subject to the Commission having the jurisdiction to deal with the matter.
- 5.1.4** The Parties agree that any arbitrated decision by the QIRC will be binding on all Parties to the dispute, subject to the Parties' rights of appeal under the relevant legislation.
- 5.1.5** Whilst the dispute resolution procedure is being followed, the "status quo" continuation of work and customary work practices will prevail and every endeavour will be applied to ensure that normal work practices continue, until such times as a settlement is reached, except where a bona fide Workplace Health and Safety issue is involved.
- 5.1.6** Where a bona fide Workplace Health and Safety issue is involved, an employee will not work in an unsafe environment.
- 5.1.7** Where appropriate, the employee will accept reassignment to alternative suitable duties or an alternative work environment whilst a resolution to the dispute is pending.
- 5.1.8** Where practical, the above steps will take place within 7 working days.
- 5.1.9** All Parties will give due consideration to matters raised or any suggestion or recommendation made by the QIRC with a view to prompt settlement of the matter.
- 5.1.10** The above procedures do not restrict the Council or an authorised officer of the relevant Union from making representations to each other at any stage in this procedure.

PART 6: COMMUNICATION AND CONSULTATION

6.1 Joint Consultative Committee (JCC)

Council and the unions, who are Party to this Agreement, agree to establish and maintain a JCC.

6.2 Purpose of the Committee

- 6.2.1** The purpose of the JCC is to act as the primary consultation and industrial relations forum between management and unions concerning relevant employment and industrial matters at the Council.
- 6.2.2** Unions 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 unions and committee representatives, to participate fully in decisions which impact on their working lives and improve productive performance.
- 6.2.3** The Parties commit to the effective operation of the JCC of Council and will provide the necessary support to successfully implement its agreed terms of reference charter.

6.3 Structure and Composition

The JCC comprises representatives of Council management, and Union Officials and Union Delegates from the unions listed as Parties to the Agreement who represent employees.

6.4 Terms of Reference

- 6.4.1** The JCC will meet regularly and at least on a quarterly basis, to receive and review information about Council and its workforce.
- 6.4.2** The JCC will also consider relevant industrial and employment matters that may impact the workforce, including but not limited to:
 - a) Notification and clarification of human resource and other employment policies, procedures and guidelines which impact across Council employment or result in significant workplace change.
 - b) Any workplace issues that have the potential to impact on employees including individual work units, divisions or the entire organisation.
 - c) Monitoring and reviewing the implementation of this Certified Agreement.
 - d) Undertaking specific responsibilities and activities in accordance with this Certified Agreement.
 - e) Receiving workforce statistics.
- 6.4.3** The JCC will be provided with all relevant data which identifies the incidence and trends of all workplace health and safety occurrences in Council and will initiate appropriate strategies to remove any adverse trends. All employees will commit themselves to the initiated strategies and set objectives.
- 6.4.4** Through the life of the Agreement, Parties to the Agreement will nominate committee representatives to meet within 3 months of the certification of this agreement to establish a charter to address Apprentice/Trainee issues with Council. The committee would meet quarterly for the first year of the agreement, then annually after that for the term of the Agreement.

6.5 Chairperson

JCC Meetings will be chaired on a rotational basis between management and union representatives.

6.6 Agenda

All members of the JCC can submit agenda items for discussion. All relevant written information and documents must be circulated with the agenda to members of the committee at least one week prior to the meeting.

6.7 Minutes

- 6.7.1** Council will provide a secretary for the purpose of taking minutes at each meeting.
- 6.7.2** The secretary to the JCC will be responsible for the production of the minutes of the meeting.

- 6.7.3 A copy of the minutes will be made available within one week of the meeting to all JCC members.
- 6.7.4 Council will also post the minutes upon council's intranet for viewing by employees.
- 6.7.5 The minutes will be formally accepted at the next meeting of the committee.

6.8 Combined Union Summit

- 6.8.1 A Combined Union Summit is operational at Council for the purpose of negotiating the Agreement and to provide employees representation on the JCC.
- 6.8.2 The Combined Union Summit will consist of employee representatives of each of the Unions having Award coverage within Council, (with a minimum of a representative from each of the 4 principal Unions) elected by employee members of each Union.

6.9 Equal Employment Opportunity

- 6.9.1 The parties recognise the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practices, that encourage equality of employment and development opportunities, continue and are promoted, during the life of this Agreement. This will include:
 - a) Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;
 - b) Inclusion of statements during recruitment that Council is an equal opportunity employer;
 - c) Ensuring selection of applicants for vacant positions is conducted in accordance with the law;
 - d) Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests;
 - 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.

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

6.10 Union Encouragement Clause

At the point of engagement, Council will provide employees with a document indicating that a Union Encouragement Policy has been issued by the Queensland Government which Council endorse as applying to all employees employed by Council who are covered by the Agreement.

6.11 Entitlements Of Union Delegates

- 6.11.1 In establishing an appropriate relationship between the Council and the Unions, and as a part of encouraging employees to exercise their right to join and remain members of the relevant Union, all Union delegates, subject to the discretion of the CEO, will be afforded the following entitlements:
 - a) To be treated fairly and to perform their role as Union delegate without any discrimination in their employment;
 - b) To be recognised as an accredited representation of the Union;
 - c) To be allowed reasonable time, without loss of pay, during work hours to consult with an authorised official of the union provided that this does not unduly interfere with the work in progress;
 - d) To be released without loss of pay to attend and participate in industrial tribunals related to matters regarding Logan City Council, in the interests of members;
 - e) To discuss work related matters, without loss of pay, which are of concern to any employee or to convey information relating to the workplace to employees provided that the union delegate will advise the relevant supervisor/s beforehand and not unduly interfere with the work in progress;

- f) To access to a telephone or electronic media and other suitable facilities (where practical) to progress inquiries on behalf of members;
- g) 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. Conditional the Bulletins and other information does not reflect negatively towards Council or its employees.

6.12 Posting Agreement and Association Notices

- 6.12.1** Council will provide a portion of a notice board in nominated work locations for unions to post notices and a current copy of this agreement for perusal by employees during their own time.

6.13 Trade Union Training Leave Entitlement

- 6.13.1** Upon written application by an employee to Council such application being endorsed by the industrial organisation and giving to the Council reasonable notice, such employee will be granted leave at ordinary time earnings, to attend courses and seminars at agreed formal Trade Union training.

6.14 Conditions of Trade Union Training Leave

The granting of such leave will be subject to the following conditions:

- a) To be eligible for this leave, an employee who is a recognised workplace delegate, must have at least 12 months uninterrupted service with the Council prior to applying for such leave.
- b) The Union Parties to this Agreement will be entitled to have their recognised workplace delegates access paid leave on the following basis:
 - i) Union Parties with coverage of over 100 eligible employees are entitled, for the purposes of this clause, to 8 recognised workplace delegates;
 - ii) Union Parties with coverage of less than 100 eligible employees are entitled, for the purposes of this clause, to 2 recognised workplace delegates.
- c) Each recognised delegate will be entitled to access up to 5 paid days leave in each calendar year. For the purposes of this clause a 'day' will mean the ordinary hours of work which happen to fall on the day/s for which the trade union training is requested, as per the employee's substantive roster, or current approved flexible work arrangement roster.
- d) A Union Party to this Agreement may make application to the CEO for approval of additional training of delegates above the number of agreed days specified above outlining the reasons for the request.
- e) The granting of such leave will be subject to the convenience of the Council and such that the operations of the Council will not be unduly affected. Demands in this respect will be determined by Management.
- f) The scope, content and level of the course will be such as to contribute to a better understanding of industrial relations within the Council's operations.
- g) In granting such paid leave, the Council is not responsible for any additional costs (such as travel time, meals or accommodation, or higher duties payments).
- h) Leave granted to attend agreed formal Trade Union courses will not incur additional payment if such course coincides with the employee's fixed day off or with any other concessional leave.

PART 7: MANAGING ORGANISATIONAL CHANGE

7.1 Application of this part

- 7.1.1** Sections 7.2 – 7.7 of this Part does not apply to the following: Managing Organisational Change - Notification and Consultation
- a) employees engaged for a specific period of time, or for a specific project, or projects where the finishing date is specified at the commencement of employment and not extended for any reason other than to complete specific project(s);
 - b) casual employees;
 - c) employees engaged as Senior Officers in accordance with section 4.2 of the Stream A Award;
 - d) employees whose employment is terminated due to disciplinary action;
 - e) employees whose employment is terminated due to their ill health or injury; and
 - f) employees who are within the probationary period of their employment at the time of termination of employment.

7.2 Notification

- 7.2.1** Where Council proposes to make changes to its organisational structure or the way in which work is performed or services are delivered to the Community, and those changes are likely to have significant effects on employees, Council will, before making a decision to introduce such changes, notify affected staff and the relevant unions of the proposed changes.
- 7.2.2** An organisational change is likely to have ‘significant effects’ on employees if it is likely to result in:
- a) the termination of the employment of employees;
 - b) a major change to the composition, operation or size of the Council's workforce, or the skills required of employees;
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - d) an alteration to hours of work not otherwise provided for in this Agreement;
 - e) the need to retrain employees;
 - f) the need to relocate employees to another workplace; and/or
 - g) the restructuring of jobs.

7.3 Consultation

- 7.3.1** Consultation about an organisational change will commence as early as practicable after notification has been made to affected employees and the relevant Unions.
- 7.3.2** Consultation with the employees affected, and the relevant Unions on the proposed changes will include notifying them about:
- a) the reasons for Council considering that positions are likely to be significantly affected;
 - b) the effects the proposed changes are likely to have on the employees, including the number, classification, location and details of the significantly affected positions;
 - c) measures to avert or mitigate the adverse effects of such changes on the employees concerned;
 - d) measures that could be taken to remove or reduce the number of positions becoming redundant;
 - e) redesignation, retraining and redeployment prospects for the employees concerned;

- f) the method of identifying positions as redundant, having regard to the efficient and economical workings of Council.

7.3.3 Council will not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

7.3.4 The consultation process will provide sufficient time (a minimum of 2 weeks) for Parties to consider and respond to the relevant information of the proposed change.

7.3.5 Council will genuinely consider the views of employees and their relevant Unions when making a final decision on the organisational change to be implemented.

7.4 Consultation regarding redundant positions

7.4.1 Following consultation, where a decision has been made to implement an organisational change that will result in a position/s being made redundant, Council will, at the earliest practicable time, notify the affected employee and their relevant Union/s in writing, and arrange to discuss the redundancy with them.

7.4.2 For the purpose of these discussions, the following information will be provided:

- a) the reasons for the position becoming redundant;
- b) whether Council intends to redeploy the employee into a suitable alternative position;
- c) whether the employee wishes to consider alternative redeployment opportunities, where available; or
- d) details on estimated redundancy payment if applicable.

7.5 Managing Organisational Change – Employee Support Process

7.5.1 Throughout a process of organisational change, Council will take all reasonable steps to support impacted employees, which may include:

- a) informing employees of the changes that are occurring in the workplace as soon as possible, and providing reasons why the changes are necessary;
- b) listening to and being empathetic with employees' concerns regarding the change process;
- c) developing, organising and facilitating various courses to assist significantly affected employees in understanding and dealing with the change process;
- d) providing advice, assistance and support to employees who are pursuing redeployment opportunities;
- e) providing employees with detailed and clear information about the redundancy and redeployment process; and
- f) promoting and facilitating the use of Council's Employee Assistance Service.

7.6 Redundancy

7.6.1 Where Council decides that it no longer requires a position to be performed by anyone because of operational requirements, that position will be considered redundant.

7.6.2 Whenever a role is proposed to be made redundant it will be Council's intention whenever practicable to redeploy and place the employee into a suitable alternative position at the same level as the employee's redundant position, for which they have the skills.

7.6.3 Where redeployment and placement into a suitable alternative position at the same level as the employee's redundant position, is not immediately available, the following options will be available to Council for employees whose positions are declared redundant:

- a) Option One: by mutual agreement between the impacted employee and Council, a suitable alternate position that is one level below the employee's redundant position; or
- b) Option Two: place the employee in Council's redeployment pool; or

- c) Option Three: offer the employee an Early Separation Incentive Payment (ESIP).

7.6.4 For the purposes of Part 7 a 'suitable alternative position', is a position that is no less than one level below the employee's redundant position and has been assessed by Council as suitable to redeploy the employee into, taking into account the redeployees workplace location, experience, knowledge and skills.

7.7 Redeployment Pool

7.7.1 An employee whose position is redundant and who has not been immediately redeployed or placed into an alternative position or offered an ESIP will be placed in Council's redeployment pool (Option Two in clause 7.6.3).

7.7.2 Whilst in the redeployment pool, an employee's wage rate is to be maintained at the same rate as the position that has been made redundant.

7.7.3 The purpose of the redeployment pool is to provide employees whose positions have been made redundant, with time to retrain for different kinds of positions that become available at Council and apply for other positions.

7.7.4 If Council determines that a position which becomes available at Council is a suitable alternative position for an employee in the redeployment pool, it may place the employee in the suitable alternative position if at level, or by mutual agreement between the impacted employee and Council, if at one level below.

7.7.5 An employee may request for Council to consider the employee to be paid a redundancy payment in line with clause 7.11 at any time while they are in the redeployment pool.

7.7.6 If the employee has not been successfully redeployed into a new role by the end of the 26 week period, the employee may be offered a Voluntary Redundancy, or they may remain in the redeployment pool.

7.8 Training and Development

7.8.1 Council agrees to provide training and development opportunities as may be required for employees in the redeployment pool. The purpose of this training would be to assist employees to develop new skills or existing skills, with a view to being redeployed into an available role either in or outside Council.

