QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

North Burnett Regional Council

AND

Queensland Services, Industrial Union of Employees

The Australian Workers' Union of Employees, Queensland

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

(Matter No. CB/2026/106)

NORTH BURNETT REGIONAL COUNCIL CERTIFIED AGREEMENT 2026

Certificate of Approval

On 30 October 2026, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016:*

Name of Agreement:	**NORTH BURNETT REGIONAL COUNCIL CERTIFIED AGREEMENT 2026**
Parties to the Agreement:	• North Burnett Regional Council; • Queensland Services, Industrial Union of Employees; • Australian Workers' Union of Employees, Queensland; and • Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland.
Operative Date:	30 October 2026
Nominal Expiry Date:	1 September 2029
Previous Agreement:	*North Burnett Regional Council Certified Agreement 2023*
Termination Date of Previous Agreement:	30 October 2026

By the Commission

C. M. Hartigan
Deputy President

30 October 2026



North Burnett Regional Council Certified Agreement 2026

NORTH BURNETT
REGIONAL COUNCIL

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PART 1 PRELIMINARY

1.1 TITLE

This Agreement shall be known as the North Burnett Regional Council Certified Agreement 2026.

1.2 DEFINITIONS

"*Inside Employees*" means all employees who are classified in accordance with the Queensland Local Government Industry (Stream A) Award - State 2017.

"*Outside Employees*" means all employees who are classified in accordance with the Queensland Local Government Industry (Stream B) Award – State 2017 and/or the Queensland Local Government Industry (Stream C) Award – 2017.

"*Supervisors*" means an inside employee covered by the Queensland Local Government Industry (Stream A) Award – State 2017, but who is required to supervise outside employees.

"Managers" means a senior officer who reports directly to a General Manager and/or the Chief Executive Officer.

"Senior Officer" means all employees who meet the definition of Senior Officer in accordance with the Queensland Local Government Industry (Stream A) Award - State 2017.

1.3 PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide a formalised, fundamental and underpinning basis which will best ensure the realisation of the collective and individual objectives of the North Burnett Regional Council and its employees.

1.3.1 Aim/Objectives of this Agreement

The aim/objectives of this Agreement are to:

a) Increase Council's productivity, efficiency, accountability and responsiveness to deliver significant benefits to the community.
b) Facilitate flexible work arrangements and provide stability and equity in the terms of employment of relevant employees and for a consultative approach.
c) Provide for a consultative and collaborative approach to workplace arrangements and culture.
d) Ensure all stakeholders participate in a continuous improvement process and that Council has the necessary resources.
e) Use best endeavours to provide for employment security and maintain service delivery across all localities in the region.
f) Support best practice in customer service, equal employment opportunity, work health and safety and environmental performance.
g) To provide the time, resources, processes and people for the above to occur.

1.4 OBJECTIVES ATTAINMENT METHOD

The parties recognise the requirement for Council to adopt various organisational, operational and strategic plans, and determine capital and operational project initiatives. Such plans will be informed and delivered via functional area service plans, that are adopted in consultation with elected members and/ or the community and are achieved through the setting of organisational and functional key performance objectives and measures that focus on the delivery of improved, efficient and effective services for the benefit of the community.

In development of the service plans, including performance objectives, targets and measures, Council commits to consultation with employees in the relevant functional area. These objectives, targets and measures, relate to overall Council performance and not individual performance.

Failure to achieve organisational objectives, targets or measures will not result in an individual employee being held accountable. Performance management and any subsequent process will be directly linked to an individual's conduct or performance.

The Parties acknowledge that for Council to achieve its targets and performance deliverables under the strategic/operational plans, projects, and functional area service plans, commitment is required by all levels of the workforce. To ensure that all Council employees understand how they contribute to the achievement of these plans, it is understood that objectives and measures need to be clearly communicated and easily understood by the workforce and developed in consultation with them.

All employees will participate in the annual performance review process, including regular reviews. Through the performance review process employees will be provided with an opportunity to identify development, training and progression opportunities (including higher duties and secondments) to better prepare Council for future workforce demands.

1.5 APPLICATION AND PARTIES BOUND

The Parties to the Agreement shall be:

- North Burnett Regional Council (NBRC);
- Queensland Services, Industrial Union of Employees (QSU);
- The Australian Workers' Union of Employees, Queensland (AWU);
- Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland (CFMEU); and
- their members or persons eligible to be their members employed by Council under the relevant Awards.

This agreement replaces in its entirety and terminates/cancels the North Burnett Regional Council Certified Agreement (CA) 2023.

1.6 DATE OF OPERATION

This Certified Agreement shall operate, in accordance with its terms, from the date of certification and will have a nominal expiry date of 1 September 2029.

1.7 REVIEW OF AGREEMENT

The parties agree to recommence negotiation of the agreement at least six (6) months before the nominal expiry date, with a view to having a new agreement certified two (2) months before the expiration of this Agreement.

1.8 POSTING OF AGREEMENT

A true copy of this Agreement shall be displayed in the workplace with convenient access to employees.

1.9 RELATIONSHIP TO PARENT AWARD & QUEENSLAND EMPLOYMENT STANDARDS

This Agreement shall be read and interpreted wholly in conjunction with the Awards listed below, provided that where there is any inconsistency between this agreement and the awards, this agreement shall prevail to the extent of the inconsistency.

- Queensland Local Government Industry (STREAM A) Award – State 2017;
- Queensland Local Government Industry (STREAM B) Award – State 2017;
- Queensland Local Government Industry (STREAM C) Award – State 2017;
- Training Wage Award State 2012; and
- Order – Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003.

Nothing in this Agreement shall have the effect of displacing the Queensland Employment Standards as provided for under the *Industrial Relations Act 2016* (Qld).

1.10 JOINT CONSULTATIVE COMMITTEE (JCC)

As a practical vehicle to facilitate consultation between staff, unions and management and to implement this agreement, the JCC has been established. The JCC shall consist of the Chief Executive Officer and/or representative, People and Culture Officer, union officials, 3 x The Services Union Delegates, and 6 x depot combined AWU/ CFMEU Union Delegates. The JCC shall meet quarterly, or more often as required.

PART 2 TERMS AND CONDITIONS OF EMPLOYMENT

2.1 JOB SECURITY

Council is committed to maintaining a core permanent workforce and will utilise their employees, where possible, before any recognised Council function is contracted out.

The parties are committed to continually improving the job security of employees by:

a) Training/re-training, up skilling and educating employees where appropriate;
b) Career development and equal opportunity;
c) Using natural attrition, and reallocation/redeployment (after consultation), and voluntary redundancy prior to retrenchment or redundancy;
d) Employees not unreasonably withholding agreement to participate in reasonable changes in working arrangements requiring their agreement under any 'Award' or this Agreement;
e) Employees assisting in the identification, development and implementation of work practices which assist in making Council a more efficient and cost effective organisation;
f) Council continuing to manage its workforce in order to minimise the need for involuntary labour reduction in the future and will consult with the relevant Union(s) and its delegates to explore all viable alternatives;
g) Council is committed to retaining six offices and six depots, however if circumstances dictate that any such closure is necessary the Council reserves its right to implement same, having regard to its obligations under the termination, consultation and redundancy (TCR) provisions and to consult with the unions and employees under this Agreement; and
h) Not entering into any joint or shared arrangement that is not wholly owned by local government whereby such arrangement would erode the core permanent workforce.

The parties agree that changes in work practices and productivity initiatives should enhance the efficient operation of the Council.

2.1.1 Consultation

a) Before making a final decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s;
b) The Council shall 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, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment);
c) For the purpose of such consultation the Council shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees;
d) The consultation must occur as soon as practicable and Council will give consideration to the matters raised by the employees and where relevant their union representatives;
e) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for

retraining or transfer of employees to other work or locations and the restructuring of jobs;

f) Where this Certified Agreement makes provision for alteration of any of the matters referred to in clauses 2.1.1 (a) and (e); and

g) An alteration shall be deemed not to have significant effect.

2.1.2 Redeployment, Retraining and Redundancy

The Termination, Consultation & Redundancy (TCR) provisions as provided for within the relevant Award shall apply.

