

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Noosa Shire Council

AND

The Australian Workers' Union of Employees, Queensland

Queensland Services, Industrial Union of Employees

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

United Workers Union, Industrial Union of Employees, Queensland

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

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

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

The Electrical Trades Union of Employees Queensland

(Matter No. CB/2025/122)

NOOSA COUNCIL CERTIFIED AGREEMENT 2025

Certificate of Approval

On 24 October 2025, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **NOOSA COUNCIL CERTIFIED AGREEMENT 2025**

**Parties to the
Agreement:**

- Noosa Shire Council
- The Australian Workers' Union of Employees, Queensland
- Queensland Services, Industrial Union of Employees
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- United Workers' Union, Industrial Union of Employees, Queensland
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
- The Electrical Trades Union of Employees, Queensland

Operative Date:	24 October 2025
Nominal Expiry Date:	26 February 2028
Previous Agreement:	<i>Noosa Council Certified Agreement 2021</i>
Termination Date of Previous Agreement:	24 October 2025

By the Commission

S.M. CADDIE
Industrial Commissioner
24 October 2025



NOOSA COUNCIL CERTIFIED AGREEMENT 2025

Noosa Shire Council

ABN No. 97 969 214 121

AND

- The Australian Worker's Union of Employees, Queensland (AWU)
- Queensland Services, Industrial Union of Employees (QSU)
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU)
- United Workers Union – Industrial Union, Queensland (UWUQ)
- The Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch, Union of Employees
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees (PGEU)
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU)
- The Electrical Trades Union of Employees, Queensland

Acknowledgement of Country

Noosa Council and its employees respectfully acknowledge the Traditional Custodians, the Kabi Kabi peoples, on whose lands, waters and mountain ranges we work. We also pay our respects to the elders of the past, present and emerging, for they hold the culture, lore's, stories, memories and the voices of our future.

PREAMBLE

This Certified Agreement aims to provide a framework for management, employees and unions to work collaboratively towards the Council, becoming an innovative leader with particular focus on productivity, flexibility, quality service delivery in all areas of Council's operations and the wellbeing and development of Council's employees.

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PART 1 - APPLICATION & OPERATION

1. Title

This agreement will be known as the *Noosa Council Certified Agreement 2025*.

2. Definitions & Abbreviations

The following generic definitions apply in this Agreement:

- **Act**
Refers to the *Industrial Relations Act 2016* (Qld).
- **Affected Employee**
Refers to any employee whose employment conditions are affected by any workplace change (e.g. redundancy, LAWA).
- **Agreement**
Noosa Council Certified Agreement 2025 (referred to as the Agreement).
- **Award**
Refers to either the:
 - *Queensland Local Government Industry (Stream A) Award – State 2017; or*
 - *Queensland Local Government Industry (Stream B) Award – State 2017; or*
 - *Queensland Local Government Industry (Stream C) Award – State 2017,*as relevant to the position of an employee of Council.
- **Business Transmission**
Refers to trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, outsourcing, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.
- **CEO/Delegate**
Refers to the Chief Executive Officer (CEO) or the Director or Manager who has been delegated the relevant responsibility by the CEO.
- **Commission**
Refers to the Queensland Industrial Relations Commission (QIRC).
- **Consultation**
Refers to the exchange of information by the parties and the employees that enables all the participants to genuinely contribute to the decision-making process, taking into consideration all relevant views of the participants.
- **Council**
Refers to Noosa Shire Council (referred to as Noosa Council).
- **Emergency Work**
A sudden, unexpected occurrence involving a clear and imminent danger, requiring immediate action to prevent or mitigate the loss of, or damage to, life, health, property or essential public/council services.
- **Immediate Family**
Refers to the following people: spouse (of any sex - including former spouse, a de facto spouse and a former de facto spouse) of the employee; a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee.
- **Instrument**
Refers to a LAWA or Special Working Arrangement.

- **Local Area Work Agreements (LAWA)**

Refers to an agreement based on the needs of a specific work area within Council which may vary the conditions of employment; however, when viewed the employees will not overall, be disadvantaged when employed under the terms of a LAWA.

- **Mutual Agreement**

Refers to an agreement in writing between the Council and an employee (including any relevant Union where required).

- **No Disadvantage Test**

Defined in accordance with the *Industrial Relations Act 2016* (Qld).

- **Productivity**

Refers to the efficiencies with which resources are used to produce and deliver services at specified levels of quality and timeliness. Productivity gains may be in a variety of forms, which may include:

- The provision of the same level and quality of services at a lesser input.
- The provision of a greater level of customer service at the same or lesser input.
- New sources of income, offsets and partnerships.
- The development of a capacity to provide increased services in those work units where growth is occurring.
- Updated technology.
- Any agreed combination of the above.

- **Restricted Space**

Refers to a confined space which requires an employee to work in a stooped or otherwise cramped position, without any proper ventilation. Examples include manholes, enclosed drains, culverts etc.

- **Work Team**

Refers to a group of employees who work collectively together for a common purpose and may or may not be based in one physical location.

3. Parties Bound

3.1 The parties to this Agreement include the Noosa Council, its employees covered by the Awards listed in Clause 2 and the following unions:

- The Australian Workers' Union of Employees, Queensland (AWU)
- Queensland Services, Industrial Union of Employees (QSU)
- The Construction, Forestry, Mining and Energy Industrial Union of Employees, Queensland (CFMEU)
- United Workers' Union, Industrial Union of Employees, Queensland (UWUQ)
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, union of Employees
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees (PGEU)
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU)
- Electrical Trades Union of Employees, Queensland (ETU)

4. Single Bargaining Unit (SBU)

4.1 For the purpose of negotiating and implementing a Certified Agreement on behalf of all unions and employees in accordance with the principles as set out in the *Industrial Relations Act 2016* (Qld), a Single Bargaining Unit (SBU) has been established.

5. Application

- 5.1 This Agreement shall apply to Council and all its employees under the Award, except for the CEO and Senior Officer positions as defined by clause 4.2 of the Queensland Local Government Industry (Stream A) Award – State 2017.

6. Date of Period and Operation

- 6.1 This Certified Agreement shall operate, in accordance with its terms, from the date of certification to the 26 of February 2028

7. Option to Partition Future Agreements

- 7.1 All parties will retain the right to partition the future agreement into two agreements, if it is identified that a group of workers are unfairly disadvantaged as a result of the amalgamation of agreements.

8. Renewal or Replacement of Agreement

The parties to this Agreement shall commence discussions at least six (6) months prior to the expiration of this Agreement.

9. Relationship to Awards and Industrial Instruments

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Award, as amended, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of that inconsistency. Where this Agreement is silent the provisions of the Award shall apply.

10. Purpose and Objectives of the Agreement

- 10.1 The purpose of this Agreement is to provide a framework for management, employees and unions to work together towards improving service delivery to our community, maximising productivity and providing a workplace that all employees can be proud of.

- 10.2 Shared objectives include:

- a. Fostering a workplace that is responsive to a changing environment.
- b. Developing and valuing people's capability, skills, resources, creativity and innovation to change and improve the organisation.
- b. Commitment to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and the Council's customers through improved wages, conditions and employment security linked to the acquisition of new skills, technologies and knowledge.
- d. To create agility, adaptability and responsiveness based on a culture of continual improvement, innovation and learning.
- e. Promotion of a harmonious, respectful and productive work environment through ongoing cooperation and consultation.
- f. Valuing employees, creating a safe and great place to work, attracting, rewarding, retaining and developing skills.
- g. Engaging with employees and helping them through change.
- h. Focusing on competitiveness to ensure the Council maintains a viable, effective and secure workforce; and
- i. Promoting job satisfaction by enabling employees to gain and utilise a broad range of skills and access to relevant training programs to support our employee's achievement of these objectives.

- 10.3 The parties will be committed to, and cooperate with, the terms of this Agreement to ensure its ongoing success.

11. Noosa Council Workplace Consultative Forum (WCF)

All parties to this Agreement agree to establish and maintain a Workplace Consultative Forum (WCF).

11.1 Purpose

The broad purposes of the WCF include:

- a. Acting as a primary consultation forum for management, employees and unions to discuss Council wide employment and industrial relations issues; and

- b. Improving the performance of the Council in delivering services of value to its customers and at the same time enriching the work environment of all employees.
- c. In addition, the parties are committed to a consultative and participative workplace culture that will bring about change and reform through cooperation.
- d. 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 forum representatives, to participate fully in decisions which impact on their working lives and improve productive performance.

11.2 Structure and Composition

- a. The WCF comprises representatives of Council's management, Union Delegates and Officials from the unions listed as parties to the Agreement who represent employees. The number of representatives from the parties eligible to attend should be no more than three (3) in total, however others may attend if an agenda item requires specific representation.
- b. The parties commit to the effective operation of the WCF and will provide the necessary support to successfully implement its agreed terms of reference.

11.3 Terms of Reference

The WCF shall meet regularly and at least every three (3) months or more frequently as required, to receive and review information about Council and its workforce, and to consider broad industrial and employment matters that may impact the workforce, including but not limited to:

- a. Monitor and review the implementation of this Agreement.
- b. Clarification and consultation on proposed Council policies relating to significant employment matters.
- c. Consultation on proposed organisational change.
- d. Workplace issues that have the potential to impact on other than a single department, branch or discrete group of employees.
- e. Undertake specific responsibilities and activities in accordance with the current Certified Agreement; and
- f. Any other matter raised by management or unions which impacts on the workforce as detailed in subclause a - f.

11.4 Meeting Arrangements

- a. The WCF shall be chaired on a rotational basis between management and union representatives.
- b. All members of the WCF can submit agenda items for discussion based on the terms of reference. All relevant written information and documents must be circulated with the agenda to members of the WCF at least one week prior to the meeting.
- c. A standing agenda item will be the provision by Council of a written quarterly report of Council's employment numbers and workplace plans and structures as at that quarter.
- d. A copy of the draft minutes will be made available within one week of the meeting to all WCF members and Council will also post the minutes on Council's intranet for viewing by employees. The minutes will be formally accepted at the next meeting of the WCF.

12. Positive Workplace Relations

This Agreement recognises the concept of "Freedom of Association" and the employees' right to join and maintain financial membership of an industrial organisation that has the right to represent their industrial interests.

12.1 Union Official Right of Entry

As outlined in relevant legislation, Council will allow reasonable access to its employees during normal working hours by an official of a union that is party to this Agreement, provided such access does not disrupt the work activities of Council employees and wherever possible reasonable notice will be given to the CEO/Delegate for the following purposes:

- a. Meeting with workplace delegates;
- b. Meeting with employees;
- c. Meeting with relevant management members on matters associated with the Agreement or current industrial workplace issues; or

- d. To conduct union business matters or matters incidental to union business including Work Health and Safety.

12.2 New Employees

- a. The Council will provide all new employees:
- b. Access to the Agreement (as per clause 14); and
- c. Detailed information on the relevant unions and their delegates.
- d. Unions may request to attend Council inductions.

12.3 Union Delegate Training Leave

A Union Delegate or prospective delegate with the approval of the Union and Council, shall be granted up to five (5) days leave with pay each calendar year, non-cumulative, to attend approved union training courses/seminars, which are designed to promote good industrial relations and industrial efficiency within the workplace. Other courses mutually agreed between the Union and Council may be approved.

12.4 Union Delegate Support

- a. In establishing an appropriate relationship between the Council and the Unions, and as part of encouraging employees to exercise their right to join and remain members of the relevant union, the following shall apply.
- b. A person elected or appointed as a Union Delegate shall, upon notification to Council from the relevant union, be recognised as the accredited representative of the union.
- c. A Union Delegate shall have the right without loss of pay to discuss work related matters which are of concern to any employee or to convey information relating to the workplace to employees provided that the union delegate shall advise the relevant supervisor/s beforehand and not unduly interfere with the work in progress.
- d. A Union Delegate shall be allowed a reasonable period of time without loss of pay during work hours to consult with an authorised official of the union provided that this does not unduly interfere with the work in progress.
- e. The Council shall provide the Union Delegate with access to a telephone or electronic media and other suitable facilities (where practical) to progress inquiries on behalf of a member on work-related matters; and
- f. The Union Delegate shall have the right with the approval of the CEO/Delegate to place notices on noticeboards at the Council's premises, provided that such notices are authorised by the Union and deal with legitimate Union matters. Union delegates will have access to councils' email system, telephones, printers and photocopiers to progress inquiries on behalf of a member on work related matters in accordance with councils Policies, Code of Conduct and guidelines that can be considered to be reasonable and cost effective to council.

13. Dispute Settlement & Resolution Procedure

- 13.1 Effective communication between employees and management is a prerequisite to good industrial relations and the following procedure is set down in order that any dispute may be resolved quickly to maintain efficient and sound working relationships.
- 13.2 In the event of any dispute/grievance arising between Council and its employee in relation to this Agreement or any employment related matter arising subject to the Queensland Industrial Relations Commission (Commission) having the jurisdiction to deal with the dispute, the following procedures shall be applied.

Step 1

Any employee/s with a dispute/grievance will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible. The employee/s may request union representation or a nominated support person.

Step 2

If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s. The employee/s may request union representation or a nominated support person.

Step 3

Should the matter remain unresolved, it should then be referred to the CEO who will attempt to facilitate a resolution with the employee/s. The employee/s may request union representation or a nominated support person.

Note: Where practical, the above steps shall take place within seven (7) working days.

- 13.3 If after the above steps the matter remains unresolved, the dispute may be referred by either party to the Commission for conciliation and if it remains unresolved either party may utilise the Commission's arbitration provisions, subject to the Commission having jurisdiction to deal with the matter. The parties agree that any arbitrated decision by the Commission will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.
- 13.4 Whilst the dispute procedure is being followed, the continuation of work and customary work practices (status quo) shall prevail until such time as a settlement is reached, except where a bona fide Work Health and Safety issue is involved. Where a bona fide Work Health and Safety issue is involved, an employee shall not work in an unsafe environment. Where appropriate, the employee shall accept reassignment to alternative suitable duties or an alternative work environment whilst a resolution to the dispute is pending.
- 13.5 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.

14. Copy of Agreement

- 14.1 All current employees will be given ready access to a copy of this Agreement and all future employees will be provided with access to a copy upon commencement of employment.

15. Local Area Work Agreements (LAWAs)

- 15.1 The aim of LAWAs is to allow sufficient flexibility for those specific sections of the workforce so that Council can provide cost effective and competitive services. LAWAs are not intended to supplant or in any way derogate from the minimum work conditions set out in this Agreement. The parties recognise that a LAWA may vary the conditions of employment; however, when viewed as a whole the employee must not be in an inferior overall position in terms of conditions than they would be under the terms of this Agreement and/or the Award.
- 15.2 All LAWAs to form part of and continue for the life of this Agreement are listed in Appendix 5 and Appendix 6.

16. Developing a New LAWA

- 16.1 During the life of this Agreement, either a work group or Council may initiate the development of a new LAWA. The work group may include all or part of the branch, section, unit or team members as determined by the parties, but a LAWA shall not be made in respect solely of an individual employee.
- 16.2 As soon as possible consultation should take place between the relevant parties - i.e. Council, affected employees of the relevant work group and any relevant Union/s. This consultation should involve discussion of the LAWA's purpose, changes in working conditions and process for developing the new LAWA.
- 16.3 Establishment of a new LAWA will require approval by:
 - a. Council; and
 - b. The majority (i.e. 75%) of the affected employees by a secret ballot.
- 16.4 All LAWAs are to be in writing and will be subject to agreement between the Council and the affected employees and any relevant union/s.
- 16.5 The coverage of the LAWA may include changes in hours of work, working arrangements, annualisations, allowances and other working conditions which may be considered relevant to the improved and continuous efficiency and effectiveness of the work group. Where these changes seek to alter this Agreement or any relevant Award, the LAWA will specify the clauses of the Award and/or this Agreement to be overridden as a consequence of the operation of the LAWA.
- 16.6 It is acknowledged that any LAWA agreed to during the life of this Agreement operating under a "Memorandum of Understanding" will not form a part of this Agreement, unless a variation is made to incorporate its terms.
- 16.7 By the signing of a "Memorandum of Understanding" between Council and the relevant union/s, a new LAWA may commence prior to the expiration of this Agreement on the date specified in the LAWA and continue until the expiration of this Agreement, provided it does not disadvantage the affected employees.

16.8 Such a LAWA may be certified with the next Agreement, if all parties are in agreement, provided the LAWA has not been terminated in accordance with clause 17 (Termination of LAWAs).

17. Termination of LAWAs

17.1 "Memorandum of Understanding" LAWA:

- a. A LAWA established via a Memorandum of Understanding (see Clause 16.6) may be terminated by either party providing eight (8) weeks' notice.
 - b. Certified Agreement LAWA:
 - c. A LAWA certified with this Agreement will continue until such time as it is terminated or replaced by a new Certified Agreement, unless an earlier termination date is specified in the LAWA.
 - d. When either party seeks to terminate a LAWA which forms part of the existing Certified Agreement, then either party will be required to give eight (8) weeks' notice prior to the expiry or replacement of the current Certified Agreement.
- 17.2 Any dispute relating to the operation of a LAWA will be managed in accordance with the agreed procedures under the Dispute Settlement and Resolution Procedure (clause 13) of this Agreement.

PART 2 - EMPLOYMENT

18. Types of Employment

18.1 The types of employment will be based on the full provisions of the relevant parent Award.

19. Part-Time Employment

- a. Work rosters will be by mutual agreement with Council. With mutual agreement, a part-time employee may elect to work additional ordinary hours above their regular hours, up to and including the full-time equivalent hours, as specified in the relevant to the Award. These additional hours will be paid at ordinary time and will be taken into account in the pro rata calculation of leave and other relevant entitlements.
- b. All other authorised overtime worked by an employee, in excess of their mutually agreed ordinary hours of duty, will be paid as overtime rates as set out in accordance with the Award or banked as TOIL.
- c. It is agreed that all parties to this Agreement will facilitate part-time employment where it can be demonstrated that such an arrangement does not result in any extra cost to Council, the job is appropriate to part time employment, and that any arrangement proposed by the employee/s has been agreed by management in the particular work area.

19.1 Casual Rosters

Rosters for casual employees will be issued a minimum of (4) four weeks in advance to provide adequate notice for employee review. However, if business needs change unexpectedly due to customer demand or emergent operational requirements, adjustments to these rosters may be made following consultation with employees, with as much notice as possible. This consultation ensures that the needs of both Noosa Council and employees are considered in any changes.

20. Permanent Conversion

A casual, employed on a regular and systematic basis for twelve (12) months, or maximum-term employee who has been continuously employed in the same position for a period of twelve (12) months, may apply to convert their casual or maximum-term employment status to permanent full-time or part-time, depending on the average hours worked over the preceding twelve (12) months. Council will take into account the following factors:

Business needs specific to work areas.

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

Conversion would not occur if the casual/maximum-term appointment is grant funded and dependant, for a specific project or relieving staff on leave for a specific period of time where there is a defined end date. The People and Culture team will generate a report twice yearly, aligned with the budget process, to identify casual and maximum-term employees approaching 12 months of continuous employment. The relevant Director will be notified, and a consultation meeting will be held with the employee to

determine if they wish to be considered for permanent conversion. If the employee expresses interest, a business case will be prepared and submitted to the Executive Team, in accordance with the criteria set out in clause 20 of the Certified Agreement provisions, for consideration.

21. Secondments

- a. Secondments are placements whereby an employee is placed temporarily in a position at the same or higher level and that the employee meets the requirements of the position.
- b. The purpose of the secondment is to enable the employee to develop new or enhance their existing competencies or enable Council to utilise an employee's unique knowledge and skills. Secondments will take place by mutual agreement between the employee and Council and details shall be documented in a written agreement between the employee, Council and the organisation sponsoring the secondment.
- c. A secondment may be to an internal position or to an external organisation and any secondment to an external organisation shall be treated as leave without pay and will not constitute a break in service for the purposes of calculating long service leave.
- d. On completion of a secondment, the permanent employee will return to their substantive position.

