

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Livingstone Shire Council

AND

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

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

The Australian Workers Union of Employees, Queensland

The Electrical Trades Union of Employees Queensland

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

Queensland Services, Industrial Union of Employees

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

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

(Matter No. CB/2026/15)

LIVINGSTONE SHIRE COUNCIL CERTIFIED AGREEMENT 2025

Certificate of Approval

On 25 March 2026, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **LIVINGSTONE SHIRE COUNCIL CERTIFIED AGREEMENT 2025**

Parties to the Agreement:

- Livingstone Shire Council
- 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;
- The Australian Workers' Union of Employees, Queensland;

- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- The Electrical Trades Union of Employees Queensland;
- Plumbers and Gasfitters Employees' Union of Queensland, Union of Employees;
- Queensland Services, Industrial Union of Employees; and
- Transport Workers' Union of Australia, Union of Employees.

Operative Date: 25 March 2026

Nominal Expiry Date: 30 September 2029

Previous Agreement: *Livingstone Shire Council Officers Certified Agreement 2021*

Livingstone Shire Council Operational Certified Agreement 2021

**Termination Date of
Previous Agreement:** 25 March 2026

By the Commission

P.B. O'NEILL
Industrial Commissioner
25 March 2026



**Livingstone Shire Council
Certified Agreement 2025**



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1. ADMINISTRATIVE ARRANGEMENTS

1.1. Title

- 1.1.1. This Agreement will be known as the Livingstone Shire Council Certified Agreement 2025.
- 1.1.2. This Agreement supersedes and replaces the Livingstone Shire Council Officers Certified Agreement 2021 and the Livingstone Shire Council Operational Certified Agreement 2021.

1.2. Parties Bound

The parties bound by this agreement are the Council, Employees, and the Unions.

1.3. Application


- 1.3.1. The Agreement will apply to, Council, all Council Employees, and the Unions.
- 1.3.2. The Agreement will be read and applied in conjunction with the terms of the relevant Award/s, as varied from time to time, provided that where there is any inconsistency between this Agreement and the Award/s, this Agreement will prevail to the extent of the inconsistency.
- 1.3.3. This Agreement will not apply to any Employee appointed to the position of a Senior Officer pursuant to a written contract of employment as per clause 4.2 of the Queensland Local Government Industry (Stream A) Award – State 2017. At the time it is agreed and/or renewed, such contract's terms and conditions will not result, on balance, in a reduction in the overall terms and conditions of the Senior Officer under this Agreement.

1.4. Date and Period of Operation

- 1.4.1. This Agreement will be effective from the 1 October 2025 until the nominal expiry date of 30 September 2029 or until it is varied or terminated in accordance with the relevant legislation in place at the time.
- 1.4.2. The Parties agree that during the life of this Agreement no extra claims will be sought or granted for further wage/salary increases, or for new or altered conditions.
- 1.4.3. Negotiations for a new Agreement will commence six (6) months before the nominal expiry date of this Agreement. The Parties agree to have their respective logs of claims presented at the first meeting of negotiations for a new Agreement, with the view to concluding the negotiations prior to the nominal expiry date of this Agreement.
- 1.4.4. For the purposes of negotiating and implementing the next Agreement, the Parties will establish a Single Bargaining Unit (SBU).

1.5. Objectives of this Agreement

- 1.5.1. Provide a framework for working conditions and remuneration for Employees of the Council for the period of the Agreement.



1.5.2. Provide a consultative environment for the Council, Council's Leadership Team, Employees and their Unions to develop and engage in continuous improvement, efficient work practices and improved service delivery.

1.6. Facilitative Provision for Employees

1.6.1. An Employee appointed to a position at level 7.1 of the Stream A, Division 2, Section 1, or higher of this Agreement or equivalent, may request to enter into a contract of employment (contract) that will be subject to the terms and conditions of this Agreement, except to the extent that particular terms and conditions are provided in such contract, in which case the latter terms and conditions will prevail.

1.6.2. For the purpose of this clause the following definitions will apply:

a) A Continuous Performance Contract means a contract of employment that it is not a limited duration contract and is based on continued satisfactory performance similar to Employees employed under relevant Awards and Certified Agreements.

b) A Limited Term Contract means a contract of employment that is usually of a term not less than 12 months or more than four (4) years. Such contracts are also subject to satisfactory performance.

1.6.3. Such contracts will only be binding if it provides for employment conditions, which, on the whole, are more beneficial to the Employee than this Agreement. In determining if the contract is more beneficial it is a global assessment and not a clause by clause assessment.

1.6.4. Notwithstanding sub-clause 1.3.3 where an Employee is at level 7.1 of the Stream A, Division 2, Section 1 or higher of this Agreement or equivalent they may request to have either a Continuous Performance Contract or a Limited Term Contract.

1.6.5. Where an Employee enters into a contract under this provision, the Employee accepts all of the terms of that contract. The ongoing employment of an Employee on contract is subject to the terms of the contract.

1.6.6. The terms of a contract under this provision will be recorded in writing and signed by an authorised representative of the Council and the Employee. The contract can only be varied by mutual consent. Such variations must be recorded in writing and signed by an authorised representative of the Council and the Employee.

For positions at level 7.1 of the Stream A, Division 2, Section 1, or higher, the Council may at their discretion, through the recruitment process, offer a contract to recruit for vacant positions.

1.7. Definitions

Act means except where otherwise stated, the *Industrial Relations Act 2016*.

Agree/d means when a matter is discussed or negotiated and then accepted by all relevant parties.



Award/s means:

- 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 Wage Award – State 2012;
- e) Order – Apprentices’ and Trainees’ Wages and Conditions (Excluding Certain Queensland Government Entities) 2003.

Continuous Shift Work means a series of shifts where an Employee is employed on a rotational basis on a 24 hour continuous shift operation over a period of 7 days per week.

Council means Livingstone Shire Council.

Day/s for the purpose of On-Call Allowance means:

- a) Day is recognised as that period from an Employee’s finishing time on one ordinary working day to the starting time of the next ordinary working day. This includes Saturday and Sunday when these are ordinary working days.
- b) Days that are a non-ordinary working day, for example Saturday, Sunday and Public Holidays and any day deemed to be a non-work day, the Day will start at 6:30am of that day and go through 6:29am of the next day. For clarification, On-call Allowance for a non-ordinary work day:
 - i. Saturday will be from 6:30am of this day through to 6:29am of the Sunday;
 - ii. Sunday will be from 6:30am of this day through to 6:29am of the Monday;
 - iii. Public Holiday will be from 6:30am of this day through to 6:29am of the next day.


Health Concerns means injury, illness, mental and emotional wellbeing concerns.

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 step-child, step-grandchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

Nominated Representative means a person nominated by an Employee whether they are a Union representative, delegate or support person.

Notice of Redundant Position means the formal advice to the Employee that their position is to become redundant.

Parental Leave means leave available in circumstances relating to Birth, Adoption, Surrogacy, Infant Death, Stillbirth or Termination post 20 weeks' gestation subject to the



conditions set out in this provision and includes Primary Parent Leave and Secondary Parent Leave.

Primary Caregiver means an employee who is a parent or guardian who provides, or would have provided, primary care to the child following the birth or placement of the child.

Registered Health Professional means a medical practitioner registered with the Australian Health Practitioner Regulation Agency (AHPRA) or similar registration authority.

Secondary Caregiver means an employee who is a parent or guardian who provides secondary care to the child following the birth or placement of the child.

Senior Officer means the following positions are covered under this term:

- a) Chief Executive Officer - a Chief Executive Officer is a person appointed to the position as defined under the Local Government Act 2009 (Qld).
- b) Senior Executive Employee - is an Employee of the local government entity concerned:
 - (i) who reports directly to the chief executive officer; and
 - (ii) whose position ordinarily would be considered to be a senior position in the local government's corporate structure.
- c) Department Head - is an officer appointed as such by the local government entity concerned who:
 - (i) is the principal decision maker or manager of a department or operationally distinct unit or part of the local government comprising a major function or program; and
 - (ii) holds a managerial, leadership or regulatory compliance position responsible for an operationally distinct unit or part of the local government, who may act independently subject only to the local government's policy or the overriding administrative review of the Chief Executive Officer and is held finally accountable for the performance of the unit or part of the local government.

Stream A means the Queensland Local Government Industry (Stream A) Award – State 2017.

Stream B means the Queensland Local Government Industry (Stream B) Award – State 2017.

Stream C means the Queensland Local Government Industry (Stream c) Award – State 2017.

Union/s means each of the following unions entitled to represent the Employees:

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- a) AMWU - Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
 - b) AWU - The Australian Workers' Union of Employees, Queensland
 - c) CFMEU - The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
 - d) ETU - The Electrical Trades Union of Employees Queensland
 - e) PGEU - Plumbers and Gasfitters Employees' Union Queensland, Union of Employees
 - f) TSU - Queensland Services, Industrial Union of Employees
 - g) TWU - Transport Worker's Union of Australia, Union of Employees (Queensland Branch)
 - h) Professionals Australia - The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees

A true copy of this Agreement will be made available in the workplace with convenient access to Employees.


2. EMPLOYMENT SECURITY & WELLBEING

2.1. Employment Security

- 2.1.1. The Council will maintain a permanent workforce during the term of this Agreement, and the Council is committed to job security for its permanent Employees.
- 2.1.2. Volunteers or other unpaid persons cannot be used to replace permanent positions.

2.2. Contracting Out

- 2.2.1. Council reserves the right to contract out or to lease current services in the following circumstances:
 - a) In the event of shortages of skilled Employees and/or resources; or
 - b) The lack of available infrastructure capital and the cost of providing technology; or
 - c) Extraordinary or unforeseen circumstances; or
 - d) It is in the public benefit that such services should be contracted out.
- 2.2.2. During the life of this Agreement Council will make all reasonable efforts to fully utilise Employees and Council resources before the use of contractors and, where possible, minimise the contracting out or leasing of any works and services currently provided by Council.
- 2.2.3. Where Council seeks to contract out or lease any of Council functions and is required to go to the State Government for approval, the relevant Union/s will be consulted in accordance with clause 3.2 as early as possible. Discussions will



take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangements for the provision of services by an external provider.

- 2.2.4. The Parties agree to work together to develop a procedure to identify Employees' skills and experience which may be utilised throughout Council for the purpose of out of hours' work.

2.3. Labour Hire

- 2.3.1. Labour hire and their employees will be required to comply with the following:

- a) Council's Code of Conduct;
- b) Safe working practices and associated PPE equivalent to that used by employees;
- c) All relevant licensing, training, and registration requirements applicable to the functions(s) being performed; and
- d) All relevant safety, workers' compensation, superannuation, and workplace relations legislation and applicable statutory instruments.

- 2.3.2. Where there is a need to engage labour hire, Council will ensure that the contractual arrangements are such that the rates of pay and allowances of the individual engaged through labour hire will be no less favourable than those that apply to the equivalent Council employees engaged under this Certified Agreement or relevant Awards.


- 2.3.3. Where it has been identified that there is a need to engage labour hire, Council will:


- a) For a period of engagement not exceeding three months, the applicable Union(s) will be notified by email; and
- b) For a period of engagement (including extensions) exceeding three months, consult with the applicable Union(s). Such consultation will entail notification via email, with details of why the engagement is necessary and what action Council is pursuing to minimise the length of engagement. The applicable Union(s) will provide any response within three (3) business days of the date of Council's email.

2.4. Fixed Term Conversion

- 2.4.1. A fixed term or temporary Employee, who has been engaged for a continuous period of two (2) years or more in the same position, will have the right to request to have their employment converted to permanent, if it could be reasonably expected that their employment in that position is to continue. In making a decision whether to convert the Employee to permanent, Council will take into account the following:

- (a) current and future business operational needs;

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- (b) likelihood of ongoing funding or budget for the position; and
- (c) legislative requirements pertinent to the particular work area.
- 2.4.2. Conversion under clause 2.4 will not be approved in the following instances:
- (a) if the initial fixed term appointment was not made via a merit-based recruitment process; or
- (b) if the appointment is for a specific project or task; or
- (c) where the position is owned by another Employee of Council, for example the fixed term arrangement is to relieve an Employee who is accessing leave or other entitlements.
- 2.4.3. Notwithstanding 2.4.2(a), if the Employee has successfully undertaken a merit based recruitment process within the organisation clause 2.4.1 will apply.
- 2.4.4. If an application for fixed term conversion is not approved, Council will outline the business reasons for this decision in writing.
- 2.4.5. Unless otherwise agreed, fixed term conversion to permanent will be determined on the basis of the average weekly hours worked over the period of employment, taking into consideration Council's business needs and workforce composition.
- 2.5. Traffic Control**
- 2.5.1. During the life of this Agreement the relevant parties will meet to develop a framework for the delivery of traffic control services through the establishment of an Employee based skilled team with such team being structured as an entry level to the employer's workforce.
- 2.6. Developing a Learning Culture**
- 2.6.1. To assist Council to most effectively meet current and future needs, the Parties are committed to ongoing learning at both an organisational and individual level and Council will facilitate an environment that encourages Employees to:
- a) learn and apply new skills and knowledge;
- b) adapt to new ways of working;
- c) participate in initiatives that enhance productivity; and
- d) continuing the established custom and practice of mentoring Employees in the day to day development of on the job skills and learning.
- 2.7. Transition to Retirement Arrangements**
- 2.7.1. Transition to retirement arrangements may be available to those Employees considering full time retirement from the workforce 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 Council and Employee.



2.7.2. Any such arrangements between Council and the Employee will be documented in writing confirming the agreed pattern of work required, which may include (as applicable):

- a) weeks to be worked over the period;
- b) minimum ordinary hours per week;
- c) days on which the work is to be performed including the daily starting and finishing times; and/or
- d) duty statement for the period.

2.7.3. These arrangements may be varied by mutual agreement between Council and the Employee and any agreed amendments are to be documented.

2.7.4. All leave entitlement balances accrued immediately prior to the approved Transition to Retirement arrangement will be maintained without reduction, except where the Employee utilised approved leave. On commencement of the arrangement, all leave will accrue in accordance with the relevant hours of work clauses within this Agreement and/or applicable parent Award.

2.7.5. In order to assist employees who are preparing for transition to retirement, Council will reimburse financial planning costs with a one-off payment up to \$500.00. A reimbursement will be provided to the Employee upon presentation of the paid account/receipt from a Registered Financial Adviser.


2.8. Health and Wellbeing in the Workplace

2.8.1. Council is committed to supporting the mental and physical health and wellbeing of all employees. Council will make available to its Employees a range of programmes to assist and support a mentally and physically healthy lifestyle.

2.9. EEO Clause

2.9.1. Council recognises the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring the existing practices, encourage equality of employment and development opportunities, continue, and are promoted. This will include:

- a) Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;
- b) Inclusion of statements during recruitment that the Employer 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 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.



