

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

**Gympie Regional Council**

**AND**

**The Australian Workers Union of Employees, Queensland**

**Queensland Services, Industrial Union of Employees**

**Construction, Forestry, Mining and Energy, Industrial Union of Employees,  
Queensland**

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

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

**Plumbers & Gasfitters Employees' Union Queensland, Union of Employees**

**The Electrical Trades Union of Employees, Queensland**

*(Matter No. CB/2025/143)*

**GYMPIE REGIONAL COUNCIL CERTIFIED AGREEMENT 2025**

**Certificate of Approval**

On 5 December 2025, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:      GYMPIE      REGIONAL      COUNCIL      CERTIFIED  
AGREEMENT 2025**

**Parties to the  
Agreement:**

- Gympie Regional Council;
- The Australian Workers' Union of Employees, Queensland;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- The Plumbers & Gasfitters Employees' Union of Queensland, Union of Employees;

- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- Queensland Services, Industrial Union of Employees;
- The Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch, Union of Employees;
- The Electrical Trades Union of Employees, Queensland.

**Operative Date:** 5 December 2025

**Nominal Expiry Date:** 1 May 2028

**Previous Agreement:** *Gympie Regional Council Certified Agreement 2022*

**Termination Date of  
Previous Agreement:** 5 December 2025

By the Commission

P.B. O'NEILL  
Industrial Commissioner  
5 December 2025



# Certified Agreement

Gympie Regional Council  
2025





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## Part 1: Application and operation

### 1. Title

- 1.1 This Agreement shall be known as the Gympie Regional Council Certified Agreement 2025 (Agreement).

### 2. Parties to Agreement

- 2.1 The Parties to this Agreement are – Gympie Regional Council (GRC), and the following Unions:
- Queensland Services, Industrial Union of Employees (QSU)
  - The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA)
  - The Australian Workers' Union of Employees, Queensland (AWUEQ)
  - The Construction, Forestry, Maritime, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU)
  - Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland (AMWU)
  - Plumbers and Gasfitters Employees' Union Queensland, Union of Employees (PGEU)
  - Electrical Trades Union of Employees Queensland (ETU)
- 2.2 This Agreement shall not apply to the employment of a senior officer, as defined in Division 2 – Section 1 – Clause 4.2 of the Queensland Local Government Industry (Stream A) Award – State 2017, employed pursuant to a written contract of employment, where:
- (a) The contract of employment states that the Agreement will not apply to the terms and conditions applicable to the employee; and
  - (b) The terms and conditions of the contract do not result, on balance, in a reduction of the overall terms and conditions of employment that would have been applicable to the employee under the Award and Agreement.

### 3. Definitions and abbreviations

- (a) **Administrative Section** means employees that fall under Division 2, Section 1 of the Queensland Local Government Industry (Stream A) Award – State 2017.
- (b) **Agreement** means this agreement *Gympie Regional Council Certified Agreement 2025*.
- (c) **Annual closure** means the end-of-year holiday season (traditionally referred to as the period from Christmas Day and up to and including New Year's Day).
- (d) **Artificial intelligence** means a machine-based system that, from the input it receives, can influence physical or virtual environments.
- (e) **Awards** shall mean the following parent Awards:
  - Queensland Local Government Industry (Stream A) Award – State 2017
  - Queensland Local Government Industry (Stream B) Award – State 2017
  - Queensland Local Government Industry (Stream C) Award – State 2017
- (f) **Bereavement leave** is available in the following situations:
  - a member of the employee's immediate family or household dies; or
  - the employee, or the employee's spouse, is pregnant and the pregnancy ends other than by the birth of a living child; and



- if the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death (an amount of unpaid bereavement leave equal to the time reasonably required for the travel).
- (g) **Compassionate leave** is available in the following situations:
- when a member of the employee's immediate family or household contracts or develops a personal illness that poses a serious threat to the person's life; or
  - when a member of the employee's immediate family or household sustains a personal injury that poses a serious threat to the person's life.
- (h) **Declaration of a disaster situation** for the District or State as relevant shall have the same meaning as that referred to in Part 4, Division 1 of the Disaster Management Act 2003, as relevant and as varied or replaced from time to time.
- (i) **Delegated Officer** means the Chief Executive Officer or the officer who has been formally delegated the relevant responsibility consistent with the delegation schedules.
- (j) **Engineering Section** means employees that fall under Division 2, Section 2 of the Queensland Local Government Industry (Stream C) Award – State 2017.
- (k) **Field based employees** means employees that are employed under the following:
- Division 2, Section 5 of the Queensland Local Government Industry (Stream B) Award – State 2017.
  - Division 2, Section 1 of the Queensland Local Government Industry (Stream C) Award – State 2017.
  - Division 2, Section 2 of the Queensland Local Government Industry (Stream C) Award – State 2017.
  - Clause 13.5, Division 2, Section 1 of the Queensland Local Government Industry (Stream A) Award – State 2017.
- (l) **Hospitality employees** means employees who are employed under the following:
- Division 2, Section 4 of the Queensland Local Government Industry (Stream B) Award – State 2017.
- (m) **Immediate Family** means a spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the employee; and 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, uncle, aunty, grandchild, step grandchild, a dependant member of the employee's household or sibling of the employee or spouse of the employee. Other circumstances other than Immediate Family by mutual agreement between the employee and Gympie Regional Council.
- (n) **Manager/Supervisor** in this document refers to the direct report of the employee, regardless of supervisory title.
- (o) **Office based employees** means employees that are employed under the following:
- Division 2, Section 1 of the Queensland Local Government Industry (Stream A) Award – State 2017 (excluding employees engaged under clause 13.5).
- (p) **Operational Services Section** means employees that fall under Division 2, Section 5 of the Queensland Local Government Industry (Stream B) Award – State 2017.
- (q) **QIRC** means the Queensland Industrial Relations Commission.
- (r) **Queensland Employment Standards (QES)** form minimum standards of employment for employees relating to minimum wage, personal leave, parental leave, long service leave, public holidays, jury service,

notice of termination and redundancy pay – modern Awards and certified agreements cannot displace but can supplement or add to in a manner that is no less favourable to an employee.

- (s) **Theatrical employees** means employees who are employed under the following:
- Division 2, Section 6 of the Queensland Local Government Industry (Stream B) Award – State 2017.

#### **4. Relationship to parent Awards**

- 4.1 This Agreement will be read and interpreted wholly in conjunction with the terms of the Awards, as varied or replaced from time to time.
- 4.2 Where there is any inconsistency between the expressed terms of this Agreement and the terms of the Awards, this Agreement shall take precedence to the extent of the inconsistency. Where this Agreement is silent the provisions of the Awards shall apply.

#### **5. Date and period of operation**

- 5.1 This Agreement shall come into effect once certified by the QIRC and until the 1 May 2028.
- 5.2 The Parties to this Agreement undertake to commence discussions in relation to negotiations for a new Agreement at least six (6) months prior to the expiry date of this Agreement, with the aim to reach an in principle understanding on the content of any future agreement.

#### **6. Objectives of the Agreement**

- 6.1 This Agreement facilitates a workplace that provides certainty to GRC and employees while at the same time providing GRC's management and employees with the flexibility to anticipate and react to pressures from the community, business and government sectors.

Accordingly, this Agreement assists GRC and its employees to maximise efficiency and effectiveness by:

- Providing greater flexibility in workplace practices and facilitating improved efficiency, productivity and quality of services;
- Providing employees with rewards and recognition commensurate with these improvements through improved wages, conditions and employment security linked to the acquisition of new skills, technologies and knowledge;
- Achieving continued productivity and efficiency improvements and establishing performance indicators to ensure the provision of a quality service to the community and GRC's customers;
- Promoting a harmonious and productive work environment through ongoing cooperation and consultation;
- Strengthening a healthy and safe workplace culture;
- Focusing on competitiveness to ensure GRC maintains a viable, effective and secure workforce; and
- Promoting job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programs in order for employees to achieve these objectives.





## **7. Posting of Agreement**

- 7.1 A copy of this Agreement and the relevant Awards will be published electronically on People and Culture's SharePoint site and hard copy (by request).

## **8. No extra claims**

- 8.1 Subject to the terms of this clause, the parties will not pursue any extra claims for changes in relation to matters dealt with by this Agreement and/or Awards read in conjunction with the Agreement during the life of the Agreement.

## **PART 2: Hours of work and flexible working arrangements**

Flexible working arrangements provide options that can contribute to facilitating cooperative work arrangements that achieve positive and productive work outcomes. It is acknowledged that flexible work arrangements must be considered on a case-by-case basis as what works for one may not work for another.

Flexible work arrangement options include, but are not limited to, a nine (9) day fortnight, part-time, job sharing, working from home, flexible working hours.

## **9. Arrangement of hours**

### **9.1 Hours of Duty**

#### **9.1.1 Office Based Employees (nine (9) day fortnight)**

Generally, standard hours to be worked by employees working 72.5 hours per fortnight during the nine (9) day working fortnight are as follows or other times as may be mutually agreed between GRC and employees:

8.00 am commence work  
10 minute morning tea break to be taken as agreed  
57 minute lunch break taken between 12.00 noon and 2.00pm  
10 minute afternoon tea break to be taken as agreed  
5.00 pm finish work

The ordinary hours of duty for employees on this arrangement shall average 36.25 hours per week and shall be in accordance with the ordinary span of hours as found in the Administrative Section of the Award unless varied in accordance with an instrument entered into under the terms of this Agreement.

#### **9.1.2 Field Based Employees (nine (9) day fortnight)**

Generally, standard hours to be worked by employees working 76 hours per fortnight during the nine(9) day working fortnight are as follows or other times as may be mutually agreed between GRC and employees:

6.30 am commence work  
20 minute morning tea break to be taken as agreed  
30 minute lunch break to be taken between 12 noon and 1.00pm, however may be extended to one (1) hour by mutual agreement.  
3.30 pm finish work, adjusted depending on meal break time.

The additional 30 minutes worked each fortnight will be added to accrued time and used towards the Annual Closure or other mutually agreed time.

The ordinary hours of duty for employees on this arrangement shall average 38 hours per week and shall be in accordance with the ordinary span of hours as found in the Operational section of the Award unless varied in accordance with an instrument entered into under the terms of this Agreement.



### 9.1.3 Flexibility

To ensure flexibility in relation to the start and finish times, each branch/work unit is able to set the employee's hours of work, subject to the following:

- (a) to meet the operational requirements of the unit
- (b) to ensure family responsibilities of the affected employees are considered
- (c) All decisions to move the start and finish times will occur by mutual agreement between management and greater than fifty percent (50%) of the affected employee/s concerned and shall be in writing, detailing the new starting time, its date of commencement and the period concerned.