The parties agree that where Council has determined that change is required, the following process shall be followed. All notification periods are to be consistent with the Queensland Employment Standards and these standards will take precedence to any potential inconsistency that may be identified within this Agreement:

a) Redeployment

- Where Council has made a decision to make a position redundant (which is occupied with an incumbent) the Council will assess for any redeployment opportunities by reviewing all vacant permanent positions within Council to ascertain if there are any suitable alternative positions to which the employee could be offered redeployment;
- During the Redundancy Notice Period, Council will assess all possible redeployment options and if a suitable position is found Council will make an offer to the affected employee;
- If an offer of redeployment is made the employee will be required to accept or reject an offer of redeployment within twenty-one (21) days of receipt of the offer. If the employee accepts the offer, the employee will be redeployed to the new position within fourteen (14) days of acceptance of the offer, unless another date is mutually agreed. If the employee rejects the offer, the employee may be retrenched as at the end of the Redundancy Notice period, if no other redeployment options are found;
- An employee who is offered redeployment must fully co-operate in the process;
- A position will be regarded as a position for redeployment if the employee meets the requirements of this position and has the skills, knowledge and ability to carry out the position's responsibilities to the required standard either immediately or able to attain the required skills, knowledge and ability within the first three (3) months of the redeployment. An employee who is deemed eligible for redeployment shall be referred to as a "redeployee";
- Retraining will be provided to assist a redeployee to reach the required standard needed for their alternative position. This retraining will involve the employee being individually interviewed to determine what options may exist for their retraining by Council; and
- The redeployee will be appointed to the alternative position at the position's classification level.

b) Salary Maintenance

- If a redeployee's new position is at a lower classification level than their redundant position, the redeployee will continue to receive, as a minimum for all work performed, the actual rate of pay for the classification of the redundant position for period of twelve months;
- Any employee redeployed to a position that is at a lower classification level than their previous classification level the Council agrees to maintain an employee's income/salary/wage until either:
    i. the employee is no longer employed by the Council;
    ii. the employee is appointed to a position where the income/salary/wage is equal to or more than the income/salary/wage of the previous position; or
    iii. for a period of twelve (12) months from the date of appointment to the lower classification.
- To remove doubt, salary maintenance for the employee will cease at twelve (12) months; and

- Council agrees to apply all wage increases provided for in this agreement to the employee's maintained income/salary/wage. Council agrees that previously accrued leave entitlements will be paid at the higher rate whenever the leave is taken, or paid out at termination.

c) Voluntary redundancy
- The Chief Executive Officer may offer voluntary redundancy as a last resort option following exhaustion of any redeployment options;
- The Chief Executive Officer may invite applications from employees for voluntary retrenchment during the Redundancy Notice Period where there are one or more positions that are no longer required. The Chief Executive Officer, upon receipt of any applications, at his/her discretion, will either make an offer of voluntary retrenchment or reject it;
- An employee seeking Voluntary Redundancy must accept Council's offer within two (2) weeks of the offer being made otherwise it will lapse; and
- The date of the retrenchment will be in accordance with the Queensland Employment Standards from the acceptance date.

d) Involuntary retrenchment
- If no permanent redeployment options are found, nor reductions achieved through voluntary redundancy, the affected employee will be issued with a Retrenchment Notice;
- Upon receipt of their Retrenchment Notice the employee will continue to work in their substantive position or an alternative position if mutually agreed to by both parties.

e) Severance Payment
- Where it is determined that an employee will be made redundant, the employee will be entitled to a severance payment, which will be two (2) weeks per year of service and a proportionate amount for an incomplete year of service with a minimum of four (4) weeks and capped at fifty-two (52) weeks.

Definitions

- "Redeployment" means the process of transferring an employee to another substantive position, and appointing them to that position on the proviso that they have the skills, knowledge and ability to carry out the responsibilities of the new position.
- "Retraining" means the assessment of the employee's current skills, knowledge and abilities and providing short-term training (up to three (3) months) to improve an employee's redeployment opportunities.
- "Redundancy" means a situation whereby Council no longer requires the position because of organisational change and/or changes in operational requirements.
- "Retrenchment" means the termination of employment of an employee working in a position that has been made redundant and Council cannot offer the employee any suitable alternative position or, any alternative position offered by the Council cannot be accepted by the employee. Retrenchment may be voluntary or involuntary.

2.2 USE OF CONTRACTORS

The parties recognise that Council wishes to preserve as many of the positions that currently exist within Council. Council will take reasonable steps to ensure that Council has the benefit of a stable and committed workforce, however the parties recognise that Council may require the use of contractors to carry out Council work.

Council's permanent full time employees will be given first preference to higher duties positions over contractors, operations permitting.

Council may use contractors where the work volume is beyond the capacity of Council resources or existing staff. (Capacity shall not be measured by artificial means, for example the non-filling of vacancies or running down of plant/equipment).

Contractors will also be used where the type of work or specialisation required is beyond the capacity of Council resources or existing staff.

The use of contractors/labour hire personnel will be managed in a manner that ensures, as best as possible, that the best business needs are met without eroding the job security of existing permanent employees.

2.3 FLEXIBLE WORKING ARRANGEMENTS AND PRACTICES

2.3.1 Local Area Arrangements

a) The parties agree that it is appropriate to provide a process that enables workgroups or individuals to develop and implement flexible working arrangements suited to the specific needs of the workgroup, project or task(s) at hand.

b) Where the majority of employees that are directly affected and Council mutually agree on the need for such flexible working arrangements the following process shall be applied:

    1. The employees directly affected, relevant unions and management shall consult and agree on the conditions to be implemented and these conditions shall be provided and documented in writing.
    2. Where the agreed arrangements require a variation to the award or agreement, the parties shall seek a variation of this Agreement as required under the relevant industrial legislation, or alternatively the parties may seek to have the Agreement certified in its right.

2.3.2 Flexible Work Arrangement

At an employee's request, Council and an employee may enter into a written flexible work arrangement in accordance with the *Industrial Relations Act 2016*.

2.3.3 Project Work

a) The parties agree that if Council tenders for, and is successful in a tendering process for project work that is not part of Council's general work then the Council will convene a meeting between the relevant unions and management to agree on a project agreement which includes but is not limited to rates of pay, hours of work etc.

b) Signed Memorandum: Any agreement that is reached shall be endorsed by those employees directly affected, their Unions and the Council, and recorded in a signed memorandum of understanding prior to any work commencing on the project. Such agreement may only be reached if Council is able to pass on any increase in rates of pay to the third party.

2.4 INVESTIGATIONS AND DISCIPLINARY PROCESS

The Parties acknowledge the importance of managing investigations and disciplinary processes in a manner that is fair, respectful and consistent with the relevant statutory requirements and associated Corporate Standards.

The parties further acknowledge the importance of supporting employee wellbeing and minimising psychosocial risks, so far as reasonably practicable, throughout such processes.

Where an Employee is required to attend a meeting as a respondent in relation to an investigation or disciplinary process, they shall be provided with at least two (2) business days' written notice of the meeting, unless a shorter period is mutually agreed between Council and the Employee. The Employee will be advised that they have a right to have a support person, Union representative or legal representative present at the meeting.

The Employee must notify Council, prior to the meeting, of the identity of any support person or representative who will attend. Where Council reasonably considers that the proposed support person or representative has an actual conflict of interest in relation to the matter under investigation, Council will advise the Employee of the conflict and the reasons for that view. The Employee will be given a reasonable opportunity to arrange an alternative support person or representative.

2.5 DISPUTE RESOLUTION

Prevention and settlement of disputes

a) The objectives of this procedure are the avoidance and resolution of any disputes over any industrial matter or workplace issue by measures based on the provision of information and explanation, consultation, co-operation and negotiation.

b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

c) In the event of any disagreement between the parties as to the interpretation or implementation of this agreement or any industrial matter or workplace issue, the following procedures shall apply:

    (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within twenty-four (24) hours and the procedure should not extend beyond seven (7) days;

    (ii) if the matter is not resolved as per clause 2.5 (c)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond seven (7) days;

    (iii) if the matter remains unresolved it may be referred to the employer for discussion and appropriate action. This process should not exceed fourteen (14) days;

    (iv) if the matter is not resolved then it may be referred by either party to the Commission for conciliation in the first instance and as a last resort arbitration. Any decision of the QIRC as a result of arbitration will be binding.

    (v) However, if the matter involves alleged sexual harassment the procedure should commence at clause (c) (iii) above.

d) Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

PART 3 WAGES AND ALLOWANCES

3.1 WAGES

3.1.1 Wage Increases

Council will provide wage increases as follows:

- 4% wage increase from the first full pay period following 1 September 2026;
- 3.5% or CPI (capped at 4%), whichever is greater wage increase from the first full pay period following 1 September 2027; and
- 3% or CPI (capped at 4%), whichever is greater wage increase from the first full pay period following 1 September 2028.