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

3. JOINT CONSULTATIVE COMMITTEE AND DISPUTE RESOLUTION PROCESS

3.1. Joint Consultative Committee

3.1.1. In order to facilitate ongoing harmonious industrial relations the parties to this Agreement will maintain a Joint Consultative Committee (JCC) comprising of Employees, Union officials and management nominees in accordance with the terms of reference developed and agreed to by the JCC.

3.1.2. The group will meet on an “as needed” basis but not less than four (4) times per year to consider all industrial relations matters including, but not limited to:

- a) workplace issues that have the potential to impact on Employees, including work units, divisions or the entire organisation, e.g. workloads; and
- b) monitor and review implementation of this Agreement; and
- c) undertake specific responsibilities and activities in accordance with this Agreement;
- d) Council will report on the status of business cases which have been submitted, for which the primary purpose is to increase the number of full-time equivalent positions to accommodate increased workload; and
- e) any other matter raised by the Union/s or management which impacts on the workforce.

3.2. Consultation – Introduction of Change


3.2.1. Where a proposal is endorsed to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, Council will notify the Employees who may be affected by the proposed changes and, where relevant, their Union/s. This will occur prior to Council making a decision.

3.2.2. Significant effects include termination of employment; major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or reduction 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.

3.2.3. Where the Agreement makes provision for alteration of any of the matters referred to in clauses 3.2.1 or 3.2.2 an alteration will be deemed not to have significant effect.

3.3. Council's Duty to Consult Over Change

3.3.1. Council will consult the Employees affected and, where relevant, their Union/s about the introduction of the changes, the effects the changes are likely to have on Employees (including the number and categories of Employees likely to be dismissed, and the time when, or the period over which, Council intends to carry



out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).

- 3.3.2. The consultation must occur as soon as practicable after a proposal is endorsed as referred to in clause 3.2.1.
- 3.3.3. For the purpose of such consultation Council will 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.
- 3.3.4. Notwithstanding the provision of clause 3.3.3, Council will not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.
- 3.3.5. Council will give consideration to any relevant matters raised by the Employees and/or the relevant Union/s in relation to the change.

3.4. Monitoring of Agreement

- 3.4.1. To ensure consistent application, Council commits to providing education and/or awareness training to all Employees regarding the intent and application of this Agreement within three (3) months of the date of certification.


Note: Any concerns regarding the application of this Agreement will be identified as soon as practicable by providing evidence or perceived evidence of the inconsistency to the General Manager/Chief Officer, People and Performance or their nominee to enable clarification or referral to the JCC.

3.5. Dispute Resolution Procedure

- 3.5.1. Purpose - This procedure is designed to foster a positive and respectful workplace by resolving industrial matters and any other matters that the Parties agree would benefit from being resolved under this clause, quickly, fairly, and constructively. It encourages open communication, mutual understanding, and shared responsibility for outcomes that benefit all involved.

3.5.2. General Principles

- a) All parties are committed to resolving issues without disruption to work or income.
- b) Employees may choose to be represented at any stage.
- c) Work continues as usual (status quo) during the process, unless there is a genuine safety concern.
- d) Any dispute will be resolved as quickly as possible, with all Parties allowing reasonable timeframes for each step, and being open to reasonable extensions of time.

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- e) Everyone involved agrees to act in good faith, not unreasonably delay or hinder the resolution process, act transparently and respectfully.

3.5.3. Step-by-Step Process

Step 1 – Direct Conversation

The employee raises the issue with their immediate supervisor. The supervisor should respond within 24 hours. If the concern involves the supervisor, the employee may go directly to Step 2.

Step 2 – Escalation to Management

If unresolved, the matter is referred to the next level of management. A collaborative discussion should be held to explore solutions within 7 days. If the concern involves the manager, the employee may go directly to Step 3.

Step 3 – Senior Leadership Review

If still unresolved, the matter is referred to senior management or the CEO. The goal is to reach a fair and timely resolution within 14 days.

All efforts must be made to follow the above timeframes to encourage timely resolution. Some matters may require more time due to complexity, availability, or the need for deeper consultation. In such cases:

- a) Council will communicate clearly with all parties about expected timeframes.
- b) Interim check-ins will be scheduled to maintain momentum and transparency.
- c) Support will be offered to ensure the process remains constructive and inclusive.

3.5.4. Where the grievance involves allegations of sexual harassment an employee may commence a dispute at any Step of this Dispute Resolution Procedure.

3.5.5. External Resolution

If the issue remains unresolved, either party may refer it to the Queensland Industrial Relations Commission (QIRC) for conciliation or arbitration.

4. EMPLOYEE BENEFITS

4.1. Employee Assistance Program

4.1.1. In the interest of maintaining the wellbeing of Employees and their families, Council will provide access to and pay for a maximum of three (3) counselling services per referral for all Employees and the immediate members of their

household. This service can be accessed directly by Employees or through referral by their manager. Additional counselling services may be approved by the Council.

4.2. Wages / Salary Increase

4.2.1. Remuneration rates for Employees who have their terms and conditions of employment regulated by this Agreement are detailed in Appendix 2 and Appendix 3 to this Agreement.

4.2.2. Council agrees to pay Employees covered by this Agreement, wage increases in accordance with the following schedule:

- a) 4% or \$60.00 per week whichever is greater, effective from date of certification of this Agreement to be backdated to 5 November 2025;
- b) 4% or \$60.00 per week whichever is greater, effective from 5 November 2026;
- c) 3.5% or \$50.00 per week or CPI whichever is greater, effective from 5 November 2027;
- d) 3.5% or \$50.00 per week or CPI whichever is greater, effective from 5 November 2028.

4.2.3. For the purpose of clause 4.2.2 c) and d), CPI is defined as the year-average of the annual percentage change for 12 months at the conclusion of the September quarter of 2027 and 2028 respectively. For example:

Year 3 – Annual percentage change for quarters ending December 2027 + March 2028 + June 2028 + September 2028) Divided by 4.

The year average CPI is based on the percentage Change from Corresponding Quarter of Previous Year; All groups CPI; Australia.

Example:

December 2027 = 0.9

March 2028 = 1.1

June 2028 = 3.8

September 2028 = 3.0

Total = 8.8

Divided by 4 = 2.2

In this example, the calculated year average CPI rate would be 2.2%.

4.2.4. Any decision of the QIRC that has the effect of adjusting the ordinary hourly rates of classifications of any Award mentioned in clause 1.5 or any other Award covering Employees covered by this Agreement will not apply.

4.3. Superannuation

4.3.1. In addition to the superannuation benefits available to all eligible employees engaged under this Agreement, as prescribed by the *Local Government Act 2009*

and any other relevant legislation, Council will increase its contribution by 0.5%, effective from the wage increase dates each year for the life of this agreement.

4.4. Apprentices and Trainees

- 4.4.1. All new Employees who are successful in gaining an apprenticeship or traineeship with Council and are employed under a formal training contract through a registered training organisation will be paid a percentage of the adult entry level relevant to their particular stream of employment.

Wage Progression	Year 1	Year 2	Year 3	Year 4
Apprentices	75%	80%	85%	90%
Civil Works Apprentices	75%	80%	90%	NA
Trainees	75%	80%	NA	NA

This clause will apply to existing apprentices and trainees who have not previously been engaged in another position in Council.

Existing Employees who are employed by Council prior to being successful in gaining an apprenticeship or traineeship with Council will be remunerated in accordance with the provisions of the *Order – Apprentices and Trainees’ Wages and Conditions (Excluding Certain Queensland Government Entities) 2003*.

The provisions of the Order as they relate to adult apprentices shall apply.

- 4.4.2. Yearly increase will be upon anniversary of appointment and is subject to satisfactory competency assessment for equivalent year as determined by the Training Provider. Progression will not be unreasonably withheld due to circumstance beyond the employee’s control.

4.5. Service Increment Payments –Stream A Employees

- 4.5.1. In recognition of continued service with Council and the skills and experience gained whilst employed, Employees with a Stream A pay classification between level 2 and 6 who have been paid at the highest classification increment for a full five (5) years and subject to satisfactory performance for the prior twelve (12) months service will be paid a once off payment of \$150 in Year 2, Year 3 and Year 4 of the Agreement.
- 4.5.2. The payment will only apply to current Employees and for whole years of service (calculated in December) and will be made at the first pay period in December.
- 4.5.3. Years of service will be recognised at that time, including those which fall within the month of December.

4.6. Service Increment Payments –Stream B and Stream C Employees

- 4.6.1. Due to the task based philosophy of the Stream B and C, and in recognition of continuing service to Council and the skills and experience gained whilst employees are employed by Council an annual payment, recognising service, will be made in accordance with the schedule below, based upon the years of service

with Council or its predecessors Continuing Years of Service (greater than) Service Recognition Payment (calculated on years of service).

Continuing Years of Service (greater than)	Service Recognition Payment (calculated on years of service)
5	\$6.00 per week
6	\$7.00 per week
7	\$8.00 per week
8	\$9.00 per week
9	\$10.00 per week
10	\$11.00 per week

4.7. Over Award Payment Changes

4.7.1. Where Council is considering reviewing any over Award payments which may adversely impact an Employee, Council will consult with the affected Employee and, where requested, representatives of the relevant Union and present for consideration all relevant information prior to any adjustments occurring.

4.8. Salary Sacrifice

4.8.1. Council will endeavour to provide Employees with salary sacrifice opportunities to maximise their remuneration benefits. The provision of such opportunities will be subject to legal limitations imposed by Federal and State legislation.

4.8.2. Council reserves the right to withdraw the facility if changes in the relevant laws mean that Council would incur an additional cost or the scheme itself becomes unlawful as a result of changes to the relevant laws. Any fringe benefit tax attracted by the salary sacrifice must be paid by the Employee and will not result in an increase to the total remuneration package.

4.8.3. Other than facilitating the salary sacrifice arrangements, Council will not be responsible for any other aspects of salary sacrifice which would include, but not be limited to, any loss sustained by the Employee. Accordingly, while not a necessity, Council strongly recommends Employees take financial advice prior to entering into any such arrangements from a qualified financial advisor.

4.8.4. Each request will be processed on a case-by-case basis. Once a salary sacrifice agreement is entered into, the Employee is required to continue with the agreement for the remainder of the fiscal year or apply for a review of the agreement on the grounds of personal hardship.

4.9. Study Assistance

4.9.1. Council encourages Employees to undertake further education and development which enhances their personal and career prospects and is directly relevant to their role or potential career path with Council.

4.9.2. To be eligible for study assistance, the Employee must be a permanent Employee with 12 months satisfactory service with Council, with part-time Employees being reimbursed on a pro-rata basis subject to following clauses.

Example - Where a part-time Employee is engaged for 20 hours per week, they will be entitled to 20/38th of the allowance.

All reimbursements will require evidence being provided to Council of successful subject completion.

4.9.3. Study Assistance will be provided in accordance with the following categories:

- a) **Category 1** - A course undertaken as a condition of employment. For example, a Cadetship would fall under this category. Council will reimburse all compulsory charges in relation to the course.
- b) **Category 2** – A course, which is directly relevant to the Employee’s area of work, and the skills or qualification determined by Council is deemed appropriate in that area of work:
 - i. for employees undertaking vocational studies, reimbursement of course fees will be up to a maximum of eighty (80) per cent;
 - ii. for employees undertaking under-graduate studies, reimbursement of course fees will be up to a maximum of \$950 per unit; and
 - iii. for employees undertaking post-graduate studies, reimbursement will be up to eighty (80) per cent of course fees, to a maximum of \$1,200 per unit.
- c) **Category 3** - A course demonstrated to the satisfaction of Council to be directly relevant to Council. Reimbursement of course fees will be a combined maximum amount of \$500 per unit.

4.10. Professional Association, Licence and Registration Fees

4.10.1. Where Employees must hold a registration or maintain membership of a professional association and licences (excluding C class driver’s licence) as part of their employment, Council will pay the additional costs for obtaining and renewing a required licence, registration and/or membership.

4.10.2. For clarification, this clause does not cover ‘C’ class driver’s licences, however, it will cover such things as renewals for truck driver’s licences as well as mobile and fixed plant operator’s tickets, where such costs are in addition to any costs for the maintenance of a ‘C’ class driver’s licence.

Example: Where the renewal fee is the same as the ‘C’ endorsed licence irrespective of the additional endorsements the Employee will not be reimbursed for the cost of the licence renewal. Council will pay for licence upgrades for example (MR to HR) with these costs representing the test fees.




4.11. Long Service Leave Cash Out

- 4.11.1. To support employees in managing personal financial hardship or other significant financial pressures, this Agreement provides the ability to cash out Long Service Leave entitlements. This option is intended to offer flexibility during times of financial need.
- 4.11.2. Where an Employee is entitled to access their Long Service Leave entitlement under this Agreement, they may voluntarily request to cash out a portion of their entitlement in accordance with the Queensland Employment Standards. Where this condition is met, and the CEO or their delegate approves a request to cash out, the Employee will not be required to make an application to the Queensland Industrial Relations Commission.
- 4.11.3. Employees will be eligible to cash out Long Service Leave entitlements down to a minimum entitlement balance of four (4) weeks. Entitlements cannot be cashed out if doing so would reduce the Employee's Long Service Leave entitlement balance below four (4) weeks.
- 4.11.4. Any request to cash out Long Service Leave must be for a minimum period of two (2) weeks. Requests to cash out less than two weeks of leave will not be approved.
- 4.11.5. Any agreement to cash out Long Service Leave must be recorded in writing and signed by both the Employee and the CEO or their delegate.
- 4.11.6. The amount of Long Service Leave cashed out under this clause will be deducted from the Employee's accrued Long Service Leave entitlement balance as if the leave had been taken.
- 4.11.7. Any payment made under this clause will be processed through payroll and taxed in accordance with applicable taxation laws.

4.12. Payment of Unused Personal/Carer's Leave on Cessation of Employment

- 4.12.1. Eligible Employees covered by this Agreement may be entitled to a payment of unused personal/carers' leave upon their cessation of employment due to retirement, resignation, medical reasons, or redundancy, provided that at the time the Employee ceases employment with the Council the Employee has ten (10) years of continuous service with Livingstone Shire Council, subject to the following conditions:
- a) Years of continuous service with Livingstone Shire Council will include service for employees who transitioned from Rockhampton Regional Council at de-amalgamation on 1 January 2014;
 - b) Personal/carers' leave accrued at Council's other than Livingstone Shire Council or Rockhampton Regional Council as provided at (a), will not be included for the purpose of payment of unused personal/carers' leave; and
 - c) Payment of unused personal/carers' leave entitlements will not be available to employees whose employment is terminated by Council as a result of misconduct, or abandonment of employment.



4.12.2. As an alternative to payment of unused personal/carer's leave on cessation of employment, an employee may elect in writing to transfer their full accrued entitlement to another entity in accordance with applicable Award.