## 9.2 Part time employment

- 9.2.1 GRC acknowledges that employees may prefer to work part-time to balance GRC operational requirements and personal circumstances inclusive of family and/or caring responsibilities.
- 9.2.2 A part-time employee is an employee engaged on a mutually agreed pattern of ordinary hours per fortnight that are less than a full-time employee.
- 9.2.3 All part-time employees engaged under this Agreement shall be engaged for a minimum engagement period of three (3) continuous hours per day/shift as is relevant to the employee's ordinary work pattern.
- 9.2.4 Where a request is made for an employee to work additional hours, to cover unplanned absences or peak periods/planned absences, with less than one (1) weeks' notice, the additional hours beyond the agreed systematic pattern of work will be paid at overtime rates as per the Award.
- 9.2.5 A part-time employee will be paid overtime for hours worked as directed or authorised by the Manager/Supervisor:
  - (a) Outside the normal span of hours (6am to 6pm); or
  - (b) All time worked in excess of the hours mutually agreed in the systematic pattern of work.
- 9.2.6 Overtime will not be performed without prior approval and agreement. At the employees request TOIL (time off in lieu of overtime) may be used by part-time employees in accordance with clause 12 of this Agreement.
- 9.2.7 The mutually agreed systematic pattern of work will be documented in accordance with clause 11.2 of this Agreement.
- 9.2.8 The mutually agreed systematic pattern of work can be changed by mutual agreement as documented in accordance with clause 11.2 of this Agreement.

## 9.3 Travel

When an employee is required to travel outside an employee's ordinary hours then that employee is to be paid for this time at the appropriate overtime rate(s) unless previously agreed to store the time as TOIL.

## 10. Days Off

### 10.1 Rostered day off

Each employee working the nine-day fortnight hours provided in clauses 9.1.1 and 9.1.2 shall have one unpaid rostered day off (RDO), for each fortnight of employment.

- (a) Unless otherwise mutually agreed between management and the employee concerned, RDO's shall be taken on a Monday or a Friday.
- (b) Where an RDO falls on a prescribed public holiday an alternative RDO shall be made available, generally within the given fortnight, unless mutually agreed.

- (c) GRC may request a change to the nominated rostered day off provided that they generally give seven (7) days' notice with a minimum of three (3) working days' notice, or by mutual agreement.
- (d) An employee may request for an RDO to fall on another day, (other than the rostered day) within the given fortnight. The request will not be unreasonably refused.
- (e) On contract jobs or jobs where progress is critical, RDO's worked should be banked, to be taken after the completion of the project, by mutual agreement and dependent on operational requirements.
- (f) Where GRC requests an employee to work their RDO then payment will be made at overtime rates unless the employee requests otherwise and the variation is mutually agreed.

To be clear, any employee who falls sick on a RDO shall not receive any further day in lieu thereof.

Employees agree to cooperate with Management to ensure that adequate employees are available at all times to meet operational requirements.

By mutual agreement a scheduled RDO will be a:

- (a) Normal unpaid RDO.
- (b) RDO worked and paid at appropriate Award overtime rates.
- (c) RDO worked and banked.

## 10.2 Banking a rostered day off

With prior manager approval, employees are able to bank up to a maximum of the equivalent of nine (9) days in RDO's. Subject to business needs, approval will not be unreasonably denied.

- (a) Management agrees to keep a record of this information (provided to employees on their payslip) to allow employees to take certain amounts of time off, once RDO's are banked, in order to achieve a work/life balance.
- (b) Any time taken off, from hours accumulated from banked RDO's, will be by mutual agreement between management and the employee concerned.
- (c) A reasonable amount of notice will be put forward by either party to ensure that the operational requirements of GRC can be met; however, requests for time off will not be unreasonably withheld by management.
- (d) Employees may bank more than the maximum nine (9) days of accumulated RDO's subject to approval from the Manager/Supervisor and Director and conditional upon the healthy working habits principles contained in this Agreement.
- (e) Banked RDO hours that are less than nine (9) days may be paid as requested in writing by the employee and as approved by GRC and will be paid in the next pay period following receipt of the approval to Payroll at the appropriate overtime rate as worked.

## 10.3 Operations affected by climatic conditions

10.3.1 Where GRC determines that due to climatic conditions it is not reasonable or it is unsafe for normal work to be performed during ordinary hours, employees will perform, wherever possible, alternate duties as directed by GRC. Alternate duties may include, for example, skills development, training, maintenance of plant/equipment, or general house-keeping.

10.3.2 If alternate duties are not available, then the following options are available:

- (a) Employees may choose to remain at work and receive payment (at ordinary rate) for the ordinary hours (i.e. ordinary work pattern). In this case, employees will be held in readiness for work, for the duration of ordinary hours.



- (b) Employees may choose to apply to leave work by accessing accrued annual leave, long service leave, RDO(s), TOIL and/or unpaid leave for the remaining ordinary hours for that day.

## **11. Flexible working arrangements**

### **11.1 Flexibility**

- 11.1.1 Employees agree to continue, wherever possible, with the flexible and co-operative work arrangements which have assisted GRC in undertaking projects, completing deadlines and coping with extra-ordinary situations.
- 11.1.2 Flexible working arrangements are provided for in Part 3, Division 4 of the QES.

### **11.2 Flexible working hours**

- 11.2.1 Subject to clause 11.3, individual employees may apply for flexible working hours consideration. This may include, but not be limited to, job sharing, part-time, full-time, study leave arrangements, working from home and flexible work hours.
- 11.2.2 Subject to GRC being in a position to meet operational requirements, an application should not be unreasonably withheld.
- 11.2.3 If an employee is dissatisfied with the application decision they have the right to invoke clause 50 of this Agreement.
- 11.2.4 A flexible working hours arrangement may be:
  - (a) Varied by mutual agreement at any time; and
  - (b) Terminated by the Manager/Supervisor or the employee:
    - (i) By written agreement at any time; or
    - (ii) By giving 28 days' written notice to the other party of the arrangement.

### **11.3 Working from home**

Employees may request to work from home. Approval will be subject to the demands of the position, the actual work content, and mutual agreement between the employee and GRC. Consideration is based on the unique circumstances of the employee, their duties and work content and impact on their colleagues and customers.

Work from home is not a right of employment and will be considered subject to its impact on customer service levels, costs, and work health and safety risks. Requests for working from home will be considered in accordance with Chapter 2 Part 3 Division 4 of the Act – Flexible working arrangements which requires GRC approval and a response within 21 days.

Employees who are approved to work from home will be covered by and they will comply with all statutory provisions, such as Work Health and Safety and Workers Compensation, as if they were working from or in GRC premises.

### **11.4 Transition to Retirement**

Transition to Retirement may be available to those employees considering full time retirement from the work force and who may consider a transition period to retirement.

This is in recognition of the need to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of the employee and GRC.

Any such arrangements between GRC and the employee will be documented in writing confirming the agreed pattern of work required, which may include (as applicable,) weeks to be worked over the period, minimum ordinary hours per week, the days on which the work is to be performed and daily starting and finishing times.



These arrangements may be varied by mutual agreement between the employee and GRC and any agreed amendments documented.

## 11.5 Mid-Career Break

- 11.5.1 In recognition of an employee's extended service, GRC is committed to assisting its long serving loyal employees. An employee with ten (10) years or greater GRC service may apply for a mid-career break of up to 52 weeks, for the purposes of family, study, travel, career growth, etc.
- 11.5.2 The Parties to this Agreement agree that the intent of this leave is that it be taken in one (1) continuous period of up to 52 weeks (i.e. that the approved leave is unbroken).
- 11.5.3 GRC acknowledges that under normal circumstances it is an expectation that an employee on an approved mid-career break is entitled to remain on that break unless the employee, at their request, seeks to apply clause 11.5.8.
- 11.5.4 Each claim for a mid-career break shall be considered on its merits, and subject to GRC being in a position to meet operational requirements, an application should not be unreasonably withheld.
- 11.5.5 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 employee's substantive position and all existing remuneration and employment benefits upon return. Any employee on an approved mid-career break shall not accrue any leave entitlements whilst absent on unpaid leave, however any mid-career break will not constitute a break in the employee's continuous service.
- 11.5.6 A mid-career break if approved may be either designated as leave without pay or may also incorporate payment of accrued annual or long service leave entitlements.
- 11.5.7 If an application is not approved GRC will outline the business reasons for this decision in writing and the employee may discuss these with their Manager/Supervisor. If an employee is dissatisfied they have the right of appeal through the Grievance Resolution Procedure outlined in Clause 50 of this Agreement.
- 11.5.8 The Parties to this Agreement acknowledge that sometimes unanticipated circumstances arise. In circumstances where a mid-career break has been approved, an employee can request (once only) for GRC consideration that their leave be cancelled on grounds of hardship, health and/or other personal reasons. This provision is conditional upon the employee:
- (a) Outlining the contextual information to GRC in writing; and
  - (b) Providing GRC with normally no less than four (4) weeks' notice in writing of the intended date of return from leave. In extenuating circumstances, a shorter notice period may be accepted by GRC on a case-by-case basis after giving due consideration to the circumstances giving rise to the employee's request.
- 11.5.9 The Parties to this Agreement acknowledge that where an employee's request to cancel a mid-career break is granted by GRC, the employee would normally:
- (a) Resume duty in their substantive position; or
  - (b) Be placed in a position not less than the remuneration of their substantive position for the duration;
  - (c) Matters to be considered in the determination of position placement include any backfilling arrangement(s) that may need to run to conclusion or other associated matters.
- 11.5.10 In exceptional business circumstances, GRC may seek to temporarily recall an employee on approved leave where the specific skills, experience and/or qualifications of the employee are required. The Parties to this Agreement agree that GRC may make the request but cannot require an employee to accept the request if that is their preference. GRC has an expectation that a business unit considering applying this clause, first contacts the Manager, People and Culture (or Delegated Officer) prior to contacting the employee on approved leave. Unless otherwise negotiated, the recalled employee shall have the right to return to the

remaining portion of the approved mid-career break by ideally providing four (4) weeks' notice of their intention to the Delegated Officer.

## **12. Overtime and Time off in lieu of overtime (TOIL)**

- 12.1 Overtime can only be worked with approval by management in the interest of health and wellbeing.
- 12.2 Overtime is to be paid at the applicable overtime rates, however, where management and the employee agree:
  - (a) overtime worked can accrue as TOIL instead of payment at the rate of time for time and be taken at a later date as TOIL. E.g. three (3) hours overtime accrues as three (3) hours TOIL; and
  - (b) the overtime rate does not apply.
- 12.3 TOIL arrangements will be documented on time sheets or the appropriate payroll form for employees that are not required to complete timesheets.
- 12.4 An employee may elect to maintain TOIL accruals up to a maximum of nine (9) days.
- 12.5 The taking of TOIL should be agreed in advance between the employee and their Manager. A reasonable amount of notice will be put forward by either party to ensure that the operational requirements of GRC can be met; however, requests for time off will not be unreasonably withheld by management.
- 12.6 In all other circumstances, TOIL will be taken as soon as possible at a mutually agreed time, consistent with operational requirements and may be taken in whole days or part thereof.
- 12.7 Accrued TOIL that is less than five (5) days may be paid as requested in writing by the employee and as approved by GRC and will be paid at the appropriate overtime rate as worked in the next pay period following receipt of the approval to Payroll.
- 12.8 This clause shall apply to all employees that fall within the wages schedules defined within this Agreement across all Awards.
- 12.9 Management may suggest this arrangement but cannot require employees to take TOIL instead of payment for overtime or other penalties. Employees will continue to receive payment for all penalties if that is their preference.
- 12.10 An employee may refuse to work overtime in circumstances where working overtime would result in working additional hours which are unreasonable, having regard to:
  - (a) Any risk to the employee's health and safety;
  - (b) The employee's personal circumstances including any caring and/or family responsibilities;
  - (c) The needs of GRC;
  - (d) The notice (if any) given by GRC of the overtime; and
  - (e) Any other relevant matter.