The wage rates set out in this Agreement include the former above award payment. No separate above award payment is payable under this Agreement.

CPI – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year).

3.2 RATES OF PAY (TRAINEES AND APPRENTICES)

Trainees and Apprentices shall be paid the applicable rates of pay as identified in Part 7 of this Agreement.

In addition to these rates, Trainees and Apprentices will be paid the wage increases as identified in this Agreement.

Award increases will no longer apply to Trainees and Apprentices unless those increases allow for a greater rate of pay than this Agreement.

3.3 SUPERANNUATION

It is acknowledged that the *Local Government Act 2009* refers to the LGIA Super Scheme (Brighter Super) as the default superannuation scheme for North Burnett Regional Council employees, in the absence of them advising Council of an alternative superannuation scheme choice.

3.4 ALLOWANCES

3.4.1 Annualisation

The Wage Rates expressed in Part 7 of this agreement will be an 'inclusive' rate of pay which covers all monetary allowances provided for in the relevant awards formerly applicable to all of the employees except those listed as follows which will continue to apply pursuant to the relevant awards.

Tool Allowance	Camp Allowance
CWA	Distant Work – other than if living in a camp
Live Sewer Allowance	Locality Allowance
First Aid Allowance	Working In the Rain Penalty
On Call Allowance/ Stand By for Emergency Work and Availability Allowance	Motor Vehicle Allowance
Meal Allowance	Toilet Cleaning Allowance
Leading Hand	Poison Sprays Allowance

The annualisation of all other allowances not listed above is equal to an additional $0.1891/hour for each hour worked for the life of this Agreement.

3.4.2 On Call & Stand By for Emergency Work/Availability Allowances

The provisions of the relevant Awards shall apply with the exception that the quantum of the allowance shall be $35/day. In the case of outside employees, the on-call rates applicable for a Sunday and/or Public Holiday will apply.

An employee who is on call and being paid the on-call allowance is entitled to the minimum payment as per the applicable parent award except as specified below.

a) If the employee is called upon to perform emergency work remotely or from home, all work performed on that day shall be paid at the prescribed overtime rates from the time the employee commences the emergency work until such time as the employee finishes the work.
b) If an employee is required to perform work on one or more occasions in any one day the payment received for that day shall not be less than one hour's salary at ordinary time rates.

An employee directed to remain on call must be reasonably contactable and readily available to respond to and perform work.

3.5 SALARY SACRIFICE

Council offers employees the option to make voluntary salary sacrifice contributions to their nominated complying superannuation fund, in addition to any employer superannuation contributions made by Council.

Council may provide employees with access to salary packaging arrangements through an approved external provider.

Salary packaging options will be limited to those permitted under applicable taxation and superannuation legislation and must not result in any additional cost to Council.

Participation in salary packaging is voluntary and subject to the requirements of Council's administrative processes and the external provider.

Council will provide reasonable access to information regarding available salary packaging options.

Employees are responsible for obtaining independent financial advice prior to entering into a salary packaging arrangement and for any financial implications arising from participation.

Council may review, amend or withdraw access to salary packaging arrangements where required due to legislative, taxation or administrative changes.

3.6 SUPERVISORS

Any inside employees supervising outside employees and who are required to work a 38 hour working week will receive their 38 hour wage using a 36.25 hourly divisor. Any work in excess of 38 hours in the week will be deemed overtime. This shall be read in conjunction with Clause 4.1.

PART 4 HOURS OF WORK

4.1 OUTSIDE EMPLOYEES (INCLUDING SUPERVISORS)

The ordinary hours of work for employees other than part-time employees or casual employees shall not exceed 76 hours per fortnight.

a) The spread of ordinary hours shall be worked continuously except for meal breaks, between 0600 to 1800 Monday to Friday, or in accordance with the Award. Notwithstanding the spread of ordinary hours prescribed in this agreement may be altered by an employee upon application (who may be represented by their local union delegate/s or their union officials) may agree that the prescribed spread of ordinary hours may be altered. The ordinary hours of work shall not exceed ten (10) hours per day;

b) As a general practice, standard start and finish times will be determined and remain constant. Where it is proposed to change the standard start and finish times all affected employees will be notified at least one (1) week prior to the change occurring or as soon as practicable;

c) However, start and finish times for ordinary hours of work may vary within the daily work hours nominated to allow for optimum plant utilisation and to improve overall work productivity. Any such variance to working hours may occur upon agreement between the employer and the majority of affected employees;

d) Upon agreement between the employer and the majority of impacted employees and subject to sub-clause (a), (b) (c) & (d) of this clause, the 38 hour week may be negotiated to be worked in such a manner so as to benefit both the Council and employees;

e) Flexible arrangements e.g. wet and training – subject to change by consultations by parties; and

f) All outside employees will work a nine (9) day fortnight RDO arrangement, unless otherwise agreed to above.

4.1.1 Civil Construction Maintenance Workers

Civil Construction Maintenance Workers who currently work a four (4) day work week, comprising of four (4) x 9.5 hour days, will have these work arrangements maintained for the life of this Agreement.

4.2 INSIDE EMPLOYEES (EXCLUDING SUPERVISORS)

The ordinary hours of work for employees other than part-time employees or casual employees shall not exceed 72.50 hours per fortnight.

a) Daily working hours shall be worked continuously, except for meal breaks, between the hours of 0600 and 1800;

b) The ordinary hours of work shall be worked Monday to Friday inclusive;

c) The ordinary hours of work shall not exceed 8.05 hours per day for eight (8) days, 8.1 hours on the ninth day;

d) As a general practice, standard start and finish times will be determined and remain constant. Where it is proposed to change the standard start and finish times all affected employees will be notified at least one (1) week prior to the change occurring;

e) Subject to sub-clause (a), (b) (c) & (d) of this clause, the employee and employer may negotiate mutually beneficial working arrangements; and

f) All inside employees will work a nine (9) day fortnight RDO arrangement, unless otherwise agreed to above.

4.3 RDO ARRANGEMENTS & ACCRUAL – ALL EMPLOYEES

a) A maximum of five (5) RDO's may be banked at any one time. The following criteria shall be adhered to in respect of Council requesting an employee to work on a rostered day off:
   (i) Three (3) days' notice (including the weekend) shall be given if required to work on a scheduled rostered day off, i.e. the workforce may be advised on Friday morning that they will be required to work on Monday; and
   (ii) Employees shall receive the appropriate overtime penalty rates if required to work by Council on their RDO.

b) Where an employee accrues a banked RDO and is unable to take it within twelve (12) months, the employee will be paid at the appropriate penalty rates.

4.4 TEN HOUR BREAK

Except in cases of emergent need, employees must not present to work within the 10-hour break period.

Employees who present for work within the 10-hour break rule without their supervisor's permission, must inform their supervisor that they are in breach of the 10-hour break rule. The supervisor, in consultation with the employee shall determine if the employee should be sent home until the 10-hour break period has been met or if the employee will be permitted to work, where there is an emergent need. Safety will be an important consideration when making this determination.

If the employee is sent home, due to not being required to work during the 10-hour break, payment of overtime for attendance at work shall not apply. Should the employee be recalled to work during their 10-hour break, then the provisions of the Award shall apply.

4.5 CLASSIFICATION ARRANGEMENTS

4.5.1 Award Levels 1 and 2

a) An employee who is employed under the Queensland Local Government Industry (Stream A) Award – State 2017 and is classified at Level 1 and who has completed twelve (12) months satisfactory service at the maximum incremental payment point of that classification shall be automatically advanced to Level 2.1.

b) This provision is not to preclude more rapid incremental advancement within the above-mentioned salary levels.

4.5.2 Juniors

Any junior employee under the age of twenty-one (21) who is performing work commensurate with that of an adult employee shall receive the appropriate adult rate whilst performing such work.

4.5.3 Apprentices and Trainees

Apprentices and Trainees are employees covered by this Agreement and are entitled to the terms and conditions of this Agreement applicable to them.

Additional employment, training and development provisions applying specifically to Apprentices and Trainees are contained in Appendix B – Apprentices and Trainees General Provisions, which forms part of this Agreement.

4.5.4 Leading Hand

In accordance with the relevant Award, a Leading Hand in addition to their normal duties, is appointed by Council to deliver pre-organised work developed by the Supervisor/Manager, and to be in charge of other employees on the worksite ensuring all tasks are completed safely and efficiently.

