

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

**Burke Shire Council**

AND

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

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

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

**Queensland Services, Industrial Union of Employees**

*(Matter No. CB/2026/12)*

**BURKE SHIRE COUNCIL CERTIFIED AGREEMENT 2025**

**Certificate of Approval**

On 23 March 2026, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016 (Qld)*:

**Name of Agreement:** **Burke Shire Council Certified Agreement 2025**

**Parties to the Agreement:**

- Burke Shire Council;
- The Australian Workers' Union of Employees, Queensland;
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees; and
- Queensland Services, Industrial Union of Employees.

**Operative Date:** 23 March 2026

**Nominal Expiry Date:** 25 January 2028

**Previous Agreement:** *Burke Shire Council Certified Agreement 2022*

**Termination Date of Previous Agreement:** 23 March 2026

By the Commission

C. J. GAZENBEEK  
Industrial Commissioner

23 March 2026



# BURKE SHIRE *Council*

**CERTIFIED AGREEMENT 2025**



## TABLE OF CONTENTS

---

PART ONE – ADMINISTRATION AND OPERATIONAL PROVISIONS .....	3
1.1 Title .....	3
1.2 Definitions .....	3
1.3 Date and Period of Operation .....	3
1.4 Application .....	3
1.5 Parties Bound .....	4
1.6 Acknowledgement of Country .....	4
1.7 Renegotiation of Agreement .....	4
1.8 Objectives.....	4
1.9 Relationship to Parent Awards .....	5
1.10 No Extra Claims .....	5
1.11 Industrial Standards .....	5
PART TWO – CONSULTATION AND COMMUNICATION .....	6
2.1 Grievance and Dispute Settlement .....	6
2.2 Joint Consultative Committee.....	7
2.3 Consultation .....	7
2.4 Professional development and training.....	8
2.5 Service Recognition.....	9
2.6 Commitment to Maximising Employment Security.....	9
2.7 Equal Employment Opportunities.....	10
2.8 Health and Wellbeing Commitment .....	10
2.9 Anti Discrimination .....	11
2.10 Bullying, Harassment and Sexual Harassment.....	11
PART THREE – WAGES AND RELATED MATTERS .....	11
3.1 Pay Rates and Classifications .....	11
3.2 Classification and Higher Duties .....	12
3.3 Salary Packaging.....	12
3.4 Allowances .....	13
PART FOUR – WORKING ARRANGEMENTS .....	18
4.1 Flexible Working Arrangements .....	18
4.2 Working from home or remotely.....	18
4.3 Hours of Duty - Span and Arrangement of Hours .....	18
4.4 Transition to Retirement.....	20
4.5 Employment Outside Council .....	20

4.6	Efficient Use of Labour.....	20
PART FIVE – LEAVE.....		21
5.1	Annual Leave.....	21
5.2	Christmas Shut Down.....	21
5.3	Long Service Leave.....	21
5.4	Personal (Sick and Carer’s) Leave.....	22
5.5	Bereavement Leave.....	22
5.6	Compassionate Leave.....	22
5.7	Parental Leave.....	23
5.8	Domestic and Family Violence Leave.....	23
5.9	Special Natural Disaster Leave.....	23
5.10	Emergency Services Leave.....	24
5.11	Special Global Pandemic Leave.....	25
5.12	Absent Without Leave and Abandonment of Employment.....	25
5.13	Leave Portability.....	25
5.14	Absenteeism monitoring.....	25
PART SIX – ADDITIONAL PROVISIONS.....		26
6.1	Uniform and Clothing Allocation and Allowance.....	26
6.2	Redundancy - Retrenchment.....	27
6.3	Opportunities for Permanent Employment.....	27
6.4	Union Encouragement.....	27
6.5	Trade Union Training Leave.....	27
6.6	Superannuation.....	28
6.7	Copy of Agreement.....	28
SCHEDULE 1: Wages.....		29

## **PART ONE – ADMINISTRATION AND OPERATIONAL PROVISIONS**

### **1.1 Title**

This Agreement shall be known as the Burke Shire Council Certified Agreement 2025.

### **1.2 Definitions**

Stream A Award	Stream A Award means the Queensland Local Government Industry (Stream A) Award - State 2017
Stream B Award	Stream B Award means the Queensland Local Government Industry (Stream B) Award - State 2017
Stream C Award	Stream C Award means the Queensland Local Government Industry (Stream C) Award - State 2017
Awards	Awards means the Stream A Award, Stream B Award and Stream C Award as applicable.
QES	QES means the Queensland Employment Standards as set out in Part 3 of Chapter 2 of the Industrial Relations Act, as amended or replaced from time to time
QIRC	Queensland Industrial Relations Commission
Immediate family	A spouse (including husband and/or wife, former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite or same sex of the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis. A child or adult child (including adopted, or step or an ex-nuptial child). Parent or parent-in-law of the employee. Grandparent of the employee or grandparent of the spouse of the employee. Grandchild of the employee or grandchild of the spouse of the employee. Sibling of the employee or sibling of the spouse of the employee. The list of family members provided for in the definition of “Immediate Family” is not exhaustive and Council recognises that this may not meet that of all the cultural groups in Council’s workforce. Management may also grant requests for leave in circumstances where the individual is a person that occupied the same prominence in the employee’s life as a family member identified in the ‘Immediate Family’

### **1.3 Date and Period of Operation**

This agreement will operate from the date of certification by the Queensland Industrial Relations Commission (QIRC). The nominal expiry date of this Agreement shall be twelve (12) months after the effective date of the final wage increase provided under this Agreement, being 25 January 2028. This Agreement replaces all previous Certified Agreements and Administrative Arrangements.

### **1.4 Application**

- 1.4.1 This Agreement applies to the Burke Shire Council (Council) and all its employees except those specifically excluded in this Clause 1.4.2.
- 1.4.2 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 in the overall terms and conditions of employment that would have been applicable to the employee under the Agreement.

### **1.5 Parties Bound**

The Parties to this Agreement are the Burke Shire Council (Council), current and future employees of the Council for whom a classification in this Agreement applies and each of the Unions listed below:

- a) AWUEQ – The Australian Workers’ Union of Employees Queensland
- b) CFMEU - Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- c) PGEU – Plumbers and Gasfitters Employees’ Union Queensland, Union of Employees
- d) QSU - Queensland Services, Industrial Union of Employees

### **1.6 Acknowledgement of Country**

The parties to this Agreement acknowledge the Traditional Owners on whose land we have met to develop this Agreement and pay respect to their elders, both past, present and emerging.

### **1.7 Renegotiation of Agreement**

- 1.7.1. Any Party to this Agreement may propose renegotiation of this Agreement within six months prior to this Agreement’s nominal expiry date.
- 1.7.2. The Parties agree to negotiate collectively in respect of all their employees and negotiations will be held between representatives from Management representing Council, Union workplace representatives, and local Job Delegates/Officials of relevant Unions.
- 1.7.3. In the event that the new Agreement is not finalised within the period before the expiry date, the existing Agreement will continue to operate.

### **1.8 Objectives**

To improve productivity and efficiency at Burke Shire Council in order that Council produces works and services that meet the needs of Council ratepayers and the Burke Shire communities. Through this agreement, the Council is also seeking to foster an environment in which it continually strives to find better and more productive ways of working:

- a) To improve productivity and efficiency at Burke Shire Council in order that Council produces works and services that are competitively priced;
- b) To facilitate greater flexibility of working arrangements within the framework of this Agreement;
- c) To ensure continued Local Government reform, using a consultative approach to enhance high morale;
- d) To promote the training and workplace performance of employees;
- e) To provide where possible and to meet operational needs, career-path opportunities within the capability of Council to do so;
- f) To provide a safe and healthy workplace;
- g) To provide certainty, stability and equity in relation to overall pay increases and conditions for the period of the Agreement;
- h) Maintain sustainable employment levels;

- i) To achieve equitable pay outcomes for all employees;
- j) Through this agreement, the development of strong cooperative relationships between the Council, its employees and the unions bound by this agreement will be facilitated. These relationships will be characterised by openness, transparency, trust, respect, a commitment to effective consultation and preparedness to consider alternative viewpoints;
- k) To enhance the attraction and retention of skilled employees by promoting a positive workplace culture, competitive employment conditions, and opportunities for professional growth and stability;
- l) To provide the mechanism for support for and achievement of the Council’s Vision and Mission Statement that –
  - “In order to achieve the vision for the Shire as stated in Council's Corporate Plan, organisational efficiency, effectiveness and productivity must be improved. The need to strive for continuous improvement in delivery of services in order to remain competitive is also recognised. Council's employees are important players in the achievement of the Shire community's vision and in the associated corporate change process.
  - This Agreement is a commitment by the parties to securing long term benefits and stability for the community, Council and Employees through improvements to quality and productivity.”