## **13. Annual Closure**

- 13.1 GRC will close the majority of business operations during the end-of-year holiday season (traditionally referred to as the period from Christmas Day and up to and including New Year's Day).
- 13.2 Full-time and part-time employees are entitled to one (1) paid day without debit to any leave accrual ("the concessional leave day") on the first day between 25 December and 1 January that is not otherwise a public holiday.
- 13.3 Part-time employees only qualify for the concessional leave day when their mutually agreed pattern of ordinary hours fall on that particular day (i.e. the first day between 25 December and 1 January that is not otherwise a public holiday). Where a part-time employee does qualify for the concessional leave day payment will be at the ordinary hours that they would have ordinarily worked on that day if it were a working day. Part-



time employees regular ordinary hours should not be altered purely to attract the benefit of the concessional leave day.

- 13.4 Where GRC requires a full-time or part-time employee to work on the concessional leave day, the employee shall take an alternative mutually agreed day as soon as possible within the given fortnight, unless otherwise mutually agreed between the employee and GRC. The employee and their Manager/Supervisor are required to record this information on the respective employees' timesheet (where the completion of a timesheet is applicable). The concessional leave day cannot be banked.
- 13.5 Employees who are not required to work over the closure period will take any additional day(s) between 25 December and 1 January that are not otherwise the concessional leave day or a public holiday(s) from their accrued leave or accumulated time / RDOs. If insufficient leave is available, leave without pay can be requested.
- 13.6 If requested, GRC will make reasonable effort to find suitable, meaningful work during the first closure period for a new employee. While GRC will make reasonable effort to find suitable, meaningful work, if work is unavailable the employee may choose an available provision in accordance with clause 13.5.

## **PART 3: Wages and classifications**

### **14. Remuneration**

- 14.1 The following wage increases will be paid throughout the life of the Agreement:
  - (a) From the commencement of the first full pay period on or after 1 May 2025, employees will receive a wage increase of 3.5% or \$55.00 per week (whichever is the greater),
  - (b) From the commencement of the first full pay period on or after 1 May 2026, employees will receive a wage increase of 4.25% or \$65.00 per week (whichever is the greater),
  - (c) From the commencement of the first full pay period on or after 1 May 2027, employees will receive a wage increase of 4.25% or \$65.00 per week (whichever is the greater).
- 14.2 A wages schedule is attached at Appendix 1.
- 14.3 It is agreed that for the life of this Agreement and with effect from the first full pay period on or after 1 May 2025, the same 'inclusive' wages schedule applicable to GRC Engineering Services Section (Stream C) employees shall also apply to GRC Building Trades Services Section (Stream C) employees as documented at Appendix 1.

### **15. Classification / Reclassification**

- 15.1 The Parties to this Agreement agree that all positions will be classified in accordance with the Awards.
- 15.2 The Parties to this Agreement agree that the following shall apply equally to all employees:
  - (a) A Position Description shall be designed for every position and verified by the individual occupant of the position and the Director or delegated Manager.
  - (b) Copies of the current Position Description shall be in the possession of the incumbent employee and People and Culture.
  - (c) The Position Description shall be reviewed annually in the employee appraisal process and, in the event of any significant changes becoming necessary to the Position Description the classification of the position shall be reviewed in accordance with 15.1.
  - (d) While the Parties to this Agreement acknowledge that applications for reclassification of positions will generally be considered on an annual basis in line with the employee appraisal process, the Parties to this Agreement agree that 15.2 (e) applies at the time that it is relevant to the position.

- (e) Where the employee, or GRC, assesses that the position has undergone a significant change (such as substantial change or restructuring of the position) an application can be made to request reclassification of the position.
- (f) A reclassification may be granted where the duties, responsibilities and/or skills required to perform the role have increased, require greater complexity or have significantly changed.
- (g) A response to a request for reclassification shall be provided to the employee within eight (8) weeks unless otherwise agreed.
- (h) If an employee disputes any determination made by GRC in respect of a reclassification request, that dispute shall be dealt with in accordance with clause 50 of this Agreement.
- (i) Additional information and processes are outlined in GRC's position classification procedure.

## **16. Superannuation**

- 16.1 Gympie Regional Council's nominated default superannuation fund is Brighter Super. In the event that an employee does not choose an alternative complying fund to receive employer superannuation contributions, or GRC is not otherwise required by law to make contributions to an alternative fund, GRC will make contributions to Brighter Super.
- 16.2 Where an employee chooses to have their superannuation contributions paid to an alternative fund, the following provisions apply:
- (a) The fund must be a complying superannuation fund and registered with the Australian Prudential Regulation Authority (APRA); and
  - (b) The fund must accept contributions via electronic funds transfer; and
  - (c) Not impose a minimum contribution restriction.
- 16.3 In accordance with Chapter 9, Part 2 of the *Local Government Regulation 2012*, the Parties to Agreement acknowledge that GRC already contributes an additional 1% over and above the prescribed Superannuation Guarantee (SG) rate for eligible employees.
- 16.4 Additionally, GRC will pay further superannuation increases for the life of this Agreement as follows:
- (a) From 1 July 2025 will receive an increase of an additional 1% (progressing to 14%);
  - (b) From the first full pay period on or after 1 July 2026, an additional 1% (progressing to 15%);
  - (c) From the first full pay period on or after 1 July 2027, an additional 1% (progressing to 16%).
- 16.5 If an employee has chosen an alternative superannuation fund (i.e. not Brighter Super) which does not accept the higher rate of superannuation outlined in 16.4, GRC will pay the highest allowable contribution applicable to the trust deed of that fund.

## **17. Automatic progression**

- 17.1 Any office based employee will be appointed at Level 2 except in the case of juniors, trainees or university students participating in GRC internship programs.
- 17.2 The entry level classification for employees under the Operational Services section of the Award will be Level 3, subject to the following:
- (a) Clause 17.2 will not apply to employees engaged under the Supported Wage System as defined in Division 1, Schedule 2 of the Queensland Local Government Industry (Stream B) Award – State 2017, as varied or replaced from time to time.



## **18. Mixed functions**

- 18.1 Employees engaged under the Operational Services section and who perform a duty under this Section of the Award on a regular basis that is of a higher classification rate, shall be reclassified to the higher classification, where:
- (a) the regular basis is defined as working greater than fifty percent (50%) of their working time in the previous 12 months at the higher rate, and;
  - (b) the higher rate is not due to a formal GRC secondment, temporary project work or for higher duties due to filling in for extended leave periods
- 18.2 This does not prevent Operational services section employees from requesting a reclassification in accordance with clause 15 or GRC from reclassifying an employee at any time.

## **19. Higher duties**

- 19.1 On occasion an employee may be requested by GRC to temporarily perform higher duties (either full or in part).
- 19.2 The Parties to this Agreement agree that GRC may make the request but cannot require an employee to accept the request to perform higher duties if that is their preference.
- 19.3 Subject to written approval by the Delegated Officer, all employees engaged under this Agreement and;
- (a) Primarily engaged on duties of a higher level for a total of more than four (4) hours on any day shall be paid the rate applicable to such higher level for the entire day, or;
  - (b) Primarily engaged on duties of a higher level for periods of four (4) hours or less on any day shall be paid the rate applicable to such higher level for four (4) hours.

## **PART 4: Allowances**

### **20. Allowances – Engineering Award**

- 20.1 The rates of pay contained within this agreement for employees employed under the Engineering Section of the Award are inclusive of the Tool and Construction allowance in lieu of all disability related allowances, with the following exceptions:
- Early Start Allowance (penalty)
  - Leading Hand Allowance
  - Meal Penalty
  - On-Call Allowance
  - Shift Allowance
  - First Aid Allowance
  - Travel Allowance
  - Work in the Rain Penalty
  - Live Sewer Work Allowance
- 20.2 Allowances paid to employees covered by this Agreement shall increase in accordance with clause 27.1 of this Agreement.

### **21. On-Call**

- 21.1 GRC may require an employee to be available to perform emergency work either remotely or through attendance at a GRC work-site outside of their normal working hours.
- (a) Employees required to remain On-Call must be able to be contacted, in a fit state to perform the work and be able to respond within a reasonable period of time;
  - (b) An employee shall not be considered to be On-Call due solely to a customary arrangement whereby the employee returns to GRC's premises outside ordinary hours to perform a specific job;

- (c) An employee must be directed to be On-Call, having provision of the electronic means for contact or to perform the work remotely does not justify entitlement to this allowance;
- (d) Any employee subject to this clause who cannot be reasonably contacted or refuses to perform the emergency work for legitimate or other reasons will forfeit any allowances provided for in this clause;
- (e) On-Call employees will be provided appropriate resources to undertake their duties. Assignment of employees to On-Call duties will be undertaken having due regard to principles of reasonable direction, employee well-being, and equitable distribution of On-Call duties.
- (f) Any On-Call arrangements will be on a roster system so as to provide the employee with details of On-Call arrangements.
- (g) GRC will make reasonable efforts to achieve on-call arrangements that are filled on a voluntary basis.

## **22. On-Call Allowance**

- 22.1 Where GRC 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 \$70 per day Monday to Saturday and \$90 per day on each public holiday the employee is on-call shall be paid.
- 22.2 When an employee is required to be On-Call on any gazetted public holiday, an employee shall have one (1) day added to the employee's annual leave balance for each public holiday on which the employee is required to remain On-Call.
- 22.3 Where an employee is required to remain on-call on any Sunday, the employee shall be paid a sum equal to eight (8) hours ordinary pay (on-call allowance Sunday).
- 22.4 If any employee whilst on call on a Sunday is required to perform any call out work, the employee shall be paid for the time worked at the overtime rate prescribed in the applicable award.
- 22.5 To avoid any doubt, any actual hours worked by an on-call employee (whether a call out or planned work) on a Sunday will not be deducted from the relevant on-call allowance paid for the Sunday.

## **23. Remote on call**

- 23.1 Employees receiving the on-call allowance may be required to respond to emergency after-hours calls for assistance via telephone or electronic device (and not required to personally attend on site to a call-out).
- 23.2 Subject to the following conditions emergency work performed from home shall be paid at double time from the time the work commences until the time the work is completed:
  - (a) Work commences when work is initiated, for example, if a call is taken and logged, then the commencement time is when you start making the call or logging on to the computer.
  - (b) This provision does not apply to Executive Officers.
- 23.3 The total of the payment received in these circumstances shall not be less than one hour at double time rates.
  - (a) All attendance(s) and work carried out or commencing within the minimum call out period is covered by that call out payment.
  - (b) Any further call outs commencing outside of the minimum call out period will attract an additional minimum payment.