4.12.3. Any payment for unused personal/carer's leave made in accordance with this clause, will be calculated using the following formula:

- a) Employee's personal/carer's leave balance in hours as at the separation date of employment / applicable weekly ordinary hours of work x \$250.00, up to a maximum payment of \$6,500.

4.12.4. Payment is subject to normal taxation requirements.

4.12.5. Where an employee accepts a payout of personal/carer's leave, the employee understands and agrees that their personal/carer's leave balance is zero on termination of employment with Livingstone Shire Council.

4.12.6. The parties agree that the provision of 'Payment of Unused Personal Leave on Cessation of Employment' is only applicable until the nominal expiry of this Agreement, at which point the entitlement will no longer be applicable.

4.13. Influenza Vaccination Program

4.13.1. Each year, Council will offer an Influenza Vaccination Program to be accessible by all Employees, including casuals, free of charge. The vaccine will be administered in certain locations as determined by Council.

4.14. Mandatory Immunisations

4.14.1. Council will provide vaccinations and/or boosters (e.g. Hepatitis A & B, Tetanus etc.) for Employees in positions which have been identified by Council as high risk for infectious activities and/or included as a mandatory requirement in the relevant position description.

5. Hours of Work

5.1. Stream A Employees

5.1.1. Full-time Employees will be required to work an average of 36.25 ordinary hours per week as well as a reasonable amount of overtime as may be required from time to time.

5.1.2. An Employee's ordinary hours will be worked, Monday to Friday, between the hours of 5:00am and 9:00pm.

5.1.3. Full-time Employees who accrue a Rostered Day Off (RDO) will work a standard eight (8) hours per day, where the day immediately preceding the RDO will be extended by 30 minutes. Taking into consideration operational requirements, an alternative day may be extended by mutual agreement.

5.1.4. Where the Employee is required to finish work after 6:00pm as part of their ordinary hours, the Employee will receive a loading of 15% in addition to their ordinary rate of pay for that day.

- 5.1.5. All ordinary hours will be worked continuously and will not consist of any split shifts. Split shifts may only be considered where requested by the Employee and agreed to by Council.
- 5.1.6. Where a temporary alteration to the normal start and finish times of an individual Employee or section of Employees is proposed by Council for less than 6 months in duration, consultation will commence with the Employee/s as early as possible and not less than a two (2) week period prior to the proposed change of hours.
- 5.1.7. Commencement of the temporarily altered start and finish times will be at the end of the consultation period or sooner by mutual agreement.
- 5.1.8. Temporary alterations will be documented.
- 5.1.9. Where an alteration is proposed by Council that is for more than six (6) months in duration, consultation will occur in accordance with clause (3.2 Consultation - Introduction of Change and 3.3 – Council’s Duty to Consult Over Change).
- 5.1.10. Where an agreement cannot be reached, Council reserves the right to manage its business by implementing changes to start and finish times. Before implementation of any change to start and finish times Council will take into account any personal / hardship issues raised by the Employee/s or their nominated representative.


5.2. Stream B and Stream C Employees

- 5.2.1. Full-time Employees will be required to work an average of 38 ordinary hours per week as well as a reasonable amount of overtime as may be required from time to time. These hours may be worked on any day of the week Monday to Sunday on an agreed basis. Where an Employee works their ordinary hours on a Saturday or Sunday or outside of the below scope of hours, the provisions of the relevant Award/s, including the relevant allowances, loadings and penalties, will apply.

Example: An Employee works any five days in seven, in this example from Wednesday to Sunday, their total rate of pay would be as follows:

<i>Wednesday to Friday inclusive</i>	<i>24 hours at ordinary hourly rate</i>
<i>Saturday – First 3 hours @ 1.5 times and then 5 hours @ double time</i>	<i>14.5 hours at ordinary hourly rate</i>
<i>Sunday – All 8 hours @ double time</i>	<i>16 hours at ordinary hourly rate</i>
<i>Total</i>	<i>54.5 hours at ordinary hourly rate</i>

- 5.2.2. For Stream B and Stream C Employees, an Employee’s ordinary hours will be worked between the hours of 5:00am and 7:00pm with the provisions of the relevant Award/s, including the relevant allowances, loadings and penalties being applicable.
- 5.2.3. Full-time Employees who accrue a Rostered Day Off (RDO) will work a standard eight and half (8.5) hours per day, where the day immediately preceding the RDO will be reduced by 30 minutes.



5.2.4. Where it is mutually agreed between an Employee or group of Employees and their supervisor, the Employee/s may delay their meal break up to a maximum of two (2) hours, without penalty. The normal meal break will be taken on the completion of the task at hand.

5.3. Employees Supervising Other Award Employees

5.3.1. All Employees covered by Stream A, who directly supervise Employees who work an ordinary 38 hour week, who are required to work the same hours, will be paid for 38 hours per week worked at the hourly rate calculated for 36.25 hours per week. All hours worked in excess of 36.25 hours will be paid at the appropriate penalty rate based on the hourly rate calculated on the 36.25 hours per week.

5.4. Rostered Days Off

5.4.1. The Parties to this Agreement recognise the importance of providing ongoing services to rate payers. To this end it is agreed that Employees will work an amount of additional hours per day that will be accrued to allow the Employees to have one (1) Rostered Day Off (RDO) in each fortnight.

5.4.2. On receipt of two (2) days' notice and on an agreed basis where possible, an Employee may be required to work on an RDO. Consideration will be made by Council of any prior commitments by the Employee for their RDO. Such an RDO will be banked as Accrued Time Banked.

5.4.3. If a statutory holiday falls on the day on which the Employee is rostered off, such Employee will take the RDO on the next business day or at a mutually convenient time if agreed to between the Employee and their supervisor.

5.4.4. It will be clearly understood and agreed that rostering of Employees to accommodate the nine (9) day fortnight will be prepared in such a manner as to maintain existing service levels and efficiency. This may result in a relatively strict roster, which will not always accommodate individual Employees' preferences as to which days are rostered for them, however, Council will not unreasonably deny an Employee's preference.


5.4.5. Any Employee who falls sick on an RDO will not receive any further day in lieu thereof.

5.4.6. An Employee may bank an RDO in accordance with clause 5.5 Accrued Time Banked.

5.5. Accrued Time Banked

5.5.1. Council's preference is to provide payment, at the applicable rate for any overtime worked; however, the Employee may request that any such time be banked to the Employee's Accrued Time Banked (ATB).

5.5.2. Any time accrued by an Employee through either the banking of RDOs or approved TOIL will be added to the Employee's ATB at ordinary time.



5.5.3. Any accrued time in excess of 100 hours will be paid out on a half yearly basis; in February and August each year after notification to all Employees that the payout process will be triggered in the following pay period.

5.5.4. When required, all ATB in excess of 100 hours will be paid out at time and a half.

5.6. Call Out –Stream A Employees

5.6.1. This clause relates to Employees who are on-call only. A call-out will occur when the Employee on-call is required to leave their place of residence or another location which is not a place of work when receiving the call and are required to attend a site/location in order to assess and/or rectify the situation which gave rise to the call-out provided that the Employee is not currently within the four (4) hour time period of a previous call-out.

5.6.2. Provided that if any Employee whilst on-call Monday to Friday, is called out and required to perform any other work for which rates of pay are fixed by Stream A or this Agreement, they will be paid for the time so worked at the overtime rate prescribed.

5.6.3. Provided that if any Employee, whilst on-call on a Saturday, is called out and required to perform any other work for which rates of pay are fixed by Stream A or this Agreement, they will be paid for the time so worked at the overtime rate prescribed. This will be in addition to the on-call allowance.

5.6.4. Provided that if any Employee, whilst on-call on a Sunday, is called out and required to perform work for which rates of pay are fixed by Stream A or this Agreement, they will be paid for the time so worked at the overtime rate prescribed in lieu of the ordinary rate with the remainder of the time being paid at ordinary rates for up to a period of eight (8) hours.

5.6.5. Provided further, if the time worked by the Employee at overtime rate is eight (8) hours or more, then the Employee will be entitled to receive only the amount earned by them at overtime.

5.6.6. Notwithstanding clause 5.6.1 above, an Employee will also be deemed to have been called- out where, through remote telecommunication means, they manage, assess and rectify the situation for which the call-out occurred.

5.6.7. The first call-out undertaken on any day whilst the Employee is on-call, will be paid at a minimum of four (4) hours.

5.7. Call Out –Stream B and Stream C Employees

5.7.1. A call-out will occur when an Employee, whether on-call or not, is required to leave their place of residence or another location which is not a place of work when receiving the call and are required to attend a site/location in order to assess and/or rectify the situation which gave rise to the call-out.

- 5.7.2. The initial call-out for a day will be paid at a minimum rate of four (4) hours pay at the appropriate overtime rates, and any subsequent call-out on that day will be paid at a minimum of two (2) hours pay at the appropriate overtime rates.


Example: An Employee is called out at 7:00pm to attend to an incident and should that incident be dealt within 1.5 hours and the Employee returns home and then receives another call-out at 9:00pm and the Employee completes this incident within one (1) hour – the Employee will receive a total of six (6) hours at the appropriate rates of pay to cover both of those call-outs. If only the first call-out occurred a minimum of four (4) hours is payable at the appropriate rates of pay.


6. Leave Entitlements

Leave entitlements under Part Six of this Agreement are provided for in the Queensland Employment Standards (QES) of the Industrial Relations Act 2016. Clauses 6.1 – 6.12 of this Agreement supplement the QES and the relevant conditions stipulated by the relevant Awards.

6.1. Personal/Carer's Leave

- 6.1.1. Personal/carer's Leave is available to Employees who are unable to work due to Health Concerns, or who are required to care or provide support to a member of the Employee's immediate family or household who has Health Concerns. In accordance with clause 6.1.10, this clause may be used for preventative health and medical appointments. It is an insurance to protect the Employee and their family against hardship should the Employee be unable to continue their work and should only be utilised when an Employee genuinely requires personal leave or is required to provide care or support.
- 6.1.2. Where an Employee is unable to attend work due to Health Concerns or the need to provide care for a family member or household with Health Concerns, they are required to contact their Supervisor directly by telephone and inform them of their absence as soon as practicable but no later than half an hour after the Employee's scheduled starting time.
- 6.1.3. Text messages or emails or notification to a third party, such as another Employee are not acceptable. In contacting their Supervisor, the Employee must advise Council of the period, or expected period of the personal leave.
- 6.1.4. Full-time Employees will accrue personal/carer's leave at the rate of one (1) day per month in the first twelve (12) months of employment, thereafter the rate of fifteen (15) days per year for each year of continuous service with Council, credited at the start of the second and each subsequent year of service on their anniversary date. Part-time and fixed-term Employees will accrue personal/carer's leave on a pro-rata basis in relation to the ordinary hours worked. Employees may take up to their total accrued personal leave as carer's leave, in accordance with clause 6.1.1.

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- 6.1.5. Council will recognise prior continuous service for all Employees and provide portability of personal leave in accordance with clause 20 of Division 2 - Section 1 of Stream A. Upon commencement of employment with Council, the accrual of personal leave will be in accordance with clause 6.1.4.
- 6.1.6. Unused personal/carer's leave is cumulative from year to year, however, it will not be paid out on termination, unless the Employee meets the eligibility criteria stated in clause 4.12.
- 6.1.7. Due to the nature of the employment contract casual Employees will not accrue any paid personal/carer's leave.
- 6.1.8. To be entitled to be paid personal/carer's leave, an Employee must provide Council with notice as required under clause 6.1.2 documentary evidence that would satisfy a reasonable person (such as a medical certificate or other document suitable such as a statutory declaration), detailing the nature of the absence (i.e. personal/carer's leave or preventative leave) is required for all personal/carer's leave claimed:
- a) in excess of two (2) days; or
 - b) when taken immediately preceding or following a public holiday and/or rostered day off.
- 6.1.9. Where a statutory declaration is provided in support of a claim for personal/carer's leave, such statutory declaration, will be limited to periods of personal/carer's leave of up to four (4) days. Personal/carer's leave extending beyond four (4) days will require a medical certificate from a Registered Health Practitioner (as defined in clause 1.7 of this Agreement). The ability to submit a statutory declaration for periods of greater than 4 days will be considered for extenuating circumstances on a case-by-case basis.
- 6.1.10. Employees will be entitled to access personal leave of up to two (2) full time working days of personal leave per annum, (pro-rata for part-time Employees) to attend preventative health or routine medical appointments with a Registered Health Practitioner, as defined by the Australian Health Practitioner Regulation Agency, or for supporting mental and emotional health concerns. Employees will be required to seek approval from their supervisor a minimum of one (1) working day prior to the personal leave being taken for appointments, or earlier if practicable. Where an Employee is subject to absenteeism management, they will continue to be managed in accordance with clause 6.2 (absenteeism management).
- 6.1.11. Personal/carer's leave may be taken in a minimum of thirty (30) minute blocks then fifteen (15) minute blocks thereafter.
- 6.1.12. An Employee who has Health Concerns whilst on annual leave and/or long service leave will be paid personal leave and a corresponding amount of time added to the Employee's annual leave or long service leave entitlement, provided that:

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- a) a Registered Health Practitioner certifies that the Employee would be unfit to perform normal duties for a period of not less than five (5) working days; and
 - b) the Employee notifies Council as soon as practicable.

6.1.13. An Employee in receipt of worker's compensation may opt to use personal leave accruals to make up the difference between payments received from Local Government WorkCare and the Employee's average weekly earnings which will be calculated by:

- a) taking the Employee's weekly wages for the three (3) months prior to the injury and averaging these wages to devise a standard rate. The difference between payment by Local Government WorkCare and this calculated rate will be the gross amount to be paid by Council to the injured Employee.
- b) the amount debited against the Employee's personal leave accrual will be calculated by dividing the additional payment by the Employee's ordinary hourly rate.

6.2. Absenteeism Management

6.2.1. The Parties to this Agreement recognise that absenteeism and/or misuse of personal/carer's leave is detrimental to the operations of Council.


6.2.2. This procedure is designed to curtail sick leave misuse and absenteeism by Employees who are absent from work and who are not genuinely unfit for duty or accessing preventive sick leave in accordance with clause 6.1.10 and is to operate notwithstanding other provisions of this Agreement.

6.2.3. Personal/carer's leave is an insurance to protect Employees and their families against financial hardship should the Employee be unable to continue in their normal occupation.

6.2.4. Council will, from time to time, review Employee personal/carers leave records with a view to establishing a list of Employees who have a record of attendance which gives cause for reasonable concern.

6.2.5. Any Employee with a record of attendance which gives cause for reasonable concern will be interviewed by Council. The Employee will be notified, at the time of setting the interview time and date, that they are entitled to have an advocate or a support person of their choice present at the initial and any subsequent meeting. If the discussion does not provide satisfactory reason for the Employee's absences, then a letter of warning is to be sent to the Employee and appropriate actions for improvement documented.