## **1.9 Relationship to Parent Awards**

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

- a. Queensland Local Government Industry (Stream A) Award - State 2017
- b. Queensland Local Government Industry (Stream B) Award - State 2017
- c. Queensland Local Government Industry (Stream C) Award - State 2017
- d. Training Award – State 2012
- e. Order - Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003

1.9.2 Where the terms “Award” or “Awards” is used in the Agreement it refers to one or more of the Awards listed above.

1.9.3 Provided that where there is any inconsistency between this Agreement and the above Awards, this Agreement shall prevail to the extent of that inconsistency.

1.9.4 Where this Agreement is silent, the terms of the applicable Award will apply.

## **1.10 No Extra Claims**

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

## **1.11 Industrial Standards**

This Agreement shall not cause any employee to suffer a reduction in current ordinary time earnings, hours of work, annual leave or long service leave.

## **PART TWO – CONSULTATION AND COMMUNICATION**

### **2.1 Grievance and Dispute Settlement**

- 2.1.1 Effective communication between employees and management is a pre-requisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain effective and sound working relationships.  
At each level the People and Culture Manager may be involved as required and should formally be notified of the progress.

#### Level 1:

The grievant must inform their immediate Supervisor/Manager of the grievance. The Supervisor/Manager shall document the grievance in writing. At any time, the employee can discuss matters with the employee's union representative. The Supervisor/Manager is responsible for investigating and attempting to resolve the grievance within twenty-four (24) hours where possible, with a maximum of seven (7) days, with appropriate feedback provided to the employee.

If the grievant is unable to discuss the grievance with their Supervisor/Manager because they are implicated in the grievance, the complainant may commence the procedure at Level 2. For grievances involving unlawful behaviour or workplace health and safety concerns, the People and Culture Manager or Workplace Health & Safety (WHS) Coordinator (respectively) must be involved, as specialist knowledge is usually required. If the matter involves sexual harassment, the grievance will be referred to the CEO.

#### Level 2:

If the grievance still remains unresolved, the employee may refer the grievance to the relevant Director, who will obtain information collected to date and will attempt to resolve the grievance, within forty-eight (48) hours where possible, with a maximum of seven (7) days.

#### Level 3:

At this level, the grievance is referred to the Chief Executive Officer who will, within fourteen (14) calendar days, aim to finalise the grievance. If the matter remains unresolved past this timeframe either party may refer it to an accredited mediator or other external agency or the QIRC for resolution.

- 2.1.2 Continuation of work while grievance is being processed  
During the dispute the status quo existing immediately prior to the matter giving rise to the dispute will remain and work shall continue as it was prior to the dispute without stoppage or the imposition of a ban, limitation or restriction. However, where the dispute involves a bona fide health and safety issue, affected employees shall not work in the unsafe environment but shall accept reassignment to alternative works / work environment in the meantime.
- 2.1.3 Queensland Workplace Health and Safety legislation shall apply.

- 2.1.4 At any time through the process, an employee can engage their union or chosen representative to represent them.
- 2.1.5 In circumstances where Council's grievance procedure does not resolve the complaint, at any stage either party may refer the matter to the QIRC for conciliation and, where appropriate, arbitration.

## **2.2 Joint Consultative Committee**

- 2.2.1 It is agreed that the Joint Consultative Committee (JCC) as established will continue to meet as deemed necessary by the JCC subject to there being at least six meetings per year.
- 2.2.2 The JCC will be made up of Management Representatives as determined by Council's Chief Executive Officer, plus recognised workplace delegates and Officials of Unions who are party to this Agreement, plus workplace representatives from nominated workplaces which are at least reflective of the representation of the work areas representatives who participated in negotiating this Agreement.
- 2.2.3 There is no limit to the number of people whom the JCC can invite to any meeting.
- 2.2.4 The JCC is a consultative forum not a decision-making forum.
- 2.2.5 It is agreed that the JCC will have a broad Charter which can include any topic relevant to employment and workplace issues.

## **2.3 Consultation**

- 2.3.1 Council will consult with employees before making a decision likely to be of particular significance to the employees.
- 2.3.2 Council will notify employees who may be affected by the proposed changes and, where relevant, their union/s.
- 2.3.3 'Significant effects' includes, but is not limited to, termination of employment; major changes in the composition, operation or size of the Council workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- 2.3.4 Where the Award makes provision for alteration of any of the matters referred to in clauses 2.3.1 and 2.3.2 an alteration shall be deemed not to have significant effect.
- 2.3.5 Council shall consult the employees affected and their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- 2.3.6 For such consultation Council shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- 2.3.7 Notwithstanding the provision of clause 2.3.6 the Council shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

2.3.8 Employees and their union/s will be invited to provide feedback on Council's proposal including options which will include ways to avoid or minimise the effects of the proposed changes.

## **2.4 Professional development and training**

2.4.1 The parties recognise that in order to increase the efficiency and productivity of the Council a significant commitment to structured training and skill development is required. Council commits to:

- a) Developing a more highly skilled and flexible workforce; and
- b) Providing employees with career opportunities through appropriate structured training based on nationally accredited competencies and curriculum.

2.4.2 Council will develop a training budget as part of each year's Council budget identifying specific budgets for Inside and Outside employees.

2.4.3 Employees may apply for professional learning opportunities and approval will be at the discretion of the line Manager in accordance with the delegated authority and will generally only be considered after 6 months of service. Where an application is declined, the employee may appeal the decision to the relevant Director, Chief Executive Officer, or People and Culture Manager for review.

2.4.4 It is agreed that such training be subject to the training being undertaken in a field which is part of Council functions and it is a requirement for employees to utilize such training, at present or into the future.

2.4.5 All workgroups that work remotely will have a least one employee who holds a current First Aid Certificate.

2.4.6 Particular occupations require the possession of relevant licences and certificates of competency. All employees will be required by the Council to obtain and to maintain the necessary registration and licences relevant to the position that such employee would normally be required to hold in order to fulfil their position (i.e. Drivers Licence, Relevant Truck Licence, Trade Certificates etc.) at no cost to Council.

2.4.7 However, the Council shall cover the training and ongoing licence or operator's ticket costs of employees who are required as part of their job with the Council to drive or operate identified machinery and/or equipment, or hold specific licences/competencies.

2.4.8 If Council requires the employee to hold any additional and/or specific licences/registrations/certificates relevant to their position they shall be obtained at no cost to the employee.

2.4.9 Employees who lose their licences and/or certificate of competencies shall have their circumstances dealt with in accordance with the provisions of the Code of Conduct and relevant policies.

2.4.10 It is further agreed between the parties that training may be conducted in-house or by a recognised training provider, both on and off the job, and may be held either inside or outside normal working hours.

2.4.11 The parties also recognise that employees with limited reading, writing or computer skills must not be disadvantaged and should be supported through inclusive practices, access to training, and equitable opportunities for participation and advancement.

2.4.12 Where there are three (3) or more tradespersons employed within a particular workgroup or trade area, Council will make all reasonable efforts to ensure that at least one (1) apprentice is engaged in that group.

## **2.5 Service Recognition**

Council values employees' commitment to long service and enjoys recognizing those who have achieved key milestones with the organization.

Years of Service presentations are held each year, at Council's Christmas party, and employees are presented a gift voucher and certificate by the CEO and Mayor.

These milestones are:

- 5 Years Service - \$100
- 10 Years Service - \$200
- 20 Years Service - \$300
- 30 Years Service - \$450
- 40 Years Service - \$600
- 45 Years Service - \$675
- 50 Years Service - \$750

## **2.6 Commitment to Maximising Employment Security**

2.6.1 The parties agree that unless emergency financial circumstances exist, simple job reduction is not to be undertaken as a first source of efficiencies without exhausting all reasonable other possibilities including access to technology and business and operational improvements. The Parties agree that Council has the right to change its overall numbers in the light of technology and business and operational process improvements.