22. Job Sharing Arrangements

It is agreed that all Parties to this Agreement will facilitate job sharing and/or part-time employment where it can be demonstrated that such an arrangement does not result in any extra cost to Council, the job is appropriate for job sharing or part-time appointment and that any arrangement proposed by employee/s has been agreed by management in the particular work area. In particular:

- a. Job share arrangements may involve up to four (4) incumbents.
- b. The position that job share takes place in will be treated as a single position and the hours can be split in any proportion between the incumbents as negotiated between the Manager and the incumbents.
- c. Accrual of entitlements is proportional, based on the proportion of a full-time job being performed.
- d. Job share positions will have a roster system that equitably distributes all public holidays proportionally to the split of hours worked.
- e. In circumstances where one of the job share partners is absent (e.g. annual leave, sick leave etc.) or extra work is available, additional hours will be offered to the other job share partner/s at ordinary time rates within the ordinary start and finish times but with no obligation on that employee to accept the offer of additional hours;
- f. Any additional hours outside the ordinary start and finish time will be paid at the applicable overtime rates.
- g. Job share positions may be trialled for a period of up to three months to establish the effectiveness of the job share arrangements; and
- h. Should the job share position be deemed unsuitable the incumbents will return to their original status and position following a minimum of four (4) weeks' notice.

PART 3 - REMUNERATION

23. Wage & Salary Increases

The Council agrees to pay employees a wage/salary increase as detailed below during the term of this Agreement and the wage/salary increases will be applied from the beginning of the last full pay period in February of each year of this agreement. Consumer Price Index (CPI) is defined as the All Groups CPI Brisbane percentage change over the preceding twelve (12) months to the December quarter prior to the pay increase.

Date of Increase	Increase Amount
Effective from the beginning of the first pay period after expiry February 2025	6.5% or CPI whichever is greater

Effective from the beginning of the final pay period of February 2026	4% or CPI whichever is greater
Effective from the beginning of the final pay period of February 2027	4% or CPI whichever is greater

Progression through the applicable salary increments of pay shall be in accordance with the provisions of the Award.

24. Schedule of Wages

- a. The minimum hourly (and annual) rate of salary payable to employees is set out in Appendix 1 of this Agreement.
- b. Payment of monies will be made using Electronic Funds Transfer (EFT) directly to the account nominated in writing by the employee and will be paid on a fortnightly basis. Should the account details change for the depositing of salary it will be the responsibility of the employee to provide sufficient notice of the change of details to ensure that payments are able to be accurately transferred at all times.
- c. Nothing contained within this Agreement shall preclude the Council from paying any employee at a higher rate than that prescribed in Appendix 1.

25. No Extra Claims

The parties agree that other than as provided under the Local Area Work 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 parties will not pursue further claims during the term of this Agreement. This clause does not exclude any increases in allowances as determined by any relevant legislation and the State Wage Case Variations.

26. Allowances

All applicable allowances for employees shall be in accordance with the provisions of the Award and/or Local Area Work Agreements unless specified below.

26.1 On-Call Allowance

- a. Council may require an employee to be On-Call, or to perform emergency work outside of the employee's agreed scheduled ordinary working hours.
- b. Employees On-Call are required to hold themselves available to perform emergency work if required by Council.
- c. Any On-Call arrangements will be on a roster system so as to provide the employee with details of On- Call arrangements.
- d. In the case of an employee who has a position description that has On-Call arrangements as a requirement of the position, the employee will be required to have a roster that allows for regular breaks from On-Call duties and takes into consideration work/life balance needs of the employee.
- e. Where Council requires the employee to be On-Call and be readily available and accessible (both physically and/or by telecommunications as appropriate) to perform emergency work an allowance at the rate of \$80.00 for each day the employee is On-Call. On-Call shall be paid inclusive of weekdays weekends and public holidays. This allowance is effective from the 27 February 2025 and will remain in place for the life of this Agreement.
- f. The allowance will be indexed in 2026 and 2027 in accordance with State Wage increases to allowances. When On-Call only involves telecommuting - the allowance shall be paid at the same rate of the On-Call daily allowances specified above for each day the employee is On-Call and is to be paid inclusive of weekdays, weekends and public holidays.
- g. On-Call employees will be provided appropriate resources to undertake their duties. Assignment of employees to On-Call duties will be undertaken on a consultative basis between management and employees, having due regard to principles of reasonable direction, employee well-being, and equitable distribution of On-Call duties.

- h. When an employee is required to be On-Call on any gazetted public holiday, an employee shall have one day added to the employee's annual leave balance for each public holiday on which the employee is required to remain On-Call.

Call-Out Allowance

- a. If an employee is required to travel to a workplace to perform the necessary emergency work, all work performed by the employee shall be paid for at the prescribed overtime rates for that day, from the time of leaving home to commence work until the time the employee returns home. The payment received in these circumstances shall not be less than two (2) hours at the applicable overtime rate relevant to the award.
- b. An employee shall be entitled to a minimum payment for each occasion where they are required to attend work and have returned to their home residence regardless of whether the minimum hours have been worked. Where the employee is already on site or in transit from a call out and a new work request is received then they will not be entitled to a new minimum payment, and this will be considered as continuing work.
- c. Overtime worked when an employee is recalled to work when an employee is on a Call-Out, shall be regarded as overtime for the purposes of clause 40 of this Agreement, where the actual time worked is more than two (2) hours on such recall or on each subsequent recall.
- d. An employee, other than one who is on call, and is recalled to work shall be paid in accordance with the full provisions of the Award unless varied in accordance with an instrument entered into under the terms of this Agreement.
- e. Provisions for appropriate breaks for employees who are on call are as provided for in Clause 46 of this Agreement.

Remote Telecommuting Allowance

On-Call employees required to respond to after-hours calls for assistance via telephone or computer (and not required to personally attend on site to a Call-Out) will be paid a minimum of one (1) hour at the applicable ordinary hourly rate.

Vehicle Allowance

Where an employee is required and has prior approval by Council to use their private motor vehicle the employee shall be paid an allowance per kilometre in accordance with the scale prescribed by the Australian Taxation Office Guidelines as amended from time to time.

Electrical and Plumbing Trades Work Licence Allowance

This is a special allowance paid outside any award provision which is paid where Council requires an employee to hold an Electrical or Plumbing Work Licence to enable them to perform maintenance duties of their appointed position. This is an allowance of \$23.29 per week. This allowance will be indexed each year in line with the State Wage Case.

Confined Space Allowance

An allowance of \$29.10 per week will be paid to an employee who is required to enter a restricted space (as defined in clause 2), at least once or more during a week period, provided they have successfully completed any relevant training required to enter such a restrictive space. This allowance will be indexed each year in line with the State Wage Case.

26.2 Removal of Dead Animals

- a. Employees required to remove dead animals shall receive a weekly allowance payment of \$30, regardless of the type or size of the animal removed. This allowance is to be claimed on a weekly basis.
- b. The allowance can only be claimed once per week, with the week defined as Monday through Sunday.
- c. This allowance does not apply to the removal of dead vermin that arise in the course of ordinary employment duties.

26.3 Weekly Allowance for Fire Management Duties

- a. An employee engaged in fire management duties shall be paid an additional allowance of \$39.10 per week, regardless of number of activities per week.
- b. These activities include, but are not limited to, planned burns, wildfires, fire-related incidents or fire management operations that result in hazardous air pollutants.

- c. An employee receiving payment pursuant to this clause shall not be entitled to any payment in relation to disability allowances under clause 13.2 of the *Queensland Local Government Industry (Stream B) Award – State 2017, Division 2 - Section 5 (Operational Services)*.

26.4 Operating Woodchipper Allowance

An employee required to operate a woodchipper, due to the operational complexity, technical skill and risk involved, shall be paid an additional allowance of \$4.05 per day.

27. Service Time

Where an employee is directed to service a piece of Council plant or vehicle in accordance with the manufacturers service manual outside of normal working time, the employee would be paid the appropriate overtime rate for the time worked.

28. Weekend Penalties

- a. Clause 28 (Weekend Penalty Rates) applies to all employees of Council covered by *Queensland Local Government Industry (Stream A) Award – State 2017 only*.
- b. The ordinary hours of work shall be in accordance with the Hours of Duty Clauses contained within the Award.
- c. Any alteration to the ordinary span of hours, start/finish times or spread of days on which the employee works, must be by agreement in writing or through electronic compliant forms or timesheets, with no compulsion by either party to agree.
- d. Where an employee agrees to alter the spread of days for the ordinary hours of work (e.g. any five days in seven). Council shall pay a weekend penalty rate of double time for all ordinary hours worked on a Saturday and Sunday.
- e. Where the employee seeks to alter the spread of days to include weekends to suit their personal circumstances, the agreement in writing shall indicate the change was at the employee's request, and Council shall not be liable for the weekend penalty rates.
- f. Where Council seeks to alter the ordinary span of hours, start/finish times or spread of days for a new or vacant position, they must refer the matter to the relevant union for discussion and consensus prior to advertising the position.
- g. Where a casual works ordinary time on a weekend, in accordance with this clause, and is in receipt of the weekend penalty, a loading of 25% will be applied to the base ordinary rate of pay, exclusive of the weekend penalty.

28.1 Weekend Penalties Theatrical Services

- a. (Weekend Penalty Rates) applies to all employees of Council covered by *Queensland Local Government Industry (Stream B) Award – State 2017 (Division 2 – Section 6 – Theatrical Services)*.
- b. Ordinary hours of work on a Saturday shall be paid for the rate of time and one-half for the first 3 hours and double time thereafter.
- c. Ordinary hours worked on a Sunday shall be paid for the rate of double time.

29. Work Locations and Transfers

This clause refers to short-term and permanent transfers to different work locations and does not refer to daily "Starting work on the Job", which is dealt with by the Award.

Work Location

- a. All employees at Council will have a single designated usual start/finish work location.
- b. For the purposes of this clause a usual start/finish location shall mean a designated area, administration office, depot, library etc.
- c. The designated usual work location shall be the employee's permanent location as per the Letter of Appointment or were amended by mutual agreement and in writing with a copy provided to the employee.

Short Term Work Location Transfers

- a. For short term operational purposes, up to six (6) weeks but extendable to twelve (12) with agreement and consultation with the effected employee and relevant union, Council may require an employee to alter their usual start/ finish work location to an alternative work location from the usual starting point. Where Council requires employees to start at an alternative work location the travel/transfer allowances payable and contained within relevant Awards shall apply where such travel is to be undertaken outside of ordinary working hours.

- b. The parties agree that short-term transfers are designed to provide Council with flexibility to meet specific, genuine, short-term operational work requirements.
- c. Short-term transfers will not be used to unnecessarily transfer an employee or rotate employees between fixed work locations, except in the case of where on-the job training is required under a traineeship or cadetship program. When the short-term work location transfer period has been exhausted, the employee will return to their usual start/finish work location.
- d. When an employee is temporarily directed to change their work location, resulting in additional travel time to the new site, Council will compensate the employee for the increased travel time at the applicable overtime rate, in accordance with the relevant award provisions.

30. Permanent Work Location Transfers

- a. Council may permanently transfer an employee to another work location within the Council Shire to meet operational needs.
- b. An employee can only be permanently transferred once during the life of this Agreement, unless there is mutual agreement for otherwise.
- c. Where Council makes a definite decision to permanently transfer an employee to a new designated work location after certification of this Agreement, Council will provide notification in accordance with clause 72, "Workplace Change Notification" of this Agreement. The employee and any relevant union will be given eight (8) weeks' notice of the change, unless a lesser period is mutually agreed between Council, the employee and any relevant union/s.
- d. Council will have available an Undue Hardship Claim form. On the form the employee must outline information so as to provide to the Council a submission it may consider on whether the permanent transfer does not proceed or whether special arrangements might be considered for the employee for the permanent transfer. To meet 'Undue Hardship' consideration the employee needs to satisfy the Council that undue hardship relevant to the permanent transfer exists. In this clause, Undue Hardship is defined as circumstances where the permanent transfer has an excessive or substantial impact on the employee because of the permanent transfer of the employee to a new location.

Examples of this may include:

- e. Travelling costs inclusive of time and/or distance that would be reasonably seen as excessive considering the size of the Council Shire and/or the personal circumstances of the affected employee.
 - i. Medical conditions that prohibit travelling such long distances, which Council may request the employee to verify through the provision of medical information.
 - ii. Family or carer responsibility and/or additional cost incurred that requires direct and regular assistance that cannot be changed or carried out by another person - for instance the care of a disabled or elderly family member that requires lunch time visits for their care for which the employee has no alternative arrangement.
 - iii. Inconveniences will not be considered as undue hardship.
- f. CEO/Director will determine an Undue Hardship Claim within fourteen (14) days of receipt of the claim and will take into consideration the following:
 - i. The individual employee's specific circumstances.
 - ii. Council's reason for the location change.
 - iii. Costs to Council and the affected employee involved.
 - iv. Availability of alternative arrangements.
 - v. Fairness and equity for all employees; and
 - vi. Ability of Council to deliver efficient customer-focused service.
- g. All Undue Hardship Claims require the employee to provide current information on the relevant cost burdens and other relevant information at the time of assessment or at any review.
- h. If Council decides there is a valid Undue Hardship Claim, Council will either:
 - i. Maintain the position in its current location; or
 - ii. Allow the transfer subject to the provision of one or more of the following special arrangements:
 - o Provision of commuter or operational use of a vehicle.

- Car-pooling arrangements.
 - Work remotely.
 - Rotating location between old and new locations.
 - Changing commencing and finishing times.
 - A special travel allowance whereby the employee will receive a travel allowance as per (Vehicle Allowance Clause) for any additional kilometres which is more than ten (10) kilometres in commuter distance from home to their previous location of work (and calculated each way). This allowance will be paid at commencement of travel; or
 - Other arrangements that will assist in reducing the undue hardship including any suggested assistance detailed by the employee in their Undue Hardship claim.
- i. In the situation where a position is required to be moved to another location for operational and service delivery needs; and at the same time the employee has a valid claim for Undue Hardship, then CEO/Director may require the employee to be redeployed to another position in the current location, provided the employee meets the requirement of that position and is at the same classification level.
 - j. The CEO may offer voluntary redundancy as a last resort option following exhaustion of any redeployment options.
 - k. If the CEO/Director does not grant an Undue Hardship Claim, it will provide the employee and any relevant union with a written reason, within seven (7) days of the determination being made at Clause 30(f).
 - l. If an employee's Undue Hardship Claim is denied by Council, the employee may use this Agreement's Dispute Resolution Procedure (clause 13).
 - m. If CEO/Director grants an Undue Hardship Claim, the period of the claim may be ongoing or for a specified period normally a maximum of twelve (12) months, at the end of which time, the claim will be reassessed by Council based on any new information provided by the employee. This period may be shortened if the employee's circumstances change during the period granted for undue hardship.

31. Voluntary Work Location Transfers

- a. An employee may seek voluntary transfer due to another location being more beneficial to the employee in terms of being closer to their home of residence.
- b. Consideration of any such request will be at the discretion of CEO/Director based on operational and service delivery requirements and availability of positions in the requested location.
- c. In this case no travel allowance is payable on voluntary transfer of location.

PART 4 - EMPLOYMENT BENEFITS

32. Salary Sacrifice

- a. All permanent/maximum term full-time or part-time employees may agree to salary sacrifice part (or the total) of their remuneration in return for other benefits, such as additional employee superannuation contributions etc.
- b. The employee's right to sacrifice a part (or the total) of their salary or wage shall be subject to any Commonwealth taxation laws affecting salary sacrifice arrangements or rulings of the Australian Taxation Office in relation to salary sacrifice arrangements which may be introduced or amended from time to time during the term of this Agreement.
- c. The amount the employee sacrifices must be sufficient to cover the cost to Council of the benefit the employee wishes to receive, including any Fringe Benefit Tax payable on the benefit and the cost to Council of the non- deductibility of that Fringe Benefits Tax. The employee authorises Council to make those deductions from her/his remuneration, and the employee, not Council, will be responsible for any salary sacrifice arrangements established. That includes retaining or taking over from Council any ongoing legal obligations in respect of any benefits for which the employee has salary sacrificed, upon termination of the employee's employment.
- d. The earnings base for calculating the employee's entitlements such as overtime, and employer superannuation contributions will not be affected by any salary sacrifice arrangements the employee enters into with Council.

- e. Council recommends employees consult a taxation adviser to ensure any possible Taxation and Fringe Benefits Tax implications are understood and if any are related to a salary sacrificing agreement, before the employee signs this document. Fringe Benefits Tax is reported on the employees annual Payment Summary.

33. Superannuation

Council shall provide a superannuation benefit to all eligible employees engaged under the terms of this Agreement, as prescribed by the *Local Government Act 2009* and other relevant legislation.

34. Positions Requiring Special Licences/Permits

- a. Council recognises the requirement of incumbents in certain positions to hold special licences/permits as detailed in relevant position descriptions for example "Positive Notice Blue Card for child related employment", "Electrical Licence" etc., but it does not include professional memberships.
- b. If the licence or permit is a requirement of the position, when an employee is appointed, the applicant would be expected to hold that licence/permit upon application for employment.
- c. If new licences or permits are added to a position's requirements after the employee is appointed, Council will pay the employee the cost for this special licence or permit. In these circumstances, renewals of these additional special licences and permits, as approved by the CEO, will be paid by Council.

35. Mid-Career Break

- a. Council is committed to assisting its long serving loyal employees. An employee with ten (10) years or greater service, may apply to the CEO/Delegate for mid-career break, for the purposes of family, study, travel etc.
- b. Each claim for a mid-career break shall be considered on its merits, and subject to Council being in a position to meet operational requirements, an application should not be unreasonably withheld.
- c. Where a mid-career break is approved, the terms of the break should be in writing, stating the length of the break and agreed return date and must guarantee the employees substantive position and all existing remuneration and employment benefits upon return any mid-career break will not constitute a break in the employee's continuous service.

36. Employee Development

Career Development

- a. The parties are committed to supporting employee career progression in accordance with the merit-based principles in the areas of recruitment, selection, training and development.
- b. In order for employee career development all positions will be advertised internally first. The CEO/Delegate will only approve the simultaneous advertising both internally and externally of a position if it has been assessed as a high priority and there is a limited internal market. Where a position has been advertised simultaneously (both internally and externally), any internal applicant should be assessed for suitability before external applicants are considered based on the merit principle.
- c. All advertised positions shall be made available to employees on the Council's intranet site and notice boards to enable existing employees to apply.
- d. It is acknowledged and understood by the parties that external applicants include contractors and their employees.

Training & Development

The parties agree that a highly skilled and flexible workforce is a major ingredient in achieving increased efficiency and productivity and Council is committed to providing the following:

- a. Training and skill development.
- b. Employee career development opportunities through access to appropriate training programs. The programs where available and appropriate shall be based on nationally accredited competencies and curriculum.
- c. Training and skill development will generally be carried out in normal working hours. However, in order to meet normal workloads and commitments, training after hours will remain an option. Any Council organised training outside normal working hours shall have regard to employees' family responsibilities.

- d. Where Council requests an employee (including casual employees) to attend a training course outside of normal working hours the employee may elect TOIL or the overtime rates. This will include travelling time in excess of the employee's normal commuting time; and
- e. Trainees and apprentices who are required to attend compulsory training courses will be provided with reasonable transport and/or accommodation assistance as approved by the CEO/Delegate.