7.8.2 All training provided should be in accordance with the Council's Organisational Development Program.

7.8.3 All employees in the redeployment pool agree to engage their best efforts and actively participate in the redeployment process including:

- a) undergoing additional training to obtain the skills required to apply for and be redeployed into another role; and
- b) actively looking for and applying for roles either inside or outside Council.

7.8.4 An employee who wishes to be redeployed into a role for which they require training, will be individually assessed so that a decision can be made as to whether:

- a) the employee can undertake the training while in the role; or
- b) the employee needs to complete the training prior to applying for the role or being placed in the role.

7.8.5 Council will provide employees in redundant positions with the opportunity to

- a) review areas of Council where alternate opportunities may be,
- b) identify positions of interest,
- c) undertake a job skills analysis to determine their current level of skills, knowledge and abilities,
- d) identify skills, knowledge or abilities required to support placement,
- e) identify any reasonable adjustment considerations to support placement.

- 7.8.6** Council may require employees in the redeployment pool to work with a case manager and develop a plan in relation to their training options and redeployment options.

7.9 Income Maintenance

- 7.9.1** Council agrees to maintain the same wage rate for employees who have been redeployed into a lower-level suitable alternative position.
- 7.9.2** Income maintenance will be for a period of 12 months only, from the date that the employee is placed into their alternative position.
- 7.9.3** After the 12 months of income maintenance has ended, the employee will be paid at the maximum level of the classification level applicable to their new position.

7.10 Early Separation Incentive Payment (ESIP)

- 7.10.1** Council has the discretion to offer an employee whose position has been made redundant an Early Separation Incentive Payment (**ESIP**) (Option Three in clause 7.6.3) in the following circumstances:
- a) the employee has not been immediately redeployed into a suitable alternative position at the time their role became redundant; or
 - b) during the employee's time in the redeployment pool.
- 7.10.2** During an organisational change process, employees who are eligible for and offered an ESIP will be notified of the date by which they must notify Council that they accept this option.
- 7.10.3** An ESIP consists of 2 parts:
- a) a redundancy payment as described in clause 7.11; and
 - b) an additional 8 weeks' wages, calculated at the same weekly rate as the redundancy payment.
- 7.10.4** An employee may only be offered an ESIP once during the redeployment process, following which, the employee will be entitled to redundancy pay in line with clause 7.11.

7.11 Redundancy Pay

- 7.11.1** Where an employee accepts a voluntary redundancy, their employment will be terminated due to the redundancy.
- 7.11.2** An employee whose employment is terminated due to redundancy is entitled to redundancy pay as follows:
- a) 2 weeks' wages for every completed year of service and a pro rata amount for an incomplete year;
- OR
- b) the entitlement to redundancy pay as described in the Industrial Relations Act 2016,
- whichever is greater, up to a maximum of 52 week's pay.
- 7.11.3** For the purposes of this clause, a week's pay includes:
- a) the employee's ordinary time rate of pay they were receiving at the time their role was made redundant; and
 - b) any additional annualised and over-agreement payments, such as Agreement and vehicle allowances, which are payable as a part of the employee's weekly salary.
 - c) A week's pay does not include overtime, penalty rates or allowances except for allowances as described in (b) above.

7.12 Re-engagement by Council

- 7.12.1** An employee who receives either an ESIP or a redundancy payment may not be re-employed by Council for a period of 12 months after the termination date of their employment with Council, unless otherwise approved by the Chief Executive Officer.

7.13 Contracting / Outsourcing

- 7.13.1** It is the clear position of Council to utilise and promote the use of its in-house permanent Council employees for the undertaking of Council's works, services and operations. During the life of this Agreement, Council will, where appropriate, minimise the contracting out or leasing of any works and services currently provided by Council.
- 7.13.2** Despite clause 7.13.1, Council may determine to contract or outsource works and services in the following circumstances:
- a) In the event of a critical shortage of skilled employees.
 - b) Where there is a lack of available infrastructure capital or a cost in the provision of technology.
 - c) It can be clearly demonstrated that it is in the public interest that such services should be contracted out.
 - d) Extraordinary or unforeseen circumstances.
 - e) Where Council has fully utilised and optimised its permanent workforce and plant.
- 7.13.3** Where Council is considering contracting or outsourcing works and services, it will undertake consultation with affected employees and their relevant Unions in accordance with clause 7.3.

7.14 Transmission of Business

- 7.14.1** In this clause "transmission of business refers to a situation where Council (the old employer) sells or otherwise disposes of their business (or part of it) to another employer (the new employer), and employees of Council are taken on by the new employer to continue working at the business.
- 7.14.2** At the time of transmission where an employee of Council, becomes an employee of the new employer, Council will include, as part of the tender specifications for the transmission, that this employee is to continue to receive terms and conditions of employment no less favourable than those which would apply to their employment with Council.
- 7.14.3** Where council makes a decision to transmit a business or part of a business, council must as soon as practicable notify and consult with the affected employees and the relevant Unions to which they belong in accordance with Clause 7.3.
- 7.14.4** Where employees are to be transmitted with the business, or part of the business, the Council must ensure that recognition of previous service, and accrued entitlements, for the purposes set out below are transmitted to the transmittee:
- a) Annual Leave;
 - b) Long service leave;
 - c) Personal/Carer's leave;
 - d) Redundancy.
- 7.14.5** Where employees are not to be transmitted with the business or part of the business or where Council declares any positions redundant, as a consequence of a transmission of business, Part 7 – Managing Organisational Change will be followed.

PART 8: MISCELLANEOUS PROVISIONS

8.1 Relocation of Workplace

8.1.1 This clause will apply to employees who are required to change their usual workplace or have mutually agreed to commence and cease work on a designated job site. The payments contained in clauses 8.1.2 and 8.1.3 below will not apply to:

- a) Employees who lease a vehicle from Council, or who are provided with Council transport;
- b) Casual employees;
- c) Employees whose terms of engagement specify a requirement to work from more than one location; or
- d) Employees who are in receipt of any other payment for travel.

8.1.2 Employees who are required to change their workplace, other than to start on a job site (see clause 8.1.3), will be paid a fixed travel allowance of \$12 per day for the following durations:

- a) For the duration of a temporary relocation; or
- b) For a maximum of 3 months following a permanent relocation.

This payment will apply only where the new workplace is a greater distance from the employee's usual residence when compared to their previous/usual workplace, and while they remain engaged in their current position.

In the event the employee voluntarily relocates residence such that the travel requirements are less than the previous residence, the entitlement to travel payments under this provision may cease.

8.1.3 Employees who mutually agree to commence and cease work on a job site designated for the purpose of this clause, will be paid a fixed allowance of \$12 per day whether the travel distance to the job site is greater or less than the employee's commuter distance to their usual workplace. This payment will only have application at job sites designated by Council following consultation with affected employees, and where relevant their union.

Where an employee is directed to commence and cease work on a job site, the provisions of the Award will apply.

8.1.4 In the event of any dispute arising over the issue of hardship caused by a workplace relocation, the Dispute Avoidance, Resolution and Settlement Procedure of this Agreement will apply.

8.2 Simultaneous Advertising

8.2.1 Simultaneous advertising means internally advertising a vacant position to Council employees and externally to the public at large, seeking applications for the filling of a vacant position by means of appropriate advertisements timed to appear at the same time.

8.2.2 Council, at its discretion, may elect to simultaneously advertise permanent positions, irrespective of classification level. However, the most suitably skilled and qualified internal applicant will be considered for appointment to any permanent vacancies which may occur or to newly created positions before considering external applicants for positions classified at levels 1-4 inclusive under the *Queensland Local Government Industry (Stream A) Award – State 2017*.

8.2.3 For the purposes of Clause 8.2, an internal applicant is defined as:

- a) A current full time, part time or casual Council employee, or
- b) A person who is currently working for or within Council, but is formally employed by a recruitment or employment agency – i.e. a trainee, apprentice, contractor, or temporary / agency staff member; or
- c) A person who has completed a formal traineeship or apprenticeship with Council within the last 12 months of applications closing for the advertised position/s.

8.2.4 For positions classified at level 5-8 inclusive under the *Queensland Local Government Industry (Stream A) Award – State 2017*, Council will consider all applications received and appoint the

most suitably skilled and qualified applicant, based on merit, irrespective of whether or not that person is an internal or external applicant.

8.3 Appointments to Vacancies

8.3.1 When an existing position becomes vacant, Council will commence processes for appointment within a reasonable time period having regard to Council's operational requirements.,

8.3.2 Where work is contracted out because of a critical shortage of staff or where there are long term vacancies, an urgent review of staffing levels will be undertaken by the parties to this Agreement to ensure that Council has taken action to source appropriately skilled applicants.

8.4 Permanent Conversion of Casuals

8.4.1 Notwithstanding Clause 8.3.1 of the *Queensland Local Government Industry (Stream A) Award – State 2017*, a casual employee working on a systematic and regular basis for a period of 12 months may apply to convert their casual status to permanent full-time or part-time status depending on the average hours worked over the preceding twelve months.

8.4.2 Council will take into account the following factors when considering such an application:

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

PART 9: WASTE TRANSFER STATION OPERATORS LOCAL AREA AGREEMENT

LOGAN CITY COUNCIL

WASTE TRANSFER STATION OPERATORS' LOCAL AREA AGREEMENT 2025

9.1 Title

This Agreement will be known as the Logan City Council Waste Transfer Station Operators Local Area Agreement 2025 (**the Agreement**).

9.2 Purpose

Logan City Council's waste transfer stations operate 7 days per week, 365 days per year at various locations throughout the Council area. This Agreement allows the flexibility to provide an efficient waste management service to the community whilst also providing Waste Transfer Station Operators with fair employment conditions.

9.3 The Parties

- a) The Parties to this Local Area Agreement are:
 - i) Logan City Council (**the Council**);
 - ii) Employees engaged in Council's Waste Transfer Stations as a "Waste Transfer Station Operator"; and
 - iii) The Australian Workers' Union of Employees, Queensland (**the Union**).

9.4 Coverage

This Agreement will apply to employees of Logan City Council appointed to the position of Waste Transfer Station Operator within Council's Waste and Resource Recovery Branch (**the Branch**).

9.5 Relationship to Other Industrial Instruments

- a) The Parties agree this Agreement is intended to be read in conjunction with the Logan City Council Certified Agreement 2025 (**the Certified Agreement**) and the Queensland Local Government Industry (Stream B) Award – State 2017 – Division 2 – Section 5 (Operational Services) (**the Award**).
- b) Where there is any inconsistency between the provisions of this Agreement, the Certified Agreement or the Award, the provisions of this Agreement will prevail to the extent of the inconsistency.

9.6 Date and Period of Operation

This Agreement has been developed in accordance with the terms of the Logan City Council Certified Agreement 2025 (**the Certified Agreement**). This Agreement will:

- a) Operate from the first full pay period after the execution of the Agreement of the authorised representative of the Council and the Union.
- b) Will be incorporated into the Agreement that replaces the Certified Agreement at the next opportunity, and
- c) Will remain in force in accordance with the terms of the Certified Agreement.

9.7 Dispute Settling Procedure

In the event the Parties to this Agreement cannot agree on matters relating to the operation of this Agreement, Part 5 –Dispute Avoidance, Resolution and Settlement of the Certified Agreement will apply.

9.8 Copy of Agreement

Logan City Council will make available a copy of this Agreement to each employee employed under this Agreement.

9.9 Classification of Positions

Employees will be remunerated at classification level 5 of the Award. The base rate of pay will be level 5 of the Award with the inclusion of the site allowance in accordance with clause 13.2 of the Award.

9.10 Remuneration for Rostered Hours

- a) Employees will receive an additional loading on the base rate of pay pursuant to clause 9.28 in lieu of the following entitlements:
 - i) Rostered overtime
 - ii) Weekend work
 - iii) Work performed on public holidays
 - iv) All crib breaks
 - v) Annual leave loading
 - vi) 12 hours briefing/training per year utilised in 3 hour blocks every 3 months

9.11 Relief Waste Transfer Station Operators

Other Council employees who act or relieve in Waste Transfer Station Operator positions will be paid in accordance with the provisions of the Award.

9.12 Public Weighbridge Allowance

- a) Employees who hold a Weighbridge Operations Skill Set Certificate and are required to operate a public weighbridge will be paid a Public Weighbridge Allowance at a rate of \$45.65 per fortnight. Public Weighbridge Allowance will be increased each year in accordance with the State Wage Decision throughout the life of this agreement.
- b) A public weighbridge is defined in the National Measurement Act 1960 as a weighbridge that is open for use by or on behalf of the public or is available for use for a charge.

9.13 Meal Allowance

Employees will be compensated an amount equivalent to 126.5 meal allowances at the rate prescribed by the Award. This payment will be made in equal fortnightly payments, equivalent to 4.87 meal breaks each pay period. This amount is in lieu of the Award entitlement for meal allowances for overtime work.

9.14 Work Arrangements

The ordinary hours of duty of employees may be worked on any day Monday to Sunday inclusive.

9.15 Roster

Employees will work a continuous rotating roster of 4 days on and 4 days off inclusive of weekends and public holidays.

9.16 Ordinary Shifts

Employees will work 10 hour and 15 minutes shifts commencing at 6:45am and ceasing at 5:45pm. Until 31 December 2025, this is inclusive of an additional 15 minutes per day as per clause 9.25 of this Agreement Subject to consultation with affected staff, starting and ceasing times may be varied according to operational needs.

9.17 Meal Breaks

Employees will be entitled to a 30 minute unpaid meal break per shift until 31 December 2025. From 1 January 2026, employees will be entitled to a 45 minutes unpaid meal break per shift. Such meal break will be taken so as to not interfere with continuity of work and may be interrupted to maintain service to the community and site operations. Penalty rates in accordance with clause 16.1 (c) of the Award will not apply in these circumstances.

9.18 Rest Pauses

Employees will be entitled to a paid rest pause of 10 minutes duration in the first and second half of their rostered shifts. Such rest pauses will be taken so as to not interfere with continuity of work and may be interrupted to maintain service to the community and site operations.