2.6.2 The parties are therefore committed to continually making attempts to improving the job security of employees by:

- a) Training and educating employees and providing retraining where appropriate;
- b) Career development and equal opportunity;
- c) Using natural attrition and reallocation after consultation in preference to retrenchment or redundancy;
- d) Timely advice to the parties and employees about any significant reallocation of labour; and
- e) The Council continuing to manage its workforce in order to minimise the need for involuntary labour reductions in the future.
- f) Council will take steps to ensure that it has the benefit of a stable and committed workforce. Forced Redundancies are not perceived during the life of this agreement, however, before an employee is made redundant, council will offer the following alternatives:
  - i Voluntary Redundancy;
  - ii Retraining / Redeployment;
  - iii Such steps shall include measures to increase the security of employees' employment;

2.6.3 The parties recognise that the Council may require the use of contractors to carry out council work in the following circumstances:

- a) Where the work volume is beyond the capacity of Council resources or existing staff;

- b) Where the type of work or specialisation required is beyond the capacity of Council resources or existing staff;
  - c) Where, on a 'like for like' basis, it is more cost effective to deliver equivalent quantity and quality services;
- 2.6.4 Council will consult with the Joint Consultative Committee with details of this usage and the basis on which the decision to contract is made. Management will give due consideration to any recommendations that are made by the Committee.
- 2.6.5 Subject to these provisions, contractors and/or their employees will not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed.
- 2.6.6 The use of contractors/labour hire personnel will be managed in a manner that ensures the best business needs are met without eroding the job security of existing permanent employees.

## **2.7 Equal Employment Opportunities**

- 2.7.1 Burke Shire Council is committed to the principles of Equal Employment Opportunity and to providing a workplace that is fair, inclusive, safe and free from unlawful discrimination, harassment and victimisation.
- 2.7.2 Council will ensure that all employment-related decisions, including recruitment, selection, promotion, training, development, performance management and termination, are based on merit and work-related requirements.
- 2.7.3 Council is committed to equal remuneration for work of equal or comparable value.
- 2.7.4 Employees will be treated equitably and with respect, and will have equal access to employment opportunities regardless of personal attributes protected under the Anti-Discrimination Act 1991 (Qld), the Fair Work Act 2009 (Cth), or any other applicable legislation.
- 2.7.5 Nothing in this clause prevents Council from implementing lawful measures or initiatives that are designed to achieve substantive equality or to address disadvantage, consistent with relevant legislation.

## **2.8 Health and Wellbeing Commitment**

- 2.8.1 Council will continue to demonstrate its commitment to safe work practices and support employee's wellbeing through:
- 2.8.2 Developing and implementing a Human Resources Strategy that benefit both employees and the business;
- 2.8.3 Council will endeavour to implement health and wellbeing initiatives in the workplace;
- 2.8.4 Understanding and recognition of mental health and psychosocial factors of all employees and focus on proactive actions to support employees experiencing mental health conditions;
- 2.8.5 Education through relevant staff meeting and external presenters to support health and wellbeing in the workplace and at home; and
- 2.8.6 Providing training to supervisors and employees to better support people experiencing Domestic and Family Violence.
- 2.8.7 Providing access to Council's Employee Assistance Program.

## 2.9 Anti Discrimination

The parties to this Agreement agree that it is their intention to give effect to, and be guided by, the objects of the Anti-Discrimination Act 1991 (Qld).

In particular, the parties commit to respecting and valuing the diversity of the workforce and to helping prevent and eliminate discrimination in the workplace on the basis of race, colour, sex, sexual orientation, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, culture, political belief or activity, national extraction or social origin, as well as any other attributes protected under applicable Commonwealth or State anti-discrimination legislation.

## 2.10 Bullying, Harassment and Sexual Harassment

Council and its employees are committed to the elimination of violence, aggression and bullying in the workplace. To achieve this, the Council and its employees will continue to develop, implement and support policy, procedures and training to prevent and address workplace bullying, harassment and sexual harassment. Council will ensure that reasonable mechanisms are in place for identifying incidences of bullying, harassment and/or sexual harassment, and when it is identified, Council will ensure all necessary steps are taken to prevent further incidents from occurring. All employees are expected to contribute to a safe and respectful workplace and must not engage in bullying, harassment or sexual harassment under any circumstances.

## PART THREE – WAGES AND RELATED MATTERS

### 3.1 Pay Rates and Classifications

3.1.1 The wages specified in Schedule 1 will increase as follows:

Year	Effective Date	Increase	Notes
2025	27/01/2025	4.5% total (3% already applied + 1.5% back paid)	1.5% back paid to 27 January 2025
2026	26/01/2026	4% or CPI, capped at 5%	Higher of 4% or CPI, CPI capped at 5%
2027	25/01/2027	4% or CPI, capped at 5%	Higher of 4% or CPI, capped at 5%

(\*) Australian Bureau of Statistics Consumer Price Index Australia, All Groups, Brisbane, December quarter. CPI increases will be assessed and reviewed annually in accordance with this clause and as such have not been included in Schedule 1.

- 3.1.2 In addition to the employer superannuation contribution that would otherwise be legally required to be paid to each employee, Council will pay an additional 0.5% contribution for the life of the Agreement.
- 3.1.3 Employees will be paid fortnightly.
- 3.1.4 Employees should make all efforts to fill in a timesheet on a daily basis. If a timesheet is not received in the allotted time as directed by Council, then the employee will be paid their relevant rate as per this Agreement. Any additional allowances or overtime will be paid in the next pay period.
- 3.1.5 A part-time employee may, subject to mutual agreement and reasonable notice, be requested to work additional hours, up to the daily ordinary hours of a full-time employee, in which case the additional hours worked will be paid as ordinary time. All work performed

by a part time employee that is outside the ordinary hours of a full-time employee shall be paid at the applicable overtime rate or accumulated as Time Off in Lieu (TOIL).

## **3.2 Classification and Higher Duties**

### **3.2.1 This clause applies to employees engaged under Stream B – Building Trades (BT)**

Classification Relativities

- a) BT1 – For tradespersons with less than 12 months' experience only. Automatic progression to BT2 after 12 months' satisfactory service.
- b) BT2 – Minimum entry level for licensed and experienced tradespersons.

### **3.2.2 Apprenticeship Wage Rates: Apprentices shall be paid as a percentage of the ordinary weekly rate of pay for the relevant trade-qualified classification in this Agreement as follows:**

- 1st Year – 55%
- 2nd Year – 65%
- 3rd Year – 75%
- 4th Year – 90%

These percentages apply to the base rate only and exclude allowances, penalties, and overtime, which will be paid in addition where applicable.

### **3.2.3 Higher Duties**

#### **a. Short-Term Appointments:**

An employee who is primarily engaged on the duties and responsibilities of a higher classification level for a total of more than four (4) hours on any day shall be paid the rate applicable to that higher level for the entire day. This includes short-term daily appointments to cover absences or operational needs.

Where the higher duties performed are for less than four (4) hours, payment of a higher duties allowance may only occur where prior written approval has been obtained from the relevant supervisor or manager. In such cases, the employee shall be paid a minimum of four (4) hours at the higher duties rate. This provision is intended for planned or operationally critical short-term coverage.

#### **b. Extended Appointments:**

Where an employee is formally appointed to perform higher duties for a period exceeding five (5) consecutive working days, they shall be paid the rate applicable to the higher level classification for the entire period of the appointment.

## **3.3 Salary Packaging**

### **3.3.1 Employees may participate in salary packaging arrangements, (commonly referred to as "salary sacrifice") including but not limited to superannuation contributions, rent, motor vehicles under a novated lease arrangement or other benefits provided the arrangements:**

- a. comply with the Australian Taxation Officer and Superannuation guidelines; and
- b. result in no additional cost to the Council including but not limited to GST, FBT and administration.

### **3.3.2 Council encourages employees to seek independent financial advice prior to entering into any salary sacrifice arrangements. The relevant Union may provide access to a financial advisor or the relevant superannuation fund may provide this financial advice. Proof of such**

advice may be requested by Council. To facilitate this, a written “salary sacrifice” agreement must be implemented to allow such deductions from “before tax” pay.

- 3.3.3 The parties agree that the Council will not be responsible for the provision of any financial or taxation advice to an employee in regard to any salary sacrifice proposal and that the Council will not accept any liability in the event that any salary sacrifice proposal does not produce the financial benefit expected by an employee.

### **3.4 Allowances**

- 3.4.1 All allowances will be paid in accordance with the applicable Award except as specified in this clause.

#### **3.4.2 Indexation of Allowances**

- a) All monetary allowances listed in this Agreement, including Remote Allowance, Field Employee Allowance, On-Call Allowance and Camp Allowance, shall be increased annually from 26 January 2026 by the same percentage rate as the general wage increase applicable for that year, as prescribed in clause 3.1.1.
- b) The allowance rates contained in this Agreement shall be back paid to 30 August 2025, being the expiry date of the Burke Shire Council Certified Agreement 2022.