The Leading Hand is expected to exercise a broad knowledge of the work required to be done and either individually or as part of a team be able to undertake a substantial proportion of typical work.

The Leading Hand works under limited supervision from the Supervisor, however, should the Leading Hand have problems/issues in delivering the work or with the employees under their control, on the job, the Leading Hand is to contact the Supervisor for direction.

4.5.5 Outside Employee Classification

The parties acknowledge that outside employees have been, and will continue to be for the life of this Agreement, classified and reclassified in accordance with the NBRC Multi-Skilled Competency Classification Framework.

The parties acknowledge the intention to review the classification framework for outdoor workers during the life of this Agreement in preparation for negotiations for a replacement agreement in future. It is intended that this review would be conducted through consultation.

As part of this process, the parties acknowledge the requirement to ensure equal remuneration for work of an equal or comparable value in accordance with the Industrial Relations Act 2016 and that the review of the classification framework for outdoor workers during the life of this Agreement will need to be conducted in line with that requirement.

4.6 MIXED FUNCTIONS/HIGHER DUTIES

An employee primarily engaged on duties of a higher level for a total of more than four (4) hours on any day shall be paid the rate applicable to such high level for the entire day.

An employee engaged at a higher duty for four (4) hours or less applies only for the operation of plant and is subject to pre-approval by the supervisor.

All employees who perform a duty on a regular basis that is of a higher classification rate shall be reclassified to the higher classification.

Regular basis is defined as working greater than fifty per cent (50%) of their working time in the previous year at the higher rate however does not prevent Council from reclassifying an employee at any time.

For the avoidance of doubt, this clause applies where an employee regularly performs duties at a higher classification as part of their substantive position and does not apply to temporary appointments, secondments, acting arrangements or temporary back-filling arrangements.

4.7 TRANSITION TO RETIREMENT ARRANGEMENTS

Transition to retirement arrangements may be available to those employees considering full time retirement from the work force and who may consider a transition period to retirement. Any request for Transition to retirement arrangements, including part-time and flexible work arrangements, provided that any request can be accommodated within Council operations, will not be unreasonably refused.

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

All accrued leave entitlement balances accrued immediately prior to accepting a transition to retirement arrangement will be maintained without reduction. On commencement of the transition to retirement arrangement all leave will accrue in accordance with the relevant hours of work clauses within this agreement and/or applicable parent award.

4.8 MEAL BREAKS

By mutual agreement the supervisor and employee may agree to flexible arrangements for taking meal breaks. These flexible arrangements apply without attracting penalty rates where it is agreed to:

c) delay lunch break up to one hour for job completion; and
d) stagger meal breaks, which may assist in meeting deadlines for job completion.

PART 5 LEAVE

5.1 ANNUAL LEAVE

5.1.1 General Annual Leave Provision

All employees will be entitled to the Annual Leave provisions relevant to the parent award under which they are engaged.

5.1.2 Close Down Periods

a) The taking of leave during any close-down period will be managed in accordance with the provisions of the relevant Queensland Local Government Industry Award applicable to the employee and the *Industrial Relations Act 2016* (Qld), as amended from time to time.
b) Where a close-down period is implemented, employees may be required to take accrued leave in accordance with the relevant Award and legislative provisions.

5.2 PERSONAL LEAVE

Employees (other than casual employees), whose terms and conditions are governed by this Agreement, shall be entitled to fifteen (15) days Personal Leave per annum (or pro-rata equivalent for part-time employees). For a full-time employee, this will equate to:

i. Employees who work 36.25hrs / week - 108.75hours/annum; and
ii. Employees who work 38 hrs / week - 114 hours/annum.

Personal Leave may be taken using the ordinary hours the employee would normally have worked for that day. By way of example, an employee who would normally perform work for 38 hours a week over five (5) days, but has come to an arrangement with the Council to work 9.5 hours a day for four (4) days a week, may take 9.5 hours Personal Leave, which equates to one and a quarter (1 ¼) days Personal Leave.

An employee is able to use all of their Personal Leave for the purposes of Carer's Leave.

Where an employee provides evidence, in accordance with the *Industrial Relations Act 2016*, that they need to take Personal Leave for a period of time or will require ongoing leave due to illness or injury, and where Council accepts that it is likely that the employee will not have sufficient accrued Personal Leave to cover the period of leave they will reasonably require, the employee may request to access their accrued Personal Leave at half pay. It is understood that ordinarily half pay Personal Leave would only be granted for periods of Personal Leave that are in excess of 2 weeks or in special circumstances.

Half pay Personal Leave will be administered so that the employee will be paid for half of their ordinary working hours for each day, for example if the employee ordinarily works 8 hours, the leave will be administered as 4 hours paid leave and 4 hours unpaid leave.

5.2.1 Personal Leave Bonus – 25%

All employees shall be given an annual opportunity to opt-in to the provisions under this Clause, via a written notification two weeks prior to 1 November each year. All employees must advise the Council by 1 November of the calendar year if they wish to opt-in to the Personal Leave Bonus.

All employees who have opted-in shall receive as from the operative date of this agreement an annual payment equal to twenty-five percent (25%) of the employees yearly unused Personal Leave with such amount to be deducted from the employees total unused Personal Leave balance (i.e. employees yearly entitlement– fifteen (15) days; Personal Leave taken seven (7) days; balance of the yearly entitlement – eight (8) days. Bonus payment will be twenty-five (25%) of the eight (8) Days = two (2) days, and the two (2) days would be deducted from the unused Personal Leave entitlement).

5.2.2 Personal Leave Payout – Death Benefit

In addition to 5.2.1 above, and in the event of an employee's death, Council agrees to pay to the estate of the employee accrued Personal Leave entitlements to a maximum of thirty-two (32) weeks as at the date of death.

5.3 LONG SERVICE LEAVE

All employees covered by this Agreement shall be entitled to Long Service Leave on full pay under, subject to, and in accordance with the provisions of Division 2 – Section 1 – Administrative, Technical, Community Service, Supervisory and Managerial Services part of the Queensland Local Government Industry Award (Stream A) – State 2017.

5.3.1 Cash out Long Service Leave

An employee may apply to Council for payment (cash out) of excess Long Service Leave, instead of accessing the leave, on the basis of compassionate or financial hardship grounds, as demonstrated by way of providing Council with a statutory declaration. Excess Long Service Leave will be deemed to be any accrued Long Service Leave in excess of 4 weeks.

5.3.2 Pro Rata Long Service Leave

Long Service Leave may be taken on a pro rata basis whilst in service on completion of seven (7) years continuous service with Council.

5.4 FAMILY/PARENTAL LEAVE

a) Paid Parental Leave may be accessed concurrently with the Parental Leave provisions of the *Industrial Relations Act 2016*, including an employee's right to return to work following Parental Leave. The period of paid Parental Leave taken will reduce the period of Parental Leave provided for under the Act.
b) In conjunction with the birth (including surrogacy) or adoption of a child, an employee (primary and non-primary caregiver) who has completed a minimum of one (1) year's employment with Council shall be entitled to access Council's paid Parental Leave scheme of six (6) weeks paid Parental Leave.
c) Unless otherwise agreed by Council, the first period of Parental Leave accessed by the employee, for the birth (including surrogacy) or adoption of a child, will be paid parental leave. Generally, paid Parental Leave will commence from the birth (including surrogacy) or adoption of the child, however, it is acknowledged that the birthing parent may access paid Parental Leave no earlier than 6 weeks prior to the expected birth of the child, unless otherwise agreed by Council.
d) An employee (primary caregiver only) may also take up to an additional six (6) weeks leave using their available accrued Personal Leave. Other forms of leave may be accessed in accordance with section 79 of the Act. An employee may request approval to use any accrued and unused TOIL.
e) By mutual agreement of the employee and Council, the six (6) weeks paid Parental Leave can be made as half payments for a period equalling twelve (12) weeks.
f) For the purposes of this clause, if the pregnancy of an employee terminates other than by birth of a living child later than 20 weeks, the employee and the employee's spouse are entitled to the parental leave that they would have been entitled to if the child had been born living.
g) If the child dies within the approved paid Parental Leave period, the employee may take the balance of this period as paid Compassionate Leave.
h) Sufficient evidence as per the Act may be requested by Council to support access to leave under this provision.