Recruitment

All vacancies will be advertised within 14 days of identification and approval to support timely recruitment and minimise staffing gaps. However, where roles require review or specific operational considerations, Council may exercise discretion regarding the timing and method of recruitment to align with organisational needs. Additionally, Council will assess the need to backfill positions held by permanent employees on leave of greater than 5 working days to maintain operational continuity and prevent service disruptions, applying flexibility based on operational priorities.

37. Study Assistance

All employees shall be entitled to the study assistance provision detailed in Appendix 4.

PART 5 - WORKING ARRANGEMENTS

38. Hours of Work

- a. The ordinary hours of work for all employees shall be in accordance with the Award unless varied in accordance with an instrument entered into under the terms of this Agreement.
- b. The span of hours shall be from 6am to 6pm unless varied in accordance with an instrument entered into under the terms of this Agreement.

39. Nine-Day Fortnight/Flex-Time

- a. The standard working arrangements for employees shall be either a nine-day fortnight or flex-time unless varied in accordance with an instrument entered into under this Agreement.
- b. The Flex-Time provision applies to employees covered by the *Queensland Local Government Industry (Stream A) Award – State 2017* only.
- c. The standard working arrangements may be changed during the life of this Agreement by:
- d. A LAWA [see clause 15];
 - i. Special Working Arrangement [see clause 42]; or
 - ii. Where a work team and management agree that for operational purposes a change in the working arrangements would be more beneficial to Council and the employees. In this case the affected employees may, following approval from Council and consultation with their relevant union, vote to change the current work arrangement. In order for the change to be executed, 75% or more of the affected employees must vote in favour of that change.
- e. Nine-Day Fortnight standard working arrangements are detailed in Appendix 2.
- f. Flex-Time standard working arrangements are detailed in Appendix 3.
- g. For flex-time employees it is important that at all times they follow directions given by their supervisors regarding hours of attendance. It is essential therefore, that all employees be aware that the first priority is the maintenance of acceptable workflows. Accordingly, there will be a need for co-operation between employees and management in planning of working time.

39.1 Higher Duties

Higher duties provisions are as per the applicable award clause except for;

- a. Employees under [Stream A Division 2] who are engaged wholly or mainly on duties other than those of the employee's usual grade or classification for a minimum of one day at a time, shall be paid the classification level of the position of the employee being relieved.
- b. Employees classified from Aquatics Grade 1 to Grade 7 [NAC LAWA](#) will only undertake the duties of a higher position should the relevant qualifications for the higher position be held by the employee. Employees would be paid for all time worked at the higher classification with a minimum of one (1) hour.
- c. Employees classified from Support Staff Indoor Level 1 - 3 will only undertake the duties of a higher position should the relevant qualifications for the higher position be held by the

employee. Employees would be paid for all time worked at the higher classification with a minimum of one (1) hour.

- d. Employees engaged under [Stream B Division 2 S6] are to be paid for all time worked at the higher classification, with a minimum of one (1) hour.

39.2 Public Holidays

For a Full-time employee who does not ordinarily work Monday to Friday of each week and has an agreed pattern of ordinary hours Monday to Sunday, the following Public Holiday entitlement will apply;

- a. A full-time employee is entitled to payment for each Qld public holiday that falls on an ordinary rostered day of work.
- b. Where a public holiday falls on a non-rostered day, Monday to Friday, a day's annual leave credit will apply.

40. Overtime

- a. Overtime shall be paid in accordance with the full provisions of the Award unless varied in accordance with an instrument entered into under the terms of this Agreement.
- b. In the interest of business flexibility, if a shift is cancelled within 24 hours of the scheduled start time, the employee shall be entitled to a minimum payment equivalent to 3 hours at the overtime rate applicable for that day, as per the relevant award. This payment is intended to compensate the employee for the inconvenience of late cancellation and applies regardless of the duration of the originally scheduled shift. This payment acknowledges the need for operational flexibility, while ensuring fair compensation for employees in such circumstances.

41. Time Off in Lieu of Overtime (TOIL)

Time off in lieu of overtime shall apply in accordance with the relevant Award and the following arrangements:

- a. Overtime can only be worked with approval by Management.
- b. Where management and the employee agree the overtime worked can accrue as TOIL at the rate of time for time and be taken at a later date as TOIL.
- c. Access to accrued TOIL should be agreed in advance between the employee and their Manager, in consideration of operational requirements.
- d. Managers and employees are responsible for managing TOIL balances and all hours need to be recorded on timesheets and submitted for processing.
- e. Employees can bank a maximum of five (5) days TOIL.
- f. Where TOIL has not been taken within three (3) months of its accrual, the employer is to discuss with the employee a mutually convenient time to access the TOIL. Where an agreement cannot be reached, the employer may direct the employee to take the TOIL of giving not less than five (5) days' notice.
- g. Where TOIL has not been taken, or directed to be taken, within four (4) months of its accrual, the employee may request to cash-out the TOIL at the relevant overtime rates.
- h. In extenuating circumstances (e.g. financial hardship, compassionate grounds etc.), an employee may apply to the CEO for payment of a maximum of three (3) days of their accrued TOIL, at any time.

42. Special Work Arrangements

- a. Special Working Arrangements may be entered into by agreement in the following two (2) circumstances:
- b. The CEO/Delegate may require a special working arrangement for either an individual or team in order to meet the efficient operation of the Council's business; such arrangement may be on a permanent basis or alternatively for a specified period; or
- c. An employee may require a Special Working Arrangement in order to better accommodate for their personal commitments or work/life balance; such arrangement may be on a permanent basis or alternatively for a specified period.
- d. Any arrangement shall be by agreement in writing between the CEO/Delegate and employee/s (and relevant union where applicable) and must not, on balance, disadvantage the employee in relation to their overall terms and conditions of employment.

43. Working from Home

- a. Employees may be permitted to work from home as a means of increasing productivity through decreased overheads, and to meet employees' personal circumstances.
- b. This will be subject to the demands of the position, the actual work content, and mutual agreement between the employee and Council.
- c. Employees who are approved to work from home will be covered by and they will comply with all statutory provisions, (e.g. *Work Health and Safety Act 2011* and *Workers Compensation and Rehabilitation Act 2003* etc.), as if they were working from or in Council premises.
- d. Council recognises that flexible arrangements (including working from home) support many of our staff balancing their work and family commitments. By mutual agreement an employee and manager may alter the span of ordinary hours of work. Where the employee seeks to alter the spread of hours to meet their personal circumstances the agreement must be in writing and shall indicate the change was at the employee's request. Such a change should not result in Council being liable for any penalty rates except in those instances where there was a prior agreement with the employee to work outside of the ordinary hours of work and receive penalty rates. Such a change must not result in any loss of business continuity.
- e. Employees who are working from home are required to follow all time and attendance provisions as listed in Clause 39, 40 and 41 along with Appendix 2 and Appendix 3 of this agreement.

44. Peak Periods

Leave during peak periods

The Parties acknowledge that there are certain periods during the year which place elevated demands on the Council in terms of ensuring service delivery. These demands may vary across the Council and may include, Christmas holidays, school holidays and other major Noosa events), which would require a level of service in certain areas of Council.

The parties agree that to deal with these peak periods, the Council will;

- a. Identify when peak periods occur throughout the year, as far as reasonably practicable and consult with employees about the work demands during these peak periods and the likely impact on service delivery. Use this information to develop a calendar that clearly outlines these peak periods to help inform the development of a leave schedule that is acceptable to both employees and managers..
- b. In recognition of the extra demands during peak periods in some areas, access to annual and long service leave may be restricted or, if necessary, unavailable during these times. However, applications for leave during peak periods, due to extenuating circumstances, will be considered on their individual merits..
- c. Council agrees that the duration of identified peak periods will be kept to the minimum necessary to ensure service delivery, in order to minimise the impact of restricted access to annual and long service leave for staff.
- d. Peak periods include, but are not limited to all school holiday periods with exception to the June/July holiday period and major events including Noosa Triathlon and New Years Eve.

45. Supervisors of 38 hours per Week Employees

The following clause applies to employees covered by the *Queensland Local Government Industry (Stream A) Award – State 2017*:

- a. Where an employee directly supervises employees working a 38-hour week (i.e. *Stream B and C*) and is required to be in attendance for this span of hours, the employee shall be paid 36.25 hours at their base hourly rate as prescribed in Appendix 1 and the additional 1.75 hours difference at the overtime rate. This base, Construction Work Allowance (CWA) and overtime combined becomes the annualised rate for these employees on their 38-hour arrangement and is listed in Appendix 1. This rate is the base for all leave and overtime provisions for these employees.

46. Breaks

- a. For employees covered by the *Queensland Local Government Industry (Stream A) Award – State 2017*, breaks will be as per the Award.
- b. For employees covered by the *Queensland Local Government Industry (Stream B) Award – State 2017* or the *Queensland Local Government Industry (Stream C) Award – State 2017*, the following conditions apply to breaks:

- i. An employee who is required to work overtime during or following a Sunday, Rostered Day Off or Public Holiday for a period in excess of two hours any part of which falls between 8:45pm and 3:00am, on a night preceding the performance of ordinary duty, must have ten (10) consecutive hours break between the termination of that overtime and the commencement of ordinary duty. If on the instructions of the Council such an employee resumes or continues work without having had such ten (10) consecutive hours off duty, he or she shall be paid double rates until he or she is released from duty for such period and he or she shall be entitled to be absent until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- ii. An employee who works so much overtime (in excess of two hours) between the termination of ordinary work on one day and the commencement of ordinary work on the next day that has not had at least ten (10) consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he or she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Council such an employee resumes or continues work without having had such ten (10) consecutive hours off duty, he or she shall be paid double rates until he or she is released from duty for such period and shall then be entitled to be absent until has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

PART 6 – LEAVE

47. Annual Leave

47.1 All annual leave entitlements shall be in accordance with the relevant Award, subject to the following conditions:

- a. For each completed year of service, an employee other than a casual or shift-worker, is entitled to accrue four (4) weeks of paid annual leave (accrued on a pro-rata basis for part-time employees), as follows:
 - i. For full time employees working 36.25-hour week – 145 hrs annual leave.
 - ii. For full time employee working 38-hour week – 152 hrs annual leave.
- b. Employees are entitled to receive an annual leave loading of 17.5% which is payable when accessing paid annual leave, unless otherwise agreed.
- c. Excess annual leave is defined as eight (8) weeks (pro-rata for part time employees).

47.2 Annual Leave – Double time at half pay

Employees can apply to have their annual leave, including the payment of applicable leave loading, taken at half pay, effectively doubling the period for which leave can be taken. Approval of half pay leave is subject to operational requirements and the following conditions:

- a. The minimum period of half-pay leave that can be accessed is four (4) consecutive days' leave, equating to two (2) days annual leave.
- b. Half pay leave must be applied for in full days i.e. partial days leave will not be approved.
- c. Half pay leave will not be approved where an employee has in excess of 8-week annual leave or excess banked RDO's, Flex-time or TOIL. Consideration will be given to any additional approved leave applications that may reduce these balances in the short-term.
- d. Long-term applications such as parental leave and career break, may include half-pay leave during the period.
- e. Half pay leave can be accessed in conjunction with other leave, for example parental leave.
- f. Employees who have in excess of the maximum annual leave accrued at time of application may not take annual leave at half pay with the exception of leave applications such as parental leave, mid-career break or other special circumstances as approved by the CEO/Delegate.
- g. By written agreement with their Manager, an employee may cash out annual leave accruals. Council actively encourages staff to take their leave however recognises the benefits afforded by staff being able to cash out their leave to meet personal circumstances. Any approval for the cashing out of leave must take into account breaks that the employee has had in the previous 12 months and what is planned in the following 12-month period. Any request for approval must ensure that the balance does not result in being less than four (4) weeks at the time of payment. Only one application for the cashing out of annual leave may be made in each financial year by an employee.

48. Purchase of Leave

- a. Employees have the opportunity to obtain additional leave for a minimum of one (1) week and up to a maximum of four (4) weeks per annum as a deduction from their gross salary each fortnight through the purchase of leave. This is to be achieved by mutual agreement between the employee and their Supervisor/Manager.. The employee can elect to reduce their annual salary by the corresponding level of unpaid leave sought and re- calculate salary payments over twenty-six (26) fortnights, thus ensuring continual income throughout the year.
- b. Employees who have an excess annual leave balance are not able to purchase additional leave until their balance is lower than the excess leave level; with the exception of leave applications such as parental leave, mid-career break or other special circumstances as approved by the CEO/Delegate.
- c. All applications for purchased leave must be submitted by 1 June each year. Purchased Leave entitlements are as per Councils Organisational Policy – Leave Entitlements.

49. Personal Leave (includes Sick Leave and Carers Leave)

All employees (except casuals) accrue fifteen (15) days personal leave per annum.

- a. For full time employees working 36.25-hour week – 108.75 hrs annual leave.
- b. For full time employee working 38-hour week – 114 hrs annual leave.
- c. Part time employees accrue personal leave on a pro-rata basis.

All Sick Leave (including Carers Leave) entitlements shall be in accordance with full provisions of the Award subject to the following conditions:

- a. Sick Leave may be taken when an employee suffers a personal illness or injury.
- b. Carer's leave may be taken when an employee is required to provide care or support to a member of the employee's immediate family or a household member who requires care or support as a result of sickness, injury or an unexpected emergency; and
- c. There will be no ceiling to the amount of sick leave which can be accrued.

50. Sick Leave

- a. When taking sick leave, the employee must notify their supervisor of their absence as soon as practical by phone – where possible before the scheduled start time, but no later than 30 minutes after the normal start time.
- b. For absences of more than two (2) days of sick leave, employees must provide Council medical certificate or sufficient evidence of the illness to satisfy a reasonable person.
- c. Where an employee is ill or injured during a period of annual leave for a period of five (5) consecutive days or more, may apply to have such leave re-credited for the period where they provide, medical certificate or sufficient evidence for a period of five (5) days to Council that they were ill or injured. This is subject to the employee having accrued paid personal leave available.
- d. If it is deemed necessary by the Manager/Director, due to a regular pattern of personal leave which is not supported by a medical certificate or sufficient evidence to the Council's satisfaction, Council will request an employee to provide a medical certificate or sufficient evidence of the illness to satisfy a reasonable person will be required for any one (1) day of personal leave.
- e. Where an employee has exhausted all paid personal leave entitlements, the employee may access unpaid personal leave or other paid leave entitlements, with approval by the Manager. Should an employee have excess Annual Leave, this must be utilised prior to any other leave (paid or unpaid).

51. Carer's Leave

An employee may utilise their accrued personal leave entitlement to care for or support.

- a. a person who is a member of the employee's immediate family or household.
 - i. when the person is ill; or
 - ii. because an unexpected emergency arises in relation to the person; or
- iii. a person who has experienced domestic violence in accordance with the Industrial Relations Act 2016 (QLD).

- b. The employee is required to give Council prior notice of their absence, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave, the estimated length of absence and, if the reason for taking the leave is due to an unexpected emergency, the nature of the emergency.
- c. If an employee takes carer's leave to care for or support a person who is ill for more than two (2) consecutive days, the employee must, give the employer a medical certificate or sufficient evidence to satisfy a reasonable person that the person is ill with an illness requiring care or support by another person.
- d. Where an employee has exhausted all paid personal leave entitlements, the employee may take up to an additional two (2 days) unpaid carer's leave each time the employee is required to provide care.
- e. The employee may take additional unpaid carers leave by agreement from Council.
- f. If it is not practical for the employee to give prior notice of absence, the employee shall notify the Council by telephone of such absence by 12 noon on the day of the absence.

51.1 Well-being Leave

Council acknowledges its obligation to provide a safe work environment and is committed to psychosocial safety under the provisions of the Act.

Healthy initiatives are focused on supporting a safe working environment and employee well-being, which are crucial for enabling employees to perform their roles and be productive in the workplace.

Council recognises that well-being leave is an essential part of a broader strategy to support employees' overall health and wellness. It acknowledges that employees may require additional time to focus on their well-being, which is vital for maintaining a healthy and productive employee.

- a. An employee may utilise up to a maximum of five (5) days per year, non-cumulative, of their accrued personal leave entitlement for the purpose of well-being leave.
- b. Applications for well-being leave do not require evidence.
- c. Well-being leave can be taken in a single day or consecutively, with prior manager approval and at least two (2) working days' notice.
- d. Well-being leave cannot be taken as half-pay leave.
- e. Well-being leave is not for reasons of personal illness/injury or carers leave, which require notice and evidence obligations.
- f. An employer and employee may agree when the employee is to take well-being leave. All leave approvals are subject to business operational requirements.
- g. The employer must not unreasonably refuse to agree to when the employee is to take the leave.
- h. Well-being leave is not available to employees who have excess annual leave balances at time of application.

52. Bereavement Leave

- a. All bereavement leave entitlements shall be in accordance with full bereavement leave provisions of the Act.
- b. In addition to the number of days allowable under the Act, all employees (except casuals) are entitled to an additional three (3) days paid bereavement leave on each occasion (pro-rata for part-time employees). To avoid doubt, this means that an employee (except a casual) is able to access up to a total of five [5] days paid bereavement leave per occasion to be taken as per the Act.
- c. The list of family members as listed under the immediate family definition is not exhaustive. Cultural and personal reasons may be taken into consideration and at the discretion of the CEO/Delegate Council bereavement leave may be granted to employees on the death of family members that are not expressly provided for in this definition.
- d. Employees are entitled to one (1) day of paid funeral leave to attend the funeral of a non-immediate family member, as defined under the Industrial Relations Act. This leave provides employees the opportunity to pay respects and support their extended family or community members.

53. Long Service Leave

- a. All long service leave entitlements shall be in accordance with full long service leave provisions of the Act (and any other relevant legislation) subject to the following conditions:
- b. All employees are entitled to long service leave that accrues at the rate of 1.3 weeks per year of service in accordance with the Act. After seven (7) years of continuous service, employees are entitled to 9.1 weeks pro rata;
- c. Long service leave may be accessed for periods of less than two (2) weeks if annual leave entitlements have been exhausted; and
- d. Employees may utilise the provision for long service leave to be taken at half pay, effectively doubling the period for which leave can be taken.
- e. A maximum period of up to 12 months long service leave may be taken at one time either at full or half pay, unless approved by the CEO/Delegate.

54. Parental Leave

Parental leave shall be provided in accordance with the Act, subject to the following additional provisions:

- a. An eligible employee will be entitled to take an unbroken period of up to eighteen (18) months/78 weeks long parental leave, without the need for an extension application.
- b. A full-time employee is entitled to return and work on a part-time basis for a period of two (2) years from the day the employee commenced long parental leave and may seek extension as per the Act.
- c. The entitlements at (a) and (b) above are only available for one parent or shared between the parents.
- d. An employee may access accrued annual and long service leave entitlements, during their period of parental leave and may request access to their annual and long service leave at half pay. Any periods of annual or long service leave accessed will form part of the eighteen (18) months parental leave entitlement; and
- e. Council will contribute superannuation insurance cover on behalf of an employee during any period of unpaid parental leave.

55. Paid Long Parental Leave

- a. Paid long parental leave is in addition to any entitlement permissible under the Federal Government's Paid Parental Leave Scheme.
- b. This paid long parental leave entitlement is only available to an employee (not including a casual) who is the primary care giver of the child/children.
- c. Employees with greater than twelve (12) months of service at the start of parental leave, will be entitled to twelve (12) weeks paid long parental leave.
- d. Employees may take the paid long parental leave at half-pay.
- e. Part-time employees are eligible for paid long parental leave on a pro-rata basis of the average weekly hours for the preceding twelve (12) months.
- f. Paid long parental leave must be taken from the date of commencement of parental leave and will form part of the eighteen (18) months unpaid long parental leave entitlement. Paid long parental leave will be accessed in a single unbroken period.
- g. The period of paid long parental leave is payable once only in connection with each birth or adoption of a child/children to an employee or employees of Council.
- h. Parents are entitled to the combined total of up to twelve (12) weeks paid long parental leave on a shared basis in relation to the birth or adoption of their child/children, provided that the parents are both employees of Council and the employee claiming paid long parental leave is the primary and sole care giver of the child/children.
- i. All employee entitlements will accrue during the period of paid long parental leave, on a pro-rata basis.
- j. If the pregnancy of an employee terminates in other than the birth of a living child after 20 weeks gestation, the employee may still take the equivalent of paid long parental leave. An employee may be required to supply satisfactory evidence, if requested by management, when application for the paid long parental leave is made.
- k. If the child dies after birth, within the approved paid long parental leave period, the employees will be able to take the balance of the paid parental leave.