#### **3.4.3 Burke Shire Council Remote Allowance**

- a) All Council employees shall receive a Burke Shire Council Remote Allowance. This allowance will be paid in accordance with Division 2 – Section 1 – Schedule 2 of the Queensland Local Government (Stream A) Award – State 2017, except as provided below:
- b) The Full Rate shall be \$250.80 per fortnight. This rate applies to employees with dependent spouse/partner or dependent children under the age of 18 earning less than the annual equivalent of the Queensland Minimum Wage.
- c) The Single Rate shall be \$125.40 per fortnight. This rate applies to employees with no dependent spouse/partner or dependent children under the age of 16.
- d) With respect to 3.2.2 b) and c), a dependent spouse is a person of the same or opposite sex who:
  - i Earns less than the Queensland Minimum Wage, including any pension or other government benefits; and either
  - ii Is in a relationship with the employee that was registered under a prescribed state or territory law (i.e. marriage, civil union); or
  - iii Although not legally married to the employee, lives with them on a genuine domestic basis in a relationship as a couple (i.e. de facto);
- e) A dependent child is a person who:
  - i Earns less than the Queensland Minimum Wage; and
  - ii Is under 16 years of age; and
  - iii Resides with the employee; or
  - iv The employee provides direct or indirect support towards the care of the child (financial or in-kind); and
  - v The employee provides regular care of the child; and
  - vi The employee has ongoing involvement in decision making which affects the child; Or

- vii Is a natural, adopted, step, or foster child who is 15-24 years of age and who attends a secondary or tertiary educational institution as a full-time student and for whom there is no identified partner or child of his/her own usually resident in the same household.
- f) Employees in receipt of Burke Shire Council Remote Allowance shall be ineligible to be paid any other Award Locality and District or Divisional Allowance however expressed.
- g) Council undertakes to consider the circumstances of each individual employee in the implementation of this allowance to ensure the employee receives the correct entitlement. Council will vary the “dependency” status of this Allowance to any employee whose circumstances change.
- h) This allowance applied to all employees including Casuals on the following basis:
  - i Payment to Part Time and Casual employees will be pro rata to the fortnightly rate as a proportion of full time hours normally worked.
  - ii The full rate will not apply to a spouse or partner whom is already receiving a similar specialized Locality Allowance or equivalent benefit from their respective employer
  - iii It shall be the employee’s responsibility to advise of any changes to their particular circumstances. A two-month time limit will apply for advice of any changes.
  - iv This allowance will be paid during any paid leave taken by an employee
  - v This allowance will not be paid for any period of leave without pay taken by an employee.

#### 3.4.4 Burke Shire Council Field Employees Allowance

- a) Employees in classifications covered by the Stream B Award and the Stream C Award will be paid the Burke Shire Council Field employees’ allowance. This allowance will also be paid to employees in classifications covered by the Stream A Award who supervise Stream B and C employees.
- b) The Burke Shire Council Field Employees Allowance will be paid at the Rate of \$45 per week for all purposes.
- c) Payment to Part Time and Casual employees will be pro rata to the fortnightly rate as a proportion of full-time hours normally worked.
- d) Employees in receipt of the Burke Shire Council Field Employees Allowance will be ineligible to be paid any Award allowances listed in all Sections in the Division 2 - Clause 13 of the relevant Award except those specifically listed immediately in this sub clause below:
  - i Queensland Local Government Industry (Stream A) Award - State 2017 - Division 2 – Section 1 – Clause 13
    - Work in the rain
    - Work under extraordinarily difficult or unpleasant conditions (paid as per Live Sewer Allowance in clause 3.4.5)
  - ii Queensland Local Government Industry (Stream B) Award - State 2017 - Division 2 – Section 5 – Clause 13
    - Live Sewer Work Allowance

- First Aid Attendant
  - Leading Hand Allowance
  - Tool Allowance
  - Working in Rain Allowance
  - Toilet Cleaning Allowance, pro rata
- iii Queensland Local Government Industry (Stream C) Award - State 2017 -  
Division 4 – Section 1 – Clause 13
- First Aid Allowance
  - Leading Hand Allowance
  - Work under unpleasant conditions
  - Tool Allowance
  - Working in Rain Allowance
- iv Queensland Local Government Industry (Stream C) Award - State 2017 -  
Division 4 – Section 2 – Clause 13
- First Aid Allowance
  - Leading Hand Allowance
  - Live Sewer Work
  - Tool Allowance
  - Working in Rain Allowance
- e) It is agreed that for the payment of Working in Rain Allowance it is a requirement for employees to be specifically directed to work in the rain or be required to make a workplace safe for payment of this allowance to occur. Additionally, if an employee's clothes become wet due to being caught in the rain while on duty, the Working in Rain Allowance will be applicable in accordance with this clause.

#### 3.4.5 Live Sewer Allowance

- a) This allowance does not apply to water and wastewater operators whilst physically working at a sewerage treatment plant where not undertaking live sewer works as defined below.
- b) Any Employee who is required to undertake live sewer work shall be paid at the rate of time and one-half for the time engaged in such work.
- c) During overtime or on weekends or public holidays employees shall be paid half of the ordinary hourly rate in addition to the relevant overtime, weekend or public holiday rate for all time engaged on live sewer work.
- d) Employees who are on any day required to carry out work in connection with the release of blockages in sewerage lines, septic tanks and connections thereto shall be paid not less than 4 hours at the appropriate rates.
- e) Definition of Live Sewer Work:  
Live sewer work means work carried out where there is direct contact with a sewer through which sewerage is flowing, or work in connection with septic tanks and cleaning of anything that is contaminated with sewerage. This includes exposure to aerial contaminants, fumes, vapours, or offensive odours emanating from live sewers, septic systems, wet wells, septic tanks, drains, or associated infrastructure.

This does not include the direct cleaning of toilets where the raw sewerage is contained within the toilet bowl.

- f) For the avoidance of doubt for 'direct contact' or 'exposure' to apply, the following criteria must be met:
- i. The Employee must be working in direct support of another Employee who is directly physically exposed to live sewerage and only for the period that the direct physical exposure exists; and/or
  - ii. The work requires the Employee to be in direct physical contact with tools, parts or fittings being used for the live sewer work at that time; and/or
  - iii. The Employee is required to place some part of their body into the excavation or other confined space where the direct physical exposure exists to complete the assigned task properly and safely; and/or
  - iv. The employee, while working, is exposed to aerial contaminants, including fumes, vapours, or offensive odours emanating from live sewer systems, wet wells, septic tanks, drains, or associated infrastructure such that a reasonable person would deem it to present an unpleasant or unsafe working environment.

#### 3.4.6 Overtime Meal Allowance

All employees required to continue work after the normal ceasing time on any day shall be entitled to a 30-minute paid meal break with a meal allowance paid after 10 or more hours are worked, at the relevant Award rate.

#### 3.4.7 On call allowance

- a) To ensure efficient and effective services to the community, Council may require employees to participate in an on-call roster within their area of work.
- b) An employee who is on-call and being paid the on-call allowance shall be entitled to a minimum payment equivalent to three hours, at the applicable rate, for the first call out. The minimum payment shall only apply to the first call out. Any subsequent call outs will be paid for at the time worked at the applicable rate.
- c) To be eligible to receive the on-call allowance an employee directed to remain on call must be able to be contacted, be in a fit state to perform work and be able to respond within a reasonable timeframe.
- d) Weeknights (Monday to Thursday):  
The allowance applies from the end of the employee's ordinary working hours until the commencement of ordinary hours on the following day.  
*Example: 3:30pm to 7:00am.*
- e) Weekends/ Public Holidays (Thursday to Sunday):  
The allowance applies for each 24-hour period or part thereof, commencing from the end of ordinary hours on Friday until the commencement of ordinary hours on Monday, and for each full day on a Public Holiday.  
*Example: 3:30pm Friday to 3:30pm Saturday = one allowance.*
- f) Remote Call Out:  
Where an employee is on-call and does not leave home to attend to a situation (for example, where the matter is resolved by telephone, laptop, or other device), they

will be paid a minimum of one (1) hour at ordinary time. The applicable hourly rate will otherwise be in accordance with the relevant Award for the actual time worked.

- g) The following On Call Allowance shall apply for all employees:
- Weeknights (Monday to Thursday): \$30 per day
  - Weekends / Public Holidays (Friday - Sunday and Public Holidays): \$75 per day, plus one day of annual leave credited for each Public Holiday on which the employee is required to remain on-call.