5.4.1 Return to part-time work or flexible work arrangement after parental leave

Employees may apply to work part-time or seek flexible work arrangements following a period of Parental Leave. An application for part-time or flexible work under this provision must be made in writing and must:

a) State that it is an application to return to work on a part-time basis or with flexible work arrangements by written notice being given to Council at least twenty-eight (28) days before the leave ends; and
b) State the dates the return to work on a part-time basis, or flexible work arrangements, is to

start and end; and

c) State the impact the refusal of the application might have on the employee and the employee's dependents;
d) Be accompanied by a statutory declaration by the employee stating the employee is seeking to work on a part-time or flexible basis so the employee can continue to be the child's primary caregiver when not at work;
e) Any request including part-time and flexible work arrangements, provided that any request can be accommodated within Council operations will not be unreasonably refused.

5.5 BEREAVEMENT LEAVE

Employees will be entitled to at least two (2) days bereavement leave on full pay on the death of a member of the employee's immediate family or household.

An employee may make a request to the Chief Executive Officer seeking special consideration where the death of a relative or associate of his/her family occurs but the nature of the relationship between the employee and the deceased person is not clearly defined. The employee is to provide the Chief Executive Officer with details of their relationship to the deceased person, and any other additional information if requested. The Chief Executive Officer will not unreasonably deny any request for special consideration of Bereavement Leave where it has been clearly established that the relationship between the employee and the deceased person warrants the allowance of the leave.

An employee may make a request to the Chief Executive Officer seeking special consideration to receive up to five (5) days paid Bereavement Leave where the employee is required to travel a significant distance as a result of the bereavement.

5.6 DOMESTIC AND FAMILY VIOLENCE LEAVE

5.6.1 Special Leave for employees experiencing domestic and family violence

a) Employees personally experiencing domestic and family violence may access up to ten (10) business days per year of paid Special Leave for medical appointments, legal proceedings, attending to accommodation matters, childcare and education matters and other activities, which are related to domestic and family violence.
b) This leave is non-cumulative and non-transferable and may be taken in units of one (1) hour. Employees may also access Personal Leave or any other form of accrued leave balances for medical appointments, legal proceedings, attending to accommodation matters, addressing childcare and education matters and other activities, related to domestic and family violence.
c) Employees supporting a person experiencing domestic and family violence may take Personal Leave or any other form of accrued leave to accompany them to court, to hospital, or to assist with childcare, accommodation or other matters.
d) While notice is not strictly required prior to taking the leave, an employee should notify their supervisor, Chief Executive Officer or Human Resource Officer as soon as reasonably practicable of their intention to take or remain on Special or other leave for this purpose. Proof of domestic and family violence may be required and can be a document issued by the Police Service, a Court, a Doctor, a Domestic and Family Violence Support Service or Lawyer.
e) In order to provide support to an employee experiencing domestic and family violence and to provide a safe work environment, Council will approve any reasonable request from an employee for changes to their span of hours or pattern or hours and/or shift patterns; job redesign or changes to duties; changes to their telephone number or email address to avoid harassing contact; or any other appropriate measure including those available under existing work arrangements.
f) An employee experiencing domestic and family violence may raise the issue with their supervisor, the Chief Executive Officer or the People and Culture Officer. The supervisor may seek advice from the People and Culture Officer. All personal information concerning domestic and family violence will be kept confidential and only shared with employees who have a genuine need to know. No information will be kept on an employee's personnel file

without their express written permission. Council will work collaboratively with the employee who is experiencing domestic violence to develop protocols to restrict access to the employee's personal information and contact details.

g) Council will identify a contact person who will be trained in domestic violence, discretion and privacy issues. The contact will be in possession of appropriate resources and referral information. The employer will advertise the name of the contact within the workplace and provide the details at induction for new staff.

h) Council will develop and implement workplace safety planning strategies to ensure the protection of all employees. Council will ensure all employees are aware of and trained in the safety planning strategies.

Safety planning can include:

- Accompanying employees to the car park or transport when leaving work.
- Notifying relevant staff not to disclose private information about employees' locations or movements.
- Ensuring employees do not work alone at locations with public access.
- Providing a photo of the abusive person to front desk staff, so that they can identify them and call the police if necessary.
- Policy on workplace violence.
- Strategies to protect employees from abusive phone calls and emails.

5.7 LEAVE WITHOUT PAY

Leave without pay for a minimum one (1) month for up to twelve (12) months for special circumstances other than those available for family or parental leave entitlements will be available to all employees at the discretion of the Chief Executive Officer, and such leave will not constitute a break in the employees continuity of service.

5.8 WORKER'S COMPENSATION "TOP-UP"

All employees who receive Workers Compensation for an injury will receive and be paid full entitlements for the entire period that they are absent on Workers Compensation. Entitlements that will continue to accumulate and be paid include but are not limited to:

a) Long Service Leave;
b) Annual Leave;
c) Superannuation Payments; and
d) Personal Leave.

An employee in receipt of Workers Compensation may opt to use Personal Leave accruals to make up the difference between payments received from Local Government Workcare (LGW) and the employee's average weekly earnings, which will be calculated by:

> *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 payments by Local Government Workcare and this calculated rate will be the amount to be paid by the employer to the injured employee.*

The amount debited against the employee's personal leave accrual will be on the basis of:

> *Hours debited = Additional payment divided by the employee's Ordinary Hourly Rate*.

5.9 EMERGENCY SERVICES LEAVE

All employees (except casuals) engaged as a volunteer in a recognised emergency service organisation (e.g. Rural Fire Brigade) may be entitled to up to five (5) days paid Emergency Services Leave per year. This leave is not cumulative.

Employees who exceed the five (5) days will be allowed to use any other accrued leave balance. To avoid disruption to work, employees are required to seek approval from the Chief Executive

Officer/Delegate to join a recognised emergency service organisation. Certification of attendance at Emergency Services operations will be required for payment purposes.

5.10 NATURAL DISASTER LEAVE

When a situation occurs where an employee is affected as a result of a Natural Disaster (including an undeclared natural disaster) or Extreme Weather Event caused by but not limited to, a natural flood, cyclone, bushfire, tsunami or earthquake event (not including a pandemic, for example COVID19), and the employee is:

i. Prevented from being able to work; or
ii. Required to leave or remain away from the workplace,

the employee shall, upon demonstrating how and when they have been affected, be granted leave without loss of pay for up to a maximum of two (2) days per year (non-cumulative) and such leave is subject to approval by the Chief Executive Officer or delegate. Additional days may be granted at the CEO's discretion.

Paid leave under this Clause would apply where employees are:

i. Unable to report to work at any of Council's depots or offices from which that employee's duties are conducted by means of plant and/or equipment being stationed there and perform their required or alternative duties or attend training;
ii. Unable to work remotely (e.g. from home); or
iii. Where continuing to work under extreme conditions is inadvisable due to Work Health and Safety considerations and the employee is required to leave the work site and return home, or in accordance with the *Work Health and Safety Act 2011*, where applicable.

Where the effected employee demonstrates they are required to undertake the following activities:

a) ensure protection of family, property and livestock;
b) secure their residence and belongings;
c) undertake temporary or emergency repairs; and/or
d) clean up to restore dwelling to a habitable state.

Implementation of this clause is in accordance with relevant Corporate Standard. Changes to this Corporate Standard must be in consultation with the Joint Consultative Committee.

PART 6 OTHER PROVISIONS

6.1 WORK LOCATION AND TRAVEL

6.1.1 Designated Primary Work Location

All positions and employees shall have a designated primary work location (i.e. township or locality), excluding casuals who have agreed to work at different work locations on commencement of employment.

6.1.2 Temporary Work Location Change

Where an employee is requested or directed to temporarily report to a work location/site, other than their designated primary work location, the provisions under the relevant Award shall apply.

6.1.3 Permanent Work Location Change

Following consultation, where Council makes a definite decision to permanently transfer an employee to a new designated primary work location, Council will provide the employee twelve (12) weeks' notice of the change, unless a lesser period is mutually agreed between Council and the individual employee.

Following the 12-week notice period and upon the commencement at the new permanent work location, travel time will not be claimable. Where an employee is required to travel to any alternative work location on a temporary basis, Clause 6.1.2 will apply.

Where the work location transfer results in the employee being required to travel an additional twenty (20) kilometres or more from their home to their previous location of work (and vice-versa), then the employee shall receive the motor vehicle allowance, as per the relevant Award. Payment for kilometres will not be made where the employee has been alternatively compensated by the provision of car-pooling, commuter use of a vehicle etc that caters for the additional travel. This arrangement shall remain in place for a period of twelve (12) weeks from the date of transfer. If applicable, the motor vehicle allowance will be claimed by and paid to the employee via the time recording (timesheet entry) process for the duration of the arrangement.