6.2.6. If no improvement is observed in the next period, the Employee will again be interviewed and if the interview results in unsatisfactory reasons being given, then a second letter of warning is to be sent to the Employee, also indicating proof of illness or a certificate may be required for any subsequent absence. This letter of



warning will also inform the Employee that unless their attendance record improves further disciplinary action, up to and including termination of employment may follow.

6.2.7. If the above action still results in unsatisfactory attendance, further disciplinary action, up to and including termination of employment will follow.

6.2.8. The above procedure does not withdraw Council's right to take action against fraudulent behaviour which may justify summary dismissal. Filling out a false personal leave or carer's leave application and claiming personal or carer's leave payment, when that Employee's application is not genuine, may be considered to be fraudulent.

6.3. Unpaid Leave

6.3.1. Employees will be entitled to apply for a period of unpaid leave of absence from work. Unpaid absence from work will fall into three (3) categories as detailed below:

- a) Category 1 – will mean any unpaid leave for less than six (6) months;
- b) Category 2 – will mean any unpaid leave from between six (6) and 12 months;
- c) Category 3 – will mean any unpaid leave in excess of 12 months.

6.3.2. Any requests for unpaid leave under Category 1 will require the Employee to provide their Manager with a written request for unpaid leave with a minimum of four (4) weeks' notice or as otherwise agreed. Written requests are to provide full details of the reason for the leave as well as the time required.

6.3.3. Any requests for unpaid leave under Category 2 will require the Employee to provide their General Manager/Chief Officer with a written request for unpaid leave with a minimum of six (6) weeks' notice or as otherwise agreed. Written requests are to provide full details of the reason for the leave as well as the time required.

6.3.4. Any requests for unpaid leave under Category 3 will require the Employee to provide the Chief Executive Officer with a written request for unpaid leave with a minimum of eight (8) weeks' notice or as otherwise agreed. Written requests are to provide full details of the reason for the leave as well as the time required.

6.3.5. Periods of unpaid leave will not break the Employee's continuity of service, however, the period of unpaid leave will not count towards the accrual of any entitlements that would usually apply statutorily to the Employee.



6.4. Annual Leave

6.4.1. Accruals

- 6.4.1.1. For Stream A, full time Employees who work 36.25 ordinary hours per week will be entitled to 145 hours of paid annual leave at the completion of each year of service.
- 6.4.1.2. For Stream B and Stream C, full-time Employees who work 38 ordinary hours per week will be entitled to 152 hours of paid annual leave at the completion of each year of service.
- 6.4.1.3. Part-time and fixed term Employees will accrue annual leave on a pro-rata basis according to the Employee's ordinary hours of work. Due to the nature of the employment contract casual Employees will not accrue any annual leave.
- 6.4.1.4. For Stream A, Continuous Shift Workers, as defined in clause 1.9.1 of this Agreement, who work 36.25 ordinary hours of work per week will be entitled to an additional 36.25 hours of paid annual leave at the completion of each year of service.
- 6.4.1.5. For Stream B and Stream C, Continuous Shift Workers, as defined in clause 1.8 of this Agreement, who work 38 ordinary hours per week will be entitled to an additional 28 hours of paid annual leave at the completion of each year of service.

6.4.2. Access to Annual Leave at Half Pay

- 6.4.2.1. Annual leave may be taken at half pay, effectively doubling the period for which leave can be taken.
- 6.4.2.2. The minimum period of annual leave taken at half pay is ten (10) days (i.e. five (5) days at full pay taken over ten (10) days) and the maximum period of annual leave taken at half pay is eight (8) weeks (i.e. up to a total of four (4) weeks at full pay taken over eight (8) weeks). This applies to any twelve (12) month period.
- 6.4.2.3. Notwithstanding clause 6.4.2.2, parental leave can be combined with an unlimited period of annual leave at half pay to a maximum combined period of 52 weeks.
- 6.4.2.4. Applications for half pay annual leave will not be unreasonably denied, taking into consideration the following:
 - a) Whether the taking of half pay annual leave meets the area's business and operational requirements;
 - b) The Employee's current leave balance to ensure accrued leave remains below Council's maximum leave accrual rate; and
 - c) The ability to provide coverage for the leave period, including the cost associated with arranging coverage.



6.4.3. Notice of Taking Annual Leave

6.4.3.1. Employees will be required to provide Council with the following written notice periods of their intention to take annual leave, unless otherwise agreed:

- a) For annual leave of between a minimum of one (1) hour and a maximum of three (3) hours, a minimum twenty-four (24) hour notice period will be required;
- b) For leave periods greater than three (3) hours, two (2) weeks' written notice will be required.

6.4.3.2. Council will attempt to comply with an Employee's request for annual leave and where operational requirements dictate, Council may refuse to grant the request for annual leave.

6.4.4. Payment

6.4.4.1. All monies owing to an Employee for annual leave purposes will be paid to the Employee incrementally on their usual pay day, unless other arrangements are mutually agreed between the Employee and Council. Payment for annual leave will attract an additional payment of a leave loading of 17.5% on the Employee's ordinary hourly rate of pay.

6.4.4.2. Should an Employee's employment be terminated under the terms of this Agreement prior to the Employee working a full year, the Employee will be paid any annual leave they have accrued in line with this Agreement.


6.4.5. Annual Leave Reduction Scheme

6.4.5.1. Where an Employee has accrued an excessive amount of annual leave, being greater than two (2) years of entitlements, the Employee will be required to participate in a leave reduction scheme. Such scheme will require the Employee to reduce their accrued bank of annual leave over an agreed period of time.

6.4.5.2. Notwithstanding the provision of sub-clause 6.4.5.1, where an Employee accrues in excess of two years' entitlements of annual leave Council may direct the Employee to take such excess leave on the provision of four (4) weeks' notice.

6.5. Purchased Leave

6.5.1. Employees may, with the employer's approval, purchase additional periods of annual leave up to a maximum of six (6) additional weeks' leave in any twelve (12)



month period. Employees' continuous service will not be impacted by entering into a Purchased Leave arrangement.

6.5.2. Superannuation entitlements will be based on an Employees' gross salary prior to commencing a Purchased Leave arrangement.

6.5.3. Leave loading is not applicable to Purchased Leave as this arrangement is outside the annual leave provisions of any industrial instrument.

6.5.4. Purchased Leave will be subject to the employer's directives and procedures.

6.6. Long Service Leave

6.6.1. Accruals

6.6.1.1. All permanent full time Employees will accrue a long service leave entitlement at the rate of 1.3 weeks for each year of continuous service, which will not be payable prior to five (5) years continuous service.

6.6.1.2. Part time and long-term casual Employees will be entitled to long service leave on a pro rata basis in relation to the ordinary hours worked.

6.6.1.3. Long service leave may be taken on a pro rata basis whilst in service after completion of five (5) years continuous service with a Local Government in Queensland.


6.6.1.4. Accrued Long service leave may be taken in minimum lots of four (4) days at one time.

6.6.2. Access to Long Service Leave at Half Pay

6.6.2.1. Long service leave may be taken at half pay, effectively doubling the period for which leave can be taken. The minimum period of long service leave taken at half pay is ten (10) days (i.e. a total of five (5) days at full pay taken over ten (10) days) and the maximum period of long service leave to be taken at half pay is fifty-two (52) weeks (i.e. up to a total of twenty-six (26) weeks at full pay taken over 52 weeks). This applies to any twelve (12) month period.

6.6.3. Long Service Leave Reduction Scheme

6.6.3.1. Long Service Leave Reduction Scheme Except in exceptional circumstances, the Employee will be required to participate in a leave reduction scheme where an Employee has accrued in excess of 26 weeks' long service leave. Such scheme will require the Employee to reduce their accrued bank of long service leave over an agreed period of time to the maximum of 26 weeks accrued long service leave. If the Employee and Council cannot agree, Council may decide when the Employee is to take leave by giving the



Employee at least three (3) months' written notice of the date on which the Employee must take at least four (4) weeks' long service leave.

6.7. Parental Leave

6.7.1. Primary Caregivers Leave

6.7.1.1. On completion of one year's continuous service, an employee who is a Primary Parent or Guardian will be entitled to parental leave of fourteen (14) weeks on full pay or twenty eight (28) weeks on half pay. This leave will commence upon the birth or placement of the child or children, or if the Primary Caregiver is the birthing parent, the date of termination if the pregnancy terminates other than by the birth of a living child in the third trimester.

6.7.2. Secondary Caregivers Leave

6.7.2.1. On completion of one year's continuous service, an employee who is a Secondary Caregiver will be entitled to parental leave of two weeks on full pay commencing from the birth or placement of the child unless otherwise agreed with Council.

6.7.3. Change in Caring Responsibilities

6.7.3.1. A Secondary Parent or Guardian will be entitled to Primary Caregiver's Leave where reasonable evidence establishes a change of circumstances which necessitates the employee assuming the Primary Caregiver role, and the change of caring responsibility occurs no later than eight weeks from the birth or placement of the child.

6.7.3.2. Where an employee has used secondary caregiver's leave and assumes the primary caregiver role, any parental leave already taken will be deducted from the 14 weeks entitlement. The total combined Primary Caregiver leave must not exceed 14 weeks.

6.7.3.3. Where both parents or caregivers are employees at council, the total combined primary caregiver leave period must not exceed 14 weeks.

6.7.4. Early Commencement

6.7.4.1. An employee who is the birthing parent will be eligible to commence Paid Parental Leave a maximum of two weeks prior to the expected due date where reasonable evidence establishes that the employee is medically required to commence such leave prior to the expected due date.



6.7.5. Maintenance of Entitlement

6.7.5.1. In the case of stillbirth, infant death or termination post 20 week's gestation, an employee eligible for Parental Leave will maintain their entitlement.

6.7.6. Part Time Employees

6.7.6.1. Part time employees are eligible for parental leave on a pro-rata basis of the average ordinary weekly hours for the preceding 12 months.

6.7.7. Adoption

6.7.7.1. In relation to adoption, this provision will only apply in respect of a child who:

- a) Is not older than 16 years of age at the date or expected date of placement, and
- b) has not (or will not have) resided continuously with the employee for six months as at the date or expected date of placement, and
- c) is not (other than because of the adoption) a child of the employee or the employee's spouse or de facto partner.

6.7.8. All other parental leave provisions, including application to extend parental leave or work part time will be in accordance with the *Industrial Relations Act 2016*.

6.8. Bereavement Leave


6.8.1. Employees, other than casual Employees, may be granted up to five (5) days Bereavement Leave, on full pay on each occasion, where:

- a) the deceased person was a member of the immediate family or household of the Employee; or
- b) the Employee, or the Employee's spouse, is pregnant and the pregnancy ends other than by the birth of a living child.

6.8.2. This will be subject to the production of evidence of death satisfactory to Council, or the completion of a statutory declaration under the provisions of the Oaths Act 1867.

6.8.3. Periods of a longer duration will be subject to approval by the CEO and will be determined on an individual, case-by-case basis.

6.8.4. Where the deceased person does not qualify as immediate family as stated by clause 6.8.1 (a), the Employee will be entitled to apply for special bereavement



leave that will be subject to the approval of the CEO and will be determined on an individual, case-by-case- basis.

6.9. Emergency Services Leave (SES/Rural Fire Brigades/QAS) and Armed Services Leave

6.9.1. Council supports Employees who participate in the above activities and will provide paid leave in addition to annual leave for those Employees registered with Council as belonging to an Armed Service, subject to approval by the relevant Manager.

6.9.2. Where Employees are registered members of the Emergency Services and required to attend an emergency there will be no loss of pay. Where Employees who are Emergency Services members are required to attend an emergency they must obtain approval from their immediate supervisor at the earliest opportunity.

6.10. Natural Disaster Leave

6.10.1. If an event beyond an Employee's reasonable control prevents an Employee from travelling from their normal place of residence to their normal place of work, then line management may approve "Natural Disaster Leave" paid at ordinary time only. Events may include but are not limited to flooding and bush fires.


6.10.2. Approval will depend upon Employees being able to demonstrate that they made all reasonable efforts to attend work or were instructed not to attend work by their supervisor.

6.10.3. Where an Employee is able to present to any of Council's administrative offices, depots or other such places the Employee is required to do so. An Employee attending such a workplace will, if required, carry out duties that are commensurate with the Employee's skill, training and experience even though the work required may not be the Employee's normal work.

Example: Where an Employee who lives at Yeppoon and whose normal location for work is Emu Park is prevented from attending work in Emu Park due to flood waters, that Employee will be required to present to the office/depot located in Yeppoon at the usual commencement time and undertake work commensurate with their skills and abilities. Should it not be possible or practicable for that Employee to undertake any work commensurate with their skills and abilities at the office/depot located in Yeppoon they will be sent home and would then be eligible for the Natural Disaster Leave payment. Such Employee is required to attend the office/depot located in Yeppoon each ordinary workday morning to be eligible for the payment on subsequent days and until the flood waters recede sufficiently to allow access to Emu Park.

6.10.4. Provided that during the day in question the Employee was able to present at Council's administrative offices, depots or other such places and they did not, no payment will be provided for the day.

For example: An Employee cannot attend work due to water over the road at the Employee's usual time of leaving their residence and later in the day the water



recedes to allow the Employee to attend work, they would be required to do so in order to receive payment for the day.

6.10.5. Employees will not place themselves at risk in attempting to arrive at work to meet their obligations under the Natural Disaster Leave clauses.

6.10.6. This provision is not restricted to water over the road and will apply to any reason that an Employee cannot attend work.

6.11. Domestic and Family Violence Leave

6.11.1. Employees impacted by domestic and family violence are entitled to 20 days per year Domestic and Family Violence Leave. Employees may apply for additional leave, which is at the CEO's discretion.

6.11.2. Where an Employee affected by domestic or family violence is concerned for their safety or that of their colleagues, Council will work with the Employee to ensure that safety at work protocols are established.

6.11.3. Further provisions in regard to Domestic and Family Violence are stated in Council's Domestic and Family Violence Directive and Procedure.

6.12. Cultural and Religious Leave

6.12.1. Council recognises that employees from First Nation and/or Culturally Diverse Backgrounds may be obliged to attend cultural, religious and/or ceremonial events. Council agrees to support and recognise cultural diversity in the workplace by not unreasonably refusing employee requests to access accrued leave or Accrued Time Banked for these purposes.


7. Working Arrangements

7.1. Fatigue Rest Provisions

7.1.1. There will be a ten (10) hour consecutive break between the conclusion of ordinary work on one day and the commencement of work on the next day (including weekends and public holidays) and will be in accordance with the relevant Award provisions, Monday to Sunday inclusive.