9.19 Overtime

Overtime, at the rates provided in clause 18 of the Award, will be paid for any hours worked in excess of the rostered ordinary hours.

9.20 Overtime Availability

- a) Council's waste facilities must be staffed 7 days a week, 365 days a year to meet customer and community service requirements. Waste Transfer Station Operators are rostered accordingly to ensure that the required service levels are provided.
- b) In the event that rostered Waste Transfer Station Operators are unavailable due to an unexpected absence, Council will contact suitably qualified and trained off shift Employees to provide relief/coverage work.

9.21 Overtime Availability Roster Payment

- a) To compensate for staff being reasonably available for additional shifts, Council will compensate each employee covered by this Local Area Agreement \$418.30 per year, in equal fortnightly payments, being \$16.09 per fortnight.
- b) If staff are not reasonably available, this payment will not be processed for that fortnight.

9.22 Work Location

To provide quality service to meet the needs of customers and the community, employees who are required to work at a Waste Transfer Station location different to their allocated location will be paid in accordance with clause 8.1 – Relocation of Workplace of the Certified Agreement.

9.23 Annual Leave

- a) Full time employees will accrue 152 hours of Annual Leave per annum.
- b) Annual Leave will be standardised to 10 hours and 15 minutes per day.

9.24 Sick Leave

- a) Full time employees will accrue 114 hours of Sick Leave per annum.
- b) Sick Leave will be standardised to 10 hours and 15 minutes per day.

9.25 Christmas Leave

- a) This clause is to remain in operation until 31 December 2025. Thereafter, employees will take a 45 minute meal break and the Christmas Leave clause at 3.11 of the Certified Agreement 2025 will apply from 1 January 2026.
- b) Employees shall work an additional 15 minutes per day to accumulate 41 hours of Christmas Leave per year. The accumulated Christmas Leave will be credited to Annual Leave without loading at the rate of 10 hours and 15 minutes ordinary time for each employee in employment as at the following dates: 14 February, 16 May, 15 August, and 15 November in each year.
- c) Unpaid leave taken by Employees including unpaid sick leave will affect the amount of Christmas Leave credited.
- d) Accumulated Christmas Leave credited to Annual Leave will accumulate until taken or paid on termination.

9.26 Public Holidays

- a) Employees receive a loading in lieu of 12 gazetted public holidays per annum (New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, ANZAC Day, Kings Birthday, Exhibition Holiday, Labour Day, Christmas Day, Boxing Day).
- b) In the event that additional public holidays are gazetted, each employee will be paid 50% of the difference between ordinary earnings and the public holiday penalty as a lump sum in the pay period that the public holiday falls.
- c) In the event that the number of gazetted public holidays is reduced, there will be an adjustment made to each Employee's annualised salary and loading percentage to the value of 50% of the difference between ordinary earnings and the public holiday penalty of the eliminated public holiday/s.

9.27 **Briefing/Training**

- a) Waste Transfer Operators annualised salary includes payment for one hour per month for the purpose of staff meeting and training activities. Employees will attend briefing/training sessions when required outside their rostered working hours for a 3 hour block 4 times per year.
- b) If the training sessions extend beyond the 3 hour briefing/training time then such time will be paid at Award overtime rates. Employees will not be entitled to minimum overtime payments for briefing/training sessions.

9.28 **Accredited Training**

- a) Council will engage a Registered Training Organisation to provide accredited Certificate III in Asset Maintenance (Waste Management) and Certificate IV in Asset Maintenance (Waste Management) or equivalent relevant qualification training to employees on a voluntary basis subject to operational and financial considerations.
- b) Waste Transfer Station Operators who undertake the Certificate III or Certificate IV in Asset Maintenance (Waste Management) qualification will also be required to become competent in operation of a weighbridge through training and regular shift placement at the Browns Plains Waste Transfer Station.
- c) Notwithstanding that Council provides training, in the event of an Award change to classifications, Council reserves the right to determine the skill levels required at each Transfer Station and classify employees based on skill and operational requirements.

9.29 Waste Transfer Station Operators Annualised Wage Calculation

Calculations are based on full year (365 days) divided by 2 for individual Employee component

Working Hours

6:45am - 5:45pm

Meal break in line with clause 9.17

4 days on / 4 days off

10.25hrs paid per day / 82 hours per fortnight

Base Rate

\$36.9240 per hour – (Calculated in accordance with the Certified Agreement Part 14 Operational Services Level 5 base rate (\$35.8595 p/h) + (\$1.0645 p/h) site allowance)

| Ordinary time, weekend work, overtime | | | | | | | |
|---------------------------------------|-----|-------------|-------------|-------------|------------|------------|---------------------|
| Day | # | Ord | OT 1.5x | OT 2x | Wk Crib | W/E Crib | Totals |
| Weekday | 251 | 7.6 | 2.65 | | 0.5 | | |
| Saturday | 51 | | 3 | 7.25 | | 1.25 | |
| Sunday | 51 | | | 10.25 | | 1.25 | |
| Total Hours | | 1907.6 | 818.15 | 892.5 | 125.5 | 127.5 | |
| Rate | | \$36.9240 | \$55.3860 | \$73.8480 | \$55.3860 | \$73.8480 | |
| Total \$ | | \$70,436.22 | \$45,314.06 | \$65,909.34 | \$6,950.94 | \$9,415.62 | \$198,026.18 |
| Divided / 2 * | | \$35,218.11 | \$22,657.03 | \$32,954.67 | \$3,475.47 | \$4,707.81 | \$99,013.09 |

| Public Holidays | | | | | | | |
|-----------------|----|------------|------------|------------|----------|----------|--------------------|
| Day | # | Ord 2.5x | OT 3x | 4x | Wk Crib | W/E Crib | Totals |
| Day | 12 | Ord 2.5x | OT 3x | 4x | Wk Crib | W/E Crib | |
| Weekday | 10 | 7.6 | 2.65 | | 0.5 | | |
| Weekend | 2 | 7.6 | | 2.65 | | 1.25 | |
| Total Hours | | 91.2 | 26.5 | 5.3 | 5 | 2.5 | |
| Rate | | \$92.31 | \$110.77 | \$147.70 | \$92.31 | \$147.70 | |
| Total \$ | | \$8,418.67 | \$2,348.37 | \$1,565.58 | \$369.24 | \$738.48 | \$13,440.34 |

SUB - TOTAL (Per WTSO)

\$105,733.26

| Annual Leave Loading | |
|--|-----------------|
| Calculation | Total |
| Hourly wage x 152 hrs Annual Leave x 17.5% (\$36.8884 x 152 x 17.5%) | \$982.18 |

| Briefing / Training | |
|---|-----------------|
| Calculation | Total |
| 1 hr per month @ ordinary rate (\$36.8884 x 12 hours) | \$443.09 |

| Totals | |
|-----------------------------|---------------------|
| Annual Salary Per WTSO | \$107,158.53 |
| Fortnightly Salary Per WTSO | \$4,121.48 |
| Hourly Annualised Rate | \$50.26 |

9.30 Award and/or Certified Agreement clauses to be overridden

Pursuant to clause 1.10.7 of the Certified Agreement this schedule sets out the clauses of the following industrial instruments which are overridden as a consequence of the operation of this LAA.

- Queensland Local Government Industry (Stream B) Award – State 2017 Division 2 – Section 5 (Operational Services)
- Logan City Council Certified Agreement 2025

Logan City Council – Certified Agreement

| Waste Transfer Station Operators Local Area Agreement Clause | Alteration to |
|---|---|
| Clause 9.9 - Classification of positions | Award clause 13.2 Construction, reconstruction, alteration, repair and/or maintenance work (site Allowance) |
| Clause 9.13 - Meal allowance | Award clause 16.2 Meal breaks during overtime |
| Clause 9.15 - Roster | Award clause 15.2 Arrangement of ordinary hours of duty |
| Clause 9.25 - Public Holidays | Award clause 23 Public Holidays |
| Clause 9.26 - Briefing/Training | Award clause 18.2 Payment for Overtime |

PART 10: VENUES & EVENTS LOCAL AREA AGREEMENT

10.1.1 Title

This Agreement will be known as the Logan City Council Venues & Events Local Area Agreement.

10.1.2 Intention

- a) The Logan Entertainment Centre (LEC), Beenleigh Events Centre and Logan Leisure Centres including aquatic centres and indoor sports centres operate throughout the year from early in the morning until late at night. The operational demands of the venues mean that conventional Award arrangements of hours and pay cannot apply. Therefore, a special Agreement is necessary to provide an appropriate negotiated structure for staff conditions of employment and to allow Managers and Council a framework for accurate budgeting and forecasting of costs.
- b) This Agreement reflects Council's vision for:
 - i) The Logan Entertainment Centre, Kingston Butter Factory Cultural Precinct and Beenleigh Events Centre are the focal point of Logan's diverse entertainment, cultural, community and commercial events which will provide opportunities for growth of local business, families and lifestyles and to be recognised as a benchmark throughout Australia in the provision of a regional multipurpose public facility.
 - ii) Logan Leisure Centres to be nationally recognised for providing professionally managed venues delivering the highest quality innovative aquatic, health, sport and event experiences that also engage the Logan Community in an active, fun, healthy and safe environment.
- c) Employees covered by the Agreement will be afforded the opportunity to attain additional skills, flexibility and access to career paths. This will encourage and support a highly skilled and committed workforce where participation and development of employees will be a priority for the betterment of the individuals, engaged in Council's Community Facilities.
- d) Work will be organised to maximise the flexibility of the workforce and wherever possible enable employees to work to the limits of their skills and capabilities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained.
- e) The implementation of this Agreement in line with Council's Certified Agreement 2025 will provide ongoing wage increases and secure employment with operational flexibilities to enable the outcomes sought to be achieved.
- f) This Agreement has been reviewed and it has been agreed to broaden its coverage to include Council Owned Facilities and Events.

10.1.3 Introduction

- a) The Parties to this Agreement are:
 - i) The Council of the City of Logan;
 - ii) Employees employed by Logan City Council in the classifications as listed in Clause 10.1.34 of this Agreement; and
 - iii) The Australian Workers' Union of Employees, Queensland.

10.1.4 Coverage

This Agreement will apply to employees employed in venues and classifications as listed in clauses 10.1.33 and 10.1.34 of this Agreement. This Agreement will also have application to Council Owned Facilities and Events.

10.1.5 Relationship to Other Industrial Instruments

- a) The Parties agree this Agreement is intended to be read in conjunction with the Logan City Council Certified Agreement 2025 and the *Queensland Local Government Industry (Stream B) Award – State 2017*
- b) Where there is any inconsistency between the provision of this Agreement and Logan City Council's Certified Agreement 2025 or the *Queensland Local Government Industry (Stream B) Award – State 2017*, the provisions of this Agreement will prevail to the extent of that inconsistency.

10.1.6 Date and Period of Operation

This Agreement will operate from the Date of Certification of Logan City Council's Certified Agreement 2025 unless terminated in accordance with clause 10.1.8 of this agreement.

10.1.7 Expiry of Agreement

The Parties agree this Agreement will expire in line with the current Logan City Council Certified Agreement 2025 with a nominated expiry date of 1 July 2028.

10.1.8 Termination of Agreement

This agreement may be terminated by either Party on the giving of 3 months written notice. If this occurs those employees affected by this agreement will be employed in accordance with the terms and conditions of the applicable Award or Certified Agreement or other agreement under which the employees would be entitled to be employed if this agreement did not exist.

10.1.9 Dispute Settling Procedures

In the event the Parties to this Agreement cannot agree on matters relating to the terms of this Agreement, Council's current Certified Agreement Dispute Avoidance Resolution and Settlement Procedure, as amended from time to time, will be used to resolve the matter.

10.1.10 Savings Clause

No existing employee will suffer a reduction in wages for ordinary hours of work in the course of the employee's normal duties as a result of the coming into operation of this agreement.

10.1.11 Employee/s Responsibilities

The Agreement is based on encouraging a team approach to effectively and efficiently operate the facilities covered by this Agreement. Hence, under this Agreement, the employee/s agree/s to undertake the following:

- a) Perform the duties and undertake the functions outlined in the Position Description (as amended from time to time) for the position expected to be performed by the incumbent employed in a position at the relevant facility. In addition, the employees will:
 - i) follow all lawful directions given by the employee's supervisor or management representative;
 - ii) actively and constructively participate in Logan City Council's Local Performance Process;
 - iii) assist and facilitate the effective and efficient administration of Council in performing their day to day work functions;
 - iv) ensure that they keep their availability for work up to date and accurate
 - v) work with the objective of realising the strategic goals of Logan City Council;
 - vi) abide by Council's Code of Conduct and other Policies and directives;
 - vii) maintain a dress standard and a level of hygiene which projects the professional image of Council;
 - viii) observe, at all times, the Work Health and Safety Act and Regulations, the Local Government Act and Council's Policies and Procedures particularly with regard to safe work practices and the wearing and/or use of safety clothing, equipment, tools and appliances.

10.1.12 Spread of Hours

Ordinary hours of work may be worked between the hours of 5.00am and 1.00am on any 14 days of the fortnight, being Monday to Sunday, without the payment of overtime or weekend penalty rates.

10.1.13 Hours of Work

- a) The ordinary hours of duty of the employee will not exceed 10 hours on any one day or 76 hours over the 14 day period between Monday to Sunday.
- b) Overtime will be payable for work performed in excess of 10 ordinary hours on any one day or 76 hours over the 14 day period between Monday to Sunday.
- c) Employees required to work on a statutory holiday will be paid at double time and a half with a minimum of 4 hours.