56. Paid Short Parental Leave

- a. An eligible employee will be entitled to two (2) weeks paid short parental leave at the time of the birth or adoption of the child/children. This paid short parental leave forms part of the eight (8) weeks unpaid short parental leave, in accordance with the Act.
- b. This paid short parental leave entitlement is only available to an employee (not including a casual) who is the secondary care giver of the child/children.

57. Leave Without Pay

- a. Employees may seek leave without pay which will be at the discretion of the CEO/Delegate.
- b. Such leave will not constitute a break in the continuity of service of the employee, however, accrual of benefits and leave during this period will be suspended after a period of three (3) days.
- c. Unless approved by the CEO/Delegate the maximum time for leave without pay is twelve (12) months.

58. Jury Services Leave

In line with the Act, employees (except casuals) are entitled to be paid their ordinary rate of pay while on jury service leave. Upon receipt of remuneration from the Court for jury service, the employee shall reimburse the Council.

59. Emergency Services Leave

- a. All employees (except casuals) engaged as a volunteer in a recognised emergency service organisation (e.g. Rural Fire Brigade) may be entitled to up to five (5) days paid Emergency Services Leave per year. This leave is not cumulative.
- b. Employees who exceed the five (5) days will be allowed to use annual leave, banked RDO's or TOIL.
- c. To avoid disruption to work, employees are required to seek approval from the CEO/Delegate to join a recognised emergency service organisation. Certification of attendance at Emergency Services operations will be required for payment purposes.

60. Natural Disaster Leave

- a. Where a Declaration of a Disaster Situation has been declared which results in situations where employees are unable to perform their required functions and reasonable duties, or where to continue working under extreme conditions is inadvisable due to Work Health and Safety considerations, and where employees are required to leave the work site and return home, employees shall be permitted to leave without loss of pay, up to a maximum of three (3) days and such leave is subject to approval by the CEO.
- b. Where any employee is isolated as a result of a declared Declaration of a Disaster Situation caused by but not limited to, a natural flood, cyclone, bushfire, tsunami, volcano or earthquake events, and accordingly is unable to report to work at any of Council's depots or premises from which that employee's duties are conducted by means of plant and/or equipment being stationed there or alternative duties or training, the employee shall be permitted leave without loss of pay, up to a maximum of three (3) days and such leave subject to approval by the CEO.
- c. Where due to an employee's circumstances they are required to return home due to a non-declared Declaration of a Disaster Situation, the employee must seek approval to leave work and, if approved will be eligible to access any accrued leave balance (including TOIL, RDO's and flex-time) excluding personal leave (unless an emergency as defined by the relevant award) or unpaid leave.

61. Military Leave

Employees who are members of the Australian Defence Force Reserves are entitled to ten (10) days paid military service leave.

62. Study Leave

All employees shall be entitled to Study Leave with details set out in Appendix 4.

63. Domestic & Family Violence Leave

Noosa Council is committed to promoting a violence free workplace and supporting those experiencing Domestic and Family Violence. This policy has positive benefits for individuals, their family, colleagues, and the workplace. Division 7 [s52] of the Industrial Relations Act 2016 applies to all employees for the purposes of Domestic and family violence leave.

All employees are entitled of domestic and family violence 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; or
- c. An employee who is a support person for an individual experiencing domestic violence is entitled to take paid or unpaid leave, to provide assistance and support. This leave may be used to accompany the affected person to appointments, legal proceedings, or other related activities.

The employee must inform their supervisor as soon as possible and if requested by the Employer under Division 7 [s54] provide evidence to support the leave request. Council is committed to supporting employees in these circumstances and ensuring their well-being while fulfilling their role as a support person.

Under the provisions of the Noosa Certified Agreement 2025 the employee may need to take up to twenty (20) days domestic and family violence leave if the employee is;

- a. Recovering from an injury cause by the violence; or
- b. Attending an appointment related to the violence, including an appointment to attend counselling, to obtain legal advice, for medical treatment or with police officers; or
- c. Preparing for a court appearance related to the violence; or
- d. Attending court for a proceeding related to the violence; or
- e. Finding housing that is necessary because of the violence; or
- f. Organising childcare or the education of a child that is necessary because of the violence.

If an employee has exhausted the entitlement the employee may, with the Council's agreement, take additional days of unpaid domestic and family violence leave.

An employee's entitlement to domestic and family violence leave under subsection (1) does not accumulate from year to year.

A "day" for an employee mentioned who is paid based on the number of hours worked, means one-fifth of the number of employee's ordinary hours of work for a week, averaged over each completed 6 weeks of employment with Council.

As per Division 7 [c54] and Employer may request evidence as per the Industrial Relations Act 2016.

Requirement for employee to give notice

An employee's entitlement to domestic and family violence leave is conditional on the employee giving the Council notice of:

- a. The employee's absence from work; and
- b. If it is possible to notify the Council before the leave is taken - the approximate period the employee will be absent.

The employee must give the Council notice:

- a. Before or on the day the employee is to take the leave; or
- b. If it is not possible to notify the Council before the leave is taken - during the leave or as soon as possible after the leave ends.

Council may request evidence

Council may ask an employee to give it evidence that the employee has experienced domestic violence and needs to take leave as a result.

The employee must comply with the request.

The employee may comply with the request by giving the Council:

- a. Evidence from the police; or
- b. Evidence of a legal proceeding or a court report; or
- c. Evidence from a doctor or other health practitioner; or
- d. A report from a counsellor; or
- e. Written advice or a statutory declaration from the employee.

If Council receives evidence under this section, Council must not disclose the evidence to someone else unless the disclosure is required or permitted under an Act.

63.1 Reproductive Health Leave

All employees regardless of gender shall be entitled to five (5) days of paid Reproductive Health Leave (RHL) per service year, on a non-cumulative basis. This entitlement reflects Councils' commitment to supporting employee well-being and fostering a respectful, inclusive workplace culture.

Reproductive Health Leave is a workplace entitlement designed to support employees in managing their reproductive health needs. It allows time off to address reproductive health-related concerns and treatments without affecting other leave balances.

Reproductive health leave can be accessed in the following circumstances;

- a. a reproductive health condition.
- b. a chronic reproductive health condition require absence from the workplace.
- c. to attend preventative screening associated with reproductive health.
- d. to receive fertility treatment.
- e. for treatment associated with reproductive health.
- f. travel to an appointment for reproductive health purposes.

63.2 Notification Requirements

Employees are required to notify their employer of any absence as soon as is practicable. Notice is to be provided as soon as it is possible and practical to do so, considering all relevant circumstances.

Where the absence relates to attendance at an appointment, notice can be given to the employer at the time the appointment is made.

In cases of emergent symptoms of a chronic reproductive health condition, notice may not be possible until it becomes clear that the employee will be unable to attend work.

Managers may ask an employee to confirm that the reason for the leave application is due to a reproductive health circumstance. A simple confirmation will suffice; there is no need to identify a specific category or provide detailed information about the condition.

Information received in connection with an RHL application is to be stored as confidential employee information. It should only be disclosed to the extent necessary to facilitate the employee's access to RHL. All handling of personal information must comply with the Information Privacy Act 2009 (Qld) and relevant workplace policies.

63.3 Evidence Requirements

If an employee applies for more than three (3) consecutive working days of RHL, they will need to provide evidence to satisfy a reasonable person to support the application.

63.4 Reasonable Adjustments and Flexibility

Managers may discuss with employees if there are any reasonable adjustments that can be made in the workplace to assist with their reproductive health circumstances, such as flexible work arrangements.

PART 7 - WORKPLACE PRACTICES

64. Work Health and Safety

- a. The Parties agree to comply with the provisions of the relevant legislation (i.e. *Work Health and Safety Act 2011*) and acknowledge a healthier and safer workplace will result in improved effectiveness, efficiency and productivity. This will be accomplished by a consultative approach to managing Work Health and Safety (WH&S) issues and a WH&S framework supported by appropriate training.
- b. The parties are committed to the achievement of a healthier and safer workplace through effective workplace changes. This will be accomplished through a consultative approach to managing WH&S issues which include:
 - i. Control of hazards at the source.
 - ii. Reducing the incidence and costs of workplace injury and illness.

- iii. The provision of timely (being no later than the normal close of business of the next business day) and accurate incident reports for incidences which involve either personal injury, property damage or any near-misses;
- iv. Reviewing the work and management practices affecting the inter-relationship between efficiency, productivity and health and safety.
- v. The commitment and adherence to the Councils' rehabilitation system for employees affected by workplace injury or illness.
- vi. The provision of First Aid training (to employees who have been appointed by Council as a designated First Aid Officer) and other safety training as required by legislation.
- vii. The provision of vaccinations (e.g. Hepatitis A & B, Flu Shots, Tetanus etc.) for employees in positions which have been identified by Council as high-risk infectious activities; and
- viii. Developing a culture of preventative strategies to promote better health and fitness.
- c. The consultative approach will be through WH&S committees and such committees will address the issues above and increase management, individual and supervisor accountability after consultation with the relevant parties in the workforce. WH&S awareness shall be enhanced and appropriate training and communication lines put in place.
- d. Where safety clothing and Personal Protective Equipment (PPE) is provided by the Council, all employees are required to wear the current issues of clothing and PPE during any working day. This action is necessary for the safety of the employee concerned as well as other employees working with that employee.
- e. Employees are permitted to work when prescribed with medication, provided their work performance is not affected by that medication. All employees are obliged to ensure that work can be performed safely without risk to themselves or others. If an employee is likely to experience side effects from taking prescribed drugs, he/she must inform their Supervisor before commencing work.

64.1 IVMS – In Vehicle Monitoring System

GPS tracking systems such as In-Vehicle Monitoring Systems (IVMS), may be used at Noosa Council. Information gained by us through the installation and operation of GPS tracking systems will be used for legitimate businesses purposes including but not restricted to:

- a. monitoring safe work practices and assisting in identifying the location of Employees and vehicles.
- b. identifying and facilitating productivity improvements.
- c. confirming compliance with the Council's policies, procedures and relevant laws and regulations; and;
- d. assisting in the location and retrieval of stolen vehicles.
- e. Information gained through any tracking system that is not relevant to an employee's relationship with Council will be considered private and treated with appropriate confidentiality.

65. Medical Assessment for Long-Term Injured or Ill Employees

- a. Where an employee is deemed unable to perform the inherent requirements of their substantive position due to illness or injury, the Council, in consultation with the People and Culture Manager, may require the employee to attend an Independent Medical Examination (IME) conducted by a suitably qualified specialist medical practitioner in order to assess the employee's capacity for work and potential for redeployment to an alternative position. For the purposes of this Agreement, *long term illness or injury* is defined as a continuous period of absence of 12 weeks or more.
- b. The medical report will only cover the employees' capacity (both short-term and long-term) to carry out the responsibilities of their substantive position and/or an alternative redeployment position.
- c. In the first instance the request for the medical assessment will be referred to the employee's treating medical practitioner. In the event that further information is required to assess the employee's capacity or where the employees treating medical practitioner is unwilling to provide an IME Report, Council may refer the employee to alternative specialist medical practitioners, or allied-health professional/s.
- d. If an employee fails to comply with a request for medical assessment, and management believe there is an inherent risk to the employee's, and/or any co-worker's health and safety if the employee returns to his/her substantive position, then they may transfer the employee to

a suitable alternative position if available, to minimise the risk until such time Council are satisfied that the employee is safe to return to their substantive position.

- e. The written medical report by the specialist medical practitioner will be provided to the employee and the People and Culture Manager.
- f. Council will meet the cost of any required medical assessment requested under this clause.

66. Employee Wellbeing

Noosa Council is committed to workplace diversity and a balance between work and life. Council recognises that a diverse and capable workforce is essential to delivering outcomes for the Shire, the community, and the need to balance business needs and individual requirements.

The Council will continue to demonstrate its commitment to work life balance through:

- a. Developing and implementing leading-edge work/life and equity and diversity policies and practices that benefit both employees and the business.
- b. Applying flexible and innovative ways and enhancing access to the policies in daily business where possible.
- c. Undertaking proactive actions to attract, select, develop, and retain employees from diverse backgrounds and abilities, so that the workforce mirrors the diversity of the Noosa community, and an enhanced customer service capability is achieved.
- d. Continually strengthening relationships between managers, team leaders and employees.
- e. Continuing to support and monitor local equity and diversity planning; and
- f. Monitoring and improving access to work and life policies and practices, for the benefit of both employees and the business.
- g. Support for better Mental Health in the workplace including training.
- h. Council employees will be provided a 25% discount for access to Noosa Aquatic Centre and Noosa Leisure Centre for Council-run fitness and wellbeing programs within these facilities.

66.1 Right to Disconnect

Council recognises the importance of respecting an employee's right to access their leave entitlements and rest days without interference.

Employees are not required to monitor, read, or respond to work-related communications outside their designated work hours, including contact or attempted contact from third parties where that contact relates to their work, unless the refusal would be deemed unreasonable.

Exceptional circumstances, which may necessitate contact outside of standard working hours, include but are not limited to emergencies, disasters, critical incidents, or situations essential to ensure business continuity.

When determining whether an employee's refusal to respond to work-related communication outside working hours is unreasonable, the following considerations will apply:

- a. The reason for the contact or attempted contact.
- b. How the contact is made and the level of disruption it causes the Employee including their personal circumstances.
- c. Any compensation the employee receives:
 - i. For remaining available outside their standard hours.
 - ii. For working additional hours beyond their ordinary working hours.
- d. The nature and level of responsibility associated with the Employee's role.
- e. The Employee's personal circumstances, including any family or caregiving responsibilities.

For clarity, this provision applies regardless of where the employee is working (whether on the employer's premises, at home, or elsewhere).

Employees and their Manager will discuss practical ways to implement the right to disconnect.

Council shall not impose disciplinary measures or disadvantage an employee for not monitoring, reading, or responding to work-related communications outside their designated hours of work, except where such contact is mandated by law.

In circumstances where this industrial agreement provides greater protections for the right to disconnect than applicable legislation, the provisions within this agreement shall apply.

67. Healthy Lifestyle Initiatives

Council is committed to assisting employees who wish to participate in maintaining a healthy lifestyle. Over the term of this Agreement, Council in consultation with employees and Unions through the WCF will develop and agree to new healthy lifestyle initiatives to foster a range of practical programs and activities which benefit both Council and their employees.

68. Equity, Diversity and Equal Employment Opportunity

The parties are committed to the principles of equity and diversity and to the objectives set out in the relevant Anti-Discrimination legislation and Human Rights Legislation.

The Council will conduct its operations with total commitment to the spirit and intent of the above legislation including the following principles:

- a. Fair practices in the workplace ensuring approval of development opportunities are managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the Anti-Discrimination Act.
- b. Management decisions being made without bias.
- c. Recognition of and respect for the social and cultural backgrounds of all employees and customers.
- d. Improving productivity through guaranteeing that:
 - i. The best person is recruited and/or promoted.
 - ii. Skilled employees are retained.
 - iii. Training and development are linked to customer need and employee development; and
 - iv. The workplace is efficient and free of harassment and discrimination.
 - v. Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attributes under the Anti-Discrimination Act 1991.
 - vi. Inclusion of statements during recruitment that Council is an equal opportunity employer.
 - vii. Giving appropriate and meaningful consideration of workplace flexibility.
 - viii. The Council is committed to equal remuneration for work of equal or comparable value.

69. Classification of Positions

Classification of positions in the Corporate Structure shall be in accordance with the full provisions of the Award subject to the following:

- a. All positions in the Corporate Structure shall have a position description which will be used as the primary source of classifying positions.
- b. Whenever a position is redesigned, the position will require an evaluation to determine the classification; and
- c. Such a request may only be made on an annual basis provided however, an employee may make a request at any time where the employee's position has been restructured or reorganised or as the result of a significant change in the position initiated by Council, such that the position, in the opinion of the employee, should be classified at a higher level within the Award.
- d. Copies of the current Position Description shall be made available to the employee

PART 8 - WORKPLACE CHANGE

70. Employment Security

The Council is required as part of its responsibilities under the *Local Government Act (Qld) 2009* to provide services to and undertake work for the ratepayers and community of Noosa Shire in an efficient and productive manner. In order to do this Council will need to maintain a productive and efficient permanent workforce.

The parties agree that the best way to optimise job security is through maximum efficiencies, aiming for best practice and continual productivity improvements. Further, the parties acknowledge that the current workforce of Council is a critical element in the improvement of quality service provision.

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

- a. Taking steps to ensure Council has the benefit of a stable and committed workforce.
- b. Training and developing employees' levels of skill and ability and providing retraining when necessary.
- c. Providing an environment which supports career development and equal employment opportunity.
- d. Continuing to manage Council's workforce to minimise the need for involuntary labour reductions in the future through natural attrition, retraining and redeployment as detailed in clause 73.
- e. Council will ensure that any contractors (including day labour) are reduced prior to any redundancy where the skill requirements of the redundant positions are the same as those of the contractors.
- f. Implementing consultative mechanisms to ensure timely advice and discussion between employees and
- g. management about any significant changes to service delivery which may impact upon labour requirements; and
- h. Introducing measures to increase the security of employees' employment
- i. Council commits to completing a strategic workforce plan five years in advance.

71. Contracting Out/Outsourcing/Shared Services

71.1 Contracting Out

- a. The Council is committed to job security for its employees and will prioritise the utilisation of its in-house permanent employees for Council's work, services, and operations. Before considering external options, Council will first seek to engage its existing casual and maximum-term employees where appropriate.
- b. The Council will endeavour to preserve as many current employment positions within the organisation as possible. However, the Council may engage contractors in specific circumstances, only after consultation and when it is demonstrated that there are no available and appropriately skilled employees to perform the work.
- c. Permanent full-time employees will be given first preference for "higher duties" assignments over contractors, except in circumstances 71.1(d) outlined below.
- d. During the life of this Agreement, Council will minimise the contracting out of works and services currently provided by Council, reserving the right to contract out work only in the following situations:
 - i. A critical shortage of skilled employees.
 - ii. Work volume exceeding the capacity of existing employees or requiring completion within tight timeframes.
 - iii. Lack of available infrastructure or where the cost of technology is not economically sustainable.
 - iv. Situations where Council resources must be allocated to higher-priority or core activities, making it impractical for employees to undertake the additional work.
 - v. Situations where it is demonstrably in the public interest to contract out the service; and
 - vi. Extraordinary or unforeseen circumstances.
- e. Subject to these provisions, contractors and their employees will not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed per clause 36 Employee Development.

71.2 Outsourcing/Shared Services

While it is not currently the intention of Council to engage in any shared resource, joint enterprise or shared service company arrangements, Council reserves the right to make a determination regarding such arrangements.

71.3 Consultation

- a. Prior to any decision to contract out any Council work and services provided by Council employees, the affected employees and their relevant unions shall be consulted as early as possible prior to implementation. Such consultations shall occur in accordance with clause 72 of this Agreement.
- b. For the purposes of consultation, the relevant unions will be briefed on the rationale behind Council's proposal and be provided with relevant documentation where possible in accordance with clause 72. It is the responsibility of the relevant union to participate fully in discussions on any proposals to contract out of any Council's functions. Council will not be required to provide information that would result in disclosure of confidential and/or commercial information.