## **24. Call out**

- 24.1 Any other call-out while on stand-by will be paid in accordance with the relevant Award subject to the following conditions:
- (a) If an employee is required to travel to a work place to perform the necessary emergency work, the employee will be paid at the prescribed overtime rates for that day, from the time of leaving home to commence work until the employee returns home.
  - (b) All attendance(s) and work carried out or commencing within any minimum call out period is covered by that call out payment.
  - (c) Any further call outs commencing outside of a minimum call out period will attract an additional minimum payment. If an Award is silent regarding a minimum call out period, then the minimum call-out period of two (2) hours will apply.
  - (d) The distance that the employee was required to travel from the time of leaving home to commence the necessary emergency work will be used as a guide to determine the reasonableness of travel time returning home.

## **25. Meal Allowance**

- 25.1 The Parties to this Agreement agree that employees who work so much overtime as would entitle them to receive the meal allowance, will receive a payment of \$21.12 or an adequate meal at GRC's expense in lieu of the rate specified in the Award.

## **26. Leading Hand Allowance**

- 26.1 The Parties to this Agreement agree that the payment for full-time employees that are carrying out work as leading hands that would entitle them to receive the Leading Hand Allowance, will receive a payment of \$70 per week, regardless of the number of employees they are directed to supervise in lieu of the rate specified in the Award.
- 26.2 The Parties to this Agreement agree that the payment for part-time, casual or authorised short term relief employees who are carrying out work that would entitle them to receive the Leading Hand allowance will be \$14 per day.
- (a) Authorised short term relief will not exceed a period of five (5) working days.

## **27. Allowance Increases**

- 27.1 Relevant allowances contained within the Parent Awards listed in Clause 3 of this Agreement will be increased throughout the life of this Agreement as follows:
- (a) From the commencement of the first full pay period on or after 1 May 2025, 3.5%,
  - (b) From the commencement of the first full pay period on or after 1 May 2026, 4.25%,
  - (c) From the commencement of the first full pay period on or after 1 May 2027, 4.25%.
- 27.2 Relevant allowances contained within this Agreement that are specifically expressed as a fixed-dollar amount will be increased throughout the life of this Agreement as follows:
- (a) From the commencement of the first full pay period on or after 1 May 2026, 4.25%,
  - (b) From the commencement of the first full pay period on or after 1 May 2027, 4.25%.
- To avoid any doubt, the allowances specifically expressed as a fixed-dollar amount within this Agreement are:
- On-call (Monday to Saturday)

- On-call (Public holiday)
- Meal
- Leading hand

27.3 Allowance increases are to continue beyond the term of this Agreement if the Agreement expires due to legislative constraints or delays in the negotiation process.

## **PART 5: Leave**

### **28. Annual leave**

- 28.1 Annual leave is provided for in Part 3, Division 5 of the QES.
- 28.2 The Parties to this Agreement agree that annual leave may be taken wholly or partly in advance on a pro rata accrual basis before the employee has become entitled to annual leave.
- 28.3 An employee who has taken in advance part of the annual leave that would be due at the end of a year of employment, becomes entitled at the end of that year of employment to the part of the annual leave not already taken.
- 28.4 Annual leave entitlements shall be recorded and provided to employees on their payslip.
- 28.5 The Parties to this Agreement agree that a GRC employee who has an entitlement to annual leave may request to have a portion of their accrued annual leave paid out on the grounds of compassionate and/or financial hardship.
- 28.6 A request for partial payment consideration is limited to one (1) request per calendar year.
- 28.7 Where an application for the partial cashing out of annual leave is approved, payment will be at the amount that would have been payable had the employee taken the annual leave.
- 28.8 Payment will be made in the next pay period following receipt of the approval to Payroll.
- 28.9 The Parties to this Agreement agree that GRC must not allow for the partial cashing out of annual leave if the cashing out would result in the employee's remaining accrued annual leave being less than four (4) weeks.

### **29. Personal leave**

- 29.1 Subject to clause 30 and clause 31, Personal leave is provided for in Part 3, Division 6 of the QES and covers:
- (a) Sick leave;
  - (b) Carer's leave;
  - (c) Bereavement and compassionate leave; and
  - (d) Cultural leave.

#### **29.2 Personal leave (sick and carers)**

- 29.2.1 Employees (except casuals) are entitled to fifteen (15) days Personal leave on full pay for each year of completed employment. Personal leave will accrue progressively throughout the year and will be accrued at a pro-rata amount for part-time employees.
- 29.2.2 For a full-time employee, 15 days Personal leave will be equivalent to 108.75 hours for employees working a 36.25 hour week and 114 hours for employees working a 38 hour week.
- 29.2.3 The Parties to this Agreement acknowledge that a (full-time) employee may take up to ten (10) days of sick leave each year for carer's leave purposes under the QES. The Parties to this Agreement acknowledge that an employee's circumstances may be such that this 'capping' may not be in the best interest of an employee in the context of their personal circumstances and allow GRC employees to access their available personal leave accrual for caring purposes.





29.2.4 The Parties to this Agreement agree that personal leave may be used:

- (a) Where an employee has assumed significant responsibility for the arrangement of a ceremony/ceremonies resulting from the death of a member of the employee's immediate family (in addition to existing leave provisions contained in clause 31).
- (b) Other personal circumstances as approved by the Delegated Officer, including but not limited to, for example leave for the purposes of funeral attendance where the deceased is not an employee's immediate family member, and subject to GRC being able to maintain acceptable levels of service delivery to support such a request.

### 29.3 Personal leave (transition arrangement from Award to accrual pro-rata method)

- 29.3.1 Any employee, other than a casual, covered by this Agreement who is employed by GRC on the date of certification of this Agreement, will be credited a one-off additional five (5) days of Personal leave (pro-rata for part-time employees) to support employees transition from the Award to the new Agreement methodology.
- 29.3.2 For a full-time employee, five (5) days Personal leave will be equivalent to 36.25 hours for employees working a 36.25 hour week and 38 hours for employees working a 38 per hour week.
- 29.3.3 Any employee, other than a casual, with a Personal leave balance below five (5) days (pro-rata for part-time employees) may apply to People and Culture for a review of their Personal leave balance, until twelve (12) months after the certification date of this Agreement, to ensure that they are no worse off due to changes in Personal leave accrual under this Agreement.

## 30. Sick leave

- 30.1 The Parties to this Agreement agree that sick leave entitlements should be standardised across all Awards covering all GRC employees. To this end the following conditions shall be applied:
  - (a) Full time employees working 72.5 hours per fortnight are entitled to 108.75 hours' sick leave per year of service.
  - (b) Full time employees working 76 hours per fortnight are entitled to 114 hours' sick leave per year of service.
  - (c) Part-time employees are entitled to personal leave on a pro-rata basis of full-time employees undertaking the same type of work.
- 30.2 Sick leave taken is to be deducted as per the relevant Award, i.e. the normal hours that would have been worked.
- 30.3 Where an employee is terminated due to their death and they have completed a minimum employment period of five (5) years of service with GRC, provision will be made to payout 100% of accumulated sick leave entitlements.
- 30.4 Subject to clause 30.5, where an employee was employed by GRC prior to the 25 March 2019 and either had accrued or subsequently accrues five years' service from the date of their employment with GRC, they are entitled to payout of:
  - (a) 25% of their accrued sick leave entitlements where their employment is terminated other than by reason of misconduct.
  - (b) Employees may elect to transfer the full amount of sick leave, or be paid out for 25% of their accrued sick leave, and transfer 25% less sick leave if transferring to another Local Government.

Clause 30.4 regarding the provision of payout of sick leave is to be kept in future GRC certified agreements until it no longer applies to current GRC employees.

- 30.5 Payout of sick leave entitlements will not be available to employees terminated in accordance with approved disciplinary procedures.
- 30.6 Accrual of sick leave entitlements for the purpose of Clause 30.4 is deemed to have commenced as follows:

- (a) For those employees employed by the former Cooloola Shire Council from the date of employment with either Cooloola Shire Council or the predecessor Councils of Cooloola Shire Council.
  - (b) For those employees employed by the former Kilkivan Shire Council, from the date of employment with Kilkivan Shire Council.
  - (c) For those employees employed by the former Tiaro Shire Council, from the date of employment with Tiaro Shire Council.
  - (d) For all other employees, from 15 March 2008 or the date of employment with GRC, whichever is the latter.
- 30.7 Where an employee is affected by illness or injury while on long service leave or annual leave, they may apply to debit their sick leave accrual and credit their long service leave or annual leave accrual accordingly, provided that:
- (a) The employee provides sufficient evidence certifying that the employee was incapacitated by such illness or injury to the extent that the employee would be unfit to perform normal duties for a period of not less than five (5) working days.
- 30.8 The Parties to this Agreement agree that sick leave may be used for preventative health/routine medical appointments with a Registered Health Practitioner as defined by the Australian Health Practitioner Regulation Agency.

### **31. Bereavement and compassionate leave**

- 31.1 Bereavement and compassionate leave entitlements shall be in accordance with the QES, subject to the following amendment:
- (a) A funeral notice or other evidence to GRC's satisfaction may be requested.
- 31.2 In addition to their personal leave entitlements, permanent employees are entitled to:
- (a) Three (3) days paid bereavement leave on the death of a member of the person's Immediate Family or household; and
  - (b) Access to personal leave entitlements for any reasonable additional time required.

### **32. Domestic and family violence leave**

- 32.1 In accordance with the conditions outlined in the QES, Part 3 Division 7 of the Act, employees are entitled to Domestic and family violence leave, subject to the following amendments:
- (a) An employee (including a casual employee) is entitled to twenty (20) paid days of domestic and family violence leave each year.
  - (b) For a casual employee, a day for the purpose of payment, is for the same number of hours (and ordinary hourly rate of payment) that could have reasonably been expected to be worked on the same day had the taking of domestic and family violence leave not otherwise applied.
- 32.2 This leave is separate to other leave accruals, is able to be taken in part days and does not accumulate from year to year. Employees are also able to access other leave types for periods related to Domestic or Family Violence.
- 32.3 A support person as defined in Section 42(2) of the Act will be able to access Carer's leave in accordance with clause 29.2 of this Agreement. Requests for additional paid leave will be considered on a case-by-case basis.
- 32.4 While notice is not strictly required prior to taking the leave, an employee should notify GRC (their Manager/Supervisor or the Manager, People and Culture) as soon as reasonably practicable of their intention to take or remain on domestic and family violence leave or other leave for this purpose. Proof of domestic and family violence may be required and can be a document issued by the Police Service, a Court, a Doctor, a



Domestic and Family Violence Support Service or Lawyer, or a statutory declaration. GRC will not disclose such evidence unless disclosure is required or permitted under an Act.