10.1.14 Casual Employees

- a) Definition: Staff employed on an as required basis for a minimum of 3 hour engagement and a maximum of 38 hours per week. For casual personal trainers, the minimum period of engagement is 1 hour.
- b) Where a casual employee finishes work in less than 3 hours per engagement and provided they left the workplace at their own volition, they will be paid only for time actually worked. In addition, where an employee offers to relieve a rostered employee who has become unavailable at short notice (e.g due to illness, family emergency) then the casual will be paid only for time actually required to be worked.
- c) Where casual employees are required to work on more than one period on the same day, or the same event, only one minimum payment will be paid for the day.
- d) The rate of pay for casual employees will be the rate indicated in the table set out in clause 14.4 of the Certified Agreement hereto for the classification applicable and includes a 25% loading.

10.1.15 Multi-Hiring

Employees, covered under this agreement, will be required to perform any of the duties and responsibilities expected of an employee under this agreement, having regard to their qualifications and experience in a multifunctional environment. This will ensure a broad range of occupational groupings can be met by suitably qualified, trained, multi-skilled and experienced staff.

Where an employee accepts a shift for a position that is different to their substantive position, the employee will be paid at the classification rate for the duties that they are undertaking for that shift.

10.1.16 Mixed Functions

- a) An employee who is required or nominated by the Employer to undertake the substantial duties of a position which attracts a higher rate of pay under this Agreement than the employee's ordinary classification will be entitled to receive the higher rate of pay for the period that the employee is undertaking those duties.
- b) Where an employee is required to perform work attracting a higher rate of pay for less than 3 hours on any one day they will be entitled to be paid the higher rate for 3 hours. If the employee is required to undertake such duties for 3 hours or more they will be entitled to be paid the higher rate in respect of those hours actually worked at the higher classification.

10.1.17 Rates of Pay for Juniors

- a) Junior employees will be paid the following percentages of the minimum adult rate for the classification of the duties they are performing:
 - i) Under 18 years of age - 70%

10.1.18 Pay Rates Linked to Certified Agreement

The base wage rates shown at Clause 14.4 of this agreement will be varied as applicable to Queensland Local Government Industry (Stream B) – State 2017 employees and in accordance to Council's Certified Agreement from time to time.

10.1.19 Schedule of Wages

The minimum annual rate of salary payable to employees subject to this agreement are set out in Part 14.4 of this Agreement.

10.1.20 Appointment and Progression

- a) All employees engaged under this Agreement will be appointed to a Grade in accordance with clause 10.1.34 of this agreement and to a pay point within that grade commensurate with demonstrated experience.
- b) Employees will advance to the next incremental pay point step of their substantive position upon 12 months' of equivalent full time service in any position i.e. 1976 hours and upon satisfactory service, which includes performance and reliability.

10.1.21 Meal Breaks

- a) All employees required to work more than 6 hours continuously will be entitled to an unpaid meal break of 30 minutes provided that:
 - i) such break is not taken at the end of the engagement, and
 - ii) the taking of this break may be scheduled to ensure no disruption of service to customers.

10.1.22 Rest Pause

- a) Every employee who works a minimum of 8 consecutive ordinary hours (excluding the meal break) on any one day will receive a paid rest pause of 10 minutes duration in the first and second half of the shift worked. Where an employee is rostered to work more than a 9 hour day, and there is agreement between the employer and the employee or the majority of employees concerned, the rest pauses may be combined into one 20 minute rest pause.
- b) Every employee who works a minimum of 4 consecutive ordinary hours but less than 8 consecutive ordinary hours on any one day will receive a paid rest pause of 10 minutes duration.
- c) Rest pauses will be scheduled to ensure no disruption of service to customers.

10.1.23 Requirement to Work Overtime

- a) Employees covered by this Agreement will be required to work reasonable overtime to meet the operational needs. Where such overtime is worked, the normal overtime provisions, including payment, under and pursuant to the *Queensland Local Government Industry (Stream B) Award – State 2017* will apply.
- b) Overtime will be paid at 1 ½ times the ordinary rate for the first 3 hours and double time thereafter Monday to Saturday inclusive. Overtime worked on a Saturday will be subject to a minimum payment of 3 hours at overtime rates.
- c) Overtime worked on a Sunday will be paid at double time with a minimum payment of 3 hours at overtime rates.
- d) An employee will not be entitled to a minimum payment in respect of each separate period of overtime in a day and no minimum payment will apply where the overtime is continuous with an employee's ordinary hours of work.

10.1.24 Time Off In Lieu (TOIL)

- a) TOIL may occur by mutual agreement between Management and the individual employee.
- b) TOIL credits reflect actual time worked i.e. hour for hour and is not subject to penalty rates.
- c) The Time Off In Lieu will be taken at a time mutually agreed between the employee and the employer.

- d) Where time off in lieu has not been taken, or directed to be taken within 4 months since the overtime was worked, the employee will be paid the equivalent of the time worked at the relevant overtime rates.

10.1.25 Briefing/Training

Employees will be given the opportunity to participate in a range of training activities. Employees may be required to attend briefing/training sessions outside their rostered working hours and where this occurs, it will be considered as ordinary working time and be paid for at normal hourly rates. Training will be paid as a 2 hour minimum engagement.

10.1.26 Notice of Termination by Employee

The employee is to give Logan City Council at least one week's notice of termination of employment. If an employee fails to give this notice, Logan City Council will have the right to withhold the equivalent of one week's pay due to the employee.

10.1.27 Allowances

- a) Personal Trainer Allowance.
 - i) An employee who is required to perform the functions of a personal trainer and/or Group fitness trainer, will be paid a minimum of ½ hour loading of 60% of the Grade 4 rate of pay in addition to the person's normal full time casual hourly rate. This loading will be paid for a maximum of one hour only on each occasion.

10.1.28 Statutory or Public Holidays

- a) In accordance with legislative requirements, employees under this Agreement will be entitled to observe all applicable statutory or public holidays
- b) However, employees covered by this Agreement, rostered to work on a Public Holiday as provided for in the Holidays Act 1983 will be paid for at the rate of double time and one half with a minimum of 4 hours.
- c) All work done by these employees in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under the Holidays Act 1983, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town as specified in such notification of such district will be paid for at the rate of double time and a half with a minimum of 4 hours.
- d) For the purposes of this provision, "double time and a half" will mean one and a half days wages in addition to the prescribed weekly rate, or pro-rata if there is more or less than a day.
- e) All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times for the day of the week on which such holiday falls will be paid for at double the overtime rate prescribed by the Award for such time when worked outside the ordinary starting and ceasing times on an ordinary working day.

10.1.29 Safety and Protective Equipment, Tools Etc.

- a) Logan City Council will supply employees, at no expense to the employee, all safety and protective equipment, all necessary protective clothing, all necessary tools of trade and all other equipment and appliances required for the safe performance of their work. The employees agree to wear and use such equipment, clothing, tools and appliances as aforesaid and will return same to Logan City Council on termination or otherwise when requested by Logan City Council. The necessity of any such clothing, equipment, tools or appliances will be determined by Logan City Council.
- b) Logan City Council will provide for employees use, in addition to the requirements of all relevant Statutes and By-Laws, health, safety and welfare amenities as required from time to time by reason of the conditions and place of employment.

10.1.30 Staffing Levels

It is acknowledged that only those employees necessary to meet the operational needs of Council owned facilities and events will be rostered for duty at any one time.

10.1.31 Copy of Agreement

Upon execution of the Agreement, Logan City Council will supply a copy of this Agreement to each employee covered by the agreement. In addition, a true copy of this Agreement will be kept on Council's Intranet and be available upon request to the employees Program Leader or Manager.

10.1.32 Rights Reserved

Nothing in this Agreement will be construed as limiting the capacity of the Parties to this Agreement to mutually agree from time to time, to terms or conditions of employment different from those contained herein. Provided such variations are achieved in accordance with the relevant provisions of the Queensland Industrial Relations Act and Regulations as applicable and the provisions of Council's Certified Agreement or Council's Policies or Procedures.

10.1.33 Venues Covered By This Agreement

- a) Logan Entertainment Centre
- b) Beenleigh Events Centre
- c) Kingston Butter Factory Cultural Precinct
- d) Logan Leisure Centres
- e) All other Council owned community facilities and events
- f) Future Relevant Centres

10.1.34 Current Position Classifications

| Grade | Characteristics of the level | Indicative duties | Positions |
|-------|--|---|--|
| 1 | <p>Works under close direction and performs a range of basic tasks under established practices and procedures.</p> <p>Required to provide minimal judgement and problem-solving skills.</p> <p>Job specific knowledge and skills are obtained through on the job training and work place based induction training.</p> <p>Applies basic communication and interpersonal skills in dealing with customers and other workers.</p> <p>An employee at this level requires limited on the job training. Compliance accreditation that may be required includes First Aid, Responsible Service of Alcohol and Food Safety.</p> | <p>General cleaning duties.</p> <p>Assist in food preparation and service.</p> <p>Assist in the provision of technical and production services, which may include installation of seating, staging and function furniture. Operating small audio visual equipment.</p> <p>Provide food and beverage service, which may include banquet and beverage service and/or attending a food and beverage outlet.</p> <p>Operation of Point of Sale System.</p> <p>Cash handling.</p> <p>Assist with event setup and pack down.</p> <p>Ushering.</p> | <p>Cleaning Attendant</p> <p>Guest Service Attendant</p> <p>Kitchen Hand</p> <p>Production Assistant</p> <p>Food and Beverage Attendant</p> <p>Usher</p> |
| 2 | <p>Works under regular supervision. Employees would perform a range of tasks under clearly defined guidelines and procedures.</p> <p>Required to provide some judgement and problem-solving skills.</p> <p>Job specific knowledge and skills are obtained through on the job training and work place based induction training. May include training through accredited short courses.</p> | <p>An employee at this level may perform Grade 1 duties as well as:</p> <p>General counter duties including reception, taking bookings, members and membership enquiries, system operation, sale of products, and customer liaison.</p> | <p>Event Team Member</p> <p>Front of House Team Member</p> <p>Café Services Attendant</p> <p>Box Office Attendant</p> |

| | | | |
|---|---|--|---|
| | <p>May assist in on-the-job training of employees of a lower level.</p> <p>Applies effective communication and interpersonal skills in dealing with customers and other workers.</p> <p>Compliance accreditation that may be required include First Aid, Responsible Service of Alcohol and Food Safety.</p> | | |
| 3 | <p>Works under general direction and performs a range of substantial tasks under established practices and procedures.</p> <p>Required to provide judgement and practical problem-solving skills.</p> <p>Application of developed skills acquired through on the job training or accredited external training.</p> <p>May be required to train and supervise workers of a lower classification.</p> <p>Employees at this level require communication skills to enable them to effectively communicate with clients, other employees and members of the public and in the resolution of minor matters. Interpersonal skills in leading and motivating employees may be required.</p> <p>An employee at this level requires substantial knowledge and skills gained through on the job training. Compliance accreditation that may be required include First Aid, Responsible Service of Alcohol and Food Safety.</p> | <p>An employee at this level may perform Grade 2 duties as well as:</p> <p>Meal planning and cooking a range of meals with limited supervision.</p> <p>Ordering merchandise and stock control.</p> <p>Assist in the coordination, setup and supervision of food and beverage events.</p> <p>Reconciling and balancing cash, cash equivalents and POS daily reports.</p> <p>Assist in the coordination of venue setups and pack downs.</p> <p>Assist with the rostering of casual staff.</p> <p>Opening and closing of venues.</p> <p>Undertake minor repair work and maintenance of venue and equipment.</p> <p>Check equipment and resources to ensure they are clean, safe and in good state of operation.</p> | <p>Cook</p> <p>Banquet Team Leader</p> <p>Outlet Team Leader</p> <p>Venue Team Member</p> |
| 4 | <p>Employees work under minimal supervision and with a degree of autonomy.</p> <p>Required to apply judgement and essential problem-solving skills.</p> <p>Employees perform skilled and often, specialised tasks. Requires considerable on-the-job training and may require formal qualifications or relevant skills training or experience.</p> <p>May be required to train and supervise workers of a lower classification.</p> <p>Employees at this level require communication skills to enable them to effectively communicate with clients, other employees and members of the public and in the resolution of minor matters. Interpersonal skills in leading and motivating employees may be required.</p> <p>An employee at this level requires considerable knowledge and skills gained through on the job training and/or completion of accredited industry-based training courses. Qualifications and</p> | <p>An employee at this level may perform Grade 3 duties as well as:</p> <p>Design, implement and evaluate physical activity programs and training.</p> <p>Assist in the development of new initiatives, programs, activities, events or instructional techniques. Provide immediate care for injuries or medical emergencies. Ensure industry safety rules and regulations are followed.</p> | <p>Duty Officer/Program Instructor</p> <p>Fitness Leader</p> <p>Lifeguard</p> <p>Program Instructor (Babies & Toddlers)</p> <p>Learn to Swim Program Instructor</p> |