72. Workplace Change Notification

- a. Prior to Council making a decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the relevant union.
- b. "Significant effects" include termination of employment, major changes in the composition, operation or size of Councils' workforce or in the skills required; the elimination or diminishing of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
- c. Council shall discuss with the employees affected and the relevant Union "inter-alia", the introduction of the changes referred to in clauses 72(a) & 72(b) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees.
- d. Council will give prompt and genuine consideration and shall report back in writing on any matters raised by the employees and/or the relevant Union in relation to the changes.
- e. The discussions shall commence prior to a definite decision being made by Council to make the changes referred to in clause 72(b) hereof.
- f. For the purposes of such discussion, Council shall provide in writing to the employees concerned and the relevant union all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that Council shall not be required to disclose confidential information the disclosure of which would be inimical to Council's interests.
- h. During this period, Council will assess whether there will be redundancies, and if so, any redeployment options as a result of the workplace change.
- i. Where Council is proposing to undertake restructuring which may result in a position becoming redundant, Council will provide the affected employees and their relevant union a summary of the proposed changes to the structure including any current positions which are likely to be displaced and/or deemed redundant, proposed new positions, and a list of the potentially affected positions including council's proposal to mitigate the effects on each affected employee.

73. Redundancy/Retraining/Redeployment/Retrenchment

73.1 Definitions

- a. "Redundancy" means a situation where a function in Council is no longer required, and the position is no longer needed as a result of organisational change.
- b. "Retrenchment" means the termination of employment of an employee working in a position that has been made redundant, and Council cannot offer the employee any alternative position or, any alternative position offered by the Council cannot be accepted by the employee. Retrenchment may be voluntary or involuntary. However, retrenchment does not occur in the following circumstances:
 - i. Where an employee terminates their employment before the expiration of the thirteen (13) weeks redundancy notice period without prior approval of the CEO (see below); or
 - ii. Where an employee suffers a permanent injury or illness that renders that employee otherwise incapable of continuing in employment, and the employee has access to other financial support such as Worker's Compensation or Superannuation, Total and Permanent Disability Payment; or

- iii. Where an employee's services are terminated by reason of neglect of duty, abandonment of employment or misconduct; or
- iv. Where an employee has been engaged in a casual or temporary capacity on a short-term basis, such as project employment; or
- v. Where the employee either before or during the redundancy/redeployment notice period is offered by Council a redeployment to an alternative position and the employee does not accept that position; or
- vi. Where an employee has not been engaged for a continuous period of at least twelve (12) months.
- c. "Redeployment" means the process of transferring an employee to another substantive position and appointing them to that position on the proviso that they have the skills, knowledge and ability to carry out the responsibilities of the new position.
- d. "Retraining" means the assessment of the employee's current skills, knowledge and abilities and providing short-term training (up to three (3) months) to improve an employee's redeployment opportunities.

73.2 Objectives

The objectives of this clause:

- a. To maintain, where possible, employees whose positions have become redundant in continued employment within the Council.
- b. To retrain employees whose positions have become redundant where necessary.
- c. To pay monetary compensation to employees whose positions have become redundant and who are unable to be redeployed and who are to be retrenched.
- d. Not to use redundancy as a means of managing poor performance; and
- e. To assist employees to find employment outside Council through vocational training.

73.3 Redundancy

- a. Where Council has made a decision to make a position redundant (which is occupied with an incumbent) the Council will assess for any redeployment opportunities by reviewing all vacant permanent positions within Council to ascertain if there are any suitable alternative positions that the employee could be offered redeployment to.
- b. Council will issue a Redundancy Notice of thirteen (13) weeks to the employee and their relevant union. This notice will contain:
 - i. The reason for the position becoming redundant.
 - ii. The date of the redundancy.
 - iii. Details of any possible redeployment opportunities that may be appropriate for the employee (provided that the Council will not be required to provide confidential information the disclosure of which would be detrimental to its concerns) having regard to their skills and qualifications; and
 - iv. Estimate of the retrenchment entitlements as per clause 73.8.
- c. Council will meet with the affected employee/s and relevant union as soon as possible to discuss the redundancy.

73.4 Redeployment and Retraining

- a. During the Redundancy Notice period, Council will assess all possible redeployment options and if a suitable position is found Council will make an offer to the affected employee.
- b. If an offer of redeployment is made the employee will be required to accept or reject an offer of redeployment within twenty-one days (21) days of receipt of the offer. If the employee accepts the offer, the employee will be redeployed to the new position within fourteen (14) days of acceptance of the offer, unless another date is mutually agreed. If the employee rejects the offer, the employee may be retrenched as at the end of the Redundancy Notice period, if no other redeployment options are found.
- c. An employee who is offered redeployment must fully co-operate in the process.
- d. A position will be regarded as a position for redeployment if the employee meets the requirements of this position and has the skills, knowledge and ability to carry out the position's responsibilities to the required standard either immediately or able to attain the required skills, knowledge and ability within the first three (3) months of the redeployment.

- e. An employee who is deemed eligible for redeployment shall be referred to as a "redeployee".
- f. Retraining will be provided to assist a redeployee to reach the required standard needed for their alternative position. This retraining will involve the employee being interviewed to determine what options may exist for their retraining by Council.
- g. The redeployee will be appointed to the alternative position at the position's classification level. However, if this position is at a lower classification level than their redundant position, the redeployee will continue to receive, as a minimum for all work performed, the actual rate of pay for the classification of the redundant position for period of eighteen (18) months.
- h. When an employee accepts redeployment to a position that is a lower classification level than their previous classification level the Council agrees to maintain an employee's income/salary/wage until either:
 - i. A maximum period of eighteen (18) months elapses; or
 - ii. The employee is no longer employed by the Council; or
 - iii. The employee is appointed to a position where the income/salary/wage is equal to or more than the income/salary/wage of the previous position.

In addition:

- i. Council agrees to apply all wage increases provided for in this Agreement to the employee's-maintained income/salary/wage; and
- ii. Accrued entitlements to be paid at pre income maintenance rate of pay for employees who are redeployed to a lower classification level when leave is taken.
- i. During the first twelve (12) weeks of the redeployment the employee and Council will assess the suitability of the redeployment and the redeployee or Council, may determine the redeployment is unsatisfactory or unsuitable and the redeployment will come to an end. Following the termination of the redeployment, the employee will have two (2) months to explore other redeployment options.
- j. If at the end of the two (2) month period there are no redeployment options, the employee will receive a Retrenchment Notice.
- k. If a redeployment option is found, then the employee will be offered the position and if the employee accepts the position they will be permanently redeployed to that alternative position and there will be no further review period. If the redeployment is at a low classification level, sub clause 73(g) will apply; and
- l. If the employee rejects the offer the employee may receive a Retrenchment Notice if no other redeployment options are found at the completion of the two (2) months.

73.5 Retrenchment

- a. At the end of the total Redundancy Notice Period, if no permanent redeployment options are found, the affected employee will be issued with a Retrenchment Notice of two (2) weeks.
- b. Upon receipt of their Retrenchment Notice the employee will continue to work in their substantive position or an alternative position if mutually agreed to by both parties.

73.6 Voluntary Retrenchment

- a. The CEO may invite applications from employees for voluntary retrenchment during the Redundancy Notice Period where there are one or more positions that are no longer required. The CEO, upon receipt of any applications, at his/her discretion, will either make an offer of voluntary retrenchment or reject it.
- b. An employee seeking Voluntary Redundancy must accept Council's offer within two (2) weeks of the offer being made otherwise it will lapse.
- c. The date of the retrenchment will be two (2) weeks from the acceptance date, unless another date is mutually agreed.

73.7 Retrenchment Entitlements

- a. An employee who is retrenched (voluntary/non-voluntary) shall receive:
 - i. Severance Pay provided for in clauses 73.8(a) and 73.8(b);
 - ii. Access to the Severance Benefits provided for in clause 73.9; and
 - iii. All usual termination of employment entitlements.

73.8 Severance Pay

- a. Upon termination, an employee who is retrenched will receive the following severance pay:

- i. 3 weeks' pay for each year of service and a proportional amount for each uncompleted year, for the first five (5) years of completed service.
- ii. 2.5 weeks' pay for each year of service, and a proportional amount for each uncompleted year, for the next ten (10) years of completed service.
- iii. 2 weeks' pay for each year of service, and a proportional amount for each uncompleted; for the years thereafter.
- iv. The minimum redundancy payment shall be eight (8) weeks' pay, and the maximum shall be 52 weeks' pay.
- v. Full pro rata payment of long service leave, eligible after five (5) years of service.
- b. Ordinary rate of pay shall mean the current rate including annualised allowances and Certified Agreement increases (excluding shift loadings, weekend penalty payments, and overtime).

73.9 Severance Benefits

- a. An employee shall have access to up to five (5) days leave with pay for the purpose of attending personal employment interviews during the retrenchment notice period, provided he/she has prior approval from their supervisor for the specific days.
- b. An employee shall be given a statement showing the calculation of an estimate of the payments to be made to the affected employee should retrenchment occur, at least twenty-eight (28) days before the date on which their retrenchment is to take effect.
- c. An employee shall have access to career planning/outplacement support together with access for up to four appointments for personal support with Council's Employee Assistance Program (EAP).
- d. An employee shall have access to up to \$1000 for long-term vocational training costs, which will be paid by Council.
- e. An affected employee shall have access to payment of financial planning costs of up to \$500, which will be paid by Council.

73.10 Early Separation Incentive Payment (ESIP)

- a. The Early Separation Incentive Payment (ESIP) is designed to enable a redundant employee to seek payment in lieu of notice, before the expiry of either the Redundancy or Retrenchment Notice period.
- b. The employee will be required to submit an application to the CEO within seven (7) calendar days of receiving the Redundancy or Retrenchment Notice.
- c. Applications may be rejected by the CEO/Delegate if acceptance would be detrimental to Council's operations.
- d. The ESIP is the amount the retrenched employee would have received had the employee worked the balance of the redundancy/retrenchment notice period, in lieu of notice. This payment will be calculated at the ordinary rate of pay.

73.11 Transmission of Business

- a. In this clause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, outsourcing, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.
- b. Where a business or part of a business of the Council is transmitted from Council to another employer (the Transmitten) and an employee, who at the time of such transmission was an employee of the Council, elects to become an employee of the Transmitten, the Council will reasonably endeavour to ensure that the terms and conditions of employment paid by the Transmitten are no less favourable than those which applied to the employee's employment with the Council.
- c. Council will include as part of tender specifications, and within the contractual arrangements with the Transmitten, the obligation for the Transmitten to apply terms and conditions of employment, that are no less favourable than those which applied to each transmitted employee at the Council prior to the transmission of business occurring.
- d. Where the Council declares any positions redundant as a consequence of a transmission of business, the following shall apply to affected employees:
- e. All reasonable steps will be taken to find suitable alternative employment within Council or with the Transmitten;

- f. At the end of the redeployment process, where no reasonable offer of redeployment at the same level is made available to the employee and/or no voluntary redeployment occurred, the employee will be eligible for a separation package in accordance with the redundancy provisions of this Agreement together with all other accumulated entitlements.
- h. 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 72, Workplace Change Notification of this Agreement.
- i. 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 with the Transmtee:
 - i. Annual leave;
 - ii. Long service leave;
 - iii. Personal/Carer's leave; and
 - iv. Redundancy.

PART 9 - SIGNATORIES

Signature	Witness
Signed for and on behalf of Noosa Shire Council:	In the presence of:
Larry Sengstock	Victoria Strickland
.....	
.....	Witness Name
Larry Sengstock (Chief Executive Officer)	Victoria Strickland
	
	
	Witness Signature
Dated 09/10/2025	Dated 09/10/2025

Signature	Witness
Signed for and on behalf of The Australian Workers' Union of Employees, Queensland (AWU): Stacey Schinnerl Name Stacey Schinnerl Signature Dated 29/09/2025	In the presence of: Jeehan Habib Witness Name Jeehan Habib Witness Signature Dated 29/09/2025

Signature	Witness
Signed for and on behalf of Queensland Services, Industrial Union of Employees (QSU): Jennifer Thomas Name Jennifer Thomas Signature Dated 8/10/2025	In the presence of: Rebecca Girard Witness Name Rebecca Girard Witness Signature Dated 8/10/2025

Signature	Witness
Signed for and on behalf of The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU): Jared Abbott Name Jared Abbott Signature Dated 2/10/2025	In the presence of: Emma Eaves Witness Name Emma Eaves Witness Signature Dated 2/10/2025

Signature	Witness
Signed for and on behalf of United Workers Union, Industrial Union of Employees, Queensland (UWUQ): Gary Bullock Name Gary Bullock Signature Dated 29/09/2025	In the presence of: Jody Kellin Witness Name Jody Kellin Witness Signature Dated 29/09/2025

Signature	Witness
Signed for and on behalf of The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees: Sean Kelly Name Sean Kelly Signature Dated 07/10/2025	In the presence of: Jakob Gould Witness Name Jakob Gould Witness Signature Dated 07/10/2025

Signature	Witness
Signed for and on behalf of Plumbers & Gasfitters Employees' Union Queensland, Union of Employees (PGEU): Gary O'Halloran Name Gary O'Halloran Signature Dated 8/10/2025	In the presence of: Sharl Charrinbron Witness Name Sharl Charrinbron Witness Signature Dated 8/10/2025

Signature	Witness
Signed for and on behalf of Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU): Richard Olsen Name Richard Olsen Signature Dated 8/10/2025	In the presence of: Jordan Strezov Witness Name Jordan Strezov Witness Signature Dated 08/10/2025

Signature	Witness
Signed for and on behalf of The Electrical Trades Union of Employees, Queensland (ETU): Name Signature Dated	In the presence of: Witness Name Witness Signature Dated

APPENDIX 1 – Schedule of Wages

Queensland Local Government Industry (Stream A) Award [72.5hrs] State 2017

Division 2 - Section 1 (Administrative, clerical, technical, professional, community service, supervisory and managerial services)

Award Level	Hours	Effective from the beginning of the first pay period after expiry February 2025 6.5%				Effective from the beginning of the final pay period of February 2026 4% or CPI whichever is greater				Effective from the beginning of the final pay period of February 2027 4% or CPI whichever is greater			
		Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%
LGOA Level 1.1	72.5	\$ 2,472.58	\$ 64,287.13	\$ 34.10	\$ 42.63	\$ 2,571.49	\$ 66,858.62	\$ 35.47	\$ 44.34	\$ 2,674.34	\$ 69,532.96	\$ 36.89	\$ 46.11
LGOA Level 1.2	72.5	\$ 2,512.83	\$ 65,333.61	\$ 34.66	\$ 43.32	\$ 2,613.34	\$ 67,946.96	\$ 36.05	\$ 45.06	\$ 2,717.88	\$ 70,664.83	\$ 37.49	\$ 46.86
LGOA Level 1.3	72.5	\$ 2,569.09	\$ 66,796.44	\$ 35.44	\$ 44.29	\$ 2,671.86	\$ 69,468.30	\$ 36.85	\$ 46.07	\$ 2,778.73	\$ 72,247.03	\$ 38.33	\$ 47.91
LGOA Level 1.4	72.5	\$ 2,629.34	\$ 68,362.88	\$ 36.27	\$ 45.33	\$ 2,734.52	\$ 71,097.39	\$ 37.72	\$ 47.15	\$ 2,843.90	\$ 73,941.29	\$ 39.23	\$ 49.03
LGOA Level 1.5	72.5	\$ 2,689.65	\$ 69,931.00	\$ 37.10	\$ 46.37	\$ 2,797.24	\$ 72,728.24	\$ 38.58	\$ 48.23	\$ 2,909.13	\$ 75,637.37	\$ 40.13	\$ 50.16
LGOA Level 1.6	72.5	\$ 2,750.96	\$ 71,525.02	\$ 37.94	\$ 47.43	\$ 2,861.00	\$ 74,386.02	\$ 39.46	\$ 49.33	\$ 2,975.44	\$ 77,361.46	\$ 41.04	\$ 51.30
LGOA Level 2.1	72.5	\$ 2,815.01	\$ 73,190.28	\$ 38.83	\$ 48.53	\$ 2,927.61	\$ 76,117.89	\$ 40.38	\$ 50.48	\$ 3,044.72	\$ 79,162.60	\$ 42.00	\$ 52.50
LGOA Level 2.2	72.5	\$ 2,881.93	\$ 74,930.10	\$ 39.75	\$ 49.69	\$ 2,997.20	\$ 77,927.31	\$ 41.34	\$ 51.68	\$ 3,117.09	\$ 81,044.40	\$ 42.99	\$ 53.74
LGOA Level 2.3	72.5	\$ 2,952.21	\$ 76,757.38	\$ 40.72	\$ 50.90	\$ 3,070.30	\$ 79,827.68	\$ 42.35	\$ 52.94	\$ 3,193.11	\$ 83,020.79	\$ 44.04	\$ 55.05
LGOA Level 2.4	72.5	\$ 3,025.98	\$ 78,675.36	\$ 41.74	\$ 52.17	\$ 3,147.01	\$ 81,822.37	\$ 43.41	\$ 54.26	\$ 3,272.89	\$ 85,095.27	\$ 45.14	\$ 56.43
LGOA Level 3.1	72.5	\$ 3,101.18	\$ 80,630.67	\$ 42.77	\$ 53.47	\$ 3,225.23	\$ 83,855.90	\$ 44.49	\$ 55.61	\$ 3,354.24	\$ 87,210.13	\$ 46.27	\$ 57.83
LGOA Level 3.2	72.5	\$ 3,177.88	\$ 82,624.77	\$ 43.83	\$ 54.79	\$ 3,304.99	\$ 85,929.76	\$ 45.59	\$ 56.98	\$ 3,437.19	\$ 89,366.95	\$ 47.41	\$ 59.26
LGOA Level 3.3	72.5	\$ 3,254.57	\$ 84,618.92	\$ 44.89	\$ 56.11	\$ 3,384.76	\$ 88,003.67	\$ 46.69	\$ 58.36	\$ 3,520.15	\$ 91,523.82	\$ 48.55	\$ 60.69
LGOA Level 3.4	72.5	\$ 3,331.33	\$ 86,614.67	\$ 45.95	\$ 57.44	\$ 3,464.59	\$ 90,079.26	\$ 47.79	\$ 59.73	\$ 3,603.17	\$ 93,682.43	\$ 49.70	\$ 62.12
LGOA Level 4.1	72.5	\$ 3,407.91	\$ 88,605.61	\$ 47.01	\$ 58.76	\$ 3,544.22	\$ 92,149.84	\$ 48.89	\$ 61.11	\$ 3,685.99	\$ 95,835.83	\$ 50.84	\$ 63.55
LGOA Level 4.2	72.5	\$ 3,484.73	\$ 90,602.99	\$ 48.07	\$ 60.08	\$ 3,624.12	\$ 94,227.11	\$ 49.99	\$ 62.48	\$ 3,769.08	\$ 97,996.20	\$ 51.99	\$ 64.98
LGOA Level 4.3	72.5	\$ 3,562.96	\$ 92,636.86	\$ 49.14	\$ 61.43	\$ 3,705.47	\$ 96,342.33	\$ 51.11	\$ 63.89	\$ 3,853.69	\$ 100,196.02	\$ 53.15	\$ 66.44
LGOA Level 4.4	72.5	\$ 3,642.18	\$ 94,696.68	\$ 50.24	\$ 62.80	\$ 3,787.87	\$ 98,484.54	\$ 52.25	\$ 65.31	\$ 3,939.38	\$ 102,423.92	\$ 54.34	\$ 67.92
LGOA Level 5.1	72.5	\$ 3,721.40	\$ 96,756.50	\$ 51.33	\$ 64.16	\$ 3,870.26	\$ 100,626.76	\$ 53.38	\$ 66.73	\$ 4,025.07	\$ 104,651.83	\$ 55.52	\$ 69.40
LGOA Level 5.2	72.5	\$ 3,800.82	\$ 98,821.36	\$ 52.43	\$ 65.53	\$ 3,952.85	\$ 102,774.21	\$ 54.52	\$ 68.15	\$ 4,110.97	\$ 106,885.18	\$ 56.70	\$ 70.88
LGOA Level 5.3	72.5	\$ 3,880.17	\$ 100,884.53	\$ 53.52	\$ 66.90	\$ 4,035.38	\$ 104,919.91	\$ 55.66	\$ 69.58	\$ 4,196.80	\$ 109,116.71	\$ 57.89	\$ 72.36
LGOA Level 6.1	72.5	\$ 4,015.76	\$ 104,409.68	\$ 55.39	\$ 69.24	\$ 4,176.39	\$ 108,586.07	\$ 57.61	\$ 72.01	\$ 4,343.44	\$ 112,929.51	\$ 59.91	\$ 74.89
LGOA Level 6.2	72.5	\$ 4,152.24	\$ 107,958.27	\$ 57.27	\$ 71.59	\$ 4,318.33	\$ 112,276.60	\$ 59.56	\$ 74.45	\$ 4,491.06	\$ 116,767.67	\$ 61.95	\$ 77.43
LGOA Level 6.3	72.5	\$ 4,289.18	\$ 111,518.55	\$ 59.16	\$ 73.95	\$ 4,460.74	\$ 115,979.29	\$ 61.53	\$ 76.91	\$ 4,639.17	\$ 120,618.47	\$ 63.99	\$ 79.99
LGOA Level 7.1	72.5	\$ 4,426.43	\$ 115,087.26	\$ 61.05	\$ 76.32	\$ 4,603.49	\$ 119,690.75	\$ 63.50	\$ 79.37	\$ 4,787.63	\$ 124,478.38	\$ 66.04	\$ 82.55
LGOA Level 7.2	72.5	\$ 4,564.01	\$ 118,664.33	\$ 62.95	\$ 78.69	\$ 4,746.57	\$ 123,410.91	\$ 65.47	\$ 81.84	\$ 4,936.44	\$ 128,347.34	\$ 68.09	\$ 85.11
LGOA Level 7.3	72.5	\$ 4,701.33	\$ 122,234.70	\$ 64.85	\$ 81.06	\$ 4,889.39	\$ 127,124.09	\$ 67.44	\$ 84.30	\$ 5,084.96	\$ 132,209.05	\$ 70.14	\$ 87.67
LGOA Level 8.1	72.5	\$ 4,866.48	\$ 126,528.52	\$ 67.12	\$ 83.90	\$ 5,061.14	\$ 131,589.66	\$ 69.81	\$ 87.26	\$ 5,263.59	\$ 136,853.24	\$ 72.60	\$ 90.75
LGOA Level 8.2	72.5	\$ 5,031.37	\$ 130,815.60	\$ 69.40	\$ 86.75	\$ 5,232.62	\$ 136,048.23	\$ 72.17	\$ 90.22	\$ 5,441.93	\$ 141,490.16	\$ 75.06	\$ 93.83
LGOA Level 8.3	72.5	\$ 5,196.45	\$ 135,107.79	\$ 71.68	\$ 89.59	\$ 5,404.31	\$ 140,512.10	\$ 74.54	\$ 93.18	\$ 5,620.48	\$ 146,132.58	\$ 77.52	\$ 96.90
LGOA Level 8.4	72.5	\$ 5,351.16	\$ 139,130.28	\$ 73.81	\$ 92.26	\$ 5,565.21	\$ 144,695.49	\$ 76.76	\$ 95.95	\$ 5,787.82	\$ 150,483.31	\$ 79.83	\$ 99.79
LGOA Level 8.5	72.5	\$ 5,506.00	\$ 143,156.12	\$ 75.94	\$ 94.93	\$ 5,726.24	\$ 148,882.37	\$ 78.98	\$ 98.73	\$ 5,955.29	\$ 154,837.66	\$ 82.14	\$ 102.68

