

Tablelands Regional Council



Certified Agreement 2023

Tablelands Regional Council acknowledges the Traditional Custodians of the Tablelands region and recognises their continuing connection to country. We pay respect to Elders past, present and future.





Contents

1.	Title	5
2.	Application of Agreement	5
3.	Parent Awards.....	5
4.	Parties Bound.....	5
5.	No Extra Claims	6
6.	Date and Period of Operation	6
7.	Purpose of the Agreement	6
8.	Consultative Committee	6
9.	Dispute Resolution	7
10.	Consultation.....	7
11.	Security of Employment.....	7
12.	Surplus Employees.....	8
12.1	Application	8
12.2	Consultation	8
12.3	Redeployment	8
12.4	Job Search Leave	8
12.5	Salary Maintenance.....	8
12.6	Voluntary Redundancy.....	8
12.7	Redundancy.....	9
13.	Types of Employment	9
13.1	Full-time	9
13.2	Part-time	9
13.3	Job Share	9
13.4	Maximum-Term.....	9
13.5	Casual	10
14.	Casual Conversion	10
15.	Ordinary Days and Span of Hours	10
16.	Major Project Agreements (MPA)	11
17.	Individual Flexibility Agreements (IFA).....	12
18.	Flexible Working Arrangements	12
19.	Local Area Work Agreements (LAWA).....	12
20.	Rosters and Changes to Rosters	13
21.	Rostered Days Off (RDO)	13
21.1	Outdoor Workers.....	13
21.2	Indoor Workers	13
22.	Overtime	13
23.	Time off in Lieu (TOIL).....	14
24.	Annual Close Down	14

25.	Salary Increase	14
26.	Equal Remuneration	15
27.	Stream A Supervisors working 38 hours per week.....	15
28.	Salary Schedule	15
29.	Salary Packaging/Salary Sacrifice.....	15
30.	Allowances	16
30.1	Uniform Allowance.....	16
30.2	Camp Allowance.....	16
30.3	On-Call Allowance	16
30.3.1	Call-Out	16
30.4	Meal Allowance	16
30.5	Safety Representative Allowance.....	16
30.6	Locality Allowance.....	17
30.7	Live Sewer Allowance.....	17
30.8	Higher Duties.....	17
30.9	Trades Allowance	17
30.10	Construction Allowance	17
30.11	Dead Animal Allowance	17
31.	Fatigue Leave/Rest Period after overtime (10-hour break)	17
32.	Employee Development	18
33.	Compulsory Ticket/Licence Renewal.....	18
34.	Travel and Accommodation.....	18
35.	Vacancies	19
36.	Leave.....	19
36.1	Annual Leave	19
36.2	Long Service Leave	19
36.3	Personal Leave (Carers and Sick Leave).....	20
36.4	Cultural and Ceremonial Leave	20
36.5	Bereavement and Compassionate Leave	20
36.5.1	Bereavement Leave	20
36.5.2	Compassionate Leave	21
36.6	Domestic and Family Violence Leave	21
36.7	State Emergency Services/Rural Fire Brigade	21
36.8	Leave Without Pay	22
36.9	Parental Leave.....	22
36.9.1	Birth-related Leave.....	22
36.9.2	Paternity/Partner Leave.....	23
36.9.3	Adoption Leave	23
36.10	Jury Service Leave	23
36.11	Natural Disaster Leave	23
36.12	Trade Union Training Leave.....	23
37.	Abandonment of Employment.....	24
38.	Union Representatives	24
39.	Equity and Diversity	24
40.	Employee Health and Wellbeing.....	24
41.	Transition to Retirement	25



42. Superannuation25

43. Reclassification25

44. Signatories26

Schedule A – Dispute Resolution31

Schedule B – Consultation33

Schedule C – Salary Schedules34

 Queensland Local Government Industry (Stream A) Award – State 201734

 Queensland Local Government Industry (Stream B) Award – State 201735

 Queensland Local Government Industry (Stream C) Award – State 201736



1. Title

This Agreement shall be known as the Tablelands Regional Council Certified Agreement 2023.

2. Application of Agreement

This Agreement applies to all employees of Tablelands Regional Council (TRC), including apprentices and trainees where relevant. However, this Agreement will not apply to any employee appointed to the position of Chief Executive Officer (CEO) or any Senior Officer pursuant to a written contract of employment where that contract states that the Award will not apply to the employment terms and conditions applicable to the employee.