### **33. Long service leave**

- 33.1 Long service leave is provided for in Part 3, Division 9 of the QES.
- 33.2 The Parties to this Agreement agree that Long Service Leave entitlements provided by the Administrative Section of the Award are to be applied equally to all employees of GRC from 15 March 2008, but is not to apply retrospectively to entitlements for service before that time.
- 33.3 Additionally, the Parties to this Agreement agree that following the first seven (7) years of service, all employees of GRC are entitled to take the accruing Long Service Leave on an annual pro-rata basis.
- 33.4 Long Service Leave may be accessed for periods of less than two (2) weeks.
- 33.5 The Parties to this Agreement agree that a GRC employee who has an entitlement to long service leave may request to have a portion of their accrued long service leave paid out on the grounds of compassionate and/or financial hardship.
- 33.6 A request for partial payment consideration is limited to one (1) request per calendar year.
- 33.7 Where an application for the partial cashing out of long service leave is approved, payment will be at the amount that would have been payable had the employee taken the long service leave.
- 33.8 Payment will be made in the next pay period following receipt of the approval to Payroll.
- 33.9 The Parties to this Agreement agree that GRC must not allow for the partial cashing out of long service leave if the cashing out would result in the employee's remaining accrued long service leave being less than four (4) weeks.

### **34. Leave at half pay**

- 34.1 Employees may apply to access Annual Leave and Long Service Leave on half pay. Each application will be assessed on an individual basis and approved by the Delegated Officer.

### **35. Military service leave**

- 35.1 Subject to clause 35.2, where:
  - (a) an employee attends camps, courses or schools of His Majesty's Naval, Military or Air Forces on military service leave; and
  - (b) the Service Pay received by such employee is less than the employee's ordinary hourly rate of remuneration as an employee of GRC,

GRC will pay the employee the amount of the difference between the employee's Service Pay and the employee's ordinary remuneration.

- 35.2 An employee will only be entitled to the leave and Service Pay as provided for in clause 35.1 where they have provided GRC with at least four weeks' notice of any proposed service leave.

### **36. Parental leave**

- 36.1 All parental leave entitlements will be in accordance with the full provisions of the Queensland Employment Standards, subject to the following:

#### **36.2 Parental leave**

For the purposes of this clause, 'parental leave' is defined as one (1) continuous period of leave during which the employee is the primary carer in relation to the birth, adoption or surrogacy of their child.



- (a) Employees (other than casual employees) with more than twelve (12) months service with GRC will be entitled to paid parental leave of ten (10) weeks at their ordinary rate of pay or twenty (20) weeks at half pay, inclusive of public holidays that fall within this period. Provided however, that part-time employees shall be entitled to payment on a pro-rata basis commensurate with their normal hours worked.
- (b) The period of paid parental leave provided for in clause 36.2 is deemed to form part of the fifty-two (52) weeks, or part thereof, of unpaid long parental leave as specified in the QES.
- (c) The period of paid parental leave is payable once only in connection with each birth or adoption of a child/children to an employee of GRC.
- (d) Employees may use any accrued annual, TOIL, RDO and long service leave during a period of Parental Leave that would otherwise be unpaid.

### **36.3 Parental leave (Non-Primary Carer)**

For the purposes of this clause, 'non-primary carer' can include an adoptive parent, non-birth parent in a same-sex relationship, husband or defacto partner.

- (a) Employees (excluding casual employees) with twelve (12) months continuous service with GRC shall be entitled to three (3) weeks paid short parental leave at their ordinary rate of pay or six (6) weeks at half pay, inclusive of public holidays that fall within this period. Provided however, that part-time employees shall be entitled to payment on a pro-rata basis commensurate with their normal hours worked.
- (b) The period of paid parental leave (non-birth partner) provided for in clause 36.3 is deemed to form part of the eight (8) weeks, or part thereof, of unpaid short parental leave as specified in the QES.
- (c) The period of paid parental leave is payable once only in connection with each birth or adoption of a child/children to an employee of GRC.
- (d) Employees may use any accrued annual, TOIL, RDO and long service leave during a period of Parental Leave that would otherwise be unpaid.

## **37. Absenteeism management**

- 37.1 Both parties recognize that absenteeism constitutes a significant industrial relations issue and cost overhead, and will collaborate on reducing its incidence and agree to a range of initiatives to examine trends and causes. If the results of an attendance investigation show unsatisfactory attendance and reasons for absence, then the following actions should be taken:
  - (a) Formally notify the employee of a forthcoming interview between the responsible employee or their nominated delegate, in the presence of their supervisor and notify the employee they may have a Union representative present if that employee so requests.
  - (b) If the discussion in respect to the absences does not provide satisfactory reason for the absences, then a letter is to be sent to the employee, stating management's assessment and the intended procedure to be followed in future. The employee shall be entitled to have access to their employee file.
  - (c) If the unsatisfactory attendance continues the Manager has the discretion to require the employee to provide:
    - a medical certificate or evidence from a suitably qualified medical practitioner for each occasion that sick leave is claimed.
    - details from their medical practitioner outlining the employee's continuing fitness for work.
- 37.2 The results of the above information should be recorded for future reference. Such information shall remain confidential between GRC and the employee concerned and union officials if appropriate, unless required by law.
- 37.3 Nothing in this clause limits GRC's capacity to take disciplinary action against an employee where GRC is satisfied that the employee has engaged in misconduct.



## **38. Workers compensation**

- 38.1 Employees on Workers Compensation can apply in writing to the Chief Executive Officer (or Delegated Officer) to request access to accrued sick leave entitlements to "top up" Workers Compensation payments which have reduced in line with statutory requirements. The outcome is to be at the Chief Executive Officer's (or Delegated Officer's) discretion.

## **39. Natural disaster leave**

- 39.1 Upon the declaration of a disaster situation, special natural disaster leave is available to employees under the following conditions and/or circumstances:
- (a) Where due to such disaster an employee is prevented from travelling from their place of residence to their usual place of employment on account that it would threaten the safety of the employee if they were to attempt to attend for work by either their usual, or some other reasonably available means of transport; and
  - (b) It is not reasonable for the employee to attend for duty at another GRC depot or office; and
  - (c) They have advised, or as soon as reasonably practicable, have advised their supervisor of the circumstances; or
  - (d) Where the employee has a genuine domestic necessity that requires them to either remain at or return to their home; to prepare, protect or remove belongings, etc. from a personal dwelling or place of residence that may reasonably be affected by the disaster; or to another residence or premises to protect the safety of the employee's immediate family on account of such disaster; or
  - (e) Where the employee must leave work early due to the likelihood that their normal mode of transport from work will likely be discontinued due to such disaster; or
  - (f) To make or organise temporary repairs, or to clean up, etc. the employee's personal property/dwelling that has been directly damaged as a result of such disaster; and
  - (g) They have advised, or as soon as reasonably practicable have advised, their supervisor of the circumstances.
- 39.2 An employee whose circumstances are defined by this clause shall be allowed up to five (5) days paid special natural disaster leave per calendar year (non-cumulative), with access to a maximum of 3 days leave per declared disaster situation.
- 39.3 Special natural disaster leave may be claimed retrospectively once a disaster has been declared.
- 39.4 Special natural disaster leave is separate to all other paid leave entitlements and as such will not be deducted from annual leave, personal leave or any other paid leave entitlements available to eligible employees.
- 39.5 Additional paid special natural disaster leave**
- GRC may consider additional paid special natural disaster leave beyond the scope of this clause under exceptional circumstances. Approval of such 'additional leave' is subject to the discretion and approval of the Chief Executive Officer and will be considered on a case by case basis.

## **40. Emergency Services leave**

- 40.1 A full-time or part-time employee who is a member of a recognised emergency management body and who due to a declaration of a disaster situation attends to the community shall be allowed up to one (1) day paid leave each year (non-cumulative). Granting of such leave will be dependent on the operational capacity of GRC to grant such leave, however shall not be unreasonably withheld.

## **41. Extreme weather leave**

- 41.1 In the context of our geographical region, Gympie Regional Council seeks to support our full-time and part-time employees to respond to localised weather events where a declaration of a disaster situation does not apply, by granting up to three (3) days paid leave each year (non-cumulative).

- 41.2 Extreme weather leave is for when a situation occurs where an employee is affected as a result of an extreme weather event caused by, but not limited to, a natural flood, cyclone, bushfire, tsunami, tornado or earthquake events.
- 41.3 Extreme weather leave is available under the following conditions and/or circumstances:
- (a) Ensure protection of family, property and livestock;
  - (b) Secure their residence and belongings;
  - (c) Undertake temporary or emergency repairs;
  - (d) Where it is inadvisable due to WHS considerations that the employee is required to leave the site and return home;
  - (e) Clean up to restore dwelling to a habitable state;
  - (f) Other circumstances by mutual agreement between the employee and Gympie Regional Council.
- 41.4 Extreme weather leave will be considered on a case-by-case basis subject to the discretion of the Chief Executive Officer (or Delegated Officer).
- 41.5 Part-time employees receive extreme weather leave on a pro-rata basis of the full-time equivalent.

## **42. Reproductive health leave**

- 42.1 In addition to their personal leave entitlements, full-time employees shall be allowed up to five (5) days paid reproductive health leave each year (non-cumulative) under the following conditions and/or circumstances:
- 42.2 When chronic reproductive health conditions (such as, but not limited to, endometriosis, dysmenorrhea, adenomyosis, polycystic ovary syndrome, and menopause symptoms) require absence from the workplace:
- (a) To receive fertility treatment such as, but not limited to, in vitro fertilisation (IVF);
  - (b) To attend preventative screening associated with reproductive health, including, but not limited to, breast and prostate screening; and
  - (c) For treatment associated with reproductive health including, but not limited to, hysterectomy and vasectomy.
- 42.3 Part-time employees receive reproductive health leave on a pro-rata basis of the full-time equivalent.
- 42.4 A medical certificate from a Registered Medical Practitioner, or other reasonably acceptable evidence to GRC's satisfaction, which may include a Statutory Declaration, is required after the second consecutive day of Reproductive health Leave.

## **43. Volunteer leave**

- 43.1 Full-time and part-time employees with at least three (3) months continuous GRC service can take up to one (1) paid day each year (non-cumulative) to participate in volunteering.
- 43.2 Casual employees may participate in volunteering activities up to one (1) unpaid day each year (non-cumulative).
- 43.3 Additional information and processes are outlined in GRC's Corporate Volunteering guideline.

## **44. Equity and Diversity**

- 44.1 The Parties to this Agreement respect the cultural leave provisions as provided for in Part 3, Division 6, of the QES.
- 44.2 The Parties to this Agreement recognise cultural diversity in the workplace and to support employees to observe holy days or to attend essential religious or cultural duties associated with their particular religious faith, culture or tradition.



- 44.3 The Parties to this Agreement agree that employees can access accrued leave, banked RDO's and/or TOIL to attend cultural, religious and/or ceremonial events.