#### 3.4.8 Recall to Work

- a) If an employee is not being paid an on-call allowance and is recalled to work overtime on one of their ordinary working days, the employee shall be entitled to a minimum payment of:
- i. 3 hours at the applicable overtime rate for Stream A employees; or
  - ii. 4 hours at the applicable overtime rate for Stream B and C employees
- b) Any subsequent call outs will not incur the minimum payment and will be paid at the applicable overtime rate for actual time worked.
- c) Where an employee is recalled to attend to a further call out, within the initial minimum payment period, no further payments will be made. Minimum payments will not apply where the overtime worked is in connection with the commencement or end of an employee's ordinary work day.

#### 3.4.9 Camp Allowance

- a) The provisions of the Queensland Local Government Industry (Stream B) Award – State 2017 Division 2 – Section 5 - Clause 35 Camp Allowance and Accommodation will apply to all employees under this Agreement except as varied elsewhere in this Clause in lieu of all other Award Clauses.
- b) Where it is necessary for an employee to live in a camp provided by Council, such employee shall be paid the following Camp Allowance payments in lieu of the rates specified in the Award:
- i. Where Council supplies accommodation and meals, \$30 per night.
  - ii. Where Council supplies accommodation only, \$85 per night.
  - iii. Where Council supplied accommodation only, at the Gregory Depot, \$112 per night.
  - iv. Where no accommodation and no meals are supplied (swag/rough camp); \$140 per night.
- c) Approved Council accommodation include the following sites:
- i. Gregory depot (once upgraded to acceptable standard)
  - ii. Adels Grove
  - iii. Hells Gate Roadhouse
  - iv. Gregory Downs Hotel

## **PART FOUR – WORKING ARRANGEMENTS**

### **4.1 Flexible Working Arrangements**

4.1.1 It is agreed between the Council, employees and the relevant Union that employees by mutual agreement and in writing may:

- a) Change their starting and finishing times of work;
- b) Work flexible hours in accord with Award provisions;
- c) Work from home or remotely;
- d) Employee secondments;
- e) Implement staggered starting times;
- f) Where specific Council operational needs and circumstances require, may work a 10/4 roster consisting of 10 working days straight and 4 days off. The 10 working days being of 10 hours duration, consisting of 7.6 hours normal time and 2.4 hours at time and a half. Other rosters may also be worked. Weekends and Public holidays to be catered for as per the Award.

### **4.2 Working from home or remotely**

Home-based working arrangements may be initiated by the employee or management and must be mutually agreed. The employee's terms and conditions of employment including statutory provisions such as work health and safety and workers compensation, will continue to apply to the home-based work site.

Not all positions are suitable for home-based work. To assess the suitability of home-based work, the employee needs to complete a Request for Flexible Work. Eligibility is determined in accordance with the following factors:

- Systems required to perform the employee's role;
- The amount of customer or other contact required in the employee's role;
- The nature of the work performed;
- Working arrangements / requirements from other members of the department;
- Whether the employee's home is appropriate to allow effective, secure and safe working;  
and
- Any other relevant considerations.

### **4.3 Hours of Duty - Span and Arrangement of Hours**

It is agreed that Working Hours shall be such that maximum productivity and efficiency is attained and maintained. Notwithstanding the provisions of the Awards cited herein, it is agreed that:

#### **4.3.1 Span of Hours**

The daily spread of hours for all employees engaged by Council shall be in accordance with the relevant Award.

#### **4.3.2 Ordinary Hours of Work**

The ordinary hours of work for full time Stream A employees shall be 36.25 hours per week.

The ordinary hours of work for full time Stream B and C employees shall be 38 hours per week.

#### 4.3.3 Rostered Days Off

- a) Council shall operate a 19-day month to enable all full-time employees to accrue one Rostered Day Off (RDO) per month.
- b) Stream A employees will work 145 hours over a 19 day cycle which equates to 7 hours 38 minutes (7.63 hours) per day.
- c) Stream B and C employees will work 152 hours over a 19 day cycle which equates to 8 hours per day.
- d) To maintain service levels, RDO's shall be taken on a rostered basis, on any week day.
- e) Where an RDO cannot be taken on the rostered day, the RDO shall be banked and taken on another day as agreed between the employee and their supervisor.
- f) Banked RDO's should not exceed 76 hours.
- g) Banked RDOs should be taken as soon as operationally possible, where mutually agreed, and should be taken within six (6) months of being banked. Banked RDOs must be taken before an employee can take annual or long service leave.
- h) Employees shall accrue RDOs during periods of paid leave at the same rate as when they work ordinary hours.
- i) Rostered days off are not accrued during periods of leave without pay.
- j) Rostered days off can only be taken where the employee has accrued sufficient time.

#### 4.3.4 Employees Supervising Other Award Employees

A Supervisor who is covered by the Stream A Award, hours prescribed in clause 4.3.2, who is required to work 38 hours per week to supervise employees covered by the Stream B and Stream C Awards, shall be paid at the ordinary rate of pay for the full 38 hours worked. For the purpose of calculating the ordinary hourly rate of such supervisors, the divisor used shall be 36.25 at their base hourly rate.

#### 4.3.5 Travelling Time

- a. Travel time must be approved prior to commencement of travel.
- b. All approved travel time spent travelling to training and/or conferences:
  - i. during the employee's Ordinary Hours of work will be paid for as ordinary hours; and
  - ii. outside of the employee's ordinary hours of work or outside the span of hours will be treated as TOIL accrued at the rate of one hour per hour travelled.
  - iii. travel on weekends or public holidays will be paid in accordance with the applicable Award.

#### 4.3.6 Overtime and Time Off in Lieu of Approved Overtime

- a) Employees must have approval prior to working any overtime, whether or not that overtime may be converted to TOIL.
- b) All employees who are directed to work overtime may elect to claim time in lieu instead of payment for that overtime for the equivalent time worked. The parties

recognise that such time in lieu should be for a particular purpose and not exceed 76 hours or be paid at the overtime rates that would otherwise apply.

- c) Where an employee is in receipt of salary equal to or in excess of the first increment Stream A Level 6.1, extra time worked must be accrued as TOIL up to the maximum hours listed in the above clause. However, in exceptional circumstances paid overtime may be approved for special projects or one-off operational tasks where overtime payment can be justified and has been included in the annual budget. In these circumstances preapproval must be obtained in writing from the employees Director or the CEO.
- d) Accrued time in lieu shall be used prior to any annual or long service leave being used.

#### **4.4 Transition to Retirement**

- 4.4.1 Transition to retirement arrangements may be made available to those Employees approaching full time retirement from the workforce and who may request a transition period to retirement. A transition to retirement period may assist the transfer of corporate knowledge and skills and provide guidance and mentoring to other Employees prior to retirement, for the mutual benefit of the Employee and Council.
- 4.4.2 A transition to retirement period could entail the utilisation of flexible work options to allow an Employee to reduce their work hours/days to an agreed number, provided operational requirements are able to be met. In doing so, Council will give favourable consideration to the utilisation of Annual Leave and Long Service Leave entitlements, in a manner which would not otherwise be available. For example, this could include taking leave at the rate of one (1) or two (2) days per week over an extended period.

#### **4.5 Employment Outside Council**

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

Upon application for consent by an employee, Council may, at its sole discretion, expressly prohibit an employee from taking up and/or engaging in secondary employment or other contract work if Council reasonably considers a health and safety (fatigue) issue may arise or conflict of interest may exist with current Council duties performed by the employee. Should the secondary employment request be refused, Council will provide a written response with the reasons for refusal.

#### **4.6 Efficient Use of Labour**

An employee may be required by the Council to carry out such duties as are reasonably within the limits of the employee's skill, competence and training, provided such duties are not designed to promote deskilling nor result in any reduction in remuneration.

## **PART FIVE – LEAVE**

### **5.1 Annual Leave**

- 5.1.1 Employees (other than a casual employee) are entitled to five (5) weeks annual leave each year plus Annual Leave Loading of 17.5%.
- 5.1.2 Where an employee has an excessive annual leave balance, more than 50 days, Council may request the employee to take paid annual leave.
  - a. As a first step, the employee and their Supervisor will negotiate a suitable annual leave plan.
  - b. Should mutual agreement not be reached, the dispute resolution process will commence.
- 5.1.2 All other annual leave arrangements for all employees shall be in accord with the Award.