Queensland Local Government Industry (Stream A) Award [76hrs] State 2017
Supervisors of 38hour per week Employees - Clause 45

Award Level *CWA \$80.90 per fortnight	Hours	Effective from the beginning of the first pay period after expiry February 2025 6.5%				Effective from the beginning of the final pay period of February 2026 4% or CPI whichever is greater				Effective from the beginning of the final pay period of February 2027 4% or CPI whichever is greater			
		Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%
LGOA Level 4.1 + CWA	76	\$ 3,735.59	\$ 97,125.28	\$49.15	\$ 61.44	\$ 3,881.78	\$ 100,926.16	\$ 51.08	\$ 63.84	\$ 4,033.81	\$ 104,879.07	\$ 53.08	\$ 66.35
LGOA Level 4.2 + CWA	76	\$ 3,817.97	\$ 99,267.30	\$50.24	\$ 62.80	\$ 3,967.46	\$ 103,153.86	\$ 52.20	\$ 65.25	\$ 4,122.92	\$ 107,195.87	\$ 54.25	\$ 67.81
LGOA Level 4.3 + CWA	76	\$ 3,901.86	\$ 101,448.44	\$51.34	\$ 64.18	\$ 4,054.70	\$ 105,422.24	\$ 53.35	\$ 66.69	\$ 4,213.65	\$ 109,555.00	\$ 55.44	\$ 69.30
LGOA Level 4.4 + CWA	76	\$ 3,986.82	\$ 103,657.42	\$52.46	\$ 65.57	\$ 4,143.06	\$ 107,719.58	\$ 54.51	\$ 68.14	\$ 4,305.55	\$ 111,944.23	\$ 56.65	\$ 70.81
LGOA Level 5.1 + CWA	76	\$ 4,071.78	\$ 105,866.41	\$53.58	\$ 66.97	\$ 4,231.42	\$ 110,016.93	\$ 55.68	\$ 69.60	\$ 4,397.44	\$ 114,333.47	\$ 57.86	\$ 72.33
LGOA Level 5.2 + CWA	76	\$ 4,156.95	\$ 108,080.79	\$54.70	\$ 68.37	\$ 4,320.00	\$ 112,319.88	\$ 56.84	\$ 71.05	\$ 4,489.56	\$ 116,728.54	\$ 59.07	\$ 73.84
LGOA Level 5.3 + CWA	76	\$ 4,242.05	\$ 110,293.36	\$55.82	\$ 69.77	\$ 4,408.50	\$ 114,620.96	\$ 58.01	\$ 72.51	\$ 4,581.60	\$ 119,121.67	\$ 60.28	\$ 75.36
*subject to 1 Sept State Wage Case increases													

Queensland Local Government Industry (Stream B) Award - 2017 [76hr per fortnight]
Division 2 - Section 5 Operational Services - Including CWA (Construction Workers Allowance)

Award Level *CWA \$80.90 per fortnight	Hours	Effective from the beginning of the first pay period after expiry February 2025 6.5%				Effective from the beginning of the final pay period of February 2026 4% or CPI whichever is greater				Effective from the beginning of the final pay period of February 2027 4% or CPI whichever is greater			
		Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%
LGEA Level 2	76	\$ 2,535.13	\$ 65,913.44	\$33.36	\$ 41.70	\$ 2,636.54	\$ 68,549.98	\$ 34.69	\$ 43.36	\$ 2,742.00	\$ 71,291.98	\$ 36.08	\$ 45.10
LGEA Level 2 + CWA (60%)	76	\$ 1,601.98	\$ 41,651.47	\$21.08	\$ 26.35	\$ 1,662.82	\$ 43,233.39	\$ 21.88	\$ 27.35	\$ 1,726.10	\$ 44,878.59	\$ 22.71	\$ 28.39
LGEA Level 2 + CWA	76	\$ 2,616.03	\$ 68,016.84	\$34.42	\$ 43.03	\$ 2,717.44	\$ 70,653.38	\$ 35.76	\$ 44.69	\$ 2,822.90	\$ 73,395.38	\$ 37.14	\$ 46.43
LGEA Level 3	76	\$ 2,570.37	\$ 66,829.55	\$33.82	\$ 42.28	\$ 2,673.18	\$ 69,502.74	\$ 35.17	\$ 43.97	\$ 2,780.11	\$ 72,282.85	\$ 36.58	\$ 45.73
LGEA Level 3 + CWA	76	\$ 2,651.27	\$ 68,932.95	\$34.89	\$ 43.61	\$ 2,754.08	\$ 71,606.14	\$ 36.24	\$ 45.30	\$ 2,861.01	\$ 74,386.25	\$ 37.64	\$ 47.06
LGEA Level 4	76	\$ 2,606.00	\$ 67,756.02	\$34.29	\$ 42.86	\$ 2,710.24	\$ 70,466.26	\$ 35.66	\$ 44.58	\$ 2,818.65	\$ 73,284.91	\$ 37.09	\$ 46.36
LGEA Level 4 + CWA	76	\$ 2,686.90	\$ 69,859.42	\$35.35	\$ 44.19	\$ 2,791.14	\$ 72,569.66	\$ 36.73	\$ 45.91	\$ 2,899.55	\$ 75,388.31	\$ 38.15	\$ 47.69
LGEA Level 5	76	\$ 2,641.24	\$ 68,672.13	\$34.75	\$ 43.44	\$ 2,746.89	\$ 71,419.01	\$ 36.14	\$ 45.18	\$ 2,856.76	\$ 74,275.77	\$ 37.59	\$ 46.99
LGEA Level 5 + CWA	76	\$ 2,722.14	\$ 70,775.53	\$35.82	\$ 44.77	\$ 2,827.79	\$ 73,522.41	\$ 37.21	\$ 46.51	\$ 2,937.66	\$ 76,379.17	\$ 38.65	\$ 48.32
LGEA Level 6	76	\$ 2,712.13	\$ 70,515.39	\$35.69	\$ 44.61	\$ 2,820.62	\$ 73,336.01	\$ 37.11	\$ 46.39	\$ 2,933.44	\$ 76,269.45	\$ 38.60	\$ 48.25
LGEA Level 6 + CWA	76	\$ 2,793.03	\$ 72,618.79	\$36.75	\$ 45.94	\$ 2,901.52	\$ 75,439.41	\$ 38.18	\$ 47.72	\$ 3,014.34	\$ 78,372.85	\$ 39.66	\$ 49.58
LGEA Level 7	76	\$ 2,783.13	\$ 72,361.45	\$36.62	\$ 45.78	\$ 2,894.46	\$ 75,255.90	\$ 38.08	\$ 47.61	\$ 3,010.24	\$ 78,266.14	\$ 39.61	\$ 49.51
LGEA Level 7 + CWA	76	\$ 2,864.03	\$ 74,464.85	\$37.68	\$ 47.11	\$ 2,975.36	\$ 77,359.30	\$ 39.15	\$ 48.94	\$ 3,091.14	\$ 80,369.54	\$ 40.67	\$ 50.84
LGEA Level 8	76	\$ 2,857.95	\$ 74,306.64	\$37.60	\$ 47.01	\$ 2,972.27	\$ 77,278.90	\$ 39.11	\$ 48.89	\$ 3,091.16	\$ 80,370.06	\$ 40.67	\$ 50.84
LGEA Level 8 + CWA	76	\$ 2,938.85	\$ 76,410.04	\$38.67	\$ 48.34	\$ 3,053.17	\$ 79,382.30	\$ 40.17	\$ 50.22	\$ 3,172.06	\$ 82,473.46	\$ 41.74	\$ 52.17
LGEA Level 9	76	\$ 2,940.42	\$ 76,450.89	\$38.69	\$ 48.36	\$ 3,058.04	\$ 79,508.93	\$ 40.24	\$ 50.30	\$ 3,180.36	\$ 82,689.29	\$ 41.85	\$ 52.31
LGEA Level 9 + CWA	76	\$ 3,021.32	\$ 78,554.29	\$39.75	\$ 49.69	\$ 3,138.94	\$ 81,612.33	\$ 41.30	\$ 51.63	\$ 3,261.26	\$ 84,792.69	\$ 42.91	\$ 53.64
*subject to 1 Sept State Wage Case increases													

Queensland Local Government Industry (Stream B) Award - 2017 [76hr per fortnight] <i>Division 2 - Section 5 Operational Services and</i> <i>Appendix 5 - Noosa Council Waste Facility Officers Local Area Work Agreement (8 day cycle - 42 ordinary)□</i>													
Award Level *CWA \$80.90 per fortnight	Hours	Effective from the beginning of the first pay period after expiry February 2025 6.5%				Effective from the beginning of the final pay period of February 2026 4% or CPI whichever is greater				Effective from the beginning of the final pay period of February 2027 4% or CPI whichever is greater			
		Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%
LAWA Waste FT	76	\$ 3,351.21	\$ 87,131.52	\$44.09	\$ 55.12	\$ 3,482.02	\$ 90,532.65	\$ 45.82	\$ 57.27	\$ 3,618.07	\$ 94,069.82	\$ 47.61	\$ 59.51
*subject to 1 Sept State Wage Case increases													

Queensland Local Government Industry (Stream B) Award - 2017 [76hr per fortnight] <i>Division 2 - Section 1 (Aged Care Services - Other than Nursing)□</i>													
Award Level	Hours	Effective from the beginning of the first pay period after expiry February 2025 6.5%				Effective from the beginning of the final pay period of February 2026 4% or CPI whichever is greater				Effective from the beginning of the final pay period of February 2027 4% or CPI whichever is greater			
		Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%
Aged Care Services - Level 1	76	\$ 2,500.06	\$ 65,001.53	\$32.90	\$ 41.12	\$ 2,600.06	\$ 67,601.59	\$ 34.21	\$ 42.76	\$ 2,704.06	\$ 70,305.65	\$ 35.58	\$ 44.47

Queensland Local Government Industry (Stream B) Award - 2017 [76hr per fortnight] <i>Division 2 - Section 6 (Theatrical Services)□</i>													
Award Level	Hours	Effective from the beginning of the first pay period after expiry February 2025 6.5%				Effective from the beginning of the final pay period of February 2026 4% or CPI whichever is greater				Effective from the beginning of the final pay period of February 2027 4% or CPI whichever is greater			
		Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%
Assistant Projectionist	76	\$ 2,480.41	\$ 64,490.68	\$32.64	\$ 40.80	\$ 2,579.63	\$ 67,070.31	\$ 33.94	\$ 42.43	\$ 2,682.81	\$ 69,753.12	\$ 35.30	\$ 44.13
Assistant Theatre Technician	76	\$ 2,480.41	\$ 64,490.68	\$32.64	\$ 40.80	\$ 2,579.63	\$ 67,070.31	\$ 33.94	\$ 42.43	\$ 2,682.81	\$ 69,753.12	\$ 35.30	\$ 44.13
Front of House Co-ordinator	76	\$ 2,480.40	\$ 64,490.43	\$32.64	\$ 40.80	\$ 2,579.62	\$ 67,070.05	\$ 33.94	\$ 42.43	\$ 2,682.80	\$ 69,752.85	\$ 35.30	\$ 44.13
Front of House Duty Manager	76	\$ 2,619.47	\$ 68,106.14	\$34.47	\$ 43.08	\$ 2,724.25	\$ 70,830.38	\$ 35.85	\$ 44.81	\$ 2,833.22	\$ 73,663.60	\$ 37.28	\$ 46.60
Front of House Staff	76	\$ 2,341.56	\$ 60,880.61	\$30.81	\$ 38.51	\$ 2,435.22	\$ 63,315.83	\$ 32.04	\$ 40.05	\$ 2,532.63	\$ 65,848.47	\$ 33.32	\$ 41.66
Program Merchandise Seller	76	\$ 2,356.69	\$ 61,274.00	\$31.01	\$ 38.76	\$ 2,450.96	\$ 63,724.96	\$ 32.25	\$ 40.31	\$ 2,549.00	\$ 66,273.95	\$ 33.54	\$ 41.92
Projectionist	76	\$ 2,619.50	\$ 68,106.92	\$34.47	\$ 43.08	\$ 2,724.28	\$ 70,831.20	\$ 35.85	\$ 44.81	\$ 2,833.25	\$ 73,664.45	\$ 37.28	\$ 46.60
Senior Theatre Technician	76	\$ 2,650.81	\$ 68,921.05	\$34.88	\$ 43.60	\$ 2,756.84	\$ 71,677.89	\$ 36.27	\$ 45.34	\$ 2,867.12	\$ 74,545.01	\$ 37.73	\$ 47.16
Senior Ticket Seller	76	\$ 2,430.30	\$ 63,187.72	\$31.98	\$ 39.97	\$ 2,527.51	\$ 65,715.23	\$ 33.26	\$ 41.57	\$ 2,628.61	\$ 68,343.84	\$ 34.59	\$ 43.23
Stage Assistant	76	\$ 2,383.88	\$ 61,980.81	\$31.37	\$ 39.21	\$ 2,479.23	\$ 64,460.05	\$ 32.62	\$ 40.78	\$ 2,578.40	\$ 67,038.45	\$ 33.93	\$ 42.41
Stage Co-ordinator	76	\$ 2,480.41	\$ 64,490.68	\$32.64	\$ 40.80	\$ 2,579.63	\$ 67,070.31	\$ 33.94	\$ 42.43	\$ 2,682.81	\$ 69,753.12	\$ 35.30	\$ 44.13
Stage Manager	76	\$ 2,650.81	\$ 68,921.05	\$34.88	\$ 43.60	\$ 2,756.84	\$ 71,677.89	\$ 36.27	\$ 45.34	\$ 2,867.12	\$ 74,545.01	\$ 37.73	\$ 47.16
Technical Manager	76	\$ 2,724.46	\$ 70,836.04	\$35.85	\$ 44.81	\$ 2,833.44	\$ 73,669.49	\$ 37.28	\$ 46.60	\$ 2,946.78	\$ 76,616.26	\$ 38.77	\$ 48.47
Theatre Technician	76	\$ 2,619.47	\$ 68,106.14	\$34.47	\$ 43.08	\$ 2,724.25	\$ 70,830.38	\$ 35.85	\$ 44.81	\$ 2,833.22	\$ 73,663.60	\$ 37.28	\$ 46.60
Ticket Seller	76	\$ 2,371.88	\$ 61,668.75	\$31.21	\$ 39.01	\$ 2,466.75	\$ 64,135.50	\$ 32.46	\$ 40.57	\$ 2,565.42	\$ 66,700.92	\$ 33.76	\$ 42.19
Utility Person	76	\$ 2,383.88	\$ 61,980.81	\$31.37	\$ 39.21	\$ 2,479.23	\$ 64,460.05	\$ 32.62	\$ 40.78	\$ 2,578.40	\$ 67,038.45	\$ 33.93	\$ 42.41

Queensland Local Government Industry (Stream B) Award - 2017 [76hr per fortnight]