## **PART 6: Workplace security**

### **45. Employment security**

- 45.1 GRC recognises that employees value secure employment, safe working conditions and competitive pay and conditions. Employees and their unions recognise that GRC must operate within the community expectations as determined by their elected councillors, State laws, available funds and budgeted priorities, and the terms of this Agreement. The Parties to this Agreement agree that the best way to secure employment in GRC is for and employees to deliver the services and infrastructure required by the community and other levels of government as efficiently and effectively as possible.
- 45.2 The Parties to this Agreement agree the use of indirect employment arrangements such as contractors, labour hire agencies and casual labour, are not the preferred method of delivery of services and would only be used in circumstances such as:
- (a) If there are no other suitably qualified employees available in the short term.
  - (b) If there is a bona fide emergency or urgent work requirement.
  - (c) If the skills required cannot be obtained internally in the short term.
  - (d) Managing peaks in the workload.
- 45.3 GRC may use contractors where the work volume is beyond the capacity of GRC and only when all employees, plant and material resources have been considered. Contractors may also be used where the type of work or specialization required is beyond the capacity of GRC resources or existing employees (capacity shall not be measured by, for example, running down of plant/equipment).
- 45.4 Where contractors are engaged to carry out work that would be covered by this Agreement they will be required to acknowledge, prior to engagement, that they will comply with the relevant Award provisions applying to any employee engaged on such works.
- 45.5 The use of indirect employment arrangements (as outlined in 45.2) will be managed in a manner that ensures, as best as possible, that business needs are met without eroding the job security of existing permanent employees.

### **46. Conversion of casual or fixed term employees**

- 46.1 A casual employee working for a minimum period of six (6) months may apply in writing to convert their casual employment status to permanent full-time or part-time if it could be reasonably expected that their employment is to continue. The pattern of ordinary hours worked over the preceding six (6) months will inform whether full-time or part-time status is reasonable.
- 46.2 A fixed term employee working on a systematic and regular basis for a period of twelve (12) months may apply to convert their fixed term employment status to permanent full-time or part-time depending on the average hours worked over the preceding twelve (12) months.
- 46.3 In making a determination GRC will take into consideration the following factors:
- (a) business needs specific to work areas;
  - (b) regularity of hours and length of employment;
  - (c) likelihood of ongoing funding available for the position; and
  - (d) legislative requirements pertinent to particular business areas.
- 46.4 Conversion would not occur if the fixed-term appointment was in relation to specific projects or due to relieving employees on leave for a specific period of time where there is a defined end date.



## **47. Shared services**

- 47.1 GRC will endeavour to maintain its permanent workforce during the term of this Agreement through the employment of permanent full-time and permanent part-time local government employees.
- 47.2 While it is not currently GRC's intention to engage in any shared resource, joint enterprise or shared service company arrangements, GRC reserves the right to make a determination regarding such arrangements. In the event that GRC does determine to engage in such an arrangement the notification and consultation processes set out in clause 48 – Organisation/Workplace Change Consultation Process will occur following such decision and prior to any implementation of such arrangements.

## **PART 7: Workplace change**

### **48. Organisation / Workplace change consultation process**

#### **48.1 Duty to notify**

Where GRC has embarked on the process to introduce major changes in production, program, organisation, structure or technology (including the impacts of artificial intelligence) that are likely to have significant effects on employees, GRC will consult the employees who may be affected by the proposed changes and the relevant Union(s).

In this clause, a major change is likely to have a significant effect on employees if it is likely to result in:

- (a) the termination of the employment of employees; or
- (b) a major change to the composition, operation or size of the GRC's workforce or the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) an alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

#### **48.2 Duty to consult over change**

Where GRC has embarked on the process to introduce major change, GRC shall consult with the employees affected and the relevant Union(s), the introduction of the changes referred to in this clause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give consideration to matters raised by the employees and/or the relevant Union or Unions in relation to the changes.

The discussions shall commence as early as practicable.

For the purposes of such discussion, GRC shall provide in writing to the employees concerned and, where relevant, their Union or Unions all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that GRC shall not be required to disclose confidential information, the disclosure of which would be inimical to GRC's interests.

During this period, GRC will assess whether there will be redundancies, and if so, any redeployment options as a result of the workplace change.

### **49. Joint consultative committee**

- 49.1 In order to facilitate ongoing harmonious industrial relations, the Parties to this Agreement shall maintain a Joint Consultative Committee (JCC) comprising of employees elected from the unions and/or union officials

party to this Agreement and representatives of management, in accordance with the agreed terms of reference.

- 49.2 The purpose of the JCC is to continue to encourage positive relations and to act as the primary consultation and industrial relations forum between the Parties to this Agreement.
- 49.3 The JCC shall meet on an "as needs" basis but not less than three (3) times per year to consider all industrial relations matters including, but not limited to:
- (a) workplace issues and changes that have the potential to impact on employees, including work units, divisions or the entire organisation, e.g. health and wellbeing matters, workloads, major changes; and,
  - (b) monitor and review implementation of this Agreement; and,
  - (c) undertake specific responsibilities and activities in accordance with this Agreement; and,
  - (d) any other matter raised by the Parties to this Agreement which impacts on the workforce.
- 49.4 Consistent with an Objective of the Agreement to strengthen a healthy and safe workforce culture, "safety share" will continue as a standing JCC agenda item for the life of this Agreement.

## **50. Prevention and settlement of grievances and disputes**

- 50.1 This term applies to a dispute regarding any workplace matter.
- 50.2 The following procedures shall be applied:
- Stage 1:** In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance or dispute. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1, or be represented by such employee's representative during the course of Stage 2. If the grievance is with the immediate supervisor the employee shall inform their supervisor's supervisor.
- Stage 2:** If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.
- Stage 3:** If the grievance is still unresolved, the aggrieved employee may submit the matter in writing to the Chief Executive Officer if such employee wishes to pursue the matter further. If desired by either party, the matter may also be notified to the relevant union.
- 50.3 GRC shall ensure that:
- (a) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
  - (b) the grievance shall be investigated in a thorough, fair and impartial manner.
  - (c) the above process shall take place within ten (10) working days unless otherwise agreed.
- 50.4 GRC may appoint another person to investigate the grievance or dispute. GRC may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- 50.5 If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. GRC shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- 50.6 If, after the above steps, the matter remains unresolved, the dispute may be referred by either party to the QIRC for conciliation and if it remains unresolved either party may utilise the QIRC's arbitration provisions, subject to the QIRC having jurisdiction to deal with the matter. The Parties to this Agreement 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.

- 50.7 Where the grievance involves allegations of sexual harassment, bullying, discrimination, harassment, assault (including sexual assault), criminal activity and/or recurring issues an employee should commence the procedure at Stage 3.
- 50.8 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 must comply with any reasonable directive given by GRC to perform appropriate alternative work, either at the same or another workplace whilst a resolution to the dispute is pending. An employee shall not work in an unsafe environment.
- 50.9 Nothing contained in this procedure shall prevent unions or GRC from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.
- 50.10 The above procedures do not restrict GRC or an authorised officer of the relevant Union from making representations to each other at any stage in this procedure.

## **51. Redundancy**

- 51.1 The parties agree that, for the life of this agreement, the following redundancy provisions will apply:
  - (a) Notice in accordance with the relevant Award.
  - (b) Two (2) weeks (2.5 weeks for employees over 50 years of age) pay for each year of service or part thereof.
  - (c) All relevant accrued entitlements as at the date of termination.
  - (d) A thirteen (13) week incentive payment if an offer of redundancy is accepted within two (2) weeks of it being offered.
  - (e) Time off for job search.
  - (f) \$350 Financial Planning costs.
  - (g) The above conditions apply regardless of whether the employee obtains employment external to GRC within the Notice period. If the employee terminates their employment during the notice period, they will not be entitled to payment instead of notice.

## **52. Redeployment and retraining**

- 52.1 Where employee positions are declared redundant, GRC shall make all reasonable effort to find suitable alternative employment within GRC for all such employees. All such employees shall be individually interviewed to determine what options may exist for potential redeployment and retraining with GRC.
- 52.2 Where suitable alternative employment is found for an employee at a classification with a lower rate of pay, and the employee agrees to accept such redeployment, the employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer.
- 52.3 Employees who are transferred to other positions will be eligible for redundancy benefits should they, or GRC, find that within six (6) months the alternative position is unsatisfactory.

## **53. Relocation – Goomeri depot**

- 53.1 The parties agree that from 28 February 2014, employees based at the Goomeri Depot will, with the exception of the town maintenance officer, start and finish at the Kilkivan Depot.



## **54. Fixed work locations and travelling allowance compensation**

- 54.1 When a fixed work location is established, and a transferred employee is required to travel an extra distance of 10 km or more in excess of the previous travelling distance from their place of residence to their previous workplace location, the excess mileage difference in traveling expenses will be paid to the transferred employee in accordance with ATO guidelines for a period of 12 months from the date of the relocation.
- 54.2 Clause 54.1 does not apply if the employee requests the location change.
- 54.3 An employee may only be transferred to another location once during the life of this Agreement unless an employee requests and GRC agrees to another change, or unless clause 48 – Organisational/Workplace change consultation process otherwise applies.

## **55. Transmission of business**

- 55.1 The parties agree that the transmission of business provisions provided by Division 1 of each Award, are to be applied to all employees of GRC with the following addition:
- (a) GRC shall 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, including the employer contributions to superannuation, that are no less favourable than those which applied to each transmitted employee at GRC immediately prior to the transmission of business occurring for a period equal to the remainder of the term of this agreement.

## **PART 8: Workplace practices**

### **56. Positive employment relations**

GRC acknowledges employee's rights to join and maintain financial membership of an organisation that has the right to represent their industrial interests.

GRC also acknowledges that an employee who is eligible to become a member of an industrial association, may become or remain a member of the association without fear of discrimination.

GRC acknowledges that Union industrial officers, employee delegates and employee representatives have a continuing role to play in the improvement of the workplace. GRC will not hinder accredited Union delegates in the reasonable and responsible performances of their duties.

Union delegates will have access to GRC email system, printers and photocopiers in accordance with GRC Policies, Code of Conduct and guidelines that can be considered to be reasonable and cost effective to GRC.

Accredited delegates shall have access to GRC communication systems to communicate with employees.

Where information is to be disseminated to all employees, or to a group of employees that may include non-union members, the message must be approved by the Chief Executive Officer before dissemination. Such approval shall not be unreasonably withheld. When approved by the Chief Executive Officer, GRC's email system may be used.

Information that is more specific and generally intended only for union members does not need approval by the Chief Executive Officer before dissemination. Such information may be put by delegates on notice boards. GRC's email system may be used for circulating messages in these instances, on a selective basis to union members only.

During the induction process new employees will be provided with:

- (a) Details of the relevant union/s workplace delegates, as provided by union/s

- (b) Allocated time for the employee to meet with relevant union/s workplace delegates,
- (c) Unions will be provided with a schedule of induction dates in advance.

#### **56.1 Payroll Deduction of Union subscriptions**

Where employees request, payroll deduction of union subscriptions will be allowed from GRC's payroll system for the life of this agreement.

#### **56.2 Right of Entry and Access for Union Officials**

The parties agree that the provisions contained within Division 1 of the Queensland Local Government Industry (Stream A) Award – State 2017 in relation to Right of Entry for Union Officials shall apply equally to all Unions party to this agreement.