### **5.2 Christmas Shut Down**

- 5.2.1 Each year Council will have a Christmas Shutdown. This shutdown will commence annually following the close of business on the Friday prior to Christmas Day and end on the first Tuesday following after New Year's Day. The specific commencement and end days of this closedown will be determined by Council and advised to employees no later than 1 July each year for the following Christmas period.
- 5.2.2 In determining the shut down period Council will also determine roles that will not participate in the shut down to ensure continuity of essential services of Council over the Shut Down period. Council will consult with employees to determine which roles will be required to work through the Christmas Shut Down Period. If agreement cannot be reached Council will determine employees who are not to participate in the Christmas shut down and advise these employees by 1 September prior to the shut down period.
- 5.2.3 Employees are expected to take accrued leave (i.e. Annual Leave, TOIL, RDOs or a combination thereof) during the Christmas Shut Down period.
- 5.2.4 Employees without accrued leave, whether this is due to all leave being taken prior to the Christmas Shut Down period, or because the employee has not worked for Council long enough to accrued sufficient leave, will be required to take unpaid leave for any time during the Christmas Shut Down period for which they do not have accrued leave available. Employees may apply to take pro rata leave accruals to cover Christmas Shut Periods.

### **5.3 Long Service Leave**

- 5.3.1 Long service leave entitlements for all employees will be 13 weeks after 10 years.
- 5.3.2 Accrual shall be at 1.3 weeks per full time equivalent year of service.
- 5.3.3 All employees with more than 7 years' continuous service within Local Government Queensland will become entitled to long service leave and access pro-rata long service leave entitlements. An employee who is terminated for serious disciplinary reasons shall not be entitled to payout of long service leave accrued prior to 10 years of service.
- 5.3.4 All other Long Service Leave entitlements shall be in accordance with the Division 6 of the QES.
- 5.3.5 The Council and an employee may agree that the employee may be paid part of their entitlement to long service leave instead of taking the leave where an employee requests

the payment due to hardship. Prior to this payment being made the employee and CEO will sign an agreement allowing for the payment to be made.

- 5.3.6 An employee may cash out an amount of Long Service Leave that would not see their leave balance fall below 4 weeks.

#### **5.4 Personal (Sick and Carer's) Leave**

- 5.4.1 All full and part time employees are entitled to 15 days personal leave per annum, pro-rata for part time employees.
- 5.4.2 If an employee is absent from work due to personal leave, he/she must contact their immediate supervisor 30 minutes prior to their usual commencement time, or as soon as reasonably practicable. Failure to notify may result in non-approval of personal leave and absence being classed as leave without pay.
- 5.4.3 Council may require reasonable evidence to support the reason(s) for any absence. If such evidence is required, it must be supplied as soon as reasonably practicable. The employee must provide a medical certificate or other evidence that would satisfy a reasonable person that the leave is taken for sick /carer's reasons, such as a statutory declaration.
- 5.4.4 Evidence shall always be required if the period of absence is for more than two consecutive working days.
- 5.4.5 Employee's who have a long-term illness which results in their being absent from work for more than two (2) weeks will be required to provide a clearance from their treating Doctor or Specialist.
- 5.4.6 Where an employee becomes ill or injured during a period of approved annual leave or Long Service Leave, they may apply to have the relevant portion of the leave reclassified as personal (sick) leave. This substitution will only apply to absences of more than two consecutive working days, and must be supported by satisfactory medical evidence.
- 5.4.7 All other personal leave entitlements shall be in accordance with Division 4 of the QES.

#### **5.5 Bereavement Leave**

In addition to their entitlements under the Queensland Employment Standards, being three days of paid leave on each occasion when—

- a) a member of the employee's immediate family (as per definition under clause 1.2) or household dies; or
- b) the employee, or the employee's spouse, is pregnant and the pregnancy ends other than by the birth of a living child;
- c) Employees will be entitled on to an additional 3 days bereavement leave deducted from accumulated personal leave balances with CEO approval.

#### **5.6 Compassionate Leave**

In addition to their entitlements under the Queensland Employment Standards, being three days of paid leave on each occasion when a member of the employee's immediate family (as per definition under clause 1.2) or household—

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

- c) Employees will be entitled on to an additional 3 days compassionate leave deducted from accumulated personal leave balances with CEO approval.

## **5.7 Parental Leave**

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

## **5.8 Domestic and Family Violence Leave**

- 5.8.1 All Parties to this agreement are committed to providing appropriate safety and support measures to those affected by domestic and family violence.
- 5.8.2 All employees will be supported to access the benefits including leave entitlements provided in Part 3 Division 7 – Domestic and Family Violence Leave of the Industrial Relations Act 2016.
- 5.8.3 An employee, , experiencing domestic and family violence will have access to up to ten (10) days per year of paid Domestic and Family Violence Leave for medical appointments, legal proceedings and other activities related to domestic and family violence. Additional leave may be granted, subject to the approval of the Chief Executive Officer.
- 5.8.4 With CEO approval, an employee, other than a casual employee, acting as a support person for someone experiencing domestic and family violence will have access to up to five (5) days per year of paid Domestic and Family Violence Leave.

## **5.9 Special Natural Disaster Leave**

- 5.9.1 Employees who are prevented from attending their normal place of employment because of floods, cyclonic disturbances or severe storms in the Burke Shire may be granted paid leave in the following circumstances:
  - a) Where employees are prevented from attending work due to a natural disaster in the Burke Shire or Cairns Region that would threaten the safety of the employee or the employee's immediate family; or

- b) Where employees are unable to present to work due to the closure of roads on their normal or reasonable alternative route; or
  - c) It is not reasonable for the employee to attend for duty at another Council depot or office; or
  - d) Where due to a natural disaster or a pending natural disaster the employee has a reasonable domestic necessity that requires them to either remain at or return to their home or to another residence or premises to protect the safety of the employees immediate family, to prepare, protect or remove belongings etc. from a personal dwelling or place of residence; or
  - e) Where on account of a pending natural disaster 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 pending natural disaster; or
  - f) Subsequent to a natural disaster, to make or organise temporary repairs, or to clean up etc. the employees personal dwelling; and
  - g) In all instances, they have, as soon as reasonably practicable, advised their supervisor of the circumstances.
- 5.9.2 Employees who experience the circumstances in the above clause may be allowed up to a maximum of 5 days Natural Disaster Leave per QLD Government declared natural disaster event, per calendar year.
- 5.9.3 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.
- 5.9.4 For exceptional circumstances beyond the scope of this clause, Council may consider additional paid Natural Disaster Leave. Approval of such additional leave for exceptional circumstances is subject to the decision and approval of the Chief Executive Officer and will be considered on a case-by-case basis.
- 5.9.5 In interpreting this agreement it has to be remembered that Council is a community service organisation and has a lead role to play in times of flooding and other natural events. In order to discharge this responsibility, it is essential that an adequate number of staff are available to fill various roles, and at various location throughout the region, subject to the personal safety of employees and their families. The employer may nominate alternate places of work for certain employees whose presence maybe desired in order to address flooding and natural events and preparedness and response. For the purpose of the Agreement, these alternate places of work are to be taken as the employees normal work place for the duration of the natural event.
- 5.9.6 Where Special Leave has been exhausted, employees may use accrued TOIL, RDO's and/or annual leave (in that priority order), subject to approval by their Manager, or take leave without pay subject to approval by the CEO.

## **5.10 Emergency Services Leave**

Employees who are registered members of the State Emergency Service (SES), or Queensland Fire and Emergency Services (QFES), or Marine Rescue Queensland (MRQ) and are required to respond to emergencies or attend authorised training during normal working hours will be paid their ordinary hours for the time so engaged.

Employees must notify their supervisor as soon as practicable when required for such duties and provide evidence of attendance if requested.

If an employee attends an emergency outside normal working hours, they must liaise with their supervisor regarding fitness for duty under Council's fatigue management provisions. Council will make reasonable adjustments where the employee is not fit for duty, assessed case by case.

### **5.11 Special Global Pandemic Leave**

5.11.1 Special Global Pandemic Leave may apply where a Global Pandemic event has been determined for the Local Government Area and employees are prevented from working:

- a) as a result of being required to self-isolate by government or medical authorities; and/or acting on the advice of a medical practitioner, or
- b) as a direct result of measures taken by government or medical authorities in response to a pandemic, or
- c) where an employee has made every effort to limit their exposure and potential risk to the organisation.

5.11.2 The CEO will determine the appropriate response with regard to all staff who may be subject to one or more of the circumstances outlined in this clause. The CEO may provide a standard entitlement for all employees to leave their place of work at a prescribed time/date and return to work at a prescribed time/date. Any request for variations by individual employees to that period of leave may be considered on a case-by-case basis.

### **5.12 Absent Without Leave and Abandonment of Employment**

5.12.1 An employee who has been absent for a period of seven (7) working days without the approval of their Supervisor and who does not, during such time, establish to the satisfaction of Council a reasonable cause for the absence, shall be deemed to have abandoned their employment.

5.12.2 Before an employee is terminated on the basis of abandonment of employment, Council will make a reasonable effort to contact the employee.