| | | | |
|---|--|--|--|
| | compliance accreditation that may be required include Swim Teacher Accreditation, Certificate IV Fitness, Pool Lifeguard Accreditation, Blue Card, Registered Fitness Professional, First Aid, CPR, Responsible Service of Alcohol and Food Safety. | | |
| 5 | <p>Employees work under minimal supervision and work autonomously.</p> <p>Required to provide significant judgement and exercise initiative to resolve issues.</p> <p>Employees perform more highly skilled and often, specialised tasks. Requires substantial on-the-job training and may require formal qualifications or relevant skills training or experience.</p> <p>Provide employees with on the job training, guidance and knowledge of workplace knowledge and procedures.</p> <p>May be required to supervise and lead a team of employees and monitor performance against work outcomes.</p> <p>Well-developed communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconciling different points of view.</p> <p>An employee at this level requires substantial knowledge and skills gained through on the job training and/or completion of accredited industry-based training courses. Qualifications and compliance accreditation that may be required include Swim Teacher Accreditation, Certificate IV Fitness, Pool Lifeguard Accreditation, Pool Plant Operator, Construction White Card, Elevated Work Platform Licence, Responsible Management of a Licenced Venue, Blue Card, Registered Fitness Professional, First Aid, CPR, Responsible Service of Alcohol and Food Safety</p> | <p>An employee at this level may perform Grade 4 duties as well as:</p> <p>Provide coaching services.</p> <p>Assist with the development of standard operating procedures.</p> <p>Cost effective rostering of staff.</p> <p>Management of Front of House operating systems.</p> <p>Coordinate and deliver new initiatives, programs, activities, events or instructional techniques.</p> <p>Assist hirers/customers with the coordination of resources and services for programs and events.</p> <p>Perform water tests and remedial actions, pool cleaning and the operation, monitoring and maintenance of pool plant.</p> <p>Setup and operate professional technical equipment including lighting, audio visual and staging.</p> | <p>Aquatic Centres Coach</p> <p>Front of House Team Leader</p> <p>Venue Technician</p> <p>Event Supervisor</p> <p>Community Venues</p> <p>Facility Team Leader</p> <p>Venues Officer</p> <p>Senior Lifeguard</p> |
| 6 | <p>Employees work under limited supervision and have autonomy.</p> <p>Required to provide high level of judgement and exercise initiative to rectify issues requiring detailed knowledge.</p> <p>Employees perform advanced skills and specialised tasks. Requires advanced on-the-job training and may require formal qualifications or relevant skills training or experience. The work would generally involve the application of such skills in a complex area or to an advanced degree.</p> <p>May provide higher level supervision to different groups of employees requiring motivation, monitoring, managing and coordination to achieve specific outputs.</p> | <p>An employee at this level may perform Grade 5 duties as well as:</p> <p>Overall Front of House operations including oversight of cash handling activities, quotations, assessment of security needs, supervision of groups of employees.</p> <p>Planning, stock control management, oversight of kitchenhands, review of procedures, address customer complaints, operation of kitchen and outlets.</p> | <p>Chef</p> <p>Senior Duty Officer</p> <p>Front of House Supervisor</p> |

| | | | |
|---|---|---|---|
| | <p>Persuasive communication skills are required to participate in specialised discussions to resolve issues, including explaining policy to the public and/or others and reconciling different points of view. Require high level of interpersonal skills to lead and motivate employees.</p> <p>An employee at this level requires advanced knowledge and skills gained through on the job training and/or completion of accredited industry-based training courses. Qualifications and Compliance that may be required include Certificate IV Commercial Cookery, Pool Lifeguard Accreditation, Pool Plant Operator, Responsible Management of a Licenced Venue, Blue Card, First Aid, CPR and Responsible Service of Alcohol.</p> | | |
| 7 | <p>Employees work under minimal supervision autonomously or within a team with complex instructions and procedures and take responsibility for the work undertaken.</p> <p>Required to provide extensive judgement and exercise a high level of independence in determining direction and approach to complex issues.</p> <p>Employees perform advanced skills and specialised tasks. Requires extensive on-the-job training and may require formal qualifications or relevant skills training or experience. The work would generally involve the application of such skills in a more complex area or to a more advanced degree.</p> <p>Provide high level supervision to groups of employees requiring motivation, monitoring, managing and coordination to achieve specific outputs.</p> <p>Positions at this level may also be required to use innovation to resolve operational issues.</p> <p>Highly developed communication skills are required to lead, influence, persuade and/or motivate others to achieve objectives and resolve complex conflict situations.</p> <p>An employee at this level requires extensive knowledge and skills gained through on the job training and/or completion of accredited industry-based training courses. Qualifications and Compliance that may be required include Swim Teacher Accreditation, Certificate IV Commercial Cookery, Pool Lifeguard Accreditation, Pool Plant Operator, White Construction Card, Elevated Work Platform, Responsible Management of a Licenced Venue, Blue Card, First Aid, CPR and Responsible Service of Alcohol.</p> | <p>An employee at this level may perform Grade 6 duties as well as:</p> <p>Kitchen management, controlling financial targets</p> <p>Delivery of events in community venues</p> <p>Supervision of technical and production services during set up and delivery of events</p> <p>Responsible for service delivery of events including banquets and conferencing</p> <p>Client liaison on complex and/or technical matters</p> <p>Selection and recruitment of staff.</p> <p>Assesses work performance of staff.</p> <p>Development of in-house training programs.</p> | <p>Event Supervisor – Community Venues</p> <p>Venues Supervisor</p> <p>Learn to Swim Supervisor</p> <p>Health & Fitness Supervisor</p> <p>Aquatic Supervisor</p> <p>Senior Chef – Production and Events</p> <p>Technical & Production Supervisor</p> <p>Food & Beverage Supervisor</p> <p>Facility Supervisor</p> |

PART 11: LOGAN WATER INTEGRATED SERVICE HUB LOCAL AREA AGREEMENT



LOGAN CITY COUNCIL
Logan Water - Integrated Service Hub
Local Area Agreement
2025

Local Area Agreement – Logan Water Integrated Service Hub

11.1 Title

11.1.1 This agreement will be known as the Logan Water ‘Integrated Service Hub Local Area Agreement’ (**ISH LAA**).

11.2 The Parties

11.2.1 The Parties to this ISH LAA are:

Logan City Council (**Council**);

employees of Logan City Council engaged as Duty Officers in the Logan Water Integrated Service Hub (**Duty Officers**); and

Queensland Services, Industrial Union of Employees, trading as “The Services Union”; *together*, ‘the Parties’.

11.3 Coverage

11.3.1 This ISH LAA will apply to Council and to Duty Officers.

11.4 Industrial Instruments

11.4.1 This ISH LAA is implemented in accordance with clause 1.9.3 of the Logan City Council Certified Agreement 2025 (**the Certified Agreement**).

11.4.2 The Parties agree that this ISH LAA is intended to be read in conjunction with the Certified Agreement as amended or replaced and the Queensland Local Government Industry (Stream A) Award – State 2017 as amended or replaced (**the Award**).

11.4.3 Where there is any inconsistency between the provisions of this ISH LAA, the Certified Agreement or the Award, the provisions of the ISH LAA will prevail to the extent of the inconsistency.

11.5 Purpose

11.5.1 The purpose of this ISH LAA is to enable Logan Water to provide safe, reliable, sustainable and continuous services from the Integrated Services Hub for the benefit of the community.

11.5.2 This ISH LAA aims to achieve this purpose by implementing a rotating shift roster for the Duty Officers that enables the Integrated Services Hub to be operative 24 hours a day, 7 days a week.

11.5.3 This ISH LAA allows for the provision of reliable water service to the community while also providing a sustainable working arrangement that is fair to the Duty Officers.

11.6 Rotating Shift Roster

11.6.1 At the date this ISH LAA commences, there will be 6 Duty Officers covered by this ISH LAA. Accordingly, a 6 week Rotating Shift Roster will be implemented on the commencement of this ISH LAA to ensure equal rotation for the 6 Duty Officer positions.

11.6.2 The Parties agree that the ISH LAA and the Rotating Shift Roster may be varied from time to time according to business requirements, including if Council requires that the number of Duty Officers employed in the Integrated Services Hub be increased. The Parties agree that such a change, if it has no significant effect on the Duty Officers, will not be subject to Part 7 of the Certified Agreement – ‘Managing Organisational Change’.

11.6.3 Duty Officers are required to perform work in person at the ISH in York Street, Beenleigh, or at an alternate Council owned location designated to be an ISH as may be required in emergency or disaster situations.

11.6.4 Council employees who are engaged to work temporarily in the Integrated Services Hub to cover for the temporary absence of a Duty Officer for a period shorter than 6 weeks (or shorter than the length of the Rotating Shift Roster should the length change in the future), will be paid according to the Certified Agreement and Award and not this ISH LAA. However, any Council employee who works temporarily in the Integrated Services Hub, undertaking shift work, and for a continuous period equal to the length of the Rotating Shift Roster, will be paid according to the terms of this ISH LAA.

11.7 Commencement and Operation

11.7.1 This Agreement has been developed in accordance with the terms of the Logan City Council Certified Agreement 2025 (the Certified Agreement). This Agreement will:

11.7.2 Operate from the first full pay period after the execution of the Agreement of the authorised representative of the Council and the Union.

11.7.3 Will remain in force in accordance with the terms of the Certified Agreement.

11.8 Dispute Settling Procedures

11.8.1 In the event the Parties to the ISH LAA cannot agree on matters relating to the operation of the ISH LAA, Part 5 – Dispute Avoidance, Resolution and Settlement of the Certified Agreement will apply.

11.9 Copy of the ISH LAA

11.9.1 Upon execution of the ISH LAA, Council will make a copy of the ISH LAA available to the Duty Officers in electronic or hard copy form.

11.9.2 A copy of the ISH LAA will be available on Council's Intranet.

11.10 Review of Rotating Shift Roster Arrangements

11.10.1 The Parties agree that a review of the Rotating Shift Roster will take place after 2 completed 6 week roster rotations following its implementation. The purpose of the review will be to assess whether it is suitable to meet operational requirements and whether the Rotating Shift Roster is working well for the Duty Officers. The review will be conducted in consultation with the Parties and will take into account feedback from the Duty Officers.

11.10.2 The Parties agree that the review may take place at an earlier or later time than the time specified in clause 11.10.1 if necessary due to operational requirements, but will not take place later than 10 February 2026.

11.10.3 The Parties agree that further reviews of the Rotating Shift Roster may be required from time to time to ensure that it is working well from an operational point of view and from the view of the Duty Officers.

11.11 Future changes to employment conditions

11.11.1 Nothing in this ISH LAA will be construed as limiting the capacity of the Parties to mutually agree from time to time, in writing, to terms or conditions of employment different from those contained in this ISH LAA, provided that those different conditions comply with relevant legislation, the Award and the Certified Agreement.

11.12 Terms in Certified Agreement not to apply to Duty Officers

11.12.1 The following clauses of the Certified Agreement are deemed to be replaced by the terms and operation of this ISH LAA. Accordingly, the following clauses of the Certified Agreement do not apply to the Duty Officers.

Part 2: Hours of Work– entire Part;

Part 3: Leave Provisions;

a) 3.5 – Sick Leave Taken Prior to RDO

b) 3.7 – Sick Leave Absenteeism Strategy

c) 3.10 – Annual Leave at Half Pay; and

d) 3.11 - Christmas Leave.

11.13 Remuneration

11.13.1 The remuneration payable to the Duty Officers at the commencement of this ISH LAA is set out in the Schedule to this ISH LAA.

11.13.2 The remuneration is made up of 2 components:

Component One: ‘Base Salary’ as specified in the Certified Agreement with all wage increases to be made in accordance with the terms of the Certified Agreement;

Component Two: A ‘Combined Allowance Rate’ which incorporates the following:

- a) shift allowance of 15% payable to Duty Officers when they work afternoon and evening shifts on weekdays;
- b) overtime penalty rates for any time rostered in excess of 8 hours per shift;
- c) Saturday and Sunday rates of time and a half where a Duty Officer works no more than 5 days continuously in a week;
- d) overtime rates for days worked in excess of 5 continuous days in a week;
- e) paid meal breaks calculated at the same rate payable for the shift; and
- f) effective from 1 January 2026, the value of 4, 8 hour days of Christmas Leave.

All increases in the rates of allowances incorporated into the Combined Allowance Rate, and other allowances that may be paid separately, will be made in accordance with the terms of the Certified Agreement or Award.

At the commencement date of this ISH LAA, the Combined Allowance Rate is based on the agreed 6 week rotating shift roster. If the Rotating Shift Roster is varied, the Combined Allowance Rate will be re-calculated to reflect the requirements of the new roster.

11.14 Hours of Work and Rotating Shift Roster Arrangements

- 11.14.1** Duty Officers are required to work a Rotating Shift Roster that provides for an average of 36.25 ordinary hours per week over the period of the Rotating Shift Roster.
- 11.14.2** The Rotating Shift Roster provides that ordinary hours may be worked on any 7 days in a week, Monday to Sunday inclusive, and allows for at least 2 consecutive rest days between rostered working weeks.
- 11.14.3** The Parties agree that despite the Rotating Shift Roster, shifts may need to be reallocated to Duty Officers due to operational requirements such as emergencies, or the temporary absence of a Duty Officer.
- 11.14.4** It is Council’s intention that notice of the Rotating Shift Roster will be provided to Duty Officers 2 weeks in advance or the commencement of each rotation. However, in accordance with the Award, Council will provide at least 7 days’ notice of the Rotating Shift Roster arrangements. Any changes to the Rotating Shift Roster after it has been posted, will be notified to the affected Duty Officers at least 24 hours in advance of the implementation of the change.
- 11.14.5** Any changes to the roster will be notified to the employees affected at least 24 hours in advance of the implementation of the alteration. Where this occurs, the Duty Officer will be paid the difference in shift value from the original shift to the replacement shift in the form of a further allowance. Where a Duty Officer is required to work a roster of less value, no deduction will be made.
- 11.14.6** If 24 hours’ notice is not provided, the employee concerned will be paid ordinary time for all time worked, in addition to the Base Salary already paid for the original rostered shift, until 24 hours has expired from the time the notice was given. Such penalty will not apply if the change is made at the request of the employee/s concerned.

11.15 Overtime

- 11.15.1** All time worked in excess of the Rotating Shift Roster hours will be considered overtime and paid for at the rate of double time. Where a Duty Officer is recalled to work after returning home from completing a normal rostered shift, they will be provided with a minimum of 4 hours’ work, or be paid for 4 hours at the rate of double time.
- 11.15.2** During an emergency such as a natural disaster, Duty Officers may be expected to work additional shifts as part of an Incident Response Management Plan with short notice.

11.15.3 Time in lieu for overtime arrangements are not available to Duty Officers due to the operational requirements of the Rotating Shift Roster.