For example, an employee travelled 5 km to attend their previous work location. They are now required to travel 40 km to their transferred work location. The employee will be paid for all kms travelled in excess of 25km, being 15 km.

6.1.4 North Burnett Regional Council Work

Council agrees that should an employee be required to travel and work requiring an overnight stay within the NBRC area as requirements of his/her position then the employee will receive payment of allowances in accordance with the "Travel and Work Related Expenses" Corporate Standard.

6.2 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

6.2.1 General Principles

Council will provide uniforms to designated uniform positions and Personal Protective Equipment (PPE) where required to:

a) meet legislative and workplace health and safety obligations;
b) maintain a professional corporate image;
c) support customer service delivery; or
d) satisfy operational requirements determined by Council.

Uniforms and PPE provided under this clause remain the property of Council unless otherwise approved.

Employees in non-designated uniform positions may at their expense purchase a Council (NBRC) branded uniform.

6.2.2 Designated Uniform Positions

Council may designate positions or work groups as requiring the wearing of an approved Council uniform.

Designated positions will include employees who:

a) regularly undertake outdoor work;
b) are required to wear PPE in the performance of their duties. Employees must wear and utilise PPE as directed by Council.
c) regularly interact with external customers, community members, or external stakeholders;
d) represent Council daily in a public-facing capacity; or
e) any other positions not identified in a) to d) above which may be designated by Council from time to time.

Employees occupying designated positions must wear the approved uniform in accordance with Council's Uniform and Presentation Corporate Standard.

6.2.3 Outside Employees

Employees (including supervisors) engaged primarily in outdoor work will be provided with uniforms and PPE determined by Council having regard to operational requirements and workplace health and safety obligations.

The issue, replacement and maintenance of uniforms and PPE will be managed in accordance with Council's Uniform and Presentation Corporate Standard and on the basis of fair wear and tear.

Council will provide a work boot subsidy of up to $200 (inclusive of GST) per employee on a fair wear and tear replacement basis where the employee's position requires safety footwear.

6.2.4 Inside Employees

Employees occupying designated uniform positions will be provided with access to the approved corporate uniform in accordance with Council's Uniform and Presentation Corporate Standard. Funding for the corporate uniform shall be provided on a financial year basis by Council as follows;

a) First year of employment $660.00 inclusive of GST, ($330.00 inclusive of GST available at commencement of employment with balance available at the successful completion of the employee's probationary period).
b) Second and subsequent years of employment $440.00 inclusive of GST.
c) The provision of uniforms will be on a pro-rata basis for permanent part-time and casual employees based on their hours of work.

Employees whose positions are not designated as requiring a uniform are entitled to a uniform allowance of $143.00 inclusive of GST per year.

Employees not required to wear a uniform must present for work in a neat, clean and professional manner consistent with Council's Uniform and Presentation Corporate Standard.

6.2.5 Review of Designated Positions

Council may review designated uniform positions identified under clause 6.2.2 e) from time to time following consultation with affected employees and relevant unions through the established consultative arrangements.

6.3 VACCINATIONS

Upon request of the employee, Council will provide Influenza, Hepatitis and Tetanus vaccinations at no cost to the employee.

Other vaccinations will be made available at no cost, to those employees identified as requiring such vaccination following a work health and safety risk assessment which identified the vaccination as a reasonable and appropriate preventative measure for a recognised workplace health and safety risk.

6.4 TRAINING/CONFERENCE ATTENDANCE

6.4.1 Training/Conference Attendance

The parties acknowledge that any training to be undertaken by the employee at the request of the employer is considered to be mutually beneficial and as such the following is to apply where an employee is required to undertake training that necessitates significant travelling to attend the training and/or where the employee is required to reside overnight in accommodation other than their usual accommodation. For the purposes of clarification, training also includes any attendance at seminars, conferences or workshops that may occur from time to time.

a) All travelling time for approved training / conferences undertaken by the employee outside of their normal work hours will be paid at single time. Attendance at the training regardless of the start and finish times and duration is considered to be single time and equivalent to a normal work day as if the employee had not attended the training;
b) From the time that the employee arrives at the training location / accommodation until the employee departs the training location / accommodation, no overtime or other penalty rates can be claimed by the employee;
c) The employer will pay all reasonable costs associated with training attendance including travelling, accommodation, meals and non-alcoholic beverages; and

Where an employee incurs any costs as outlined in (c) then the employer will reimburse the employee as soon as reasonably possible on presentation of appropriate documentation.

6.4.2 Apprentices and Trainees

Training arrangements specific to Apprentices and Trainees are set out in Appendix B – Apprentices and Trainees General Provisions.

6.5 UNION ENCOURAGEMENT

This clause gives effect to the Union Encouragement provisions contained within the underpinning Awards in their entirety. At the point of engagement, the Employer shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the Employer in a place readily accessible by the Employee. The document provided by the Employer shall also identify the existence of a Union encouragement clause in this Agreement.

6.6 WORKLOAD MANAGEMENT

The Council seeks to provide, so far as is reasonably practicable, an operating environment where work is designed, organised, allocated and resourced by the Council in a manner that does not create risks to the health and safety of employees.

For the avoidance of doubt, this clause applies only to workload risks arising from the Council's design and management of work and does not apply to matters relating solely to an individual employee's performance, prioritisation of tasks, time-management, efficiency or compliance with reasonable directions, which remain subject to the Council's performance management and disciplinary frameworks.

The Council will manage workload-related risks in accordance with the *Work Health and Safety Act 2011* and the Managing the Risk of Psychosocial Hazards at Work Code of Practice, as amended from time to time.

Employees are encouraged to raise workload concerns with their supervisor at the earliest opportunity. Supervisors will consult with affected employees and, where appropriate, take reasonably practicable steps to identify, assess, and manage workload-related risks.

Where workload issues have broader or systemic implications, the Council will consult through appropriate consultative mechanisms.

The Council will maintain policies, procedures and tools to support the identification, assessment, control and review of workload-related risks. Such policies, procedures and tools do not form part of this Agreement.

Nothing in this clause limits the Council's managerial responsibility to determine the organisation of work, resourcing, priorities and service delivery requirements, subject to its legislative obligations and this Agreement.

6.7 RIGHT TO DISCONNECT

Except as provided in this clause, Employees are not required to monitor, read or respond to work-related communications, including but not limited to telephone calls, text messages, emails, social media messages or any other form of electronic communication, outside their ordinary hours of work.

An Employee may be contacted outside ordinary hours where:

a) the Employee is rostered on call, receiving an availability allowance, or is otherwise required to be available for work;
b) an emergency, public safety, disaster management, work health and safety, critical infrastructure, operational continuity or similar exceptional circumstance exists; or
c) the contact is reasonable having regard to the Employee's role, level of responsibility, duties and any remuneration or arrangements that contemplate reasonable out-of-hours contact.

Exceptional Circumstances means circumstances involving an emergency, public safety risk, disaster response, work health and safety incident, critical infrastructure failure, or other situation where a failure to make contact may result in significant risk to persons, property, service delivery or the Employer's operations.

This clause applies regardless of where the Employee performs work, including the Employer's premises, the Employee's home or any other location.

Employees and their Line Manager will discuss and establish reasonable expectations regarding out-of-hours contact having regard to operational requirements and the Employee's circumstances.

An Employee will not be subject to disciplinary action, adverse treatment or other disadvantage for refusing or failing to read, monitor or respond to work-related communications outside their ordinary hours of work where the contact does not fall within clause 6.7(a) to (c).

Nothing in this clause prevents the Employer from issuing lawful and reasonable directions in circumstances covered by this clause.

6.8 WORKPLACE HEALTH AND SAFETY COMMITTEE

Council is committed to continuing the Workplace Health and Safety Committee in accordance with the relevant legislation.

6.9 TOOLBOX TALKS/STAFF MEETINGS

Council will continue its custom and practice of conducting toolbox talks/staff meetings with its employees.

6.10 PRESCRIPTION GLASSES

Council will provide employees with a reimbursement for one pair of prescription safety glasses up to $200, in every 12 month period and where replacement is required due to reasonable wear and tear, when it is determined that the employee requires prescription safety glasses to perform their duties with Council. This entitlement is available where alternative options to mitigate risks to health and safety (e.g. use of 'over glasses' or face shields) are unavailable or unsuitable and the requirement for prescription safety glasses is supported by a work health and safety risk assessment, reviewed and endorsed by the Work Health and Safety section.