7.1.2. Where an Employee has been required to work extended hours in response to a genuine work need (whether physically attending to call outs or attending to out of hours telephone calls), and they consider they have not had reasonable rest prior to the commencement of the following workday, the following process is to apply:

- a) The Employee should contact their direct supervisor within 30 minutes of their normal start time, and advise of the work related issue they have attended to out of hours and the circumstances of why they do not feel adequately rested to commence duties at the start of the following work day.
- b) The Employee and supervisor should then make a mutually suitable arrangement for the Employee to recommence duties after they have had a reasonable rest period.

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- 7.1.3. The Employee will be paid for any ordinary time lost as a result of being on a rest period and the time recorded as ordinary time.
- 7.1.4. In the situation where an Employee is fatigued due to providing assistance to the community, for example involvement in an emergency service or jury duty, the Employee can seek an appropriate paid rest period from their supervisor.


Example: an Employee is called out to a job at 11:00 pm and performs work on the job and returns home at 4:00am, the Employee is not required to present to work at the ordinary commencement time on that day; however, they will be required to present to work at 2:00 pm and will cease work at the ordinary finishing time and will be paid for that day as if that Employee was in attendance for the whole ordinary work day.

7.2. End of Year Closedown

- 7.2.1. In line with providing ongoing services to rate payers Council will determine which offices and depots will remain open over the Christmas/New Year period. Determination will be made on a business needs basis and may change from year to year. Council will inform relevant Employees attached to offices and depots at least 12 weeks prior to the Christmas/New Year break if the office or depot is required to remain open.
- 7.2.2. The resourcing levels of the affected offices and depots will be determined by Council. In the first instance, Council will call for Employees to agree to work during this period. Where the number of Employees agreeing to work is not sufficient, as determined by Council to meet the business needs, Council will direct the necessary Employees to work.
- 7.2.3. Employees not required to work during this period may use accrued leave or Accrued Time Banked, or else take the time off as unpaid leave.

7.3. Flexible Work Arrangements

- 7.3.1. Council supports flexible working arrangements that promote a healthy balance between work and personal life. These arrangements may include, but are not limited to, job sharing, part-time work, adjusted working hours and working remotely.
- 7.3.2. All flexible work arrangements will be subject to a review at least every six (6) months, or earlier if requested by either party. The purpose of the review is to assess the ongoing suitability of the arrangement, taking into account operational needs, employee performance, and any changes in personal circumstances. Adjustments may be made by mutual agreement following each review.
- 7.3.3. Flexible work arrangements may be ended by either the employee or Council, on the basis of reasonable operational or personal grounds. Notice of one (1) month will be given unless otherwise agreed. Where possible, both parties should




discuss the reasons for ending the arrangement and explore alternative options if needed. Any decision to end a flexible work arrangement will be confirmed in writing.

- 7.3.4. Agreed flexible work arrangements may differ from those terms and conditions outlined elsewhere in this Agreement. This includes, but is not limited to, variations in standard hours, entitlements (including overtime), or rostered days off.
- 7.3.5. Council will genuinely consider each request for a flexible work arrangement on its own merits and provide a response to any request within 21 days upon receipt of the request in writing.
- 7.3.6. Any request will not be unreasonably denied. The decision will be provided to the Employee in writing along with an explanation as the basis of the decision.
- 7.3.7. Any disputes will be handled in accordance with Councils Dispute Resolution Process.
- 7.3.8. This clause does not replace the entitlements provided under Subdivision 4 – Application to extend parental leave or work part time of the *Industrial Relations Act 2016*.

7.4. Change in Work Location

- 7.4.1. Where an Employee's normal work location is required to permanently change, except where it is customary for that Employee to work in other locations, to meet business and service delivery needs, the Employee will be provided with one (1) months' notice in writing. Individual circumstances will be taken into consideration as much as possible.
- 7.4.2. Where an Employee considers that the permanent change will result in personal hardship, the Employee may request consideration of redeployment, where possible, or a separation payment. Council will not unreasonably refuse the Employee's access to either option.
- 7.4.3. For redeployment, Council will endeavour to find suitable alternative employment at the normal work location for the Employee. All such Employees will be individually interviewed to determine what options may exist for their retraining by Council.
- 7.4.4. Where suitable alternative employment is found for an Employee at a classification with a lower rate of pay, that Employee will continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period of twelve (12) months or until the rate for the lower classification exceeds the actual rate, whichever is earlier.
- 7.4.5. Employees who are transferred to other positions will be eligible for separation payment should it be found within three (3) months by either themselves or Council that the alternate position is unsatisfactory.

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- 7.4.6. Should an Employee not accept a suitable redeployment position and opt to take the separation payment, they are not eligible to apply for that vacancy, should it be advertised externally, within a six (6) month period of receiving that separation payment.
- 7.4.7. Where it is considered that the only option available is to seek early separation from Council, the Employee may request consideration of a separation payment equivalent to two (2) weeks' ordinary rate of pay for each completed year of service plus other payments which they would normally be entitled to on termination.
- 7.4.8. The separation payment will be capped at 26 weeks.

8. Miscellaneous

8.1. Transmission of Business

8.1.1. Where a business, any part of a business or employee is transmitted from Council to a new Employer, and where, at the time of such transmission, an Employee of Council becomes an Employee of the transmittee:

- a) the continuity of service of the Employee will be deemed not to have been broken by reason of such transmission; and
- b) the service that the Employee has had with Council or service with another Council that has been recognised by Council, will be deemed to be service of the Employee with the transmittee.

8.1.2. Council will ensure the transmittee recognises all previous service and accepts responsibility for all accrued entitlements of employment arising from that service, including, but not limited to, accrual of benefits for annual leave, long service leave and personal/carer's leave and recognition of service for redundancy purposes.

8.1.3. Where the transmittee will not accept responsibility for and recognise all previous service and accrued entitlements, immediately prior to the transmission of business, Council will pay to the Employee their accrued entitlements under the terms of this Agreement.

8.1.4. Where Council proposes to transmit the business or any part of the business, Council will commence a consultation process in accordance with clause 3.2.

8.1.5. Where Council declares any position/s redundant as a consequence of a transmission of business or part of a business, Council will apply the redundancy process in accordance with Appendix 1.

8.2. Employment Practices

8.2.1. For vacant positions, Council is committed to advertising internally. Where it is assessed that the skill level or resource may not be available in Council's workforce, the position will be advertised both internally and externally.

8.3. Redundancy Provisions

8.3.1. The redundancy/retrenchment provisions are outlined in Appendix 1.

8.4. Travel Costs

8.4.1. Council will provide all transport between an Employee's normal work location and an alternative work location where possible.

8.4.2. Where an Employee is required to report directly to the job site or an alternative work location, which is within an additional 10km of their normal work location, the Employee will travel by their own means and in their own time.

8.4.3. Where the alternative work location is more than an additional 10km from their normal work location, then Council will pay the difference as travelling time and car mileage (as per the Australian Taxation Office Standard).

Note: The 10km referred to in this clause denotes 10km travelling distance by the most direct and practical route and applies to travel in both directions, that is, 10km to work location and 10km returning from work location.

9. Allowances

9.1. Dead Animal Allowance

9.1.1. An employee required to be engaged to remove dead animals will be paid an allowance of \$10.00 per animal, provided that the removal is supported by a customer service request. This payment does not apply to any employee removing dead vermin arising in the course of their ordinary employment.

9.2. First Aid Allowance

9.2.1. An Employee who is appointed by Council as a First Aid Attendant in their given work area and is the current holder of an appropriate first aid qualification will be paid an allowance in accordance with the relevant Award. This payment will be dependent upon the First Aid Attendant complying with the requirements of the position.

9.3. Health and Safety Representative Allowance


9.3.1. Where an employee is elected and trained as a Workplace Health and Safety representative and who attends and participates in WHS meetings will receive an allowance of \$20.00 per week.

9.4. Live Sewer

9.4.1. The Parties agree that for the purposes of claiming any relevant 'Live Sewer Allowance' the correct and intended definition of live sewer exposure is those Employees who are working in direct physical contact with live sewerage or direct aerial contact with live sewerage work.

9.4.2. Live Sewer Allowance will be paid at the rate of time and one-half for all Employees.

9.4.3. For the avoidance of doubt for 'direct aerial contact' to apply, the following criteria must be met:

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- a) 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
 - b) The work requires the Employee to be in direct physical contact with tools, parts or fittings that are being used for the live sewerage work at that time; and/or
 - c) The Employee would have to place some part of their body into the excavation or other space where the direct physical exposure is occurring for them to properly and safely complete the assigned task.

9.4.4. The payment of the allowance applies only for the period that the above criteria are being met and immediate clean-up at the worksite where the exposure occurs.

9.4.5. 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 will be paid not less than four (4) hours at the appropriate rate.

9.4.6. Notwithstanding the above, the Parties recognise that the above was not properly applied for Fitzroy River Water, Network only Employees of the previous Rockhampton City Council prior to 14 March 2008. Therefore the employer agrees to accept claims in accordance with the current practice for those, and only those, Employees who were employed by Fitzroy River Water, Network Section on 14 March, 2008. This entitlement will only apply to those Employees until such time as those Employees cease to be Employees of the employer or they take up a different role with the employer. To remove any doubt, the Employees who will retain this entitlement have been identified by name in an exchange of letters between the parties.

9.4.7. The allowance will be calculated using the base rate of pay applicable and not any annualised 'All Purpose Rate' that might apply for other purposes in accordance with the terms of this Agreement.

9.5. Living Away Allowance

9.5.1. From time to time, an Employee, given reasonable notice, except in cases of an emergency, may be required to live away from home in order to perform their normal duties.

9.5.2. Such Employee (other than apprentices) will be entitled to the following:

- a) Council will provide suitable transport between their normal work location and the place of accommodation.
- b) For the period that the Employee works in such a location the place of accommodation will be deemed as their work location
- c) No Employee will be expected to stay away from home over weekends or public holidays that are more than one (1) day in duration.

- d) Council will arrange and pay for suitable commercial/private accommodation near the work-site.
- e) Council will reimburse the reasonable cost of three (3) meals a day during such work.
- f) Council will pay an allowance of \$30.00 per day to cover the cost of any other incidental expenses whilst living away.

9.5.3. All Employees covered by this clause will no longer be entitled to any allowance under the relevant Award for living away from home.

9.6. Meal Allowance During Overtime

9.6.1. An Employee will be supplied with a reasonable meal at Council's expense or be paid an allowance of \$21.53 at all paid meal breaks prescribed in the relevant Award or this Agreement. This allowance will be indexed in accordance with Agreement wage increase percentage from Year 1 of this Agreement.

9.7. On-Call Allowance

9.7.1. Employees directed to remain on-call must be able to be contacted and be able to respond within a half-hour of being contacted and must be 'fit for duty'.

9.7.2. An Employee will not be considered to be on-call due solely to a customary/planned arrangement whereby the Employee returns to Council's premises outside of hours to perform a specific job.

9.7.3. Employees covered by this clause will no longer be entitled to any additional on-call allowance under their relevant Award for being on-call.

9.8. On Call Monday to Friday

9.8.1. An Employee required to remain on-call during any day or night outside their ordinary working hours will be paid on-call allowance of \$30.00 for each Day during which they remain on-call on weekdays only. This allowance will be indexed annually, commencing in Year 1 in line with the Agreement wage increases.

9.9. On Call Saturday

9.9.1. Where an Employee is directed to remain on-call on this Day, they will be paid a sum equal to four (4) hours ordinary pay.

9.10. On Call Sunday and Statutory Holidays

9.10.1. Where an Employee is required to remain on-call on these Day/s, they will be paid a sum of eight (8) hours at their ordinary rate for each Day.

9.10.2. In the case of statutory holidays only, the Employee will be credited for one (1) day's annual leave exclusive of annual leave loading.

9.11. Shift Allowance

9.11.1. In addition to the wage rates prescribed in this Agreement, shift workers will be paid a 15% allowance. The provisions of this clause will be in accordance with the relevant Award.



9.12. Working in the Rain

9.12.1. Working in the rain will only occur if it is essential as determined by line management.

9.12.2. Where Employees are required to work in the rain, they will be issued with wet weather gear to protect their clothing. Where wet weather gear has been issued, the Employee must have it available for use. At the end of the task, the Employee, where practicable, may return home to change into dry clothing (including appropriate footwear) and return to work.

9.12.3. Where an Employee is required to perform work in the rain and by so doing gets their clothing wet they will be paid double rates for all work so performed. Such payment will continue until the Employee finishes work or until the clothing dries or is able to be changed, whichever is earlier.

9.12.4. An Employee entitled to an additional payment pursuant to this clause will not be entitled to any additional payment for Wet Places.

9.12.5. All Employees covered by this clause will no longer be entitled to any allowance under Stream A, B, or C for working in rain.

9.12.6. An employee entitled to payment pursuant to this clause is also entitled to claim Live Sewer Allowance in accordance with clause 9.10 simultaneously.

9.12.7. Where Employees are unable to carry out their normal duties due to natural events and are not required for urgent work, they agree to actively participate in relevant training or other productive activity.

9.13. Working with Synthetic Fluids and Oils Allowance

9.13.1. Suitably qualified and accredited mechanics/fitters who, in their day to day duties, are exposed to synthetic oils, fluids, and coolants in the maintenance and repair of:

- a) Power steering units
- b) Braking systems
- c) Automatic transmissions
- d) Air conditioning units

9.13.2. Will be paid an additional allowance of \$0.35 for each hour worked with such substances.

9.14. Annualised Allowances – Stream A Employees

9.14.1. Annualised Locality Allowance

9.14.1.1. Council in recognising the continuing nature of “Locality Allowance” to all Employees engaged under Stream A agrees to annualise this allowance.

9.14.1.2. Council will hereby include within the classification structure the payment of \$18.70 per week for all Employees paid under this Agreement.

9.14.1.3. All Employees covered by this clause will no longer be entitled to any allowance under the Stream A for Locality Allowance.

9.14.1.4. This allowance will be incorporated within the annualised rate in accordance with Appendix 2.

9.14.1.5. The annualised rate will be used for the calculation of superannuation and leave benefits.

9.15. Annualised Allowances –Stream B and Stream C Employees

In recognition of the cost of processing allowances, which are otherwise applicable under relevant Awards, it is agreed that the following allowances be annualised. These allowances will be incorporated within the pay classification structure, however, are not reflected in the remuneration schedule in Appendix 3.

The annualised rate, which incorporates the annualised allowances, will be referred to as the 'All Purpose Rate' and will be used for the calculation of superannuation and leave benefits.