11.15.4 A Duty Officer's personal circumstances will be taken into account if they are unable to work additional shifts during an emergency. Such personal circumstances should be notified to the Duty Officer's supervisor as soon as possible should such an emergency occur.

11.16 Meal Breaks

11.16.1 Meal breaks will be taken in accordance with clause 16.2(a) of the Award, which provides that:

Duty Officers are permitted a paid meal break of 30 minutes during each shift; and

Meal breaks are to be taken at a time and in a manner that will not interrupt any service being provided to the general public.

11.16.2 That part of clause 16.2(b) of the Award which contains penalty rates for work undertaken during meal breaks is excluded by this ISH LAA.

11.16.3 Duty Officers may extend their meal break by whatever period of time they are required to spend working during their scheduled meal break, so that their meal break is of the same duration as the meal break the Duty Officer would have enjoyed had they not been required to continue working.

11.17 Rest Pauses

11.17.1 Rest pauses will be taken in accordance with clause 17(a) and (b) of the Award, which provides that:

Duty Officers are permitted a rest pause of 10 minutes in the first and second half of their shift, which are to be taken at times which will not interfere with the continuity of work.

11.18 Leave

11.18.1 Leave will accrue according to the Certified Agreement provisions.

11.18.2 All leave taken will be deducted from a Duty Officer's accrual on an hourly basis according to the number of hours which the Duty Officer had been rostered to work or would have been rostered to work had they not taken leave.

11.18.3 Duty officers are required to notify their supervisor if they cannot attend a rostered shift, by giving at least 48 hours' notice, or as soon as is reasonably practicable.

11.19 Sick Leave Absenteeism Patterns

11.19.1 The following clauses provide examples of potential sick leave absence patterns relevant for Duty Officers, which is to be read in conjunction with clause 3.7 of the Certified Agreement:

1 or 2 full day absences either side of non-rostered shift, or on a rostered public holiday, amounting to 4 or more occurrences in any 12 month period

1 or 2 full day absences on a regular basis amounting to 5 or more occurrences in a 12 week period

1 or 2 full day absences totalling 10 days or more in any 6 month period.

11.20 Annual Leave

11.20.1 Duty Officers are continuous shift workers as defined in the Award, and as such, are entitled to 5 weeks' annual leave per year.

11.20.2 Due to the operational requirements of the Rotating Shift Roster, there is less flexibility in when Duty Officers are able to take their annual leave entitlement. However, Council will work with the Duty Officers so that whenever possible a Duty Officer's request to take annual leave will be accommodated.

11.20.3 Due to the operational requirements of the Rotating Shift Roster, annual leave may only be taken in full days/shifts and not on an hourly or part day basis.

11.20.4 Annual leave requests will be considered taking into account the operational requirements of the Rotating Shift Roster and the requirement not to cause undue disruption to the operation of the Integrated Services Hub.

- 11.20.5** Leave requests must be made in writing by a Duty Officer and expressly agreed to in writing by the Duty Officer's supervisor.
- 11.20.6** It is Council's expectation that the Duty Officers and their supervisors will work together to plan annual leave sufficiently in advance so as to cause as little disruption as possible to the operation of the Rotating Shift Roster.
- 11.20.7** If the period of annual leave requested is less than one week, a minimum of 48 hours' notice is required to be given to a Duty Officer's immediate supervisor.
- 11.20.8** If the period of annual leave requested is one week or more, a minimum of 28 days' notice is required to be given to a Duty Officer's immediate supervisor. A shorter period of notice may be accepted in extenuating circumstances or by mutual agreement between a Duty Officer and their supervisor. Agreement to a shorter period of notice must be recorded in writing between the Duty Officer and their supervisor.
- 11.20.9** In accordance with clause 19.3(b)(ii) of the Award, annual leave will be paid at the same remuneration as the Duty Officer would be paid if working a shift on the Rotating Shift Roster. Because of this benefit, Duty Officers are not ordinarily entitled to annual leave loading. However this has been negotiated, and the combined allowance and annual leave loading will both be paid during periods of annual leave.

11.21 Long Service Leave

- 11.21.1** Due to the operational requirements of the Rotating Shift Roster, there is less flexibility in when Duty Officers are able to take their long service leave entitlement. However, Council will work with the Duty Officers so that whenever possible a Duty Officer's request to take long service leave will be accommodated.
- 11.21.2** In accordance with the Certified Agreement, long service leave may only be taken in periods of one full working week.
- 11.21.3** Long service leave requests will be considered taking into account the operational requirements of the Rotating Shift Roster and the requirement not to cause undue disruption to the operation of the Integrated Services Hub.
- 11.21.4** Leave requests must be made in writing by a Duty Officer and expressly agreed to in writing by the Duty Officer's supervisor.
- 11.21.5** It is Council's expectation that the Duty Officers and their supervisors will work together to plan annual leave sufficiently in advance so as to cause as little disruption as possible to the operation of the Rotating Shift Roster.
- 11.21.6** Requests to take long service leave require a minimum period of notice equal to the length of the Rotating Shift Roster. A shorter period of notice may be accepted in extenuating circumstances or by mutual agreement between a Duty Officer and their supervisor. Agreement to a shorter period of notice must be recorded in writing between the Duty Officer and the supervisor.
- 11.21.7** Long service leave will be paid at the same remuneration as the Duty Officer would be paid if working a shift on the Rotating Shift Roster.

11.22 Parental Leave

- 11.22.1** Duty Officers are entitled to the same number of weeks Paid Parental leave negotiated in the Certified Agreement.
- 11.22.2** For a full-time employee, a week parental leave will be 36.25 hours, paid at base rates. The Combined Allowance Rate will not be paid during periods of Parental Leave.

11.23 Public Holidays

- 11.23.1** Public holiday penalty rates are not included in the Combined Allowance Rate.
- 11.23.2** Clauses relating to Public Holidays in the Certified Agreement and Award are not excluded by this ISH LAA.
- 11.23.3** The Parties agree that for the operational requirements of the Rotating Shift Roster, it is reasonable for Council to ask Duty Officers to work on public holidays.

11.24 Public Holiday Penalty Rates

11.24.1 Duty Officers who are required to work a shift on a public holiday will be paid an additional 150% of the base salary for all hours worked which fall on the gazetted public holiday.

Schedule

11.25 Remuneration and Shift Change Allowances

11.25.1 In accordance with clause 11.13, the remuneration payable and Shift Change Allowances possible for Duty Officers covered by the ISH LAA are set out as follows:

| Level 5.1 | At Certification | 1 Jan 2026 | 1 July 2026 | 1 July 2027 |
|---|-------------------------|-------------------|--------------------|--------------------|
| Component 1 Hourly Rate | \$51.0103 | \$51.0103 | \$53.5608 | \$55.7032 |
| Component 2 Hourly Rate | \$22.5001 | \$23.3660 | \$24.5343 | \$25.5157 |
| SC- Relief to Night / Afternoon or SC – Day to Night / Afternoon | \$70.7768 | \$70.7768 | \$74.3156 | \$77.2882 |
| SC - Night to Night 12/ Day 12 or SC – Afternoon to Night 12 /Day 12 | \$719.8829 | \$719.8829 | \$734.0800 | \$748.6371 |
| SC- Training to Night 12 / Day 12 | \$733.2731 | \$733.2731 | \$747.7343 | \$762.5621 |
| SC- Relief to Night 12/ Day 12 or SC – Day to Night 12 / Day 12 | \$790.6597 | \$790.6597 | \$806.2527 | \$822.2409 |

| Level 5.2 | At Certification | 1 Jan 2026 | 1 July 2026 | 1 July 2027 |
|---|-------------------------|-------------------|--------------------|--------------------|
| Component 1 Hourly Rate | \$52.0163 | \$52.0163 | \$54.6171 | \$56.8018 |
| Component 2 Hourly Rate | \$22.9438 | \$23.8269 | \$25.0182 | \$26.0189 |
| SC- Relief to Night / Afternoon or SC – Day to Night / Afternoon | \$72.1726 | \$72.1726 | \$73.6038 | \$74.3156 |
| SC - Night to Night 12/ Day 12 or SC – Afternoon to Night 12 /Day 12 | \$734.0800 | \$734.0800 | \$748.6371 | \$755.8768 |
| SC- Training to Night 12 / Day 12 | \$747.7343 | \$747.7343 | \$762.5621 | \$769.9365 |
| SC- Relief to Night 12/ Day 12 or SC – Day to Night 12 / Day 12 | \$806.2527 | \$822.2409 | \$830.1924 | \$846.5651 |

| Level 5.3 | At Certification | 1 Jan 2026 | 1 July 2026 | 1 July 2027 |
|---|-----------------------------|-------------------|--------------------|--------------------|
| Component 1 Hourly Rate | \$53.0478 | \$53.0478 | \$55.7002 | \$57.9282 |
| Component 2 Hourly Rate | \$23.3988 | \$24.2994 | \$25.5143 | \$26.5349 |
| SC- Relief to Night / Afternoon or SC – Day to Night / Afternoon | \$73.6038 | \$73.6038 | \$74.3156 | \$75.7812 |
| SC - Night to Night 12/ Day 12 or SC – Afternoon to Night 12 /Day 12 | \$748.6371 | \$748.6371 | \$755.8768 | \$770.7838 |
| SC- Training to Night 12 / Day 12 | \$762.5621 | \$762.5621 | \$769.9365 | \$785.1208 |
| SC- Relief to Night 12/ Day 12 or SC – Day to Night 12 / Day 12 | \$822.2409 | \$822.2409 | \$830.1924 | \$846.5651 |

PART 12: AGREEMENT TO PAY ACCUMULATED SICK LEAVE

12.1 Agreement

It is agreed between the Parties that:

- 12.1.1** This Agreement will commence on and from the 1 July 1992 (hereinafter called the 'Commencement Date').
- 12.1.2** This Agreement may be varied at any time by the agreement of the Parties evidenced in writing.
- 12.1.3** Subject to Clause 12.1.4, this Agreement may be terminated:
 - a) by either of the Parties giving to the other not less than 3 calendar months' notice in writing; or
 - b) by mutual agreement of the Parties, whichever is the sooner.
- 12.1.4** Should any problems, queries or concerns be experienced by Council and/or Council employees with the operation of this Agreement the grievance procedure between the Unions and the Local Government Association of Queensland will be followed.
- 12.1.5** The rules and guidelines for the operation of this Agreement unless otherwise varied are provided herein and will be in accordance with Clause 12.3.

12.2 Vested Sick Leave

- 12.2.1** The Parties are in Agreement that any person employed on or after the 18 July 1995, will not be entitled to any benefit prescribed in Part 12 of the Agreement to Pay Accumulated Sick Leave.
- 12.2.2** The Parties further agree that the benefits of the Agreement to Pay Accumulated Sick Leave Scheme now available to employees of Council who commenced employment prior to 18 July 1995, will be preserved by the deletion of Clause 3 of the said Agreement to Pay Accumulated Sick Leave.
- 12.2.3** The Parties also agree that the operation of this scheme is to be fully explained in writing to all new and prospective employees prior to commencement.
- 12.2.4** The Parties further agree that employees who as at 1 January 2009 have an entitlement under the "Agreement to Pay Accumulated Sick Leave" will, provided that a minimum sick leave balance of 8 weeks is retained, be able to access, on a voluntary basis, 1 or more of the following arrangements to facilitate the payment of this benefit:
 - a) Apply for 1 or more payments, up to the limit of their entitlement, prior to cessation of employment; and/or
 - b) Have a designated amount sacrificed into Superannuation; and/or
 - c) Convert their accrued entitlement to unloaded annual leave; and/or
 - d) Payment of the accrued entitlement upon cessation of employment, for other than serious misconduct.
- 12.2.5** Access to any of the above options does not affect the ongoing accumulation of future entitlements under this scheme.
- 12.2.6** It is recommended that employees prior to exercising any of these options seek professional advice.

12.3 Rules and Guidelines

12.3.1 Every employee, upon termination of their employment for any cause other than misconduct justifying summary dismissal as provided for in the Logan City Council Staffing Policies and Procedures, will be paid in respect of accumulated sick leave credits earned by them whilst in the employ of the Logan City Council, on the following basis;

| | |
|---|------|
| If employed for an unbroken period of service of less than 5 years | Nil |
| If employed for an unbroken period of service of 5 years or more, but less than 10 years | 25% |
| If employed for an unbroken period of service of 10 years or more, but less than 15 years | 50% |
| If employed for an unbroken period of service of 15 years or more, but less than 20 years | 75% |
| If employed for an unbroken period of service of 20 years or more | 100% |

Provided that the calculation of the aforementioned service, the payment in respect of the abovementioned percentages of accumulation, and the continuity of service will be made the same way and on the same basis as that prescribed from time to time in the Queensland Local Government Officers' Award relating to Long Service Leave.

12.3.2 Where an employee whose services have been terminated in the manner prescribed above is re-employed by the Logan City Council after a period out of the service not exceeding 3 months, such employee will not be entitled to continuity of employment as prescribed unless at the point of re-employment, the employee refunds to the Logan City Council all of the payment previously made to them in accordance with Clause 12.3.1.

Provided that if such employee at the point of re-employment elects not to refund such payment then for the purposes of this Agreement their re-employment will be regarded as a new and separate engagement.