Reimbursement shall be provided on obtainment of:

a) Evidence of receipt/cost; and
b) Satisfactory evidence, approved by Council's Work Health Safety section, that the prescription safety glasses are compliant with work health safety requirements.

Reimbursement of additional reasonable costs, in excess of the $200, will be at the Chief Executive Officer or delegate's discretion.

6.11 EQUAL EMPLOYMENT OPPORTUNITY

The parties recognise the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practises, that encourage equality of employment and development opportunities, continue and are promoted, during the life of this Agreement. This will include:

- Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;
- Inclusion of statements during recruitment that Council is an equal opportunity employer;
- Ensuring selection of applicants for vacant positions is conducted in accordance with the law;
- Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests;
- Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the *Anti-Discrimination Act 1991*.

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

6.12 NO EXTRA CLAIMS

a) It is agreed by the parties that up to the nominal expiry date of this Agreement that the parties will not pursue any extra wage claims related to wages or changes of conditions of employment, whether dealt with in this Agreement or not;

b) That this Agreement covers all matters or claims (from the combined unions) regarding the employment of the employees, which could otherwise be the subject of protected Industrial Action pursuant to *Industrial Relations Act 2016*; and

c) Neither party to this Agreement will engage in protected Industrial Action pursuant to the *Industrial Relations Act 2016*, in relation to the performance of any work covered by the Agreement during the term of this Agreement.

PART 7 WAGES SCHEDULES

All rates below incorporate the former base rate and above award payment as a single base rate, include the annualised allowance of $0.1891 per hour, and are subject to the applicable CPI wage increase provisions in clause 3.1 of this Agreement.

Queensland Local Government Industry (Stream A) Award – State 2017
36.25 hours/week

Classification Level	From first full pay period on or after 1/09/2026 4% increase ($ per annum)	From first full pay period on or after 1/09/2027 3.5% increase ($ per annum)	From first full pay period on or after 1/09/2028 3% increase ($ per annum)
QLGIA Stream A - Level 1.1	$66,125.10	$68,427.00	$70,469.12
QLGIA Stream A - Level 1.2	$66,910.46	$69,239.85	$71,306.35
QLGIA Stream A - Level 1.3	$68,167.33	$70,540.71	$72,646.23
QLGIA Stream A - Level 1.4	$69,667.18	$72,093.05	$74,245.15
QLGIA Stream A - Level 1.5	$70,981.90	$73,453.79	$75,646.71
QLGIA Stream A - Level 1.6	$72,114.38	$74,625.90	$76,853.99
QLGIA Stream A - Level 2.1	$73,443.56	$76,001.61	$78,270.96
QLGIA Stream A - Level 2.2	$74,756.83	$77,360.84	$79,670.98
QLGIA Stream A - Level 2.3	$76,068.66	$78,718.59	$81,069.45
QLGIA Stream A - Level 2.4	$76,937.91	$79,618.26	$81,996.11
QLGIA Stream A - Level 3.1	$78,248.29	$80,974.50	$83,393.04
QLGIA Stream A - Level 3.2	$79,081.38	$81,836.75	$84,281.16
QLGIA Stream A - Level 3.3	$80,393.20	$83,194.49	$85,679.63
QLGIA Stream A - Level 3.4	$81,706.47	$84,553.73	$87,079.64
QLGIA Stream A - Level 4.1	$83,016.86	$85,909.97	$88,476.57
QLGIA Stream A - Level 4.2	$84,331.57	$87,270.70	$89,878.13
QLGIA Stream A - Level 4.3	$85,464.06	$88,442.82	$91,085.41
QLGIA Stream A - Level 4.4	$86,780.22	$89,805.05	$92,488.51
QLGIA Stream A - Level 5.1	$88,090.60	$91,161.30	$93,885.44
QLGIA Stream A - Level 5.2	$89,225.97	$92,336.41	$95,095.81
QLGIA Stream A - Level 5.3	$90,537.80	$93,694.15	$96,494.28
QLGIA Stream A - Level 6.1	$92,724.66	$95,957.55	$98,825.58
QLGIA Stream A - Level 6.2	$94,908.63	$98,217.95	$101,153.80
QLGIA Stream A - Level 6.3	$97,517.48	$100,918.12	$103,934.97
QLGIA Stream A - Level 7.1	$99,283.79	$102,746.25	$105,817.94
QLGIA Stream A - Level 7.2	$101,473.54	$105,012.64	$108,152.33
QLGIA Stream A - Level 7.3	$103,657.51	$107,273.05	$110,480.55
QLGIA Stream A - Level 8.1	$106,284.06	$109,991.52	$113,280.57
QLGIA Stream A - Level 8.2	$108,906.26	$112,705.51	$116,075.98
QLGIA Stream A - Level 8.3	$111,531.36	$115,422.48	$118,874.47
QLGIA Stream A - Level 8.4	$113,995.92	$117,973.30	$121,501.81
QLGIA Stream A - Level 8.5	$116,457.58	$120,521.12	$124,126.06

Queensland Local Government Industry (Stream A) Award – State 2017
Supervisor of Outdoor Workers (38 hours/week)

Classification Level	From first full pay period on or after 1/09/2026 4% increase ($ per annum)	From first full pay period on or after 1/09/2027 3.5% increase ($ per annum)	From first full pay period on or after 1/09/2028 3% increase ($ per annum)
QLGIA Stream A - Level 3.1	$82,025.79	$84,883.61	$87,418.91
QLGIA Stream A - Level 3.2	$82,899.10	$85,787.49	$88,349.90
QLGIA Stream A - Level 3.3	$84,274.25	$87,210.77	$89,815.89
QLGIA Stream A - Level 3.4	$85,650.93	$88,635.63	$91,283.49
QLGIA Stream A - Level 4.1	$87,024.57	$90,057.35	$92,747.86
QLGIA Stream A - Level 4.2	$88,402.75	$91,483.77	$94,217.07
QLGIA Stream A - Level 4.3	$89,589.91	$92,712.47	$95,482.64
QLGIA Stream A - Level 4.4	$90,969.61	$94,140.47	$96,953.47
QLGIA Stream A - Level 5.1	$92,343.25	$95,562.19	$98,417.84
QLGIA Stream A - Level 5.2	$93,533.43	$96,794.03	$99,686.64
QLGIA Stream A - Level 5.3	$94,908.59	$98,217.31	$101,152.62
QLGIA Stream A - Level 6.1	$97,201.02	$100,589.98	$103,596.47
QLGIA Stream A - Level 6.2	$99,490.42	$102,959.51	$106,037.08
QLGIA Stream A - Level 6.3	$102,225.22	$105,790.03	$108,952.52
QLGIA Stream A - Level 7.1	$104,076.80	$107,706.41	$110,926.39
QLGIA Stream A - Level 7.2	$106,372.27	$110,082.22	$113,373.47
QLGIA Stream A - Level 7.3	$108,661.67	$112,451.75	$115,814.09
QLGIA Stream A - Level 8.1	$111,415.01	$115,301.46	$118,749.29
QLGIA Stream A - Level 8.2	$114,163.81	$118,146.46	$121,679.65
QLGIA Stream A - Level 8.3	$116,915.64	$120,994.60	$124,613.23
QLGIA Stream A - Level 8.4	$119,499.17	$123,668.56	$127,367.41
QLGIA Stream A - Level 8.5	$122,079.67	$126,339.38	$130,118.35

Trainees

Classification Level	From first full pay period on or after 1/09/2026 4% increase ($ per annum)	From first full pay period on or after 1/09/2026 3.5% increase ($ per annum)	From first full pay period on or after 1/09/2026 3% increase ($ per annum)
Trainee - Year 10 School Leaver	$29,557.50	$30,579.53	$31,486.23
Trainee - Year 10 plus 1 year out of school	$33,126.78	$34,273.74	$35,291.26
Trainee - Year 10 plus 2 years out of school	$38,264.38	$39,591.16	$40,768.20
Trainee - Year 10 plus 3 years out of school	$43,239.74	$44,740.65	$46,072.18
Trainee - Year 10 plus 4 years out of school	$48,809.98	$50,505.85	$52,010.33
Trainee - Year 10 plus 5 years or more out of school	$55,083.26	$56,998.70	$58,697.96
Trainee - Year 11 School Leaver	$34,208.38	$35,393.20	$36,444.30
Trainee - Year 11 plus 1 year out of school	$38,264.38	$39,591.16	$40,768.20
Trainee - Year 11 plus 2 years out of school	$43,239.74	$44,740.65	$46,072.18
Trainee - Year 11 plus 3 years out of school	$48,809.98	$50,505.85	$52,010.33
Trainee - Year 11 plus 4 years out of school	$55,083.26	$56,998.70	$58,697.96
Trainee - Year 12 School Leaver	$38,264.38	$39,591.16	$40,768.20
Trainee - Year 12 plus 1 year out of school	$43,239.74	$44,740.65	$46,072.18
Trainee - Year 12 plus 2 years out of school	$48,809.98	$50,505.85	$52,010.33
Trainee - Year 12 plus 3 years out of school	$55,083.26	$56,998.70	$58,697.96