9.15.1. Site Allowance

9.15.1.1. This clause covers the following allowances:

- a) "Construction, reconstruction, alteration, repair and/or maintenance work Allowance", "Rubbish Dumps Allowance", "Wet Places/Working in Water Allowance", "Quarry Allowance", "Dirt Money" as prescribed in Division 2, Section 5, of Stream B.
- b) "Construction/On Site Allowance", "Dirty Work Allowance", "Repair Work Allowance" as prescribed in Division 2, Section 2 of Stream C.
- c) "Dirty Work Allowance", "Wet Work and Work in Rain Allowance", "Construction/on site Allowance", "Construction Allowance" as prescribed in Division 2, Section 1, of Stream C.

9.15.1.2. Council, in recognising the continuing nature of these general disability allowances to all Employees covered by the relevant Awards, agrees to annualise this allowance.

9.15.1.3. Council will hereby include within the classification structure the payment of \$40.00 per week for all relevant Employees covered by this Agreement, indexed in accordance with the wage percentage increase commencing in Year 2. For all relevant Employees covered by this clause will no longer be entitled to claim the abovementioned allowances which may have otherwise been payable under the relevant Award.

9.15.2. Toilet Cleaning Allowance

9.15.2.1. Council, in recognising the continuing nature of this allowance to all Employees covered by Division 2, Section 5, of Stream B agrees to annualise this allowance. Employees required to clean toilets, other

than merely by hosing them, will be paid an allowance at the rate of \$5.50 per day. All Employees covered by this clause will no longer be entitled to claim the abovementioned allowances which may have otherwise been payable under the relevant Stream B.

9.15.3.Tool Allowance

9.15.3.1. Council, in recognising the continuing nature of the “Tool Allowance” paid to all Employees covered by Stream C engaged under the Agreement, agrees to annualise this allowance whilst such Employees continue to supply their own tools.

9.15.3.2. In accordance with the Award rate (Plumber and Gasfitter), Council will hereby include within the classification structure the payment of \$30.45 per week (or as varied from time to time under the Award) for the following trades’ Employees:


- a) Mechanics
- b) Fitters
- c) Plumber/Drainers
- d) Drainers
- e) Electricians
- f) Form setters
- g) Carpenters

9.15.3.3. Apprentices in all disciplines will be provided tools to the value of the full tool allowance allocated at the commencement of each year of their apprenticeship, in accordance with the following:

Year	Allocation
1	\$3,000
2	\$1,080
3	\$1,080
4	\$1,080

9.15.3.4. All tools will remain the property of Council until the date of completion of the apprenticeship when ownership will transfer to the Employee. In the event of an apprentice leaving Council’s employ prior to completing the apprenticeship, the Apprentice will be given a pro-rata allocation of tools upon termination.

9.15.3.5. All Employees covered by this clause will no longer be entitled to any allowance under their relevant Parent Award for providing tools.



9.15.4. Rubbish and Sanitary Allowance

- 9.15.4.1. Council, in recognising the continuing nature of the “rubbish and sanitary operations allowance” paid to Employees engaged as drivers of rubbish vehicles and their assistants under Division 2, Section 5, of Stream B, agrees to annualise this allowance.
- 9.15.4.2. Council will hereby include within the classification structure the payment of \$91.58 per week for all Employees covered by this clause. This payment encompasses the cleaning of rubbish and sanitary vehicles. All Employees covered by this clause will no longer be entitled to claim the abovementioned rubbish and sanitary operations allowance under Stream B.
- 9.15.4.3. Council continues to recognise the historical application of this allowance to current Employees who are primarily engaged to undertake street sweeping vehicle operations. This entitlement will continue to apply to those Employees until such time as those Employees cease to be Employees of Council or they take up a different role within Council. To remove any doubt, the identified Employees and their relevant unions will be notified in writing of this arrangement prior to certification of this Agreement.

9.15.5. Fares and Travelling Allowance

- 9.15.5.1. Council will make the payment of \$57.50 per week “Fares and Travelling Allowance” to Employees covered by the Division 2, Section 1, of Stream C.
- 9.15.5.2. For the avoidance of doubt this allowance will not be paid to Employees who are provided a company vehicle to travel to and between work locations.
- 9.15.5.3. The Parties recognise that the above has not been properly applied for Employees of the previous Councils for many years. Therefore, Council agrees to accept claims in accordance with the current practice for those and only those Employees, who were employed under the then Building Trades Public Sector Award – State 2002 on 14 March 2008. This entitlement will only apply to those Employees until such time as those Employees cease to be Employees of Council or they take up a different role within Council. To remove any doubt, the Employees who will retain this entitlement will be identified by name in an exchange of letters between the parties prior to certification of this Agreement and each Employee will be notified in writing.

9.15.6. Leading Hand Allowance

9.15.6.1. Council, in recognising the continuing nature of “Leading Hand Allowance” paid to Employees engaged under Agreement Division 2, Section 5 of Stream B and Division 2, Section 1 and 2 of Stream C, agrees to annualise this allowance.

9.15.6.2. Council will hereby include within the classification structure a weekly payment for all Employees covered by this clause as per the below table. This table is based on the complexities, responsibilities and accountabilities of the various Team Leader/Leading Hand positions that are present across Council’s operational and construction areas as described in Appendix 5.

Team Leader / Leading Hand Classification	Weekly Allowance
Maintenance/minor construction	\$80.00
Standard – Construction	\$105.00
Complex/Difficult Construction	\$160.00

9.15.6.3. Allowance to be indexed in accordance with the wages percentage increase commencing in Year 2.

9.15.6.4. Note: Such positions are classified as per the Team Leader/Leading Hand Matrix and this is based on:


- a) Level of Employees management, i.e. size of crews;
- b) Level of responsibility/accountability, i.e. quantity and complexity of work undertaken by crews supervised; and
- c) Adherence to relevant legislation and technical requirements.

9.16. Exhumations Allowance –Stream B Employees

9.16.1. Persons engaged (including assistants) in the removals or exhumations of a body or bodies and/or body parts, will be remunerated at double time with a minimum payment of four (4) hours. This payment is also applicable for:

- a) Digging in water logged ground where human seepage is draining from other graves; or
- b) Hammer and drill work – Grave diggers engaged on hammer and drill work, using gads and moils, machine drills, pneumatic picks or mechanical picks; or
- c) Re-opening graves – later than six (6) days after burial and/or before six (6) months after burial; and
- d) The physical action of needing to handle the remains or identification plaques within the confines of the grave.

9.16.2. Provided further that no less than four (4) persons should be employed on any exhumation and/or removal of a person over eight (8) years of age; nor will less



than two (2) persons be employed on the exhumation and/or removal of children between the ages of two (2) and eight (8) years.

9.16.3. Provided that where ground conditions warrant it, not less than two (2) persons will be employed on re-opening graves which are required to be sunk more than 2.13 metres.

9.16.4. All Employees engaged upon digging graves in waterlogged ground will be supplied with suitable rubber boots by Council, as well as all other personal protective equipment required to carry out the function/s in a safe manner.

9.17. Mixed Functions –Stream B and Stream C Employees

9.17.1. Where a Stream B and C Employee is directed by Council to undertake responsibilities at a higher level, they will be paid at the higher classification level as follows:

- a) For a period of up to one (1) hour – there will be no payment.
- b) For a period greater than one (1) hour and up to four (4) hours – the actual time in control of that vehicle/plant in increments of one (1) hour.
- c) For a period of greater than four (4) hours in one (1) working day – the total hours worked on that day.

Note: To avoid confusion, the time referred to is the clock time from when the Employee first operates that vehicle/plant on that day until the Employee ceases to operate that plant/vehicle on that day provided there has not been a period of greater than two (2) hours when the Employee has not operated that vehicle/plant. Operates include pre-start checks and any required operator's maintenance activities.

9.18. Multi-Skilled Allowance –Stream B Employees

9.18.1. Where an Employee's position is within a classification level of the Division 2, Section 5, of Stream B, holds more than one (1) current skills, qualifications, licences or tickets to meet the criteria for that classification level and is directed by Council to utilise the skills, qualifications, licences or tickets will receive an allowance of \$0.80 per hour for the time worked greater than one (1) hour.

9.18.2. Where an Employee's position is within a classification level of the Division 2, Section 5, of Stream B, and the position description mandates more than one (1) of those skills to meet the criteria for that classification level, that Employee will receive an allowance of \$0.80 per hour for all hours worked.

9.18.3. If an employee is in receipt of the allowance as per clause 9.18.2, then clause 9.18.1 is not applicable.

9.18.4. Further details on skills applicable to those Employees covered by the Division 2, Section 5, of Stream B, are contained in Appendix 4 to this Agreement.

9.19. Repair of Unclean Vehicles and Plant Allowance –Stream B and Stream C Employees

9.19.1. Employees who are engaged in the repair of the bodies of vehicles and plant used as sanitary or rubbish vehicles or vehicles used to transport tar and bitumen where such vehicles and plant have not been thoroughly cleaned down immediately before work on such repairs is commenced, will be paid an additional allowance of \$1.15 per hour for the work so engaged.

9.20. Trade Market Rate Allowance –Stream C Employees

9.20.1. Employees employed under the Stream C, who hold the relevant Certificate III (or above) trade qualification directly required in the performance of their position, will be entitled to receive an hourly Trade Market Rate Allowance of \$3 per hour for all hours worked.

9.20.2. The hourly allowance will be paid on all forms of paid leave.

9.20.3. The Trade Market Rate Allowance will be paid from certification and indexed commencing in Year 2 in line with the Agreement wage increases, for the life of this Agreement. The Allowance will be reviewed in consideration of market and supply changes and conditions, during negotiations for a replacement to this Agreement.

10. Union Representation

10.1. Union Recognition

10.1.1. This Agreement recognises the Unions party to this Agreement and their accredited representatives as legitimate representatives of Employees covered by this Agreement.

10.1.2. The Parties acknowledge that structured, collective industrial relations will continue as a fundamental principle of Council.


10.2. Responsibilities and Rights of Union Organisers/Delegates

10.2.1. Organisers or other officials will have the following responsibilities when dealing with Council or with Employees:

- a) Minimise disruption associated with Union consultation.
- b) Provide reasonable notice to line management prior to holding discussions with Employees/groups of Employees.
- c) Reasonable notice will mean notice that minimises disruption to any scheduled work program.
- d) Ensure management are aware of issues early to encourage speedy rectification.
- e) To understand and recognise the legitimate business obligations of Council while seeking the best possible arrangements for their members.

10.2.2. Union Delegates will be afforded the following rights:

- a) To be treated fairly and to perform their role as Union Delegate without any discrimination in their employment.

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- b) To formal recognition by Council that endorsed Union Delegates speak on behalf of Union members in the workplace on matters relating to applicable industrial legislation and industrial instruments.
 - c) To bargain collectively on behalf of those they represent.
 - d) To consultation and access to reasonable information about the workplace and the business.
 - e) To reasonable paid time to represent the interest of members to Council and industrial tribunals.
 - f) To reasonable paid time during normal working hours to consult with Union members following management approval.
 - g) To reasonable paid time, at ordinary rates, to participate in the operation of the Union that is specific to Council.
 - h) To reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a Delegate and consulting with workplace colleagues and the Union.
 - i) To place Union information relevant to Council's Employees on a notice board in a prominent location in the workplace, without displacing other business critical communication.
 - j) To take accrued leave entitlements to work with the Union, on the proviso that this secondary employment is approved by the CEO.

10.3. Trade Union Training Leave

10.3.1. Upon application to their manager, a Union Workplace Delegate will be granted up to five (5) working days leave on ordinary pay each calendar year, non-cumulative, to attend courses and seminars conducted by or approved by the respective Union/s, provided that Council is not involved in any other costs except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the Employee.

10.3.2. The granting of such leave will be subject to Council's convenience and will not unduly affect the operation of Council.

10.3.3. The scope, content and level of the course will be such as to contribute to a better understanding of industrial relations.

10.3.4. The Union/s will notify Council well in advance of upcoming courses.

10.4. Right of Entry

10.4.1. With prior approval of the Chief Executive Officer or their delegate, following a minimum of 24 hours' notice, an official or officer of the Union/s will have the right to enter Council's establishment immediately prior to or following working hours for the purposes of conducting appropriate Union business, provided that there will be minimal disruption to work by the representative of the Union membership.

10.4.2. An official or officer of the Union/s will have the right to enter Council's establishment during working hours for the purposes of conducting appropriate Union business, provided that there will be minimal disruption to work by the representative of the Union membership, and as long as the Union Official has notified the appropriate management that they are attending the workplace.



10.5. Access to Union Officials

10.5.1. Access to Union Officials Council will allow unrestricted access by its Employees during normal working hours to accredited officials of the Union/s party to this Agreement, with prior approval from the General Manager/Chief Officer or their nominee.

10.6. Union Fees Paid by Payroll Deduction

10.6.1. Council will provide a payroll deduction scheme for any Employees who wish to have their Union fees deducted from their payroll.

10.7. Access and Facilities

10.7.1. The following facilities will be made available to the parties involved in any consultative forum set up in accordance with this Agreement:

- a) Meetings, associated work and reporting should occur in normal working time.
- b) Reasonable access to normal Council facilities such as word processing, photocopying, postal system, internal mail, telephone, storage facilities and meeting rooms.
- c) Access to a room with normal office facilities will be provided for representatives of the parties to discuss matters associated with consultative forums established under this Agreement.

APPENDIX 1 – REDUNDANCY PROVISIONS

1. Application

This Agreement will operate in respect of all Employees of Council and whose positions have been declared redundant.

2. Definitions

- a) Actual Rate of Pay – Will mean the ordinary rate of pay as at the date of redeployment.
- b) Continuous Service – As defined in the Queensland Industrial Relations Act 2016.
- c) Involuntary Retrenchment – Means the termination (at the initiative of management) of the employment of Employees who are employed in positions that were declared redundant, and who are unable to be redeployed.
- d) Ordinary Rate of Pay – Will mean the Employee's current ordinary hourly rate of pay.
- e) Redeployment – Is a process of transferring Employees to alternative positions within Council, where their existing position has been declared redundant.
- f) Redundancy – A position becomes redundant when Council's need for work or the quantity of work of a particular kind has diminished or ceased.
- g) Retraining – Includes an analysis of Employee's current skills, knowledge and abilities for the purpose of developing an individual training plan to facilitate the Employee's redeployment.


3. Objectives

3.1. The chief objectives of this Appendix are:

- a) To maintain, where possible, Employees whose positions have become redundant in continued employment within Council;
- b) To retrain such Employees where necessary;
- c) To pay monetary compensation to such Employees who are unable to be redeployed and whose employment is to be terminated (compensation by way of a redundancy benefit is compensation for loss of job security and it is not a resignation benefit);
- d) To assist Employees to find employment outside the service of Council."
- e) Redundancy Procedure

3.2. Council will adhere to the following procedure in the event that positions are to be declared redundant:

- a) Comply with consultation and notice requirements;
- b) Undertake skills assessment of impacted employees;
- c) Explore existing opportunities for suitable alternative re-deployment;
- d) Explore voluntary redundancies from impacted employees; and
- e) Commitment to exploring training and re-deployment pool for up to twelve months; and

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- f) Job swap with other employees.
- 3.3. Council will undertake the above steps in sequential order. In doing so, Council will be making all reasonable efforts to avert or mitigate the need for involuntary labour reductions.
- 3.4. It is only after these steps are completed that Council should decide as a matter of finality whether involuntary retrenchments must be made.
- 3.5. If involuntary retrenchments are to be made, Council will take all reasonable steps to assist Employees to find employment outside the service of Council.