PART 13: SCHEDULE OF WAGES 72.5 HOUR FORTNIGHT

13.1 Queensland Local Government Industry (Stream A) Award – State 2017 Wage Schedule 72.5 hour fortnight

| Division 2: Section1 – Administration, clerical, technical, professional, community services, supervisory and managerial services | | | | |
|---|-----------|--|-------------------------------------|--|
| Classification Level | Increment | Hourly Rate at Certification 6% increase | Hourly Rate 1 July 2026 5% increase | Hourly Rate 1 July 2027 4% increase or CPI* (capped at 5%) |
| 1 | 1 | \$33.1793 | \$34.8383 | \$36.2318 |
| | 2 | \$33.6480 | \$35.3304 | \$36.7436 |
| | 3 | \$34.3083 | \$36.0237 | \$37.4646 |
| | 4 | \$35.0292 | \$36.7806 | \$38.2519 |
| | 5 | \$35.7673 | \$37.5557 | \$39.0579 |
| | 6 | \$36.5382 | \$38.3651 | \$39.8997 |
| 2 | 1 | \$37.3939 | \$39.2636 | \$40.8341 |
| | 2 | \$38.2949 | \$40.2097 | \$41.8180 |
| | 3 | \$39.2581 | \$41.2210 | \$42.8698 |
| | 4 | \$40.2378 | \$42.2497 | \$43.9397 |
| 3 | 1 | \$41.2154 | \$43.2761 | \$45.0072 |
| | 2 | \$42.1951 | \$44.3049 | \$46.0771 |
| | 3 | \$43.1749 | \$45.3337 | \$47.1470 |
| | 4 | \$44.1547 | \$46.3624 | \$48.2169 |
| 4 | 1 | \$45.1329 | \$47.3895 | \$49.2851 |
| | 2 | \$46.1126 | \$48.4183 | \$50.3550 |
| | 3 | \$47.0924 | \$49.4470 | \$51.4249 |
| | 4 | \$48.0712 | \$50.4748 | \$52.4938 |
| 5 | 1 | \$51.0103 | \$53.5608 | \$55.7032 |
| | 2 | \$52.0163 | \$54.6171 | \$56.8018 |
| | 3 | \$53.0478 | \$55.7002 | \$57.9282 |
| 6 | 1 | \$54.7453 | \$57.4825 | \$59.7818 |
| | 2 | \$56.4420 | \$59.2641 | \$61.6347 |
| | 3 | \$58.1402 | \$61.0472 | \$63.4891 |
| 7 | 1 | \$59.8376 | \$62.8295 | \$65.3427 |
| | 2 | \$61.5344 | \$64.6111 | \$67.1956 |
| | 3 | \$63.2315 | \$66.3931 | \$69.0488 |
| 8 | 1 | \$65.2687 | \$68.5322 | \$71.2734 |
| | 2 | \$67.3049 | \$70.6702 | \$73.4970 |
| | 3 | \$69.3428 | \$72.8099 | \$75.7223 |
| | 4 | \$71.2543 | \$74.8170 | \$77.8097 |
| | 5 | \$73.1661 | \$76.8244 | \$79.8973 |
| * Subject to CPI increase in accordance with clause 4.1 | | | | |

13.2 Queensland Local Government Industry (Stream B) Award – State 2017 Wage Schedule 72.5 hour fortnight

| Division 2: Section 5 – Operational Services | | | |
|---|---|--|---|
| Classification Level | Hourly Rate at Certification 6% increase | Hourly Rate 1 July 2026 5% increase | Hourly Rate 1 July 2027 4% increase or CPI* (capped at 5%) |
| Operational Worker, Level 1 | \$31.4699 | \$33.0434 | \$34.3651 |
| Operational Worker, Level 2 | \$31.8750 | \$33.4688 | \$34.8075 |
| Operational Worker, Level 3 | \$32.2801 | \$33.8941 | \$35.2499 |
| Operational Worker, Level 4 | \$32.6961 | \$34.3309 | \$35.7041 |
| Operational Worker, Level 5 | \$33.1186 | \$34.7746 | \$36.1655 |
| Operational Worker, Level 6 | \$33.9758 | \$35.6746 | \$37.1015 |
| Operational Worker, Level 7 | \$34.8733 | \$36.6169 | \$38.0816 |
| Operational Worker, Level 8 | \$35.8611 | \$37.6541 | \$39.1603 |
| Operational Worker, Level 9 | \$36.9534 | \$38.8011 | \$40.3531 |
| * Subject to CPI increase in accordance with clause 4.1 | | | |

13.3 Queensland Local Government Industry (Stream C) Award – State 2017 Wage Schedule 72.5 hour fortnight

| Division 2: Section 1 – Building Trades Services | | | |
|---|---|--|---|
| Classification Level | Hourly Rate at Certification 6% increase | Hourly Rate 1 July 2026 5% increase | Hourly Rate 1 July 2027 4% increase or CPI* (capped at 5%) |
| Building Tradesperson, Level 1 | \$33.1186 | \$34.7746 | \$36.1655 |
| Building Tradesperson, Level 2 | \$34.3518 | \$36.0694 | \$37.5121 |
| Building Tradesperson, Level 3 | \$35.6896 | \$37.4741 | \$38.9730 |
| * Subject to CPI increase in accordance with clause 4.1 | | | |

| Division 2: Section 2 – Engineering and Electrical/Electronic Services | | | |
|--|---|---|---|
| Classification Level | Hourly Rate at Certification 6% increase | Hourly Rate 1 July 2026 5% increase | Hourly Rate 1 July 2027 4% increase or CPI* (capped at 5%) |
| C11 | \$31.3890 | \$32.9584 | \$34.2768 |
| C10 | \$33.1186 | \$34.7746 | \$36.1655 |
| C9 | \$33.9758 | \$35.6746 | \$37.1015 |
| C8 | \$34.8733 | \$36.6169 | \$38.0816 |
| C7 | \$35.8611 | \$37.6541 | \$39.1603 |
| C6 | \$38.0028 | \$39.9030 | \$41.4991 |
| C5 | \$39.0415 | \$40.9936 | \$42.6333 |
| Coord. (8) | \$41.3062 | \$43.3715 | \$45.1064 |
| * Subject to CPI increase in accordance with clause 4.1 | | | |

| Division 2: Section 3 – Nursing Services | | | | | | |
|---|---|-----------|---|-----------|---|------------|
| Registered Nurse | Hourly Rate at Certification 6% increase | | Hourly Rate 1 July 2026 5% increase | | Hourly Rate 1 July 2027 4% increase or CPI* (capped at 5%) | |
| Classification Level | Permanent | Casual | Permanent | Casual | Permanent | Casual |
| Level 1 | \$58.2841 | \$72.8551 | \$61.1983 | \$76.4979 | \$63.6462 | \$79.5578 |
| Level 2 | \$63.4039 | \$79.2549 | \$66.5741 | \$83.2176 | \$69.2371 | \$86.5463 |
| Level 3 | \$73.4580 | \$91.8225 | \$77.1309 | \$96.4136 | \$80.2161 | \$100.2702 |
| * Subject to CPI increase in accordance with clause 4.1 | | | | | | |

PART 14: SCHEDULE OF WAGES 76 HOUR FORTNIGHT

14.1 Queensland Local Government Industry (Stream A) Award – State 2017 Wage Schedule 76 hour fortnight

| Division 2: Section1 – Administration, clerical, technical, professional, community services, supervisory and managerial services | | | | |
|---|-----------|--|-------------------------------------|--|
| Classification Level | Increment | Hourly Rate at Certification 6% increase | Hourly Rate 1 July 2026 5% increase | Hourly Rate 1 July 2027 4% increase or CPI* (capped at 5%) |
| 1 | 1 | \$35.9252 | \$37.7215 | \$39.2303 |
| | 2 | \$36.4326 | \$38.2543 | \$39.7844 |
| | 3 | \$37.1476 | \$39.0050 | \$40.5652 |
| | 4 | \$37.9282 | \$39.8246 | \$41.4175 |
| | 5 | \$38.7274 | \$40.6638 | \$42.2903 |
| | 6 | \$39.5620 | \$41.5401 | \$43.2018 |
| 2 | 1 | \$40.4885 | \$42.5130 | \$44.2135 |
| | 2 | \$41.4641 | \$43.5374 | \$45.2789 |
| | 3 | \$42.5070 | \$44.6324 | \$46.4177 |
| | 4 | \$43.5679 | \$45.7463 | \$47.5761 |
| 3 | 1 | \$44.6263 | \$46.8576 | \$48.7319 |
| | 2 | \$45.6872 | \$47.9715 | \$49.8904 |
| | 3 | \$46.7480 | \$49.0854 | \$51.0488 |
| | 4 | \$47.8089 | \$50.1993 | \$52.2073 |
| 4 | 1 | \$48.8680 | \$51.3114 | \$53.3638 |
| | 2 | \$49.9289 | \$52.4253 | \$54.5223 |
| | 3 | \$50.9897 | \$53.5392 | \$55.6808 |
| | 4 | \$52.0495 | \$54.6520 | \$56.8381 |
| 5 | 1 | \$55.2318 | \$57.9934 | \$60.3131 |
| | 2 | \$56.3211 | \$59.1372 | \$61.5027 |
| | 3 | \$57.4380 | \$60.3099 | \$62.7223 |
| 6 | 1 | \$59.2759 | \$62.2397 | \$64.7293 |
| | 2 | \$61.1131 | \$64.1688 | \$66.7355 |
| | 3 | \$62.9518 | \$66.0994 | \$68.7434 |
| 7 | 1 | \$64.7897 | \$68.0292 | \$70.7503 |
| | 2 | \$66.6269 | \$69.9582 | \$72.7566 |
| | 3 | \$68.4645 | \$71.8877 | \$74.7632 |
| 8 | 1 | \$70.6703 | \$74.2038 | \$77.1719 |
| | 2 | \$72.8750 | \$76.5187 | \$79.5795 |
| | 3 | \$75.0815 | \$78.8356 | \$81.9890 |
| | 4 | \$77.1512 | \$81.0087 | \$84.2491 |
| | 5 | \$79.2212 | \$83.1822 | \$86.5095 |
| * Subject to CPI increase in accordance with clause 4.1 | | | | |

14.2 **Queensland Local Government Industry (Stream B) Award – State 2017 Wage Schedule 76 hour fortnight**

| Division 2: Section 5 – Operational Services | | | |
|---|---|--|---|
| Classification Level | Hourly Rate at Certification 6% increase | Hourly Rate 1 July 2026 5% increase | Hourly Rate 1 July 2027 4% increase or CPI* (capped at 5%) |
| Operational Worker, Level 1 | \$34.0743 | \$35.7780 | \$37.2091 |
| Operational Worker, Level 2 | \$34.5130 | \$36.2386 | \$37.6882 |
| Operational Worker, Level 3 | \$34.9516 | \$36.6991 | \$38.1671 |
| Operational Worker, Level 4 | \$35.4020 | \$37.1721 | \$38.6590 |
| Operational Worker, Level 5 | \$35.8595 | \$37.6525 | \$39.1586 |
| Operational Worker, Level 6 | \$36.7876 | \$38.6269 | \$40.1720 |
| Operational Worker, Level 7 | \$37.7593 | \$39.6473 | \$41.2332 |
| Operational Worker, Level 8 | \$38.8289 | \$40.7703 | \$42.4011 |
| Operational Worker, Level 9 | \$40.0116 | \$42.0122 | \$43.6927 |
| * Subject to CPI increase in accordance with clause 4.1 | | | |

14.3 **Queensland Local Government Industry (Stream C) Award – State 2017 Wage Schedule 76 hour fortnight**

| Division 2: Section 1 – Building Trades Services | | | |
|---|---|--|---|
| Classification Level | Hourly Rate at Certification 6% increase | Hourly Rate 1 July 2026 5% increase | Hourly Rate 1 July 2027 4% increase or CPI* (capped at 5%) |
| Building Tradesperson, Level 1 | \$35.8595 | \$37.6525 | \$39.1586 |
| Building Tradesperson, Level 2 | \$37.1947 | \$39.0544 | \$40.6166 |
| Building Tradesperson, Level 3 | \$38.6432 | \$40.5754 | \$42.1984 |
| * Subject to CPI increase in accordance with clause 4.1 | | | |

| Division 2: Section 2 – Engineering and Electrical/Electronic Services | | | |
|---|---|--|---|
| Classification Level | Hourly Rate at Certification 6% increase | Hourly Rate 1 July 2026 5% increase | Hourly Rate 1 July 2027 4% increase or CPI* (capped at 5%) |
| C11 | \$33.9867 | \$35.6860 | \$37.1135 |
| C10 | \$35.8595 | \$37.6525 | \$39.1586 |
| C9 | \$36.7876 | \$38.6269 | \$40.1720 |
| C8 | \$37.7593 | \$39.6473 | \$41.2332 |
| C7 | \$38.8289 | \$40.7703 | \$42.4011 |

| | | | |
|---|-----------|-----------|-----------|
| C6 | \$41.1479 | \$43.2053 | \$44.9335 |
| C5 | \$42.2725 | \$44.3861 | \$46.1616 |
| Coord. (8) | \$44.7246 | \$46.9609 | \$48.8393 |
| * Subject to CPI increase in accordance with clause 4.1 | | | |