5.12.3 Any termination of employment on the basis of abandonment shall be effective as from the date of the last attendance at work or the last day's absence in respect of which consent was granted.

### **5.13 Leave Portability**

Employees who transfer to Council employment from another Queensland local government or recognised public sector employer may have their prior service recognised for the purposes of long service leave and personal (sick) leave accrual, subject to evidence of continuous service and applicable Council policy. Recognition of prior service will be granted where the break between periods of employment does not exceed three (3) months for personal (sick) leave portability and one (1) year for long service leave portability.

### **5.14 Absenteeism monitoring**

5.14.1 The Parties agree to the maintenance of Absenteeism Monitoring as described;

- 5.14.2 The Absenteeism Monitoring program is designed to assist the parties in addressing situations where there is a clearly substantiated pattern of absence that raises reasonable questions, for instance:
- a) A clear pattern of absence, whether on paid leave, unpaid leave or in part or full days.
  - b) A clear pattern of absence in taking single day absences, paid or unpaid (e.g., adjacent to RDOs, public holidays and/or weekends).
  - c) A clear pattern of absence in taking part day absences, paid or unpaid.
- 5.14.3 If it is deemed by the line Manager, following consultation with the employee concerned, that a regular pattern of personal leave which is not supported by a medical certificate or other evidence to the Council's satisfaction, exists which cannot be adequately explained by the employee, then the employee may be required to produce a medical certificate or other evidence to the Council's satisfaction for any single day of personal leave for a period of no more than twelve (12) months. At the end of the period, each case will be reviewed as to the need for the continuation of the production of medical certificates / evidence for single personal leave days.
- 5.14.4 Where an Employee is absent due to illness for two (2) or more consecutive days and does not provide Council with satisfactory evidence the Employee will not be entitled to claim Personal Leave entitlements.
- 5.14.5 If at any time, abuse of the Personal Leave entitlements is substantiated then Council may invoke formal disciplinary procedures

## **PART SIX – ADDITIONAL PROVISIONS**

### **6.1 Uniform and Clothing Allocation and Allowance**

The following items are the minimum issues for commencing employees:

- 6.1.1 Field Staff, excluding Workshop Staff
- a) Five sets of safety shirts and pants or jeans
  - b) One (1) hat for sun protection
  - c) Two (2) pairs of safety boots to a maximum value of \$250 (per pair)
  - d) One (1) approved jacket
- 6.1.2 Workshop Staff
- a) Two (2) pairs of overalls or five (5) pairs of long trousers and five (5) safety shirts for workshop staff
  - b) 6.1.1 b), c) and d)
- 6.1.3 Administration Staff:
- a) Five (5) blouses, shirts or dresses
  - b) Three (3) skirts or pants
  - c) One (1) jacket, vest, cardigan or pullover
- 6.1.4 All provided items of clothing will be replaced from time to time on a fair wear and tear basis upon presentation of the worn/ damaged items.
- 6.1.5 Employees provided with corporate clothing are required to wear the corporate clothing on all occasions during work periods.

- 6.1.6 This allowance will only apply to permanent full time employees and on a pro rata basis for part time and casual employees. Provided that where permanent part time and casual employees work on each work day, the same provisions as permanent full time employees will apply.
- 6.1.7 On termination of employment all Council uniforms containing identifiable images/ text that relates to the Council are to be returned within two weeks.

## **6.2 Redundancy - Retrenchment**

All Redundancy/Retrenchment arrangements and entitlements for all employees shall be in accord with the relevant Award.

## **6.3 Opportunities for Permanent Employment**

Council will advertise all permanent employment opportunities internally. Council, where appropriate, may advertise these roles externally at the same time.

## **6.4 Union Encouragement**

- 6.4.1 The provisions relating to Union encouragement and Right of Entry in the relevant Awards and Industrial Relations Act is acknowledged
- 6.4.2 Delegates
  - a) Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
  - b) The Employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.
- 6.4.3 Deduction of union fees
  - a) The Employer shall, on the request in writing of any employee, pay to a Union nominated by the employee out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of that Union.

## **6.5 Trade Union Training Leave**

- 6.5.1 Upon written application by an employee to an Employer such application being endorsed by the Union and giving to the Employer at least one month's notice, such employee shall be granted up to 10 working days' leave (non-cumulative) on ordinary pay in any two calendar year period to attend courses and seminars conducted by the Union. Other courses mutually agreed between the Union and an Employer, or Employers, may be included under clause 6.5.1.
- 6.5.2 For the purposed of clause 6.5.1, "ordinary pay" shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- 6.5.3 The maximum number of employees attending a course or seminar under this clause at the same time will be 2.
- 6.5.4 The granting of such leave shall be subject to the convenience of the Employer and so that the operations of the Employer will not be unduly affected.
- 6.5.5 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the Employer's operations.

- 6.5.6 In granting such paid leave, the Employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- 6.5.7 Leave granted to attend courses will not incur additional payment if such course coincided with the employee's day off in 38-hour week working arrangement or with any other concessional leave.
- 6.5.8 Such paid leave will not affect other leave granted to employees under this Agreement.

## **6.6 Superannuation**

- 6.6.1 Superannuation contributions will be made to a complying fund of the employee's choice including Brighter Super (formerly LGIA Super), AustralianSuper and CBUS Super.
- 6.6.2 Where an employee does not nominate a preferred superannuation fund, contributions will be made to Brighter Super, as the default fund.
- 6.6.3 Superannuation payments will be made for all periods of paid leave in accordance with legislative requirements
- 6.6.4 Council will continue to pay superannuation contributions to the nominated superannuation fund on a monthly basis and payments disclosed on employees' payslips.
- 6.6.5 Employees may choose to salary sacrifice additional superannuation contributions provided that any external costs incurred are the responsibility of the employee.

## **6.7 Copy of Agreement**

All current and future employees will have access to this agreement, the Industrial Relations Act 2016 and the relevant Award at their workplace in either electronic or hard copy format, or by request from the Administration Office

## SCHEDULE 1: Wages

Year:	2025		2026		2027	
Increase:	4.5%		The greater of 4% or CPI (capped at 5%)		The greater of 4% or CPI (capped at 5%)	
Award Level	Weekly Rate	Annual Rate	Weekly Rate	Annual Rate	Weekly Rate	Annual Rate

### LGIA 2017 - Stream A - Division 2 - Section 1

Level 1, year 1	\$1,098.35	\$57,114.09	\$1,142.28	\$59,398.66	\$1,187.97	\$61,774.61
Level 1, year 2	\$1,111.92	\$57,819.66	\$1,156.39	\$60,132.45	\$1,202.65	\$62,537.74
Level 1, year 3	\$1,133.65	\$58,949.66	\$1,178.99	\$61,307.65	\$1,226.15	\$63,759.95
Level 1, year 4	\$1,154.74	\$60,046.48	\$1,200.93	\$62,448.34	\$1,248.97	\$64,946.28
Level 1, year 5	\$1,176.88	\$61,197.86	\$1,223.96	\$63,645.77	\$1,272.92	\$66,191.60
Level 1, year 6	\$1,195.96	\$62,189.84	\$1,243.80	\$64,677.43	\$1,293.55	\$67,264.53
Level 2, Year 1	\$1,218.36	\$63,354.97	\$1,267.10	\$65,889.17	\$1,317.78	\$68,524.73
Level 2, Year 2	\$1,240.47	\$64,504.47	\$1,290.09	\$67,084.64	\$1,341.69	\$69,768.03
Level 2, Year 3	\$1,262.58	\$65,653.97	\$1,313.08	\$68,280.12	\$1,365.60	\$71,011.33
Level 2, Year 4	\$1,277.23	\$66,415.92	\$1,328.32	\$69,072.56	\$1,381.45	\$71,835.46
Level 3, year 1	\$1,299.31	\$67,564.17	\$1,351.28	\$70,266.74	\$1,405.33	\$73,077.41
Level 3, year 2	\$1,313.34	\$68,293.63	\$1,365.87	\$71,025.37	\$1,420.51	\$73,866.39
Level 3, year 3	\$1,335.44	\$69,443.12	\$1,388.86	\$72,220.85	\$1,444.42	\$75,109.68
Level 3, year 4	\$1,357.56	\$70,593.25	\$1,411.86	\$73,416.98	\$1,468.34	\$76,353.66
Level 4, year 1	\$1,379.64	\$71,741.50	\$1,434.83	\$74,611.16	\$1,492.22	\$77,595.60
Level 4, year 2	\$1,401.77	\$72,892.25	\$1,457.84	\$75,807.94	\$1,516.16	\$78,840.25
Level 4, year 3	\$1,420.89	\$73,886.10	\$1,477.72	\$76,841.55	\$1,536.83	\$79,915.21
Level 4, year 4	\$1,443.02	\$75,036.85	\$1,500.74	\$78,038.33	\$1,560.77	\$81,159.86
Level 5, year 1	\$1,465.10	\$76,185.10	\$1,523.70	\$79,232.51	\$1,584.65	\$82,401.81
Level 5, year 2	\$1,484.23	\$77,180.21	\$1,543.60	\$80,267.42	\$1,605.35	\$83,478.12
Level 5, year 3	\$1,506.34	\$78,329.71	\$1,566.59	\$81,462.90	\$1,629.26	\$84,721.41
Level 6, year 1	\$1,543.18	\$80,245.54	\$1,604.91	\$83,455.36	\$1,669.11	\$86,793.58
Level 6, year 2	\$1,579.99	\$82,159.50	\$1,643.19	\$85,445.88	\$1,708.92	\$88,863.71
Level 6, year 3	\$1,616.88	\$84,077.83	\$1,681.56	\$87,440.94	\$1,748.82	\$90,938.58
Level 7, year 1	\$1,653.70	\$85,992.41	\$1,719.85	\$89,432.11	\$1,788.64	\$93,009.39
Level 7, year 2	\$1,690.56	\$87,908.87	\$1,758.18	\$91,425.22	\$1,828.50	\$95,082.23
Level 7, year 3	\$1,727.37	\$89,823.45	\$1,796.47	\$93,416.39	\$1,868.33	\$97,153.04
Level 8, year 1	\$1,771.62	\$92,124.32	\$1,842.49	\$95,809.30	\$1,916.19	\$99,641.67
Level 8, year 2	\$1,815.81	\$94,422.07	\$1,888.44	\$98,198.96	\$1,963.98	\$102,126.91
Level 8, year 3	\$1,860.03	\$96,721.70	\$1,934.43	\$100,590.56	\$2,011.81	\$104,614.19
Level 8, year 4	\$1,901.54	\$98,880.05	\$1,977.60	\$102,835.26	\$2,056.71	\$106,948.67
Level 8, Year 5	\$1,943.03	\$101,037.79	\$2,020.76	\$105,079.30	\$2,101.59	\$109,282.47