Any reference to the CEO in this Agreement also applies to other Senior Executives or Senior Officers of TRC who hold appropriate delegations to make decisions and enter into agreements as required by this Agreement.

Any reference to an **Indoor Worker** in this Agreement refers to employees who are covered by the Queensland Local Government Industry (Stream A) Award – State 2017.

Any reference to an **Outdoor Worker** in this Agreement refers to employees who are covered by the Queensland Local Government Industry (Stream B) Award – State 2017 and Queensland Local Government Industry (Stream C) Award – State 2017.

3. Parent Awards

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Parent Awards listed below.

Where there is any inconsistency between the terms of this Agreement and the terms of the Parent Awards, the terms of this Agreement shall prevail to the extent of the inconsistency.

The Parent Awards include:

1. Queensland Local Government Industry (Stream A) Award – State 2017 (2017 Award Stream A) (Stream A Award)
2. Queensland Local Government Industry (Stream B) Award – State 2017 (2017 Award Stream B) (Stream B Award)
3. Queensland Local Government Industry (Stream C) Award – State 2017 (2017 Award Stream C) (Stream C Award)

(collectively the 2017 Awards)

4. Training Wage Award State 2012.

4. Parties Bound

The parties to this Agreement are TRC, its employees and the following Unions:

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



5. No Extra Claims

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

6. Date and Period of Operation

This Agreement shall operate, in accordance with its terms, for three years from the date of certification. Discussions are to commence on a new agreement at least six months prior to the expiry date.

7. Purpose of the Agreement

This Agreement sets out the framework for simultaneously achieving ongoing productivity and efficiency improvements in TRC and improved working conditions for TRC employees.

The shared aims are to provide benefits to:

- TRC, by producing a more competitive, flexible, responsible organisation through modernisation of existing work practices and arrangements with the major intent of continuously improving work processes and improving productivity
- Employees, through improved salaries and conditions
- The community, through a greater client focus on service delivery, increased value for money and a more efficient and effective workplace.

8. Consultative Committee


The implementation of this Agreement is the responsibility of the Executive Leadership and Leadership teams.

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. A Consultative Committee shall be established and shall be responsible for the role of coordinating the reforms set out in this Agreement and ensuring effective communication between the parties to this Agreement.

The Consultative Committee will comprise of no more than three representatives of TRC management/executive, and no more than three officials/delegates from each Union listed as parties to this Agreement.

The Consultative Committee shall meet at least every six months or as requested by any party for the purpose of monitoring the implementation of the reforms set out in this Agreement.

The Consultative Committee will be encouraged to identify areas where better work practices could be implemented to improve efficiencies, reduce costs and lead to greater job satisfaction.



The Consultative Committee shall meet to receive and review information about TRC and its workforce, and to consider relevant industrial and employment matters that may impact the workforce, including but not limited to:

- Notification and clarification of human resource and other employment policies, procedures and guidelines which impact TRC employment or result in significant workplace change
- Any workplace issues that have the potential to significantly impact employees
- Monitor and review implementation of this Agreement
- Undertake specific responsibilities and activities in accordance with this Agreement.

The Consultative Committee meetings will be required to have a quorum that includes a minimum of two TRC management/executive representatives, and a minimum of one representative from each Union to proceed (unless otherwise mutually agreed by all parties).

9. Dispute Resolution

The parties will adopt and follow the dispute resolution process contained in the 2017 Awards as set out in Schedule A to this Agreement.

10. Consultation

The parties are committed to a consultation process that fosters a positive organisational culture.

TRC will consult with employees as required by s198 (a) of the *Industrial Relations Act 2016* (IR Act). The consultation process to be followed is in accordance with the consultation provisions and process in the 2017 Awards as set out in Schedule B to this Agreement. Where required under s198 (a) of the IR Act, TRC will consult before a decision is made.

11. Security of Employment

The parties recognise that TRC wishes to preserve as many positions that currently exist within TRC as possible. TRC will take steps to ensure that it has the benefit of a stable and committed workforce.