14.4 Venues & Events Local Area Agreement Wage Schedule

| | | Hourly Rate at Certification 6% increase | | Hourly Rate 1 July 2026 5% increase | | Hourly Rate 1 July 2027 4% increase or CPI* (capped at 5%) | |
|-------|-----------|---|-----------|---|-----------|--|-----------|
| Grade | Pay Point | Permanent | Casual | Permanent | Casual | Permanent | Casual |
| 1 | 1 | \$28.0109 | \$35.0137 | \$29.4115 | \$36.7643 | \$30.5879 | \$38.2349 |
| | 2 | \$28.2895 | \$35.3618 | \$29.7039 | \$37.1299 | \$30.8921 | \$38.6151 |
| | 3 | \$28.5801 | \$35.7251 | \$30.0091 | \$37.5114 | \$31.2095 | \$39.0119 |
| 2 | 1 | \$29.9722 | \$37.4652 | \$31.4708 | \$39.3385 | \$32.7296 | \$40.9120 |
| | 2 | \$30.2749 | \$37.8436 | \$31.7887 | \$39.7358 | \$33.0602 | \$41.3253 |
| | 3 | \$30.5807 | \$38.2259 | \$32.1098 | \$40.1372 | \$33.3941 | \$41.7427 |
| 3 | 1 | \$32.0702 | \$40.0878 | \$33.6737 | \$42.0922 | \$35.0207 | \$43.7758 |
| | 2 | \$32.3942 | \$40.4927 | \$34.0139 | \$42.5173 | \$35.3744 | \$44.2180 |
| | 3 | \$32.7214 | \$40.9017 | \$34.3574 | \$42.9468 | \$35.7317 | \$44.6647 |
| 4 | 1 | \$34.3151 | \$42.8939 | \$36.0309 | \$45.0386 | \$37.4721 | \$46.8402 |
| | 2 | \$34.6617 | \$43.3272 | \$36.3948 | \$45.4935 | \$37.8506 | \$47.3133 |
| | 3 | \$35.0119 | \$43.7648 | \$36.7625 | \$45.9531 | \$38.2330 | \$47.7912 |
| 5 | 1 | \$36.7172 | \$45.8965 | \$38.5530 | \$48.1913 | \$40.0952 | \$50.1190 |
| | 2 | \$37.0881 | \$46.3601 | \$38.9425 | \$48.6781 | \$40.5002 | \$50.6252 |
| | 3 | \$37.4627 | \$46.8284 | \$39.3358 | \$49.1698 | \$40.9093 | \$51.1366 |
| 6 | 1 | \$39.2874 | \$49.1092 | \$41.2518 | \$51.5647 | \$42.9018 | \$53.6273 |
| | 2 | \$39.6842 | \$49.6053 | \$41.6684 | \$52.0855 | \$43.3352 | \$54.1690 |
| | 3 | \$40.0851 | \$50.1064 | \$42.0893 | \$52.6117 | \$43.7729 | \$54.7161 |
| 7 | 1 | \$42.0375 | \$52.5469 | \$44.1394 | \$55.1742 | \$45.9050 | \$57.3812 |
| | 2 | \$42.4621 | \$53.0777 | \$44.5852 | \$55.7315 | \$46.3686 | \$57.9608 |
| | 3 | \$42.8910 | \$53.6138 | \$45.0356 | \$56.2945 | \$46.8370 | \$58.5463 |
| 8 | 1 | \$44.9801 | \$56.2252 | \$47.2291 | \$59.0364 | \$49.1183 | \$61.3979 |
| | 2 | \$45.4345 | \$56.7931 | \$47.7062 | \$59.6328 | \$49.6144 | \$62.0181 |
| | 3 | \$45.8934 | \$57.3668 | \$48.1881 | \$60.2351 | \$50.1156 | \$62.6445 |

PART 15: SCHEDULE OF WAGES TRAINEE AND APPRENTICES

| Trainee & Apprentices – School Based | | | | |
|--------------------------------------|-----------|---|---|--|
| School Based– Includes 20% Loading | Increment | Hourly Rate at Certification 6% increase | Hourly Rate 1 July 2026 5% increase | Hourly Rate 1 July 2027 4% increase or CPI* (capped at 5%) |
| 10 | 45 | \$19.1365 | \$20.0934 | \$20.8971 |
| 11 | 50 | \$21.2628 | \$22.3260 | \$23.2190 |
| 12 | 55 | \$23.3891 | \$24.5586 | \$25.5409 |

| Trainee & Apprentices – Full Time | | | | |
|-----------------------------------|-----------|---|---|--|
| Full Time | Increment | Hourly Rate at Certification 6% increase | Hourly Rate 1 July 2026 5% increase | Hourly Rate 1 July 2027 4% increase or CPI* (capped at 5%) |
| 1 | 68 | \$24.0979 | \$25.3028 | \$26.3149 |
| 2 | 78 | \$27.6417 | \$29.0238 | \$30.1847 |
| 3 | 90 | \$31.8942 | \$33.4889 | \$34.8285 |
| 4 | 100 | \$35.4380 | \$37.2099 | \$38.6983 |

PART 16: CONDITIONS COMPENSATED BY AGREEMENT ALLOWANCES

| Allowance | Compensates for Award Allowances: | Additionally compensates for: | Conditions: |
|---------------------------|--|--|--|
| Adverse Conditions | <p>Stream B</p> <ul style="list-style-type: none"> Construction, reconstruction, alteration, repair and/or maintenance work cemetery operations - wet graves cemetery operations - hammer and drill work cemetery operations - poison sprays cemetery operations - plaque laying employees removing flood debris motor vehicles drawing trailers poison sprays – other than cemeteries rubbish dumps allowance truck crane or straddle unloader working in water <p>Not paid due to Construction, reconstruction, alteration and/or maintenance work paid for every hour</p> <ul style="list-style-type: none"> dirt money wet places wet places 50mm and 762mm <p>Construction, reconstruction, alteration and/or maintenance work not paid when receiving the following:</p> <ul style="list-style-type: none"> bitumen sprayer clay pit quarry allowance rubbish operations rubbish and sanitary operations | <p>Non-Award conditions</p> <ul style="list-style-type: none"> working in and around kennels silica graffiti removal <p>Stream C</p> <ul style="list-style-type: none"> asbestos confined space | <p>Paid to: Stream B employees who work outdoors or in kennels, excluding the exceptions below.</p> <p>Not paid to:</p> <ul style="list-style-type: none"> Stream B employees who work inside (i.e. tea orderlies) Stream B employees on a Local Area Agreement Stream B employees performing work as a Stream B treatment plant operator or Stream B treatment plant assistant and receiving Sewer Worker allowance Stream C employees <p>Not paid when receiving:</p> <ul style="list-style-type: none"> Trade Advanced PFS Trade <p>Can be claimed with:</p> <ul style="list-style-type: none"> Grader Sewer worker Leadership |

| | | | |
|---------------------|---|---|---|
| Grader | Nil | Non-Award conditions <ul style="list-style-type: none"> temporary market conditions allowance | Paid to: Stream B employees permanently engaged as a Level 6 Plant Operator. Can be claimed with: <ul style="list-style-type: none"> Adverse conditions |
| Sewer Worker | Stream B <ul style="list-style-type: none"> live sewer work allowance Stream C – Engineering and Electrical/Electronic Services <ul style="list-style-type: none"> live sewer work Assumes 19 ordinary hours of live sewer work per fortnight. | Non-Award conditions <ul style="list-style-type: none"> performing work as a Stream B treatment plant operator or Stream B treatment plant assistant | Paid to: All Stream C employees working in a water branch and Stream B employees working in a water branch who are permanently assigned to a position working with sewage. Can be claimed with: <ul style="list-style-type: none"> Adverse conditions Trade Leadership |
| Leadership | Stream B <ul style="list-style-type: none"> Leading hand allowance Stream C – Building Trade Services <ul style="list-style-type: none"> Leading hand all other than plumbers Leading hand plumbers only Stream C – Engineering and Electrical/Electronic Services <ul style="list-style-type: none"> Leading hand allowance | Non-Award conditions <ul style="list-style-type: none"> undertaking administrative duties usage of a computer performance of office type duties previous RCM leadership allowances | Paid to: Stream B and Stream C employees who has one or more employees, other than a trainee or apprentice, permanently assigned to them in our Human Resource Information System, excluding the exceptions below. Not paid to: <ul style="list-style-type: none"> Stream C Coordinator and Stream C Nurse positions |

| | | | |
|---------------------------|--|---|---|
| | | | Can be claimed with: <ul style="list-style-type: none"> • Adverse conditions • Sewer worker • Trade • Advanced PFS Trade |
| Trade | Stream C – Building Trade Services <ul style="list-style-type: none"> • asbestos • confined space • construction / on site allowance • dirty work allowance • tool allowances • Work under unpleasant conditions Stream C – Engineering and Electrical/Electronic Services <ul style="list-style-type: none"> • confined space • construction / on site allowance • dirty work allowance • motor vehicles drawing trailers • Repair work allowance (unclean vehicles) • tool allowances | Non-Award conditions <ul style="list-style-type: none"> • silica • fares and travel allowance • PFS licenced trade • temporary market conditions allowance | Paid to trade qualified Stream C employees. Can be claimed with: <ul style="list-style-type: none"> • Leadership • Sewer Not paid when receiving: <ul style="list-style-type: none"> • Adverse conditions |
| Advanced PFS Trade | Nil | Non-Award conditions <ul style="list-style-type: none"> • Temporary market conditions allowance | Paid to trade qualified Stream C employees who work at Plant Fleet Services and undertake field service duties, or have at least 3 of the below licences or qualifications: <ul style="list-style-type: none"> • Up to date <i>Battery Electric Vehicle Inspection and Servicing Skill Set</i> |

| | | | |
|--|--|--|--|
| | | | <p>(AURSS00064) (mandatory for mechanic and auto electrician)</p> <ul style="list-style-type: none"> • authorised inspection officer (mandatory for mechanic) • Air conditioning licence (mandatory for auto electrician) • HR licence • Dogman ticket • Forklift ticket <p>Can be claimed with:</p> <ul style="list-style-type: none"> • Trade • Leadership <p>Not paid when receiving:</p> <ul style="list-style-type: none"> • Adverse conditions • Sewer worker |
|--|--|--|--|

PART 17: **AWARD ALLOWANCES NOT APPLICABLE TO COUNCIL OPERATIONS**

| Stream B | Stream C – Building Trades Services | Stream C – Engineering and Electrical/Electronic Services |
|---|--|--|
| <ul style="list-style-type: none"> • Bus drivers • Drivers of sanitary or refuse collection vehicles and their assistants • height money • plant operators – burning off • tool allowance • towing a caravan • window cleaning | <ul style="list-style-type: none"> • Bricklayers on repair work • Certificate allowance • Cleaning bricks allowance • Computing quantities • Construction allowances • Explosive powered tools • Grindstone allowance • Insulation work • Labourers mixing wet concrete or compo • Laying other than standard bricks • Plasterers in sewers • Plasterers top-dressing floors • Roof repairs • Second hand timber • Special substance allowance • Swing scaffold • Tunnel work • Work in excessive heat | <ul style="list-style-type: none"> • Cleaning flues allowance • Cold chamber allowance • Electrical labourers' allowances • Firing boilers allowance • Height allowance • Hot and cold work allowance • Marker off allowance • Painters labourers wages • Painting poles allowance • Rubbing allowance • Second hand articles allowance • Special material handling allowances • Special substance allowances • Special tool allowance |

PART 18: SIGNATORIES

Signed for and on behalf of:
LOGAN CITY COUNCIL

Darren Scott

Name

Chief Executive Officer

Title

Signature

03.09.2025

Date

In the presence of:

Cherie Watt

Name of Witness (please print)

03.09.2025

Signature of Witness

Date

Signed for and on behalf of:

**THE CONSTRUCTION, FORESTRY, MINING AND ENERGY, INDUSTRIAL
UNION OF EMPLOYEES, QUEENSLAND**

Paul Dunbar

Name

Signature

IR Coordinator

Title

04/09/2025

Date

In the presence of:

Emma Eaves

Name of Witness (please print)

04/09/2025

Signature of Witness

Date

Signed for and on behalf of:

**AUTOMOTIVE, METALS, ENGINEERING, PRINTING AND KINDRED
INDUSTRIES INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND**

Rohan Webb

Name

Signature

AMWU QLD & NT State
Secretary

05/09/2025

Title

Date

In the presence of:

Melissa Mc Allister

Name of Witness (please print)

05/09/2025

Signature of Witness

Date

Signed for and on behalf of:

**THE AUSTRALIAN WORKERS' UNION OF EMPLOYEES,
QUEENSLAND**

Stacey Schinnerl

Name

Signature

Secretary

05/09/2025

Title

Date

In the presence of:

Melinda Chisholm

Name of Witness (please
print)

05/09/2025

Signature of Witness

Date

Signed for and on behalf of:

**THE ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS AND
MANAGERS, AUSTRALIA, QUEENSLAND BRANCH, UNION OF
EMPLOYEES**

Sean Kelly

Name

Signature

QLD Director

Title

08/09/2025

Date

In the presence of:

Gregory J. Yates

Name of Witness (please print)

08/09/2025

Signature of Witness

Date

Signed for and on behalf of:

QUEENSLAND SERVICES, INDUSTRIAL UNION OF EMPLOYEES

Neil Henderson

Name

Signature

Secretary

04/09/2025

Title

Date

In the presence of:

John Donaghy

Name of Witness (please print)

04/09/2025

Signature of Witness

Date

Signed for and on behalf of:

**TRANSPORT WORKERS' UNION OF AUSTRALIA, UNION OF
EMPLOYEES (QUEENSLAND BRANCH)**

Richard Olsen

Name

Branch Secretary

Title

Signature

04/09/2025

Date

In the presence of:

Jordan Strezov

Name of Witness (please print)

04/09/2025

Signature of Witness

Date

Signed for and on behalf of:

**PLUMBERS & GASFITTERS EMPLOYEES' UNION QUEENSLAND,
UNION OF EMPLOYEES**

Justin Maxwell

Name

Signature

Acting State Secretary

Title

08/09/2025

Date

In the presence of:

Shari Charrington

Name of Witness (please print)

08/09/2025

Signature of Witness

Date

Signed for and on behalf of:

THE ELECTRICAL TRADES UNION OF EMPLOYEES QUEENSLAND

Peter Ong

Name

Signature

State Secretary

Title

04/09/2025

Date

In the presence of:

Kathryn Bignell

Name of Witness (please print)

04/09/2025

Signature of Witness

Date

Signed for and on behalf of:

QUEENSLAND NURSES AND MIDWIVES' UNION

Sarah Beaman

Name

Signature

Secretary

Title

08/09/2025

Date

In the presence of:

Merren Dickins

Name of Witness (please print)

08/09/2025

Signature of Witness

Date