#### **56.3 Trade Union Training Leave**

56.3.1 GRC recognises the contribution of effective Union organisation to productive workplace relations as well as assisting employees in understanding their terms and conditions of employment. The Parties to this Agreement agree that the provisions contained within the Operational Services section of the Award in relation to Trade Union Training Leave shall apply equally to all employees, subject to the following:

- (a) An employee who is elected or appointed as a Union Delegate shall, upon notification to GRC, be granted up to six (6) working days trade union training leave (non-cumulative) on ordinary pay each calendar year.
- (b) The employee must have at least three (3) months uninterrupted service with GRC prior to such leave being granted.
- (c) Part-time employees will be entitled to a pro-rata amount of trade union training leave.

56.3.2 The Union Delegate shall have the right to place notices on notice boards at GRC premises, provided that such notices are authorised by the Union and deal with legitimate union matters.

### **57. Employee development**

In order to increase the long term sustainability, efficiency, and competitiveness of GRC, a strong and sustained commitment to training and skill development is required on both an individual and GRC wide basis.

Accordingly, the parties commit themselves to optimizing the capability, performance and career development options for employees.

#### **57.1 Training**

Each permanent employee will have access to learning and development opportunities, as well as on and off the job training, which will match the current operational and skill requirements of GRC.

#### **57.2 Career development**

All employees agree to undertake an annual performance appraisal which will include an individual development plan for each employee. This plan will seek to professionally develop employees so that they can satisfy key position accountabilities and improve career development prospects, with a view to providing GRC with a highly skilled workforce, armed with the necessary skills to meet the future service and operational requirements.

The individual development plan will consist of a set of prioritised learning opportunities which should be reviewed annually and will be based both upon the following:

- (a) Individual employees desired GRC career path
- (b) The current and future skill requirements of GRC;



- (c) The size, structure and nature of the long term strategic operational plans of GRC;
- (d) The need to develop vocational skills relevant to GRC long term operational needs through both industry courses and courses conducted by accredited educational institutions and providers

The parties agree that performance appraisal training will be provided for supervisors and employees.

### **57.3 Study Assistance**

Study Assistance support for GRC employees will align to the relevant GRC Study Assistance Procedure as amended or varied from time to time.

### **57.4 Technology Competency**

Mutual cooperation between employees and GRC to undertake technology competency training in preparation for future work practices involving new technologies.

### **57.5 Recruitment and Selection**

The Parties to Agreement acknowledge that job security and career development is important and assists in ensuring workforce stability, cohesion, depth of knowledge and motivation.

GRC is committed to upskilling current employees by providing secondment and developmental opportunities where possible.

Where GRC considers there to be a sufficient suitably qualified applicant pool internally, it will:

- (a) Call positions internally in the first instance; and
- (b) Make all meaningful attempts to advertise positions on notice boards and electronically.

Where GRC considers that there is an insufficient suitably qualified applicant pool internally, it will:

- (a) Call positions simultaneously internally and externally.

Recruitment and selection processes for vacant positions will be carried out with adherence to merit based principles. Any internal applications for any positions advertised simultaneously internally and externally will be considered first.

### **57.6 Secondments**

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.

- (a) The purpose of the secondment is to enable the employee to develop new or enhance their existing competencies, or enable GRC to utilise an employee's unique knowledge and skills. Secondments will take place by mutual agreement between the employee and GRC and details shall be documented in a written agreement between the employee, GRC and the organisation sponsoring the secondment.
- (b) A secondment shall not exceed a twelve (12) month period. GRC may consider a period longer than twelve (12) months if special circumstances exist. Approval of any period longer than twelve (12) months is subject to the discretion and approval of the Chief Executive Officer and will be considered on a case by case basis.
- (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.



## **58. Employment of trainees and apprentices**

- 58.1 GRC affirms its commitment to continuing to offer traineeships and apprenticeships, and is committed to the following principles:
- (a) Exploring ways to maximise training opportunities for trainees and apprentices to enter GRC's workforce;
  - (b) Pursue partnering opportunities with other organisations and group schemes; and
  - (c) Implementing employment arrangements and conditions which facilitate the achievement of these objectives.
- 58.2 Wage progression arrangements will be paid in accordance with the *Order - Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003* (as amended or varied from time to time).
- 58.3 Trainees and apprentices shall only complete their apprenticeship or traineeship in accordance with the provisions of the *Training and Employment Act 2000*, as amended from time to time.

## **59. Equal employment opportunities**

- 59.1 The parties recognise the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practises, that encourage equality of employment and development opportunities, continue and are promoted, during the life of this Agreement. This will include:
- (a) Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;
  - (b) Inclusion of statements during recruitment that Council is an equal opportunity employer;
  - (c) Ensuring selection of applicants for vacant positions is conducted in accordance with the law;
  - (d) Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests;
  - (e) Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the Anti-Discrimination Act 1991.
- 59.2 The Council is committed to equal remuneration for work of equal or comparable value.

## **60. Code of Conduct**

- 60.1 Employees of GRC are entitled to an environment in which ethical conduct is expected, encouraged and supported. Consistent with this principle, the Code of Conduct provides the framework for acceptable workplace behaviour and GRC has an expectation that employees avoid behaviour that undermines the achievement of a safe and healthy working environment.
- 60.2 Acceptable workplace behaviour excludes such actions as assault, bullying, criminal activity, discrimination, harassment, sexual assault and sexual harassment.
- 60.3 The Parties to this Agreement agree to act collaboratively to advance appropriate workplace behaviours.
- 60.4 GRC will continue to promote awareness through mandatory Code of Conduct and other training as determined by GRC.
- 60.5 GRC is committed to continuing to foster a positive and productive workplace culture. In the event that any employee believes that another employee's behaviour diverts from the Code of Conduct, the employee holding this view may refer their concerns as outlined in Clause 50 of this Agreement or lodge an incident form.

## **61. Healthy working habits**

- 61.1 The Parties to this Agreement agree that fatigue can have a range of undesirable outcomes for the individual employee, fellow employees, and our GRC community.



61.2 The Parties to this Agreement agree that an objective of this Agreement is to strengthen a healthy and safe workplace culture, and key guiding principles to support healthier working habits are that:

- (a) Healthy working habits are a shared responsibility both individually and as an organisation; and
- (b) A risk management approach will prevail.

## **62. Employee Assistance Program**

62.1 For the life of this Agreement, GRC affirms its commitment to continue to provide employees with access to an Employee Assistance Program provider. The Employee Assistance Program provider is an organisation external and independent to GRC that can assist employees to better manage matters which may affect their work performance and/or quality of life.

## **63. Employee right to disconnect**

63.1 The Parties to this Agreement acknowledge the industrial provisions in place that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:

- (a) GRC outside of the employee's ordinary working hours, or on periods of approved leave; and/or
- (b) A third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours.

63.2 The Parties to this Agreement acknowledge that it is reasonable for GRC to contact an employee outside the employee's working hours in circumstances where:

- (a) The employee is on-call; and/or
- (b) The contact with the employee is required under law of the Commonwealth, a State or a Territory; and/or
- (c) The contact with the employee is to notify that they are required to attend or perform work or give other notice about the on-call; and/or
- (d) The contact with the employee is of an emergency which directly impacts or effects the ordinary working hours of the employee; and/or
- (e) There are genuine welfare matters.

63.3 When determining whether an employee's refusal is unreasonable GRC will consider the following:

- (a) The reason for GRC's contact;
- (b) How the contact is made and how disruptive it is to the employee;
- (c) Whether the employee is compensated for;
- (d) Being available to perform work during the period they're contacted, or
- (e) Working additional hours outside their ordinary hours of work;
- (f) The employee's role and level of responsibility;
- (g) The employee's personal circumstances, including family or caring responsibilities.

## **PART 9: Workplace benefits**

### **64. Work clothing**

64.1 GRC will commit to providing the following work clothing:

#### **Field based employees**

- (a) Upon commencement, full time field employees, will be issued with a five (5) day supply of PPE work wear, plus, as required, jackets, hats and belts, etc.
- (b) Where GRC cannot supply or source the correct 'fit-for-purpose' work boots, work boots will be reimbursed up to \$200.50 per annum. This reimbursement will be made upon receipt of proof of purchase.

- (c) Where GRC cannot supply or source the correct fit for trousers, GRC will reimburse employees for trousers at a cost of up to \$111.39 per pair as required due to fair wear and tear. This reimbursement will be made upon receipt of proof of purchase.
- (d) All PPE provided to employees will be replaced on a fair wear tear basis subject to the damaged item being handed in to GRC's stores.
- (e) Employees may request reimbursement for alterations to uniforms on provision of a receipt up to a value of \$40 annually.

#### **Office based employees**

- (a) For full-time employees an annual allocation of \$600 per employee.
- (b) For full-time newly appointed employees \$835 per employee.
- (c) Employees may request reimbursement for alterations to uniforms on provision of a receipt up to a value of \$40 annually.

64.2 Allocations will be in accordance with GRC's Uniform and Personal Appearance Guidelines as amended or varied from time to time.

### **65. Workplace health and welfare**

65.1 To help provide employees with a safe and healthy work environment GRC will provide the following vaccinations at no cost to employees.

Hepatitis A	}	Offered to employees at risk
Hepatitis B		
Q-Fever		
Influenza	}	Offered to all employees
Tetanus		
Mental health identification and response programs		

### **66. Salary sacrifice**

- 66.1 All permanent / maximum term full-time or part-time employees may elect, with GRC agreement in writing, to salary sacrifice part (or the total) of their remuneration in return for other benefits, such as additional employee superannuation contributions, etc.
- 66.2 The provision of such opportunities shall be subject to legal limitations imposed by Federal and State legislation.
- 66.3 Any Fringe Benefit Tax attracted by the salary sacrifice must be paid by the employee and shall not result in an increase to the total remuneration package.
- 66.4 While not a necessity, GRC strongly recommends employees take financial advice prior to entering into any such arrangements from a qualified financial or taxation advisor.
- 66.5 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 GRC.

## PART 10: Signatories

Signed for and on behalf of  
Gympie Regional Council:

Robert Jennings

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Dated     /     / 2025

In the presence of:

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Signed for and on behalf of  
Queensland Services, Industrial  
Union of Employees (**QSU**):

Neil Henderson

.....

Dated    /    / 2025

In the presence of:

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.....

Signed for and on behalf of  
 The Association of Professional  
 Engineers, Scientists and Managers,  
 Australia, Queensland Branch,  
 Union of Employees (**APESMA**):

Alycia Vasilangos

.....

Dated     /     / 2025

In the presence of:

.....

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Signed for and on behalf of  
The Australian Workers'  
Union of Employees,  
Queensland (**AWUEQ**):

Stacey Schinnerl

.....

Dated     /     / 2025

In the presence of:

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.....

Signed for and on behalf of  
 The Construction, Forestry,  
 Maritime, Mining & Energy,  
 Industrial Union of Employees,  
 Queensland **(CFMEU)**:

Paul Dunbar

.....

Dated     /     / 2025

In the presence of:

.....

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Signed for and on behalf of  
Automotive, Metals,  
Engineering, Printing  
and Kindred Industries,  
Industrial Union of Employees,  
Queensland **(AMWU)**:

Rohan Webb

.....

Dated     /     / 2025

In the presence of:

.....