Such steps shall include measures to increase the security of employees' employment, however, the parties recognise that TRC may require the use of contractors to carry out work in the following circumstances:

- Where the work volume is beyond the capacity of TRC resources or existing staff.
- Where the type of work or specialisation required is beyond the capacity of TRC resources or existing staff.
- Where, on a 'like for like' basis, it is more cost effective to deliver equivalent quantity and quality services. TRC will provide the Consultative Committee with details of this usage and the basis on which the decision to contract is made. Management will give due consideration to any recommendations that are made by the Committee.
- Subject to these provisions, contractors and/or their employees will not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed.

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



12. Surplus Employees

12.1 Application

This clause does not apply to employees with less than one year of service with TRC and those employees exempt from entitlement to redundancy pay under the IR Act.

12.2 Consultation

In the event of a proposed redundancy, TRC will comply with its consultation obligations under the IR Act and the 2017 Awards.

12.3 Redeployment

Where following the consultation process, TRC has decided that redundancies are still required, TRC shall consider available redeployment options, if any, for each employee whose position has become, or will become, redundant.

If a redeployment option is identified, TRC will offer redeployment to relevant employee/s.

A redeployment opportunity will be considered suitable where it is reasonably expected that an employee can be retrained within a 12-month period to obtain the necessary skills, experience and qualifications required of the position identified for redeployment.

12.4 Job Search Leave

An employee given notice of termination in circumstances of redundancy will be granted one day time off without loss of pay during each week of notice for the purpose of seeking other employment.

The taking of job search leave shall be subject to the production of evidence satisfactory to the CEO or the completion of a statutory declaration, if requested.

12.5 Salary Maintenance


Where an employee agrees to accept suitable alternative employment at a classification with a lower rate of pay, that employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of redeployment, until whichever of the following, first occurs:

1. The employee is appointed to a position where the wage/salary is equal to, or more than, the wage/salary of the former position.
2. The end of six months after the employee's redeployment to the alternative position.

12.6 Voluntary Redundancy

Where redeployment is not available or not accepted, TRC will initially seek expressions of interest from employees of the relevant classification in the affected area, in accepting a voluntary redundancy where appropriate.

TRC will consider expressions of interest, based on the business needs of TRC, and determine if the voluntary redundancy can be offered to those employees expressing interest.



Should there be insufficient expressions of interest and/or TRC determines that voluntary redundancy cannot be offered to those employees who expressed an interest, TRC will then consider whether involuntary redundancies need to be implemented.

12.7 Redundancy

If redeployment is not successful, or if there are no suitable alternative positions available within a reasonable timeframe, an employee can be made involuntarily redundant.

In the event of an employee being made redundant, eligible employees will receive a payment of two weeks' pay per year of service (with a minimum of four weeks and not exceeding 52 weeks) and a proportionate amount for an incomplete year of service.

13. Types of Employment

An employee may be engaged on a permanent full-time, permanent part-time, casual or maximum-term basis as outlined within the Parent Awards.

13.1 Full-time

Full-time is 36.25 hours/week for those employed under the 2017 Award Stream A, and the Training Wage Award State 2012.

Full-time is 38 hours/week for those employed under the 2017 Award Stream A to whom clause 15.1 (e) is applicable.

Full-time is 38 hours/week for those employed under the 2017 Award Stream B and 2017 Award Stream C.

13.2 Part-time

Where the employee agrees, TRC may increase a part-time employee's ordinary hours in any period to work up to full-time equivalent hours, considering operational demands and requirements, without incurring any penalty rates as prescribed by the relevant Award for the additional hours worked.


13.3 Job Share

Any full-time position may be filled by two part-time employees on a job share basis where job sharing is convenient to the requirements of TRC, the position is suitable for job sharing and there is a written agreement between the employees and TRC.

13.4 Maximum-term

The parties recognise that TRC may at various times be required to employ staff on a maximum-term basis as outlined within the relevant Award.

A maximum-term employee who has worked a period of two years in a single position may request to have their employment converted to permanent employment if it could be reasonably expected that their employment is to continue and provided that the fixed-term appointment was not for a specific project or relieving staff on leave for a specific period of time where there is a defined end date.



TRC shall give prompt consideration to this request in accordance with its procedures for the establishment of ongoing positions within its organisational structure.

Unless otherwise agreed maximum-term employee conversion to either permanent full-time or part-time will be based on the hours worked over the preceding six-month period, or as mutually agreed in writing, taking into consideration business needs and workforce composition.