Division 2 - Section 3 (Health, Sports and Fitness Services) and

Appendix 6 - Aquatic Centres Local Area Work Agreement □

Award Level	Hours	Effective from the beginning of the first pay period after expiry February 2025 6.5%				Effective from the beginning of the final pay period of February 2026 4% or CPI whichever is greater				Effective from the beginning of the final pay period of February 2027 4% or CPI whichever is greater			
		Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%
Aquatics Grade 1	76	\$ 2,332.91	\$ 60,655.77	\$ 30.70	\$ 38.37	\$ 2,426.23	\$ 63,082.00	\$ 31.92	\$ 39.91	\$ 2,523.28	\$ 65,605.28	\$ 33.20	\$ 41.50
Aquatics Grade 2	76	\$ 2,387.26	\$ 62,068.67	\$ 31.41	\$ 39.26	\$ 2,482.75	\$ 64,551.42	\$ 32.67	\$ 40.83	\$ 2,582.06	\$ 67,133.47	\$ 33.97	\$ 42.47
Aquatics Grade 3	76	\$ 2,471.54	\$ 64,259.92	\$ 32.52	\$ 40.65	\$ 2,570.40	\$ 66,830.31	\$ 33.82	\$ 42.28	\$ 2,673.21	\$ 69,503.53	\$ 35.17	\$ 43.97
Aquatics Grade 4	76	\$ 2,562.65	\$ 66,628.85	\$ 33.72	\$ 42.15	\$ 2,665.15	\$ 69,294.01	\$ 35.07	\$ 43.83	\$ 2,771.76	\$ 72,065.77	\$ 36.47	\$ 45.59
Aquatics Grade 5	76	\$ 2,637.49	\$ 68,574.76	\$ 34.70	\$ 43.38	\$ 2,742.99	\$ 71,317.75	\$ 36.09	\$ 45.11	\$ 2,852.71	\$ 74,170.46	\$ 37.54	\$ 46.92
Aquatics Grade 6	76	\$ 2,705.83	\$ 70,351.45	\$ 35.60	\$ 44.50	\$ 2,814.06	\$ 73,165.51	\$ 37.03	\$ 46.28	\$ 2,926.62	\$ 76,092.13	\$ 38.51	\$ 48.14
Aquatics Grade 7 (AG6 + 15%)	76	\$ 3,111.70	\$ 80,904.17	\$ 40.94	\$ 51.18	\$ 3,236.17	\$ 84,140.34	\$ 42.58	\$ 53.23	\$ 3,365.61	\$ 87,505.95	\$ 44.28	\$ 55.36
Aquatics Grade 8 (AG6 + 30%)	76	\$ 3,517.57	\$ 91,456.89	\$ 46.28	\$ 57.85	\$ 3,658.28	\$ 95,115.16	\$ 48.14	\$ 60.17	\$ 3,804.61	\$ 98,919.77	\$ 50.06	\$ 62.58
Group Fitness Grade 1 (AG2 + 60%)	76	\$ 3,819.61	\$ 99,309.87	\$ 50.26	\$ 62.82	\$ 3,972.39	\$ 103,282.26	\$ 52.27	\$ 65.34	\$ 4,131.29	\$ 107,413.56	\$ 54.36	\$ 67.95
Group Fitness Grade 2 (AG3 + 60%)	76	\$ 3,954.46	\$ 102,815.87	\$ 52.03	\$ 65.04	\$ 4,112.63	\$ 106,928.50	\$ 54.11	\$ 67.64	\$ 4,277.14	\$ 111,205.64	\$ 56.28	\$ 70.35
Group Fitness Grade 3 (AG4 + 60%)	76	\$ 4,100.24	\$ 106,606.17	\$ 53.95	\$ 67.44	\$ 4,264.25	\$ 110,870.41	\$ 56.11	\$ 70.14	\$ 4,434.82	\$ 115,305.23	\$ 58.35	\$ 72.94
Support Staff Indoor Sport Centre L1	76	\$ 2,332.91	\$ 60,655.76	\$ 30.70	\$ 38.37	\$ 2,426.23	\$ 63,081.99	\$ 31.92	\$ 39.91	\$ 2,523.28	\$ 65,605.27	\$ 33.20	\$ 41.50
Support Staff Indoor Sport Centre L2	76	\$ 2,387.26	\$ 62,068.67	\$ 31.41	\$ 39.26	\$ 2,482.75	\$ 64,551.42	\$ 32.67	\$ 40.83	\$ 2,582.06	\$ 67,133.47	\$ 33.97	\$ 42.47
Support Staff Indoor Sport Centre L3	76	\$ 2,460.46	\$ 63,972.05	\$ 32.37	\$ 40.47	\$ 2,558.88	\$ 66,530.94	\$ 33.67	\$ 42.09	\$ 2,661.24	\$ 69,192.17	\$ 35.02	\$ 43.77
Fitness Instructor - Level 1	76	\$ 2,332.91	\$ 60,655.76	\$ 30.70	\$ 38.37	\$ 2,426.23	\$ 63,081.99	\$ 31.92	\$ 39.91	\$ 2,523.28	\$ 65,605.27	\$ 33.20	\$ 41.50
Fitness Instructor - Level 2	76	\$ 2,387.26	\$ 62,068.66	\$ 31.41	\$ 39.26	\$ 2,482.75	\$ 64,551.40	\$ 32.67	\$ 40.83	\$ 2,582.06	\$ 67,133.46	\$ 33.97	\$ 42.47
Fitness Instructor - Level 3	76	\$ 2,471.54	\$ 64,259.92	\$ 32.52	\$ 40.65	\$ 2,570.40	\$ 66,830.31	\$ 33.82	\$ 42.28	\$ 2,673.21	\$ 69,503.53	\$ 35.17	\$ 43.97
Fitness Instructor - L3 + 60%	76	\$ 3,954.46	\$ 102,815.87	\$ 52.03	\$ 65.04	\$ 4,112.63	\$ 106,928.50	\$ 54.11	\$ 67.64	\$ 4,277.14	\$ 111,205.64	\$ 56.28	\$ 70.35
Fitness Trainer - Level 4	76	\$ 2,562.65	\$ 66,628.85	\$ 33.72	\$ 42.15	\$ 2,665.15	\$ 69,294.00	\$ 35.07	\$ 43.83	\$ 2,771.76	\$ 72,065.76	\$ 36.47	\$ 45.59
Fitness Trainer - L4 + 60%	76	\$ 4,100.24	\$ 106,606.16	\$ 53.95	\$ 67.44	\$ 4,264.25	\$ 110,870.41	\$ 56.11	\$ 70.14	\$ 4,434.82	\$ 115,305.22	\$ 58.35	\$ 72.94

Queensland Local Government Industry (Stream C) Award - 2017 [76hr per fortnight]

Division 2 - Section 1 Building Trades Services

Award Level *CWA \$83.60 per fortnight	Hours	Effective from the beginning of the first pay period after expiry February 2025 6.5%				Effective from the beginning of the final pay period of February 2026 4% or CPI whichever is greater				Effective from the beginning of the final pay period of February 2027 4% or CPI whichever is greater			
		Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%
Building Trades L1	76	\$ 2,640.79	\$ 68,660.52	\$ 34.75	\$ 43.43	\$ 2,746.42	\$ 71,406.95	\$ 36.14	\$ 45.17	\$ 2,856.28	\$ 74,263.22	\$ 37.58	\$ 46.98
Building Trades L1 + CWA	76	\$ 2,724.39	\$ 70,834.12	\$ 35.85	\$ 44.81	\$ 2,830.02	\$ 73,580.55	\$ 37.24	\$ 46.55	\$ 2,939.88	\$ 76,436.82	\$ 38.68	\$ 48.35
Building Trades L2	76	\$ 2,713.57	\$ 70,552.94	\$ 35.70	\$ 44.63	\$ 2,822.12	\$ 73,375.06	\$ 37.13	\$ 46.42	\$ 2,935.00	\$ 76,310.06	\$ 38.62	\$ 48.27
Building Trades L2 + CWA	76	\$ 2,797.17	\$ 72,726.54	\$ 36.80	\$ 46.01	\$ 2,905.72	\$ 75,548.66	\$ 38.23	\$ 47.79	\$ 3,018.60	\$ 78,483.66	\$ 39.72	\$ 49.65
Building Trades L3	76	\$ 2,807.09	\$ 72,984.44	\$ 36.94	\$ 46.17	\$ 2,919.38	\$ 75,903.82	\$ 38.41	\$ 48.02	\$ 3,036.15	\$ 78,939.97	\$ 39.95	\$ 49.94
Building Trades L3 + CWA	76	\$ 2,890.69	\$ 75,158.04	\$ 38.04	\$ 47.54	\$ 3,002.98	\$ 78,077.42	\$ 39.51	\$ 49.39	\$ 3,119.75	\$ 81,113.57	\$ 41.05	\$ 51.31
Building Worker L2	76	\$ 2,606.00	\$ 67,756.02	\$ 34.29	\$ 42.86	\$ 2,710.24	\$ 70,466.26	\$ 35.66	\$ 44.58	\$ 2,818.65	\$ 73,284.91	\$ 37.09	\$ 46.36
Building Worker L2 + CWA	76	\$ 2,689.60	\$ 69,929.62	\$ 35.39	\$ 44.24	\$ 2,793.84	\$ 72,639.86	\$ 36.76	\$ 45.95	\$ 2,902.25	\$ 75,458.51	\$ 38.19	\$ 47.73

*subject to 1 Sept State Wage Case increases

Queensland Local Government Industry (Stream C) Award - 2017 [76hr per fortnight]
Divison 2 - Section 2 Engineering and Electrical/Electronic Services

Award Level *CWA \$80.90 per fortnight	Hours	Effective from the beginning of the first pay period after expiry February 2025 6.5%				Effective from the beginning of the final pay period of February 2026 4% or CPI whichever is greater				Effective from the beginning of the final pay period of February 2027 4% or CPI whichever is greater			
		Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%	Fortnightly	Base Annual	Hourly	Casual Loading 25%
Wage Level C10 + CWA	76	\$ 2,722.14	\$ 70,775.53	\$ 35.82	\$ 44.77	\$ 2,827.79	\$ 73,522.41	\$ 37.21	\$ 46.51	\$ 2,937.66	\$ 76,379.17	\$ 38.65	\$ 48.32
Wage Level C9 + CWA	76	\$ 2,793.03	\$ 72,618.79	\$ 36.75	\$ 45.94	\$ 2,901.52	\$ 75,439.41	\$ 38.18	\$ 47.72	\$ 3,014.34	\$ 78,372.85	\$ 39.66	\$ 49.58
Wage Level C8 + CWA	76	\$ 2,864.03	\$ 74,464.83	\$ 37.68	\$ 47.11	\$ 2,975.36	\$ 77,359.29	\$ 39.15	\$ 48.94	\$ 3,091.14	\$ 80,369.53	\$ 40.67	\$ 50.84
Wage Level C7 + CWA	76	\$ 2,938.85	\$ 76,410.04	\$ 38.67	\$ 48.34	\$ 3,053.17	\$ 79,382.30	\$ 40.17	\$ 50.22	\$ 3,172.06	\$ 82,473.46	\$ 41.74	\$ 52.17
Wage Level C6 + CWA	76	\$ 3,136.01	\$ 81,536.26	\$ 41.26	\$ 51.58	\$ 3,258.21	\$ 84,713.57	\$ 42.87	\$ 53.59	\$ 3,385.31	\$ 88,017.98	\$ 44.54	\$ 55.68
Wage Level C5 + CWA	76	\$ 3,209.30	\$ 83,441.67	\$ 42.23	\$ 52.78	\$ 3,334.43	\$ 86,695.20	\$ 43.87	\$ 54.84	\$ 3,464.57	\$ 90,078.87	\$ 45.59	\$ 56.98
*subject to 1 Sept State Wage Case increases													

APPENDIX 2 – Nine Day Fortnight

Hours of Duty

The following clauses apply to employees covered by the *Queensland Local Government Industry (Stream A) Award – State 2017*.

The ordinary hours of duty of any employee will be as provided as in the Award, subject to the total ordinary hours of duty (working 72.5 hours per fortnight during the nine (9) day working fortnight) (including tea break(s) but excluding lunch break) will be 8 hours with either two days at 8 hours 15 minutes, or one day at 8 hours and 30 minutes.

The following clauses apply to employees covered by the *Queensland Local Government Industry (Stream B) Award – State 2017* and the *Queensland Local Government Industry (Stream C) Award – State 2017*:

The ordinary hours of duty of any employee will be as provided as in the relevant Awards, subject to the total ordinary hours of duty (working 76 hours per fortnight during the nine (9) day working fortnight) to be worked in any one day (including mid-morning tea breaks but excluding lunch breaks) not being in excess of 8 hours and 30 minutes.

Rostered Days Off (RDO)

The employee shall be entitled to a day off without reduction in pay each fortnight of employment, except as is otherwise provided for in this Agreement. This RDO will normally be a Monday or Friday based on a mutually agreed rotating roster. Where it can be demonstrated that Monday or Friday RDOs are having proven significant negative effects on employees, customers and/or team operations, an attempt will be made to reach agreement on alternative arrangements suitable to both.

Employees who supervise or support employees who work 38 ordinary hours per week shall have the same day off without reduction in pay as the employees they supervise or support.

Temporary Suspension

The temporary suspension of the taking of RDOs, will be permitted during periods of intense activity associated with construction work, project work, rates levy and payment period, and the like, by agreement between the CEO (or delegate) and employees. Rostered Days Off that would normally be taken during a period of suspension, may be stored as accrued leave and taken at a time more convenient to Council operations. Accrued leave will be payable only at ordinary time rates.

Accrual of RDO's

There will be a maximum accrual of unused RDOs of up to five (5) days. No employee will accrue more than five (5) days without specific written authorisation of the CEO/Delegate.

This sub-clause will take effect on subsequent accruals of RDOs as and from the date of certification of this Agreement. RDOs stored prior to the signing of the Agreement must be taken within twelve (12) months of the signing of the Agreement.

Overtime

Subject to this Agreement, for the purpose of the overtime provisions of the various Awards which cover Council employees, the agreed hours provided for in "Hours of Duty" (above) will be the ordinary hours of duty. Where an emergency or work demands require the CEO (or delegate) to recall an employee on their rostered day off to work on a particular day, then that employee will be entitled to claim overtime in accordance with the relevant provisions of this Agreement. Where an employee works a full day, the employee may elect to have one (1) day added to their accrued leave entitlement, in lieu of overtime. Accrued leave will be payable only at ordinary time rates.

Sick Leave

Notwithstanding the above, during a pay fortnight in which sick leave is taken, employees will be entitled to take their rostered day off, with no reduction in sick leave credits.

An employee who falls sick on their rostered day off will not receive any further day off in lieu.

Annual Leave

Notwithstanding the above, during pay fortnights in which annual leave is taken, employees will be entitled to take their rostered day off, with no reduction in annual leave credits.

Termination of Employment

If an employee leaves the employment of the Council for any reason, they will be paid their accrued leave credit for that period, at the ordinary rate.

APPENDIX 3 – Flex-Time

The standard working arrangements for full-time employees covered by the *Qld Local Government Industry (Stream A) Award – State 2017* will be Flex Time, excluding employees identified under Clause 45.

Introduction

Flex-time is intended to offer employees maximum flexibility with their working hours. Noosa Council recognises the importance of flexibility within these boundaries, ensuring that current work outputs and customer service levels are upheld. This approach encourages cooperation and is essential for the efficient operations of Noosa Council. Flex-time benefits employees by promoting work-life balance, enhancing well-being, leading to higher job satisfaction, and potentially boosting productivity. The Council acknowledges these advantages as part of its attraction and retention strategy, fostering an improved employee culture, reducing absenteeism, and enabling better alignment with fluctuating business demands.

Employees participating in flex-time arrangements are responsible for adhering to the agreed-upon working hours and patterns, ensuring that their choices do not negatively impact business operations or customer service. Employees should also collaborate with their managers and team members to maintain effective communication and workflow, especially during flex periods. It is important for employees to plan their working time effectively, balancing their personal needs with the operational requirements of their roles. Additionally, employees will promptly notify their managers of any changes to their availability or working patterns to ensure smooth coordination within the team.

Flex-time is designed to enhance efficiency and empower employees to manage their work schedules effectively. It is important to note that the purpose of flex-time is not to reduce the total number of hours worked, diminish work output, or extend work hours beyond a reasonable level. The goal is to provide employees with the flexibility to arrange their working hours in a manner that suits their personal circumstances while maintaining productivity and service standards. Noosa Council recognises the psychosocial safety risks associated with exceeding the maximum limit and ensures that work hours will not exceed this limit to safeguard employees' mental and emotional well-being.

Provisions of Flex-time

- **Span of Hours:** employees must work within the span of hours between 6:00 am and 6:00 pm. This ensures that the flexibility offered by flex-time does not compromise the operational requirements of Council. Employees are expected to schedule their work hours within this timeframe to accommodate personal needs while ensuring that work outputs and service delivery to customers are not compromised.
- **Breaks:** Employees must adhere to the relevant award provisions for meal breaks. This ensures that employees take their entitled meal breaks in accordance with the award, promoting their health and well-being while maintaining compliance with the relevant industrial provisions.
- **Employment Entitlement:** Flex-time provisions are outlined in the employees' terms and conditions of employment for all full-time employees governed by Stream A of the award.
- **Maximum Daily:** Flex-time accrues once an employee has worked their maximum daily ordinary hours of 7.25 hours. Flex can only be accrued Monday – Friday. Maximum accrual is 1 hour per day. Employees are only entitled under clause 28.4 Weekend penalties for their maximum ordinary hours of 7.25 hours, and flex time does not apply.
- **Maximum Accrual:** The Maximum flex balance (debit or credit) that can be carried over to the next week is 21.75 hours or 3 days.
- **Approval of Flex:** Employees must seek prior approval to accrue flex-time. Prior approval must also be sought to take any accrued flex-time. Managers will not unreasonably refuse applications for leave where employees have sufficient balances. Flex-time is to be used in the first instance prior to other leave entitlements to reduce Council liability. Where an employee has insufficient leave balances in emergent situations, or insufficient leave due to new commencement, flex may on occasions with Manager approval be available as a negative balance. Employees with negative balances upon termination with Council will need to ensure balance is 0.00 prior to their last day of work. Employees with negative flex may be subject to recovery of hours as per Council policy.

Miscellaneous Leave (Short Periods): employees can take short periods of absence for personal appointments utilising flex-time without the need for other leave entitlements. These absences can be accommodated during the span of hours. However, when rosters are in place, employees are expected to inform their managers of such short absences within a reasonable time, so that relief arrangements can be made. Absences must be covered by an appropriate approval for leave during these periods.

Patterns of Work

Flex-Time provisions allow for teams to adjust their work patterns beyond the standard flex-time arrangement to meet specific business needs, customer service delivery models, community focused activities, business continuity and specialised operational requirements. This flexibility can be utilised to accommodate various patterns of work. These may include;

- 9-day work patterns (1 flex day taken per fortnight - FDO).
- 19-day month (1 flex day taken per 4 weeks)
- As mutually agreed between the Manager and the employee.

Entitlement to a Flex Day Off

An employee is entitled to take a regular flex day off on a mutually agreed day as part of their agreed flexible work arrangement, such as a 9-day fortnight or 19-day month, provided the arrangement aligns with operational requirements.

The Council may request an employee to work on their scheduled flex day off if the request is reasonable.

An employee may refuse the Council's request to work on their flex day off if:

- the request is unreasonable; or
- the refusal is reasonable.

In determining whether a request to work, or a refusal of such a request, is reasonable, the following factors must be considered:

- the nature of the Council's business, including its operational requirements.
- the nature of the work performed by the employee.
- the employee's personal circumstances, including family responsibilities.
- whether the employee could reasonably expect to be asked to work on their scheduled flex day off.
- the total hours worked by the employee prior to being requested to work, including consideration of fatigue, overtime, and excess hours of work.
- the period of notice given by the Council before requesting the employee to work on their flex day off will be no less than 14 days.
- for a refusal of the request—the period of notice given by the employee in refusing to work on their flex day off.
- The specific day designated as a flex day off must be mutually agreed upon between the Council and the employee, considering both operational requirements and the employee's preferences.

Timesheet Audit and Compliance

All employees (including flex-time employees) are responsible for providing accurate timesheets for Manager approval. Approved timesheets are to be submitted to payroll for review and reconciliation each week, as per standard payroll deadlines. In compliance with the Industrial Relations Act 2016, Council must keep time, and wage records for each industrial instrument employee, which includes the number of hours worked by the employee during each day and week, including the times at which the employee started and stopped work, and details of work breaks (including meal breaks).