Year:	2025		2026		2027	
Award Level	Weekly Rate	Annual Rate	Weekly Rate	Annual Rate	Weekly Rate	Annual Rate

**LGIA 2017 - Stream B - Division 2 - Section 5 (Operational Services Employees)**

Level 1, first 6 months	\$1,067.04	\$55,485.87	\$1,109.72	\$57,705.31	\$1,154.11	\$60,013.52
Level 1, after first 6 months	\$1,080.57	\$56,189.60	\$1,123.79	\$58,437.19	\$1,168.74	\$60,774.68
Level 2	\$1,094.22	\$56,899.44	\$1,137.99	\$59,175.42	\$1,183.51	\$61,542.43
Level 3	\$1,108.14	\$57,623.30	\$1,152.47	\$59,928.23	\$1,198.56	\$62,325.36
Level 4	\$1,122.33	\$58,361.18	\$1,167.22	\$60,695.63	\$1,213.91	\$63,123.45
Level 5	\$1,140.65	\$59,313.72	\$1,186.27	\$61,686.27	\$1,233.73	\$64,153.72
Level 6	\$1,171.40	\$60,912.83	\$1,218.26	\$63,349.34	\$1,266.99	\$65,883.32
Level 7	\$1,202.51	\$62,530.50	\$1,250.61	\$65,031.72	\$1,300.63	\$67,632.99
Level 8	\$1,230.75	\$63,998.79	\$1,279.98	\$66,558.74	\$1,331.17	\$69,221.09
Level 9	\$1,261.99	\$65,623.34	\$1,312.47	\$68,248.27	\$1,364.97	\$70,978.20

**LGIA 2017 - Stream C - Division 2 - Section 1 (Building Trade Services)**

Building Worker L1(a)	\$1,015.38	\$52,799.60	\$1,055.99	\$54,911.59	\$1,098.23	\$57,108.05
Building Worker L1(b)	\$1,037.12	\$53,930.21	\$1,078.60	\$56,087.42	\$1,121.75	\$58,330.92
Building Worker L1(c)	\$1,066.38	\$55,451.72	\$1,109.03	\$57,669.79	\$1,153.40	\$59,976.58
Building Worker L1(d)	\$1,093.57	\$56,865.90	\$1,137.32	\$59,140.53	\$1,182.81	\$61,506.15
Building Worker L2	\$1,122.78	\$58,384.35	\$1,167.69	\$60,719.73	\$1,214.39	\$63,148.52
Building tradesperson, level 1	\$1,143.06	\$59,439.35	\$1,188.79	\$61,816.92	\$1,236.34	\$64,289.60
Building tradesperson, level 2	\$1,173.96	\$61,045.97	\$1,220.92	\$63,487.81	\$1,269.76	\$66,027.32
Building tradesperson, level 3	\$1,233.45	\$64,139.43	\$1,282.79	\$66,705.00	\$1,334.10	\$69,373.20

**LGIA 2017 - Stream C - Division 2 - Section 2 (Engineering and Electrical/Electronic Services)**

C14	\$1,015.38	\$52,799.60	\$1,055.99	\$54,911.59	\$1,098.23	\$57,108.05
C13	\$1,037.12	\$53,930.21	\$1,078.60	\$56,087.42	\$1,121.75	\$58,330.92
C12	\$1,066.38	\$55,451.72	\$1,109.03	\$57,669.79	\$1,153.40	\$59,976.58
C11	\$1,093.57	\$56,865.90	\$1,137.32	\$59,140.53	\$1,182.81	\$61,506.15
C10	\$1,143.06	\$59,439.35	\$1,188.79	\$61,816.92	\$1,236.34	\$64,289.60
C9	\$1,173.96	\$61,045.97	\$1,220.92	\$63,487.81	\$1,269.76	\$66,027.32
C8	\$1,205.15	\$62,668.02	\$1,253.36	\$65,174.74	\$1,303.49	\$67,781.73
C7	\$1,233.45	\$64,139.43	\$1,282.79	\$66,705.00	\$1,334.10	\$69,373.20
C6	\$1,296.08	\$67,396.03	\$1,347.92	\$70,091.87	\$1,401.84	\$72,895.54
C5	\$1,326.57	\$68,981.82	\$1,379.64	\$71,741.10	\$1,434.82	\$74,610.74
C4	\$1,358.72	\$70,653.26	\$1,413.07	\$73,479.39	\$1,469.59	\$76,418.56
C3	\$1,421.08	\$73,896.11	\$1,477.92	\$76,851.95	\$1,537.04	\$79,926.03
C2 (a)	\$1,452.39	\$75,524.41	\$1,510.49	\$78,545.38	\$1,570.91	\$81,687.20
C2 (b)	\$1,508.99	\$78,467.22	\$1,569.34	\$81,605.91	\$1,632.12	\$84,870.15

**Signed for and on behalf of:**

The Australian Workers' Union of Employees  
Queensland

\_\_\_\_\_  
**Signature**

Stacey Lee Schinnerl

\_\_\_\_\_  
**Name in full**

as Queensland Secretary

**In the presence of:**

\_\_\_\_\_  
**Signature**

Jeehan Habib

\_\_\_\_\_  
**Name in full**

03/03/2026

\_\_\_\_\_  
**Date**

**Signed for and on behalf of:**

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

---

**Signature**

Paul Dunbar

---

**Name in full**

**In the presence of:**

---

**Signature**

Emma Eaves

---

**Name in full**

04/03/2026

---

**Date**

**Signed for and on behalf of:**

Plumbers and Gasfitters Employees' Union  
Queensland, Union of Employees

\_\_\_\_\_  
**Signature**

Gary O'Halloran

\_\_\_\_\_  
**Name in full**

**In the presence of:**

\_\_\_\_\_  
**Signature**

Shari Charrington

\_\_\_\_\_  
**Name in full**

03/03/2026

\_\_\_\_\_  
**Date**

**Signed for and on behalf of:**

Queensland Services, Industrial Union of Employees

---

**Signature**

Neil Henderson

---

**Name in full**

**In the presence of:**

---

**Signature**

Stuart Maggs

---

**Name in full**

03/03/2026

---

**Date**

**Signed for and on behalf of:**

Burke Shire Council

---

**Signature**

Zachary Revere

---

**Name in full**

**In the presence of:**

---

**Signature**

Chelsea Nelson

---

**Name in full**

03/03/2026

---

**Date**