13.5 Casual

For the purpose of this Agreement a casual employee is as defined by the relevant Award and is employed on an hourly basis.

14. Casual Conversion

A casual employee shall, at the completion of six months' service, have a right to request to have their employment converted to full-time or part-time employment if it could be reasonably expected that their employment is to continue.

TRC shall give prompt consideration to this request in accordance with its procedures for the establishment of ongoing positions within its organisational structure.

A casual employee who is converted to full-time or part-time employment shall be employed as either a part-time or full-time employee according to the pattern of ordinary hours worked in the preceding six months period or as otherwise mutually agreed in writing.

15. Ordinary Days and Span of Hours


Except as otherwise provided, ordinary working days/hours are in accordance with the relevant Award.

Days on which ordinary hours for employees in the following roles or work areas can be worked are Monday to Sunday:

- Local Laws
- Libraries
- Water and Wastewater
- Visitor Information Centres
- Employees supporting civic/organisational events
- Waste collection and disposal
- Tourism, Culture and Events.

Further, the span of ordinary hours of work on a day on which ordinary hours can be worked will be between 6am and 6pm, except for employees engaged in the following roles/work areas:

- Libraries – 7am to 8pm Monday to Friday, and 8am to 1pm Saturday
- Local Law enforcement – 6am to 8pm Monday to Sunday
- Water and Wastewater – 6am to 6pm Monday to Sunday
- Waste collection and disposal – 5am to 9pm Monday to Sunday
- Visitor Information Centres – 8am to 7pm Monday to Sunday

- 
- Employees supporting civic/organisational events – 6am to 6pm Monday to Sunday
 - Tourism, Culture and Events – 6am to 6pm Monday to Sunday.

Employees who are engaged in certain positions who are required to work unusual hours to meet operational requirements will be entitled to the below payments:

- Ordinary hours worked before/after 6am/6pm Monday to Friday – time and one half for the purposes of this clause, employees who work in Waste collection and disposal services the ordinary hours are 5am to 5pm Monday to Friday.
- Ordinary hours worked on Saturday – time and one half for the first three hours, double time thereafter.
- Ordinary hours worked on Sunday – double time.

16. Major Project Agreements (MPA)

Major projects are important and significant planned pieces of work or activities carried out over a period to achieve a particular purpose. They would not include day to day operational projects and would normally include a requirement for a change in work patterns.

For major projects the ordinary hours of work and span of hours shall be by mutual written agreement between TRC and the employee/s considering the needs of the project and to give flexibility for the workforce.

The following process will be followed:

- The CEO, and or relevant Manager, will confer with relevant employees to identify those employees who are prepared to consider changing their ordinary hours of work and span of hours
- Directly affected employees, relevant employee organisations (if applicable) and the CEO, and or relevant Manager, will consult and agree on arrangements to be implemented
- The arrangements need to meet operational requirements of TRC
- Agreement needs to be obtained from more than 75% of affected employees
- All parties agree to genuinely consider any reasonable agreement proposed.

Where established, MPAs will be read in conjunction with the relevant Awards and this Agreement.

The terms of the MPA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement, and be signed by the CEO and relevant employees. It must not, on balance, result in an overall reduction in the entitlements or protections the relevant employees have under this Agreement.

In the event an affected employee has personal circumstances that objectively and reasonably prevent them from participating in the varied work arrangements prescribed in the MPA, the CEO will reasonably consider alternative arrangements for the employee and not unreasonably refuse a request. If agreement cannot be reached the employee can implement the dispute resolution process as prescribed in clause 9.



17. Individual Flexibility Agreements (IFA)

To meet the needs of an individual employee, the CEO and an employee may enter into an IFA to vary the terms of this Agreement.

The following process will be followed:

- The employee, the employee's employee organisation (if requested by the employee) and the CEO will consult and agree on arrangements to be implemented
- The arrangements need to meet the operational requirements of TRC
- Both parties agree to genuinely consider any reasonable agreement proposed.

The terms of an IFA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement, and signed by the CEO and the employee. It must not, on balance, result in an overall reduction in the entitlements or protections the employee has under this Agreement and are only about matters required or permitted to be in this Agreement.