Overtime

Overtime is payable to employees in accordance with the relevant award provisions, for all work performed outside the span of hours or more than 1 hour flex accrued time per day. Flex and Overtime/TOIL must have prior approval from your Manager. Overtime can be banked to TOIL. Overtime and TOIL can be captured on your flex-timesheet for approval.

APPENDIX 4 - Study Leave Assistance Categories

Category	Course Criteria	Assistance
Category 1	A course is undertaken as a condition of the employees' employment.	Reimbursement of all statutory and other compulsory charges in relation to the course. Reimbursement shall be made following the passing of examinations. Time off for attendance at lectures and practical training shall be determined by management having regard for the requirements of the course. Paid leave for attendance at examinations held during normal working hours.
Category 2	A course which is directly relevant to the employee's position and the skills or qualifications and has been determined by the employee's Director/Manager as being appropriate in that area of work.	Paid leave of up to five (5) hours per week (including traveling time) for attendance at lectures and such time considered appropriate by management for attendance at compulsory practical training. Paid leave for attendance at examinations held during normal working hours. Reimbursement of a maximum amount of \$250 per annum in relation to other statutory or compulsory fees or charges. Reimbursement shall be made following the passing of examinations. For temporary and casual employees, by mutual agreement, the maximum amount of reimbursement per annum can be increased to \$1,000 and the paid leave for attendance at lectures/residential schools can be decreased to zero (0) hours. Employees undertaking approved courses by external study shall receive up to ten (10) days with pay per annum for the purposes of meeting course assessment requirements, including attendance at residential schools, research, assignment preparation, video conferencing, etc. This leave entitlement will replace current residential school entitlements. The amount of leave to be taken in each semester shall be discussed at the beginning of the semester with the employee's manager/supervisor to seek mutual agreement on a reasonable leave allocation for meeting the assessment requirements and operational needs.
Category 3	A course demonstrated to the satisfaction of the respondent to be directly relevant to Council and approved by the employees' Director/Manager.	Paid leave of up to five (5) hours per week (including travelling time) for attendance at lectures and such times considered appropriate by the respondent for attendance at compulsory practical training. Paid leave for attendance at examinations held during normal working hours. Employees undertaking approved courses by external study shall receive up to ten (10) days with pay per annum for the purposes of meeting course assessment requirements, including attendance at residential schools, research, assignment preparation, video conferencing, etc. This leave entitlement will replace current residential school entitlements. The amount of leave to be taken in each semester shall be discussed at the beginning of the semester with the employee's manager/supervisor

Category	Course Criteria	Assistance
		to seek mutual agreement on a reasonable leave allocation for meeting the assessment requirements and operational needs.

APPENDIX 5 – Noosa Council Waste Facility Officers Local Area Work Agreement

Title of LAWA

This Local Area Work Agreement (LAWA) will be known as the *Noosa Council Waste Facility Officers Local Area Work Agreement*.

Parties Bound

The parties to this LAWA are:

- The Noosa Council and;
- The Australian Worker's Union of Employees, Queensland (AWU) and;
- The Construction, Forestry, Maritime, Mining and Energy Industrial Union of Employees, Queensland (CFMMEU).

Application

This LAWA will apply to employees engaged in the positions detailed below, that work within the Waste Facilities Branch of the Noosa Council and any new employees that commence in these positions within Waste Facilities managed by the Branch after the effective date of operation of this LAWA.

Positions applied to:

- Waste Facility Officer
- Waste Facility Officer (Support)

Relationship to Award and Industrial Instruments

This LAWA shall be read and interpreted wholly in conjunction with the:

- Noosa Council Certified Agreement 2025
- Queensland Local Government Industry (Stream B) Award – State 2017

Where there is any inconsistency between this LAWA, the Noosa Council Certified Agreement 2025 and the Award, this LAWA shall prevail to the extent of that inconsistency.

Background Information to the Work Area

The Waste Facility Officers work at waste management facilities within the Council Shire.

- These facilities are operated seven (7) days a week and/or outside normal hours as prescribed by the *Queensland Local Government Industry (Stream B) Award – State 2017* (as amended).
- The nature of the waste industry is such that access/demand for this service is high.
- The LAWA allows the flexibility to provide this service while also providing the employees with fair workplace benefits.

Purpose and Objectives of the LAWA

The purpose of a LAWA is to establish working arrangements that improve workplace efficiency, effectiveness and services for a specific work area or location and thereby increase Council competitiveness into the future.

This LAWA aims to achieve efficiencies, effectiveness and service provisions by committing to the following objectives:

- Provision of flexibility to meet specific external customer service needs by:
- Extending the span of hours to accommodate customer needs by operating all waste facilities from 7:00am to 5:00pm.
- Streamlining of payroll processing by annualising salaries factoring in consistent and equitable payment of allowances.
- Provision of a seven-day-a-week service at weighbridge facilities with (ten) 10 hours of opening time at each location unless otherwise advised.
- Flexible approach to meal breaks and rest breaks; and

- Rewarding and remunerating employees where requirements fall outside the Award and Certified Agreement.
- The parties will be committed to and cooperate within the terms of this LAWA to ensure its ongoing success.

Rate of Pay & Annualisation of Allowance

- Waste Facility Officers and Waste Facility Officers (Support) will be employed in line with the *Queensland Local Government Industry (Stream B) Award – State 2017 (Division 2, Section 5) at Level 4*.
- The Construction Work Allowance shall be annualised with the ordinary rate of pay. Therefore, the calculation of the ordinary rate of pay shall be by dividing annualised rate by thirty (30).
- No penalties shall be paid for work rostered on a weekend.

Superannuation

Superannuation contributions made by Council and payments made by the employees by way of deduction from wages will be calculated on the annualised ordinary rate as defined as above.

Hours of Duty

- Staff will be required to work no more than 12 hours on any 1 day. Normal hours of duty will be 10.5 hours on any 1 day. Typically, employees will work 42 ordinary hours over an 8-day cycle including breaks. To provide continuous service to clients, staff will be required to be available for duty throughout the duration of the rostered shift.
- A 10-minute morning and afternoon tea break shall occur, and a paid meal break of 30 minutes may be taken in line with Waste Relief Officer availability between the hours of 11:30 and 1:30, at times that do not interfere with service delivery. An additional paid period of 30 minutes per day is provided for cash balancing, reconciliations and opening and closing of the facility. Site specific needs and work demands beyond this Agreement shall be addressed by the Waste Facility Officer and his/her Supervisor or Manager.
- The span of hours will be from 5:00am to 7:00pm, Monday to Sunday.

Rosters

- Rosters will be determined by the Council in consultation with the staff and for the purpose of this Agreement only; the roster period consists of four (4) consecutive working days followed by four (4) rostered days off (RDO).
- Staff may swap shifts subject to the prior approval of the immediate Supervisor or Manager.

Work Arrangements

The ordinary hours of duty of employees under this Agreement may be worked on any days Monday to Sunday inclusive in accordance with a roster agreed between the immediate Supervisor or Manager and the employees.

Location of Work

To provide quality services to meet the needs of clients and the community, staff at weighbridge facilities may be required to work at different locations within the Noosa Council area.

In the first instance where a vacancy is created, expressions of interest to transfer to a new work location will be invited from suitable staff. Where this process is not successful in locating a suitable employee, the Manager, in conjunction with the immediate supervisor, will determine who should relocate to provide backfill until a new appointment can be made.

Rotation and cross training can be rationalised by proximity of employees to the work site to which they will be rotated, in line with Work Locations & Transfers clause from the Certified Agreement.

Leave

Full-time staff will accrue leave at the following rates:

- Annual Leave equivalent to 158 hours per annum.
- Annual Leave to be standardised to rostered hours per day.

- Sick Leave equivalent to 115.5 hours per annum; and
- Sick Leave to be standardised to 10.5 hours per day.
- Part-time staff will accrue leave on a pro rata basis based on the above full-time rates.
- Annual Leave Loading will be paid in accordance with those provisions prescribed in the *Queensland Local Government Industry (Stream B) Award – State 2017*.
- Employees who are not rostered for work on a public holiday will be entitled to payment for that day as per the Award.

Overtime

Overtime, at the rates provided in *Queensland Local Government Industry (Stream B) Award – State 2017* (as amended), shall be paid for any hours worked in excess of:

- 10.5 hours in one day; or
- 42 hours in an 8-day cycle.

All time worked on public holidays will be paid at double time and a half or time off in lieu (TOIL) at the ordinary rate as mutually agreed.

Any overtime in excess of 42 hours will be paid at time and a half for the initial 3 hours and at double time thereafter.

APPENDIX 6 – Aquatic Centre’s Local Area Work Agreement

Title

This Local Area Work Agreement (LAWA) will be known as the *Noosa Shire Council Aquatic Centre’s Local Area Work Agreement*.

Parties Bound

The parties to this LAWA are the:

- Noosa Shire Council (referred to as “Council”);
- Current and any new employees of Council operated aquatic centre(s); and

The following industrial organisations:

- The Australian Workers’ Union of Employees, Queensland.
- Queensland Services, Industrial Union of Employees.
- United Voice, Industrial Union of Employees, Queensland.
- Construction, Forestry, Maritime, Mining & Energy, Industrial Union of Employees, Queensland.

Relationship to Awards and Industrial Instruments

This LAWA shall be read and interpreted in conjunction with the:

- Noosa Shire Council Certified Agreement 2025 (referred to as the “Certified Agreement”); and
- *Queensland Local Government Industry Award (Stream B) Award – State 2017*, Division 2, Section 3 – Health, Sports and Fitness Services (referred to as the “Award”).

Where there is any inconsistency between this LAWA, the Certified Agreement and the Award, this LAWA shall prevail to the extent of that inconsistency.

Purpose of the LAWA

The purpose of this LAWA is to provide operational flexibility and improved classification structures for Council’s aquatic centres staff.

Hours of Work & Flexible Working Arrangement

- The ordinary hours of work shall be 152 hours within each work cycle of twenty-eight (28) days, which can be worked between Monday and Sunday.
- The ordinary hours of work shall be performed within a spread of hours between 4:30am and 10pm.
- The ordinary hours of work to be worked each day shall be:
 - Up to eight (8) (or by prior mutual agreement, ten (10)) hours per day for permanent full-time employees;
 - Up to eight (8) (or by prior mutual agreement, ten (10)) hours per day for permanent part-time employees; and
 - Up to ten (10) hours per day for casual employees.
- The standard working arrangement for a permanent full-time employee will be a rotating roster and for the purpose of this LAWA does not include a 9-day fortnight.
- Notwithstanding (point 1), the ordinary hours for a casual employee shall be as required by Council but shall not be more than 45 hours in any one week.
- The minimum engagement for casual Learn to Swim Instructors/Coaches and Fitness Instructors shall be one (1) hour and for all other casuals shall be two (2) hours.
- Part-time employees may, by prior mutual agreement in writing, work additional hours, up to and including full-time equivalent hours, at ordinary rates of pay in specific circumstances or for specified events or programs.

Meal Breaks

Every employee shall be entitled to one (1) meal break of not less than thirty minutes and not more than one hour for breakfast, lunch or dinner.

No employee shall work for more than six (6) hours without a meal break to meet the operational requirements of the centres. It is, however, anticipated that an employee will normally be rostered to a meal break within the first five hours of rostering on any one (1) shift.

Training

- Where Council directs an employee to attend training then Council will pay for the cost of the training, training time and other direct costs incurred by employee.
- Where Council does not direct an employee to attend training but offers training opportunities for employees to attend, then Council will only pay for the cost of the training, as it is at the employee's discretion as to whether they attend the training.
- It is an employee's responsibility to ensure they maintain their essential qualifications detailed in their position description. In order to support its employees, Council will coordinate the facilitation of such training for employees to attend and will pay fees for the training and/or renewal certificate. Attendance at the coordinated training is voluntary.
- Essential training that Council will coordinate is limited to CPR, First Aid and pool lifeguard renewal and other such training as approved by Council from time to time.

Classification Structure

In order to simplify the Award classifications and ensure meaningful descriptions for aquatic centre operations, all positions will be classified in accordance with Table 3 and Table 4 .

The classification descriptions are an indicative guide only and should not be regarded as an exhaustive list. In line with the Award, reclassification does not automatically occur when particular tasks or new tasks are performed.

The responsibilities and requirements of these positions will be detailed in the applicable position description.

Method of Calculation of Base Wage Rates

Base wage rates have been calculated based on the Award classifications set out in clause in *Queensland Local Government Industry (Stream B) Award – State 2017* (Division 2, Section 3, Clause 12.1).

The hourly rates of pay for staff will increase each year in accordance with the rates in Appendix 1.

Junior employees shall be paid the following percentages of the adult rate in accordance with clause 12.2 of Award (juniors):

Table 2

Age	Per week %
17 years and under	65%
18 years	75%
19 years	85%
20 years	100%

Duty Manager Shifts

The parties recognise the need for an allocated Duty Manager at all times due to the nature of the work environment.

Employees classified from Aquatics Grade 4 to Aquatics Grade 8 (inclusive) will be expected to undertake the role of Duty Manager as required.

Employees classified from Aquatics Grade 1 to Aquatics Grade 3 (inclusive) who are rostered as Duty Manager will be paid at Level 4 for the time where the function of Duty Manager is performed.

The supervisory allowance referred to in clause 13.3 (supervisory allowance for support staff) of the Award does not apply to employees undertaking the function of Duty Manager under this clause.

Classification Descriptions

Table 3 – Aquatic Operations

Level	General Description	Learn to Swim (LTS) / Coaching	Gym (Fitness Studio)	Pool	Support Staff
Aquatics Grade 1	An employee at this level works under general supervision with specific instructions and procedures. May work individually or in a team environment.	LTS – Instructor who holds a current Austswim qualification or equivalent. Coach - holds an Australian Swimming Inc. Green Licence for Coaching or equivalent.	n/a	Pool – Assistant with First Aid & suitable Bronze Medallion qualification.	General counter duties including reception, money handling, membership, sale of products, customer liaison, general tidying/cleaning and enquiries.
Aquatics Grade 2	An employee at this level works under general supervision which requires operation within defined areas of responsibility with adherence to established guidelines and procedures. An employee at this level performs work above and beyond the skills of an employee at Level 1.	LTS – Intermediate Instructor who holds a current Austswim registration or equivalent AND a second recognised instructing qualification OR has delivered 350 hours (FTE) of instructing LTS. Coach - Holds and Australian Swimming Inc. Bronze Coaching Licence or equivalent.	Cert III Fitness	Pool – Assistant who is a qualified RLSS Pool Lifeguard (or equivalent).	Demonstrates a high level of proficiency at Grade 1 and/or has 12 months' experience operating at Grade 1 level.
Aquatics Grade 3	An employee at this level works under limited supervision and guidance and is required to exercise initiative and judgment in the performance of their duties. An employee at this level receives limited instructions and their work is checked intermittently.	LTS - Experienced Instructor who holds a current Austswim or equivalent registration AND a third recognised instructing qualification.	Cert IV Fitness	Pool Attendant who has Plant Operation qualifications and has involvement in pool plant operations as part of their normal duties.	Specialised enquiries and/or projects under the direction of a supervisor.

	An employee at this level is able to fulfil roles described in Level 1 and 2 where relevant and supervise Level 1 and 2 employees where requested.	OR has delivered 700 hours (FTE) of instructing LTS. Coach - holds an Australian Swimming Inc. Bronze Coaching Licence AND has conducted 700 hours of coaching junior squads.			
Aquatics Grade 4	An employee at this level is able to fulfil roles described in Level 1,2 and 3 where relevant and supervise Level 1,2 and 3 employees and act as Duty Manager where requested.			Pool Attendant who has Plant Operation qualifications and has responsibility for pool plant operations as part of their normal duties, and has regular involvement with bookings, rostering and training.	
Aquatics Grade 5	An employee at this level is able to fulfil roles described in Level 1,2,3 and 4 where relevant and supervise Level 1,2,3 and 4 employees where requested. An employee at this level exercises high levels of initiative and judgment in the performance of their duties. An employee at this level would be able to supervise most employees where requested. They are responsible for coordinating a team or group within the centre.				
Aquatics Grade 6	An employee at this level is able to fulfil roles described in Level 1,2,3,4 and 5 where relevant and supervise Level 1,2,3,4 and 5 employees where requested. An employee at this level is engaged in supervising, training & coordinating employees at lower levels. They are responsible for setting operational procedures, demonstrating initiative & exercising substantial judgement within their specialised field and across the Centre's operations. Responsible for, and provide guidance to, multiple teams across the centre and/or across one or more sites.				
Aquatics Grade 7	An employee at this level co-ordinates the day-to-day operations of a small aquatic facility (annual visits <75,000). They provide leadership and motivation to staff & ensure adherence to operational procedures/policies. They assist with development of & adherence to the annual operating budget and procedures whilst identifying & implementing business improvement opportunities.				
Aquatics Grade 8	An employee at this level co-ordinates the day-to-day operations of a large (annual visits >75,000) aquatic facility. They provide leadership and motivation to staff & ensure adherence to operational procedures/policies. They assist with development of & adherence to the annual operating budget and procedures whilst identifying & implementing business improvement opportunities.				

LAWA
Footnote
Classification

LAWA classification information

- 1. Aquatics Grade 7 is a classification beyond the scope of the Award. A 15% increase has been applied to Aquatics Grade 6 in order to create Aquatics Grade 7. This additional 15% is paid in recognition of responsibilities beyond the scope of the Award - supervising staff and coordinating budgets, service delivery and operations of a minor facility (annual visits <75,000).**
- 2. Aquatics Grade 8 is a classification beyond the scope of the Award. A 30% increase has been applied to Aquatics Grade 6 in order to create Aquatics Grade 8. This additional 30% is paid in recognition of responsibilities beyond the scope of the Award - supervising staff and coordinating budgets, service delivery and operations of a major facility (annual visits >200,000).**

Table 4 – Group Fitness

Level	General Description	Group Fitness
Group Fitness Grade 1	An employee who leads any form of water or land-based group or aerobic exercise program to music. Designs and delivers exercise programs for low risk (apparently healthy) individuals in a controlled environment.	Employees at this Grade shall have Certificate III level of the Fitness Industry Training Package and are employed to carry out work associated with the role of Fitness Instructor in the designated specialisation of Gym, Group or Aqua. Employees at this Grade shall work under general supervision which requires operation within defined areas of responsibility with adherence to established guidelines and procedures.
Group Fitness Grade 2	A person trained in fitness activity specific competencies to instruct low risk (apparently healthy) individual and group clients in specified work environments, under predictable circumstances.	Employees at this Grade shall have Certificate III level of the Fitness Industry Training Package and 12 months experience and are employed to carry out work associated with the role of Fitness Instructor in the designated specialisation of Gym, Group or Aqua. Employees at this Grade shall work under general supervision which requires operation within defined areas of responsibility with adherence to established guidelines and procedures.
Group Fitness Grade 3	All Group Fitness Grades include a 60% additional payment as prescribed in clause 12.1(c) of the Award.	Employees at this grade shall be recognised at Certificate IV level of the Fitness Industry Training Package and/or are employed to carry out work associated with the classification of Fitness Trainer in the designated specialisation of Personal Trainer and/or Specific Populations. Employees at this grade shall work under limited supervision and guidance and are required to exercise initiative and judgement in the performance of their duties. Employees in this grade will predominantly work independently with broader level instruction.
LAWA Classification Footnote	Group Fitness Grade 1-3 base rates include 60% additional payment in accordance with clause 12.1(c) of the Award. i.e. Permanent calculation: AG2 + 60% = GFG1, Casual calculation: AG2 + 60% + 23% = GFG1	