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Signed for and on behalf of  
Plumbers and Gasfitters  
Employees' Union Queensland,  
Union of Employees (**PGEU**):

Gary O'Halloran

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Dated     /     / 2025

In the presence of:

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Signed for and on behalf of  
Electrical Trades Union of  
Employees Queensland **(ETU)**:

Peter Ong

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Dated     /     / 2025

In the presence of:

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## PART 11: APPENDIX 1 – Schedule of Wages

### 1.1 Administrative Section, Division 2, Section 1 of Queensland Local Government Industry (Stream A) Award – State 2017

Levels & Increments		Effective from the first full pay period on or after 1 May 2025	Effective from the first full pay period on or after 1 May 2026	Effective from the first full pay period on or after 1 May 2027
		Per clause 14.1 – 3.5% or \$55 per week increase (whichever is greater)	Per clause 14.1 – 4.25% or \$65 per week increase (whichever is greater)	Per clause 14.1 – 4.25% or \$65 per week increase (whichever is greater)
Level 1	1.1	\$1,348.47	\$1,413.47	\$1,478.47
	1.2	\$1,362.52	\$1,427.52	\$1,492.52
	1.3	\$1,386.12	\$1,451.12	\$1,516.12
	1.4	\$1,410.27	\$1,475.27	\$1,540.27
	1.5	\$1,435.11	\$1,500.11	\$1,565.11
	1.6	\$1,456.56	\$1,521.56	\$1,586.56
Level 2	2.1	\$1,481.40	\$1,546.40	\$1,612.12
	2.2	\$1,507.14	\$1,572.14	\$1,638.96
	2.3	\$1,532.80	\$1,597.94	\$1,665.86
	2.4	\$1,559.37	\$1,625.64	\$1,694.73
Level 3	3.1	\$1,587.68	\$1,655.16	\$1,725.50
	3.2	\$1,618.66	\$1,687.45	\$1,759.17
	3.3	\$1,651.30	\$1,721.48	\$1,794.64
	3.4	\$1,683.95	\$1,755.51	\$1,830.12
Level 4	4.1	\$1,716.72	\$1,789.68	\$1,865.75
	4.2	\$1,749.48	\$1,823.83	\$1,901.35
	4.3	\$1,784.52	\$1,860.36	\$1,939.42
	4.4	\$1,823.87	\$1,901.38	\$1,982.19
Level 5	5.1	\$1,863.24	\$1,942.43	\$2,024.98
	5.2	\$1,903.50	\$1,984.40	\$2,068.74
	5.3	\$1,944.34	\$2,026.98	\$2,113.12
Level 6	6.1	\$2,012.73	\$2,098.27	\$2,187.45
	6.2	\$2,081.14	\$2,169.58	\$2,261.79
	6.3	\$2,149.52	\$2,240.87	\$2,336.11
Level 7	7.1	\$2,217.77	\$2,312.02	\$2,410.28
	7.2	\$2,286.01	\$2,383.17	\$2,484.46
	7.3	\$2,354.41	\$2,454.47	\$2,558.78
Level 8	8.1	\$2,436.40	\$2,539.95	\$2,647.90
	8.2	\$2,518.43	\$2,625.47	\$2,737.05
	8.3	\$2,600.43	\$2,710.95	\$2,826.16
	8.4	\$2,677.37	\$2,791.16	\$2,909.78
	8.5	\$2,755.03	\$2,872.11	\$2,994.18
	8.6	\$2,801.73	\$2,920.81	\$3,044.94

## 1.2 Operational Services Section, Division 2, Section 5 of Queensland Local Government Industry (Stream B) Award – State 2017

Levels & Increments	Effective from the first full pay period on or after 1 May 2025	Effective from the first full pay period on or after 1 May 2026	Effective from the first full pay period on or after 1 May 2027
	Per clause 14.1 – 3.5% or \$55 per week increase (whichever is greater)	Per clause 14.1 – 4.25% or \$65 per week increase (whichever is greater)	Per clause 14.1 – 4.25% or \$65 per week increase (whichever is greater)
Level 1	\$1,308.29	\$1,373.29	\$1,438.29
Level 2	\$1,335.88	\$1,400.88	\$1,465.88
Level 3	\$1,350.25	\$1,415.25	\$1,480.25
Level 4	\$1,365.31	\$1,430.31	\$1,495.31
Level 5	\$1,383.90	\$1,448.90	\$1,513.90
Level 6	\$1,418.14	\$1,483.14	\$1,548.14
Level 7	\$1,452.93	\$1,517.93	\$1,582.93
Level 8	\$1,484.54	\$1,549.54	\$1,615.40
Level 9	\$1,507.62	\$1,572.62	\$1,639.46

## 1.3 Engineering Services Section, Division 2, Section 2 of Queensland Local Government Industry (Stream C) Award – State 2017

Levels & Increments	Effective from the first full pay period on or after 1 May 2025	Effective from the first full pay period on or after 1 May 2026	Effective from the first full pay period on or after 1 May 2027
	Per clause 14.1 – 3.5% or \$55 per week increase (whichever is greater)	Per clause 14.1 – 4.25% or \$65 per week increase (whichever is greater)	Per clause 14.1 – 4.25% or \$65 per week increase (whichever is greater)
C7	\$1,659.29	\$1,729.81	\$1,803.33
C8	\$1,532.97	\$1,598.12	\$1,666.04
C9	\$1,498.26	\$1,563.26	\$1,629.70
C10	\$1,465.48	\$1,530.48	\$1,595.53



#### 1.4 Building Trades Services Section, Division 2, Section 1 of Queensland Local Government Industry (Stream C) Award – State 2017

Levels & Increments	Effective from the first full pay period on or after 1 May 2025	Effective from the first full pay period on or after 1 May 2026	Effective from the first full pay period on or after 1 May 2027
	Per clause 14.1 – 3.5% or \$55 per week increase (whichever is greater)	Per clause 14.1 – 4.25% or \$65 per week increase (whichever is greater)	Per clause 14.1 – 4.25% or \$65 per week increase (whichever is greater)
BT 1	\$1,465.48	\$1,530.48	\$1,595.53
BT 2	\$1,498.26	\$1,563.26	\$1,629.70
BT 3	\$1,532.97	\$1,598.12	\$1,666.04

#### 1.5 Hospitality Services Section, Division 2, Section 4 of Queensland Local Government Industry (Stream B) Award – State 2017

Levels & Increments	Effective from the first full pay period on or after 1 May 2025	Effective from the first full pay period on or after 1 May 2026	Effective from the first full pay period on or after 1 May 2027
	Per clause 14.1 – 3.5% or \$55 per week increase (whichever is greater)	Per clause 14.1 – 4.25% or \$65 per week increase (whichever is greater)	Per clause 14.1 – 4.25% or \$65 per week increase (whichever is greater)
HW 1	\$1,269.54	\$1,334.54	\$1,399.54
HW 2	\$1,299.13	\$1,364.13	\$1,429.13
HW 3	\$1,330.49	\$1,395.49	\$1,460.49
HW 4	\$1,373.69	\$1,438.69	\$1,503.69
HW 5	\$1,442.89	\$1,507.89	\$1,572.89
HW 6	\$1,477.29	\$1,542.29	\$1,607.84

#### 1.6 Theatrical Services Section, Division 2, Section 6 of Queensland Local Government Industry (Stream B) Award – State 2017

Levels & Increments	Effective from the first full pay period on or after 1 May 2025	Effective from the first full pay period on or after 1 May 2026	Effective from the first full pay period on or after 1 May 2027
	Per clause 14.1 – 3.5% or \$55 per week increase (whichever is greater)	Per clause 14.1 – 4.25% or \$65 per week increase (whichever is greater)	Per clause 14.1 – 4.25% or \$65 per week increase (whichever is greater)
Theatre Technician	\$1,373.69	\$1,438.69	\$1,503.69

### 1.7 Trainees - Administrative Section, Division 2, Section 1 of Queensland Local Government Industry (Stream A) Award – State 2017

Wage Level *	Effective from the first full pay period on or after 1 May 2025	Effective from the first full pay period on or after 1 May 2026	Effective from the first full pay period on or after 1 May 2027
1 (55% of Level 2.1)	\$814.77	\$850.52	\$886.67
2 (75% of Level 2.1)	\$1,111.05	\$1,159.80	\$1,209.09
* Wage level is determined by the relevant section of the Order – Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003			

### 1.8 Trainees - Operational Services Section, Division 2, Section 5 of Queensland Local Government Industry (Stream B) Award – State 2017

Wage Level *	Effective from the first full pay period on or after 1 May 2025	Effective from the first full pay period on or after 1 May 2026	Effective from the first full pay period on or after 1 May 2027
1 (55% of Level 3)	\$742.64	\$778.39	\$814.14
2 (75% of Level 3)	\$1,012.69	\$1,061.44	\$1,110.19
* Wage level is determined by the relevant section of the Order – Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003			

### 1.9 Apprentices - Operational Services Section, Division 2, Section 5 of Queensland Local Government Industry (Stream B) Award – State 2017

Wage Level *	Effective from the first full pay period on or after 1 May 2025	Effective from the first full pay period on or after 1 May 2026	Effective from the first full pay period on or after 1 May 2027
1 (40% of Level 3)	\$540.10	\$566.10	\$592.10
2 (55% of Level 3)	\$742.64	\$778.39	\$814.14
3 (75% of Level 3)	\$1,012.69	\$1,061.44	\$1,110.19
4 (90% of Level 3)	\$1,215.23	\$1,273.73	\$1,332.23
* Wage level is determined by the relevant section of the Order – Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003			

**1.10 Apprentices (under 21 years of age at the commencement of their apprenticeship) - Engineering and Electrical/Electronic Services, Division 2, Section 2 of Queensland Local Government Industry (Stream C) Award – State 2017**

<b>Wage Level *</b>	<b>Effective from the first full pay period on or after 1 May 2025</b>	<b>Effective from the first full pay period on or after 1 May 2026</b>	<b>Effective from the first full pay period on or after 1 May 2027</b>
1 (40% of C10)	\$586.19	\$612.19	\$638.21
2 (55% of C10)	\$806.01	\$841.76	\$877.54
3 (75% of C10)	\$1,099.11	\$1,147.86	\$1,196.64
4 (90% of C10)	\$1,318.93	\$1,377.43	\$1,435.97
<i>* Wage level is determined by the relevant section of the Order – Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003</i>			

**1.11 Apprentices (21 years of age or older at the commencement of their apprenticeship) – Engineering and Electrical/Electronic Services, Division 2, Section 2 of Queensland Local Government Industry (Stream C) Award – State 2017**

<b>Wage Level *</b>	<b>Effective from the first full pay period on or after 1 May 2025</b>	<b>Effective from the first full pay period on or after 1 May 2026</b>	<b>Effective from the first full pay period on or after 1 May 2027</b>
1 (75% of C10)	\$1,099.11	\$1,147.86	\$1,196.64
2 (80% of C10)	\$1,172.38	\$1,224.38	\$1,276.42
3 (84% of C10)	\$1,231.00	\$1,285.60	\$1,340.24
4 (90% of C10)	\$1,318.93	\$1,377.43	\$1,435.97
<i>* Wage level is determined by the relevant section of the Order – Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003</i>			