Queensland Local Government Industry (Stream B) Award – State 2017
38 hours/week

Classification Level	From first full pay period on or after 1/09/2026 4% increase ($ per annum)	From first full pay period on or after 1/09/2027 3.5% increase ($ per annum)	From first full pay period on or after 1/09/2028 3% increase ($ per annum)
QLGIA Stream B - Level A1	$65,110.33	$67,376.12	$69,386.19
QLGIA Stream B - Level A2	$65,110.33	$67,376.12	$69,386.19
QLGIA Stream B - Level A3	$66,723.69	$69,045.94	$71,106.10
QLGIA Stream B - Level A4	$66,723.69	$69,045.94	$71,106.10
QLGIA Stream B - Level A5	$67,444.72	$69,792.21	$71,874.76
QLGIA Stream B - Level A6	$68,165.75	$70,538.48	$72,643.42
QLGIA Stream B - Level B1	$69,045.06	$71,448.56	$73,580.81
QLGIA Stream B - Level B2	$69,871.61	$72,304.04	$74,461.95
QLGIA Stream B - Level B3	$70,698.16	$73,159.52	$75,343.10
QLGIA Stream B - Level B4	$71,534.39	$74,025.02	$76,234.56
QLGIA Stream B - Level C1	$78,265.49	$80,991.71	$83,410.25
QLGIA Stream B - Level C2	$79,098.58	$81,853.96	$84,298.36
QLGIA Stream B - Level C3	$80,410.41	$83,211.70	$85,696.84
QLGIA Stream B - Level C4	$81,723.68	$84,570.93	$87,096.85

Apprentices
38 hours/week

Wage Level	From first full pay period on or after 1/09/2026 4% increase ($ per annum)	From first full pay period on or after 1/09/2027 3.5% increase ($ per annum)	From first full pay period on or after 1/09/2028 3% increase ($ per annum)
Apprentice 1 (55% of B1)	$41,695.02	$43,141.27	$44,424.29
Apprentice 2 (65% of B1)	$47,772.81	$49,431.78	$50,903.52
Apprentice 3 (75% of B1)	$53,850.59	$55,722.29	$57,382.74
Apprentice 4 (90% of B1)	$62,967.27	$65,158.05	$67,101.58

Adult Apprentices
38 hours/week

Wage Level	From first full pay period on or after 1/09/2026 4% increase ($ per annum)	From first full pay period on or after 1/09/2027 3.5% increase ($ per annum)	From first full pay period on or after 1/09/2028 3% increase ($ per annum)
Apprentice 1 (75% of B1)	$53,850.59	$55,722.29	$57,382.74
Apprentice 2 (80% of B1)	$56,889.49	$58,867.54	$60,622.36
Apprentice 3 (85% of B1)	$59,928.38	$62,012.80	$63,861.97
Apprentice 4 (90% of B1)	$62,967.27	$65,158.05	$67,101.58

SIGNATORIES

Signatories to the Agreement

Signed for and on behalf of the
North Burnett Regional Council

Craig Matheson
CHIEF EXECUTIVE OFFICER

Date

In the presence of

Printed Name

Date

Signatories to the Agreement

Signed for and on behalf of
The Australian Workers' Union of Employees, Queensland

.....
STATE SECRETARY

.....
Date

In the presence of

.....

.....
Printed Name

.....
Date

Signatories to the Agreement

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

STATE SECRETARY

Date

In the presence of

Printed Name

Date

Signatories to the Agreement

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

.....
STATE SECRETARY

.....
Date

In the presence of

.....

.....
Printed Name

.....
Date

APPENDIX A - APPRENTICES AND TRAINEES GENERAL PROVISIONS

1. The Parties to this Agreement recognise the importance of employing Apprentices and Trainees directly to ensure proper skills and development of the trade or discipline.
2. Council will ensure apprentices and trainees are provided a copy of their agreed Training Plan on commencement and will be supervised to the extent required to support the Apprentice or Trainee in safely achieving all on and off the job training outcomes.
3. Where Council does not employ adequate qualified tradespeople with the relevant skills or qualification to supervise specific aspects of the Apprenticeship or Traineeship, Council will take all reasonable steps to support the Apprentice or Trainee in successfully completing these aspects of their qualification, which may include identification of a suitable contractor or business placement.
4. Council agrees that Apprentices and Trainees will be entitled to all terms and conditions of this Agreement, and their weekly ordinary wage rate of pay will be calculated in accordance with this Appendix and the salary scales at Part 7 of this Agreement. Where wage rates are not provided for at Part 7 of this Agreement, the *Order - Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003*, will apply.
5. An Apprentice or Trainee aged 21 or above (Adult), will not receive a rate of pay that is less than the Queensland Minimum Wage.
6. Except where otherwise provided in this Agreement, the relevant provisions of the following Industrial Instruments shall apply (as applicable):
   a) *Further Education and Training Act 2014*;
   b) *Queensland Local Government Industry (Stream B) Award – State 2017*;
   c) *Queensland Local Government Industry (Stream C) Award – State 2017*;
   d) *Training Wage Award 2012 – State*;
   e) *Order - Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003*;
   f) *Order – Supply of Tools to Apprentices 2024*.
7. In accordance with s.372 of the *Industrial Relations Act 2016*, time spent by an Apprentice or Trainee undertaking supervised training, will be taken to be time worked for Council and ordinary working hours in calculating the Apprentice or Trainees rate of pay and entitlements under this Agreement.
8. Time spent traveling, outside or in excess of ordinary work hours, to attend supervised training, will be paid in accordance with the Learning and Development Corporate Standard and the Travel and Related Expenses Corporate Standard.
9. Apprentices or Trainees attending supervised training will have all accommodation, travel and reasonable meal expenses paid by Council, in accordance with the Travel and Related Expenses Corporate Standard.
10. Where an Apprentice's or Trainee's rostered day off (RDO), or days off, coincide with attendance at supervised training the RDO may be banked. The equivalent hours may be paid as overtime or accrued as time off in lieu (TOIL) by mutual agreement and in accordance with clause 4.3 of this Agreement.
11. Supervised training will be defined in accordance with the *Industrial Relations Act 2016*.
12. Existing Employees who undertake an Apprenticeship or Traineeship, will continue to be paid the ordinary rate applicable to their former role until the relevant Apprenticeship/Traineeship rate is greater. Such employees shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an Apprentice/Trainee.
13. Existing Employees will maintain continuity of employment despite having entered into an Apprenticeship or Traineeship. On completion of the Apprenticeship or Traineeship, Existing Employees shall revert back to employment at least equal in status to the classification held prior to their commencement of training, unless they are successfully appointed to a position relevant to their completed study.

14. To avoid any doubt, an 'Existing Employee' is an employee who was engaged by Council on a permanent basis, prior to commencement of their Apprenticeship or Traineeship.
15. Council will make all reasonable efforts to assist the Apprentice or Trainee in arranging placements with external contractors or businesses relevant to their qualification to gain a full and broad scope of practical experience in completion of their qualification. Such placement will be treated in accordance with clause 7 of this Appendix.

Table 1: Wage Rates and Progression for Apprentices

Wage Level	**Minimum Training Requirements on Entry**	**% of Relevant Tradesperson's / Operational Rate**	
		Apprentices (generally)	**New Adult Apprentices**
1	On entry into the apprenticeship	55%	75%
2	After 12 months continuous service from commencing the apprenticeship, or completion of 25% of studies (whichever is sooner)	65%	80%
3	After 12 months continuous service from commencing wage level 2, or completion of 50% of studies (whichever is sooner)	75%	85%
4	After 12 months continuous service from commencing wage level 3, or completion of 75% of studies (whichever is sooner)	90%	90%

** The relevant tradesperson rate will be in accordance with the *Order - Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003* and this Agreement.