4. Consultation with Relevant Unions

- 4.1. Where a proposal is endorsed that would result in a position or positions to become redundant, Council will, at the earliest practicable time, provide all relevant details to the Union/s concerned and arrange discussions with the Union/s.
- 4.2. Relevant details to be provided to the Union/s will include:
- a) The reasons for the position or positions being redundant;
 - b) The number, classification, location and details of the redundant positions;
 - c) Presentation of an organisational plan of the work unit concerned.

Discussions with the Union/s will include:

- a) The method of identifying positions as redundant, having regard to the efficient and economical working of that enterprise;
- b) Advice and the timing of that advice to the Employees.

5. Exceptions

- 5.1. This arrangement will not apply in any of the following circumstances:
- a) Where an Employee terminates employment before the expiration of the period of notice without prior approval of Council, which approval will not be unreasonably withheld; or
 - b) Where an Employee suffers a permanent injury or illness which renders that Employee otherwise incapable of continuing in employment; or
 - c) Where an Employee's services are terminated by reason of neglect of duty or misconduct; or
 - d) Where an Employee has been engaged in a casual capacity or on a short term basis, such as project employment; or
 - e) Where an Employee has not been engaged for a continuous period of at least twelve (12) months.



6. Notice Period

- 6.1. Notice of redundant position means the formal advice to the Employee that their position is to become redundant. Any Employees whose positions are to be made redundant, and if requested by the Employee their Union/s representative/s, will receive formal notification of impending redundancy as soon as possible.

7. Redeployment

- 7.1. Council will endeavour to find suitable alternative employment within Council's organisation. All affected Employees will be individually interviewed to determine what options may exist for their retraining by Council.
- 7.2. Where suitable alternative employment is found for an Employee at a classification with a lower rate of pay, that Employee will continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period of twelve (12) months or until the rate for the lower classification exceeds that actual rate, whichever is the earlier.
- 7.3. Employees who are transferred to other positions will be eligible for redundancy benefits should it be found, within three (3) months, by either themselves or Council that the alternative position is unsatisfactory.
- 7.4. Should an Employee not accept a suitable redeployment position and opt to take their redundancy, they are not eligible to apply for that vacancy, should it be advertised externally, within a six (6) month period of becoming redundant.


8. Voluntary Redundancy

- 8.1. Persons whose applications for voluntary retrenchment are accepted by the Chief Executive Officer will be entitled to receive all eligible redundancy benefits at the point of termination.
- 8.2. Persons whose applications for voluntary retrenchment have been accepted are eligible to apply for ESIP in accordance with clause 10 of this Appendix. Employees, who receive voluntary retrenchment, will be given notice at least eight (8) weeks before their date of departure.

9. Notice of Involuntary Retrenchment

9.1. Notice of Involuntary Retrenchment

- a) Notice of involuntary retrenchment means the notice to an Employee that their services are terminated as a result of their position being made redundant and redeployment not being achieved at the time of this notice being issued. In such circumstances, Employees will receive notice at least eight (8) weeks before the event.

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- b) Where the date of involuntary retrenchment has been advised in the notice of redundant position, it will not be necessary to issue a notice of involuntary retrenchment.

10. Redundancy / Retrenchment

- 10.1. Upon a determination by Council that an Employee's position has become redundant and redeployment cannot be achieved, such Employee will receive notice of involuntary retrenchment and be eligible to apply for an Early Separation Incentive Payment in accordance with clause 10 of this Appendix.
- 10.2. On termination, eligible Employees will receive a redundancy payment at a rate appropriate to the completed years of service. This redundancy payment is to consist of three (3) weeks payment per year of continuous service in a Queensland Local Government as well as a proportionate amount for an incomplete year of service. The Employee must receive as a minimum an amount equal to the Employee's salary for four (4) weeks.
- 10.3. Eligible Employees are those for whom:
 - a) Suitable alternative employment cannot be found; or
 - b) Whose application for voluntary retrenchment under clause 10 of this Appendix has been accepted; and
 - c) Who have at least one (1) year's service.
- 10.4. In addition to the redundancy payment, an Employee who has completed one (1) year's continuous service will be entitled on termination to a long service leave payment in accordance with this Agreement at the ordinary rate of pay for each completed year of service, and a proportionate amount of an incomplete year of service, less any long service leave already taken.
- 10.5. Providing each case has the prior approval of the Employee's supervisor, leave with pay will be granted for the purpose of attending personal employment interviews. This subclause only applies to Employees whose positions have been declared redundant.
- 10.6. Each Employee whose position has been declared redundant will be given a statement showing the calculation of an estimate of the redundancy payment at least 28 days before possible termination date.
- 10.7. Council will meet financial planning costs of a one-off payment up to \$500.00 for any Employee subject to retrenchment. A refund will be given to the Employee upon presentation of the account or, with prior agreement, the account can be sent directly to Council for payment.



11. Early Separation Incentive Payment (ESIP)

- 11.1. The Early Separation Incentive Payment (ESIP) consists of eight (8) weeks incentive payment in addition to all other payments that comprise a redundancy package under the terms of this Agreement. This incentive payment will be calculated at the ordinary rate of pay.
- 11.2. The ESIP for voluntary and involuntary retrenchment is designed to enable Employees to elect to leave the service of Council, prior to the date of retrenchment, thereby waiving their entitlement to eight (8) weeks' notice.
- 11.3. To be eligible for an ESIP, an Employee must have completed at least one (1) year of service.
- 11.4. Employees who express an interest in participating in the ESIP scheme will be required to submit an application within 28 calendar days of Council's notice of redundant position. This 28 day period will run concurrently with the eight (8) week notice period. Any late applications for ESIP received after the 28 days' notice period will reduce the eight (8) weeks ESIP proportionately by the amount of time (in whole days) that applications for ESIP are received after the 28 day time limit.
- 11.5. Council may reject applications if acceptance would be detrimental to the Council's operations.
- 11.6. Council may at its discretion terminate employment before the expiration of the notice period by making payment in lieu of the required notice.

12. Relocation Expenses

- 12.1. Should an Employee become redundant within a period of two (2) years of commencement of their employment, they will not be required to repay removal expenses, they would otherwise have to repay under Council's removal expenses policy/procedures.

13. Dispute Resolution Procedure

- 13.1. Grievances arising from this section will be dealt within terms of the Dispute Resolution Process outlined in 3.5 of this Agreement.

APPENDIX 2 – REMUNERATION CLASSIFICATION STRUCTURE – STREAM A

- * Please note that the rates listed below are inclusive of the annualised Locality Allowance of \$972.40 per annum, however this annualised allowance is not included in the base rate increases over the four (4) years.
- ** Decimals for annum figures have been rounded up/down accordingly
- *** Increases are as per clause 4.2.2
- ^ Or CPI whichever is the greater

Classification	As at 05/11/2024		As at 05/11/2025		As at 05/11/2026		As at 05/11/2027 ^		As at 05/11/2028 ^	
	Per Annum	Per Week	Per Annum	Per Week	Per Annum	Per Week	Per Annum	Per Week	Per Annum	Per Week
Under 17	\$ 45,207	\$ 869.37	\$ 48,327	\$ 929.37	\$ 51,447	\$ 989.37	\$ 54,047	\$ 1,039.37	\$ 56,647	\$ 1,089.37
17 Years	\$ 47,236	\$ 908.39	\$ 50,356	\$ 968.39	\$ 53,476	\$ 1,028.39	\$ 56,076	\$ 1,078.39	\$ 58,676	\$ 1,128.39
18 Years	\$ 51,312	\$ 986.77	\$ 54,432	\$ 1,046.77	\$ 57,552	\$ 1,106.77	\$ 60,152	\$ 1,156.77	\$ 62,752	\$ 1,206.77
19 Years	\$ 55,401	\$ 1,065.41	\$ 58,521	\$ 1,125.41	\$ 61,641	\$ 1,185.41	\$ 64,241	\$ 1,235.41	\$ 66,841	\$ 1,285.41
20 Years	\$ 59,524	\$ 1,144.70	\$ 62,644	\$ 1,204.70	\$ 65,764	\$ 1,264.70	\$ 68,364	\$ 1,314.70	\$ 70,964	\$ 1,364.70
Level 1.1	\$ 65,501	\$ 1,259.64	\$ 68,621	\$ 1,319.64	\$ 71,741	\$ 1,379.64	\$ 74,341	\$ 1,429.64	\$ 76,941	\$ 1,479.64
Level 1.2	\$ 66,431	\$ 1,277.52	\$ 69,551	\$ 1,337.52	\$ 72,671	\$ 1,397.52	\$ 75,271	\$ 1,447.52	\$ 77,871	\$ 1,497.52
Level 1.3	\$ 67,916	\$ 1,306.08	\$ 71,036	\$ 1,366.08	\$ 74,156	\$ 1,426.08	\$ 76,756	\$ 1,476.08	\$ 79,409	\$ 1,527.10
Level 1.4	\$ 69,330	\$ 1,333.27	\$ 72,450	\$ 1,393.27	\$ 75,570	\$ 1,453.27	\$ 78,181	\$ 1,503.49	\$ 80,883	\$ 1,555.45
Level 1.5	\$ 70,791	\$ 1,361.37	\$ 73,911	\$ 1,421.37	\$ 77,031	\$ 1,481.37	\$ 79,693	\$ 1,532.56	\$ 82,448	\$ 1,585.54
Level 1.6	\$ 72,094	\$ 1,386.43	\$ 75,214	\$ 1,446.43	\$ 78,334	\$ 1,506.43	\$ 81,041	\$ 1,558.49	\$ 83,844	\$ 1,612.39
Level 2.1	\$ 73,734	\$ 1,417.97	\$ 76,854	\$ 1,477.97	\$ 79,974	\$ 1,537.97	\$ 82,739	\$ 1,591.14	\$ 85,601	\$ 1,646.18
Level 2.2	\$ 75,367	\$ 1,449.37	\$ 78,487	\$ 1,509.37	\$ 81,607	\$ 1,569.37	\$ 84,430	\$ 1,623.66	\$ 87,351	\$ 1,679.83
Level 2.3	\$ 77,001	\$ 1,480.79	\$ 80,121	\$ 1,540.79	\$ 83,287	\$ 1,601.68	\$ 86,168	\$ 1,657.08	\$ 89,150	\$ 1,714.43
Level 2.4	\$ 78,633	\$ 1,512.18	\$ 81,753	\$ 1,572.18	\$ 84,984	\$ 1,634.31	\$ 87,925	\$ 1,690.87	\$ 90,968	\$ 1,749.39
Level 3.1	\$ 80,284	\$ 1,543.93	\$ 83,457	\$ 1,604.95	\$ 86,756	\$ 1,668.39	\$ 89,758	\$ 1,726.12	\$ 92,866	\$ 1,785.89
Level 3.2	\$ 81,953	\$ 1,576.02	\$ 85,193	\$ 1,638.33	\$ 88,561	\$ 1,703.10	\$ 91,627	\$ 1,762.06	\$ 94,800	\$ 1,823.08
Level 3.3	\$ 83,625	\$ 1,608.18	\$ 86,932	\$ 1,671.77	\$ 90,370	\$ 1,737.89	\$ 93,499	\$ 1,798.06	\$ 96,737	\$ 1,860.33
Level 3.4	\$ 85,291	\$ 1,640.22	\$ 88,664	\$ 1,705.08	\$ 92,171	\$ 1,772.52	\$ 95,363	\$ 1,833.91	\$ 98,667	\$ 1,897.45
Level 4.1	\$ 86,959	\$ 1,672.29	\$ 90,398	\$ 1,738.43	\$ 93,975	\$ 1,807.22	\$ 97,230	\$ 1,869.81	\$ 100,599	\$ 1,934.60
Level 4.2	\$ 88,632	\$ 1,704.47	\$ 92,139	\$ 1,771.91	\$ 95,786	\$ 1,842.04	\$ 99,104	\$ 1,905.85	\$ 102,539	\$ 1,971.91
Level 4.3	\$ 90,473	\$ 1,739.87	\$ 94,053	\$ 1,808.72	\$ 97,776	\$ 1,880.31	\$ 101,164	\$ 1,945.47	\$ 104,671	\$ 2,012.91
Level 4.4	\$ 92,401	\$ 1,776.95	\$ 96,058	\$ 1,847.27	\$ 99,861	\$ 1,920.41	\$ 103,322	\$ 1,986.97	\$ 106,904	\$ 2,055.85
Level 5.1	\$ 94,342	\$ 1,814.27	\$ 98,077	\$ 1,886.10	\$ 101,961	\$ 1,960.79	\$ 105,496	\$ 2,028.77	\$ 109,154	\$ 2,099.12
Level 5.2	\$ 96,194	\$ 1,849.89	\$ 100,002	\$ 1,923.12	\$ 103,964	\$ 1,999.31	\$ 107,568	\$ 2,068.62	\$ 111,299	\$ 2,140.37
Level 5.3	\$ 98,212	\$ 1,888.70	\$ 102,101	\$ 1,963.49	\$ 106,146	\$ 2,041.27	\$ 109,827	\$ 2,112.06	\$ 113,637	\$ 2,185.33
Level 6.1	\$ 101,570	\$ 1,953.27	\$ 105,594	\$ 2,030.66	\$ 109,779	\$ 2,111.14	\$ 113,587	\$ 2,184.37	\$ 117,528	\$ 2,260.16
Level 6.2	\$ 104,930	\$ 2,017.89	\$ 109,088	\$ 2,097.85	\$ 113,413	\$ 2,181.02	\$ 117,348	\$ 2,256.70	\$ 121,421	\$ 2,335.02
Level 6.3	\$ 108,292	\$ 2,082.54	\$ 112,584	\$ 2,165.08	\$ 117,049	\$ 2,250.95	\$ 121,112	\$ 2,329.08	\$ 125,316	\$ 2,409.93
Level 7.1	\$ 111,651	\$ 2,147.14	\$ 116,079	\$ 2,232.29	\$ 120,683	\$ 2,320.83	\$ 124,873	\$ 2,401.41	\$ 129,209	\$ 2,484.79
Level 7.2	\$ 115,011	\$ 2,211.75	\$ 119,572	\$ 2,299.47	\$ 124,316	\$ 2,390.70	\$ 128,633	\$ 2,473.72	\$ 133,101	\$ 2,559.64
Level 7.3	\$ 118,370	\$ 2,276.35	\$ 123,066	\$ 2,366.66	\$ 127,950	\$ 2,460.58	\$ 132,394	\$ 2,546.04	\$ 136,994	\$ 2,634.50
Level 8.1	\$ 122,403	\$ 2,353.91	\$ 127,260	\$ 2,447.31	\$ 132,311	\$ 2,544.45	\$ 136,908	\$ 2,632.85	\$ 141,666	\$ 2,724.35
Level 8.2	\$ 126,436	\$ 2,431.47	\$ 131,454	\$ 2,527.97	\$ 136,674	\$ 2,628.35	\$ 141,423	\$ 2,719.68	\$ 146,339	\$ 2,814.22
Level 8.3	\$ 130,468	\$ 2,509.00	\$ 135,648	\$ 2,608.62	\$ 141,035	\$ 2,712.22	\$ 145,937	\$ 2,806.49	\$ 151,011	\$ 2,904.06
Level 8.4	\$ 134,253	\$ 2,581.79	\$ 139,585	\$ 2,684.33	\$ 145,129	\$ 2,790.95	\$ 150,175	\$ 2,887.99	\$ 155,397	\$ 2,988.41
Level 8.5	\$ 138,038	\$ 2,654.58	\$ 143,521	\$ 2,760.02	\$ 149,223	\$ 2,869.68	\$ 154,412	\$ 2,969.47	\$ 159,782	\$ 3,072.74

APPENDIX 3 – REMUNERATION CLASSIFICATION STRUCTURE – STREAM B AND STREAM C

- * Please note that the rates listed below are base rates only and do not include any allowances, annualised or otherwise.
- ** Decimals for annum figures have been rounded up/down accordingly
- *** Increases are as per clause 4.2.2
- ^ Or CPI whichever is the greater

Classification	As at 05/11/2024		As at 05/11/2025		As at 05/11/2026		As at 05/11/2027 ^		As at 05/11/2028 ^	
	Per Annum	Per Week	Per Annum	Per Week	Per Annum	Per Week	Per Annum	Per Week	Per Annum	Per Week
Stream B										
Operational Services										
Level 1 <18 yrs	\$ 43,728	\$ 840.93	\$ 46,848	\$ 900.93	\$ 49,968	\$ 960.93	\$ 52,568	\$1,010.93	\$ 55,168	\$1,060.93
Level 1 <6mth Serv	\$ 62,605	\$1,203.95	\$ 65,725	\$1,263.95	\$ 68,845	\$1,323.95	\$ 71,445	\$1,373.95	\$ 74,045	\$1,423.95
Level 1 >6mths Serv	\$ 63,571	\$1,222.52	\$ 66,691	\$1,282.52	\$ 69,811	\$1,342.52	\$ 72,411	\$1,392.52	\$ 75,011	\$1,442.52
Level 2	\$ 64,536	\$1,241.08	\$ 67,656	\$1,301.08	\$ 70,776	\$1,361.08	\$ 73,376	\$1,411.08	\$ 75,976	\$1,461.08
Level 3	\$ 65,501	\$1,259.64	\$ 68,621	\$1,319.64	\$ 71,741	\$1,379.64	\$ 74,341	\$1,429.64	\$ 76,943	\$1,479.68
Level 4	\$ 66,475	\$1,278.37	\$ 69,595	\$1,338.37	\$ 72,715	\$1,398.37	\$ 75,315	\$1,448.37	\$ 77,952	\$1,499.08
Level 5	\$ 67,626	\$1,300.50	\$ 70,746	\$1,360.50	\$ 73,866	\$1,420.50	\$ 76,466	\$1,470.50	\$ 79,143	\$1,521.99
Level 6	\$ 69,644	\$1,339.31	\$ 72,764	\$1,399.31	\$ 75,884	\$1,459.31	\$ 78,540	\$1,510.39	\$ 81,289	\$1,563.25
Level 7	\$ 71,703	\$1,378.91	\$ 74,823	\$1,438.91	\$ 77,943	\$1,498.91	\$ 80,672	\$1,551.39	\$ 83,496	\$1,605.70
Level 8	\$ 73,739	\$1,418.06	\$ 76,859	\$1,478.06	\$ 79,979	\$1,538.06	\$ 82,779	\$1,591.91	\$ 85,677	\$1,647.64
Level 9	\$ 75,931	\$1,460.22	\$ 79,051	\$1,520.22	\$ 82,214	\$1,581.04	\$ 85,092	\$1,636.39	\$ 88,071	\$1,693.68
Stream C										
Building Trades										
Build Trade Level 1	\$ 67,626	\$1,300.50	\$ 70,746	\$1,360.50	\$ 73,866	\$1,420.50	\$ 76,466	\$1,470.50	\$ 79,143	\$1,521.99
Build Trade Level 2	\$ 69,644	\$1,339.31	\$ 72,764	\$1,399.31	\$ 75,884	\$1,459.31	\$ 78,540	\$1,510.39	\$ 81,289	\$1,563.25
Build Trade Level 3	\$ 71,703	\$1,378.91	\$ 74,823	\$1,438.91	\$ 77,943	\$1,498.91	\$ 80,672	\$1,551.39	\$ 83,496	\$1,605.70
Stream C										
Engineering										
C10 Tradesperson	\$ 67,626	\$1,300.50	\$ 70,746	\$1,360.50	\$ 73,866	\$1,420.50	\$ 76,466	\$1,470.50	\$ 79,143	\$1,521.99
C9 Tradesperson	\$ 69,643	\$1,339.29	\$ 72,763	\$1,399.29	\$ 75,883	\$1,459.29	\$ 78,539	\$1,510.37	\$ 81,288	\$1,563.24
C8 Tradesperson	\$ 71,702	\$1,378.89	\$ 74,822	\$1,438.89	\$ 77,942	\$1,498.89	\$ 80,670	\$1,551.35	\$ 83,494	\$1,605.66
C7 Tradesperson	\$ 73,739	\$1,418.06	\$ 76,859	\$1,478.06	\$ 79,979	\$1,538.06	\$ 82,779	\$1,591.91	\$ 85,677	\$1,647.64
Tradespersons Assistant (C12)	\$ 62,605	\$1,203.95	\$ 65,725	\$1,263.95	\$ 68,845	\$1,323.95	\$ 71,445	\$1,373.95	\$ 74,045	\$1,423.95
Tradespersons Assistant (C13)	\$ 60,400	\$1,161.54	\$ 63,520	\$1,221.54	\$ 66,640	\$1,281.54	\$ 69,240	\$1,331.54	\$ 71,840	\$1,381.54

APPENDIX 4 – MULTI-SKILLED ALLOWANCE - STREAM B

1. Typical Duties by Similar Levels

1.1. As referenced in clause 9.18, the following tasks as prescribed in the Division 2, Section 5, of Stream B, will form the basis for the criteria for the payment of the multi-skilled allowance, where relevant and applicable.

1.2. Level 1

- Basic labouring tasks;
- Basic operational or maintenance tasks associated with cemeteries, depots or swimming pools;
- Driving a rigid motor vehicle up to 4.5t GVM; Cleaning, caretaking, basic hospitality tasks related to serving of drinks and cooking.

1.3. Level 2

- Surveyors Chainperson Grade II;
- General gardening duties;
- General sewerage or water maintenance work;
- Assisting rubbish or sanitary vehicle drivers;
- Bitumen, asphalt, concrete work; Operation of a variety of hand held power tools or machinery (including motor mowers);
- Driving a rigid motor vehicle exceeding 4.5t GVM up to 11t GVM.

1.4. Level 3

- Surveyor's Chainperson Grade I;
- Supervision of refuse tip (tip master);
- Skilled gardening work (e.g. grafting, propagating);
- Driving a rigid motor vehicle exceeding 11t GVM up to 15t GVM;
- Store operations;
- Operation of small ride-on equipment or light mechanical plant;
- Operation of light mechanical plant including;
 - Ride-on mower/tractor with implements,
 - Motor vehicles with capacity exceeding 6.08t,
 - Pneumatic tyred tractor without powered attachments up to 70 KW,
 - Pneumatic tyred tractor with powered attachments up to 35 KW,
 - Crawler tractor without powered attachments up to 4,536 kgs,
 - Crawler tractor with powered attachments up to 2,721 kgs,
 - Powered vibrating road roller up to 4 tonne,
 - Pneumatic tyred powered road roller up to 8 tonne,
 - Steel wheeled powered road roller up to 8 tonne,
 - Pile driving machine,

- Motor mower driver – cemeteries; Pipelaying, concrete finishing, scaffolding.

1.5. Level 4

- General by-laws enforcement (with relevant experience);
- Grave digging; Beach inspector (second 6 months of experience);
- Operation of forklifts and hydraulic mobile platforms;
- Surveyor's Instrument Hand;
- Driving a rigid motor vehicle (truck tractor) and heavy trailer combination (trailer having loaded mass of 3.5t or more) not exceeding 22.5t GCM;
- Driving an articulated vehicle (with 3 axles) not exceeding 24t GCM;
- Dogman; Rigger;
- Forklift Driver;
- Large Ride on mower exceeding 12 hp;
- Drivers of rigid motor vehicle exceeding 15 GVM;
- Skid steer loader exceeding 2000 cc.

1.6. Level 5

- Parking meter maintenance;
- Supervisory by-law enforcement activities;
- Qualified Cook;
- Assist in the operation of a Water Treatment Plant;
- Horticulturalist (trade qualified);
- Driving a rigid motor vehicle (truck tractor) and heavy trailer combination (trailer having loaded mass of 3.5t or more) exceeding 22.5t GCM;
- Driving an articulated vehicle (with 3 axles) exceeding 24t GCM;
- Driving a low loader not exceeding 43t GCM;
- Earthmoving equipment serviceman;
- Operation of medium mechanical plant including:
 - Backhoe
 - Street sweeping machine,
 - Single unit grader up to 35 KW,
 - Scraper loader up to 10 cubic metre capacity,
 - Excavator up to .5 cubic metre capacity,
 - Front-end or overhead loader up to 2.25 cubic metre capacity,
 - Pneumatic tyred tractor without powered attachment over 70 KW,
 - Pneumatic tyred tractor with powered attachment 35 to 110 KW,
 - Crawler tractor without powered attachment over 4,535 kgs shipping weight,
 - Crawler tractor with powered attachment 2,721 to 18,143 kgs shipping weight,

- Powered vibrating road roller over 4 tonne,
 - Pneumatic tyred powered road roller over 8 tonne,
 - Steel wheeled powered road roller over 8 tonne,
 - Mobile crane up to 15 tonne.
- Formsetter
 - Bridge carpenter

1.7. Level 6

- Operation of primary treatment plants;
- Co-ordination of by-laws, monitoring and enforcement operation;
- Driving a rigid motor vehicle (truck tractor) and heavy trailer(s) combination (trailer having loaded mass of 3.5t or more) exceeding 42.5t GCM;
- Driving an articulated or double articulated vehicle exceeding 42.5t GCM;
- Operation of heavy mechanical plant including;
 - Single unit grader over 35 KW,
 - Scraper loader over 10 cubic metre capacity,
 - Excavator over .5 cubic metres,
 - Front-end or overhead loader over 2.25 cubic metres,
 - Pneumatic tyred tractor with powered attachment over 110 KW,
 - Crawler tractor with powered attachment over 18,143 kgs shipping weight,
 - Mobile crane 15 to 100 tonne.
- Assist in the operation of a sewerage treatment plant
- Driving a low loader exceeding 43t GVM

APPENDIX 5 – TEAM LEADER / LEADING HAND MATRIX

- 1.1. The Team Leader / Leading Hand matrix consists of numerous descriptors that have a percentage weighting attached to each descriptor.
- 1.2. By the end of the months of May and November each year a review of the matrix and the data contained within will be conducted by People and Culture in conjunction with the relevant supervisor and manager. The purpose of these reviews is to ensure that any changes are up to date and reflected within the matrix and the relativity to the various Team Leader/Leading Hand classifications are maintained.
- 1.3. The descriptors and their weightings are listed below:

Team Leader/Leading Hand Descriptor	Percentage Weighting
Average expenditure per day	25
Isolation – geographical and level of autonomy	5
Public relations responsibilities	5
Safety and environmental legislation responsibilities	15
Level of autonomy	10
Qualifications required for the position	5
Organisational risk	15
Compliance with Quality Assurance system	10
Total amount of Employees supervised	10



SIGNATORIES

Signed for and on behalf of the
LIVINGSTONE SHIRE COUNCIL

Alastair Dawson

.....
Chief Executive Officer

.....
Signature

.....
Date

In the presence of (Printed Name)

.....

.....
Signature

.....
Date

Signed for and on behalf of the
AMWU – Automotive, Metals,
Engineering, Printing and Kindred
Industries Industrial Union of Employees,
Queensland

Rohan Webb
.....
AMWU State Secretary QLD/NT

.....
Signature

.....
Date

In the presence of (Printed Name)

.....

.....
Signature

.....
Date

Signed for and on behalf of the
AWU – The Australian Workers’ Union of
Employees, Queensland

Stacey Schinnerl
.....
Queensland Secretary

.....
Signature

.....
Date

In the presence of (Printed Name)

.....

.....
Signature

.....
Date

Signed for and on behalf of the
CFMEU – The Construction, Forestry,
Mining and Energy, Industrial Union of
Employees, Queensland

Paul Dunbar
.....
IR Coordinator

.....
Signature

.....
Date

In the presence of (Printed Name)

.....

.....
Signature

.....
Date

Signed for and on behalf of the
ETU – Electrical Trades Union of
Employees, Queensland

.....
State Secretary

.....
Signature

.....
Date

In the presence of (Printed Name)

.....

.....
Signature

.....
Date

Signed for and on behalf of the
PGEU – Plumbers and Gasfitters
Employees' Union Queensland, Union of
Employees

Gary O'Halloran
.....
State Secretary

.....
Signature

.....
Date

In the presence of (Printed Name)

.....

.....
Signature

.....
Date

Signed for and on behalf of the
QSU – Queensland Services, Industrial
Union of Employees

Neil Henderson
.....
Branch Secretary

.....
Signature

.....
Date

In the presence of (Printed Name)

.....

.....
Signature

.....
Date

Signed for and on behalf of the
TWU – Transport Worker’s Union of
Australia, Union of Employees
(Queensland Branch)

Richard Olsen
.....
Branch Secretary

.....
Signature

.....
Date

In the presence of (Printed Name)

.....

.....
Signature

.....
Date

Signed for and on behalf of the
APESMA – The Association of
Professional Engineers, Scientists and
Managers, Australia, Queensland Branch,
Union of Employees

Alycia Vasilangos
.....
Lead Industrial Officer, Executive Officer

.....
Signature

.....
Date

In the presence of (Printed Name)

.....

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Signature

.....
Date