18. Flexible Working Arrangements

TRC recognises an employee's right to request a flexible working arrangement in accordance with Chapter 2, Division 4 of the IR Act as amended from time to time.

19. Local Area Work Agreements (LAWA)

The parties recognise the value and benefit in providing for a process that enables TRC, workgroups or individuals to develop and implement flexible working arrangements suited to the needs of the workgroup and requisite work to be performed.

Where TRC, relevant workgroups and individuals agree there is a need for flexible work agreements the following process will be followed:

- Directly affected employees, relevant employee organisations (if applicable) and the CEO will consult and agree on arrangements to be implemented
- The arrangements need to meet the operational requirements of TRC
- Agreement needs to be obtained from more than 75% of affected employees
- The parties agree to genuinely consider any reasonable agreement proposed.

Where established, LAWAs will be read in conjunction with the relevant Awards and this Agreement.

The terms of an LAWA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement, and signed by the CEO and relevant employees. It must not, on balance, result in an overall reduction in the entitlements or protections the relevant employees have under this Agreement.

In the event an affected employee has personal circumstances that objectively and reasonably prevent them from participating in the varied work arrangements prescribed in the LAWA, the CEO will reasonably consider alternative arrangements for the employee and not unreasonably refuse a request. If agreement cannot be reached the employee can implement the dispute resolution process as prescribed in clause 9.



20. Rosters and Changes to Rosters

A roster for full-time and part-time employees showing normal starting and finishing times will be prepared by the relevant supervisor and made available to employees.

A roster can be altered by mutual consent at any time and may be altered by TRC on 14 days' notice. Where practicable, two weeks' notice of rostered day(s) off should be given, provided that the days off may be changed by mutual consent or through illness or other cause over which TRC has no control.

21. Rostered Days Off (RDO)

All employees may bank up to four RDOs. Banked RDOs may be taken at any time subject to agreement between the employee and supervisor.

21.1 Outdoor Workers

Employees associated with the outside operations of TRC will work a nine-day fortnight. This work cycle will provide a RDO each fortnight.

Upon the request of an employee or management representative, a RDO can be reallocated to a different day with the agreement of a majority of employees within a work group. This decision would then apply to all employees within the work group.

This clause shall not preclude the parties agreeing to a different work cycle depending on operational circumstances and in line with the flexibility arrangements.

21.2 Indoor Workers

Employees associated with the inside operations of TRC will work a nineteen-day month. This work cycle will provide one rostered day off each four weeks of work.

RDOs will not accrue when an employee is on three months leave or more (this includes long service leave, annual leave, personal leave and leave without pay).

This clause shall not preclude the parties agreeing to a different work cycle depending on operational circumstances and in line with flexibility arrangements.

22. Overtime

Overtime can only be worked with the prior approval of management. Except as otherwise provided, overtime provisions are in accordance with the relevant Award.

23. Time off in Lieu (TOIL)

TOIL can only be worked with the prior approval of management. Where an employee elects to take time off in lieu of overtime, and the employer agrees, they shall be allowed time off duty equal to the number of hours worked. This applies to all employees including employees classified at a level corresponding to pay point Level 6 of the 2017 Award Stream A or higher.

Time off shall be on a one for one basis, paid at the ordinary time rate of pay, and may be taken at any time subject to operational requirements and prior approval being obtained.

TRC shall not unreasonably refuse an employee's request to take TOIL.

Employees can bank a maximum of four days TOIL.

Where TOIL has not been taken within three months since the overtime was worked, the employer may direct the employee to take the TOIL by giving no less than 10 days' notice. Where the time off in lieu has not been taken, or directed to be taken, within three months since the overtime was worked the employee is entitled to be paid the equivalent of the time worked at the relevant overtime rates.

24. Annual Close Down

TRC operations shall be closed between Christmas and New Year. The CEO in consultation with relevant Managers shall determine and appoint the minimum number of operational employees to be maintained on duty for the duration of the shutdown.

Employees will initially self-roster for the close down period. If agreement cannot be arrived at by affected employees, management will appoint them as necessary. Final approval of the roster is with management to ensure that the necessary skilled employees are available during the close down period to meet operational requirements.

Employees will be required to take leave over this period, using banked RDO/TOIL first. If there are no entitlements available, leave without pay will be available on approval from the CEO.

Where there is agreement between the CEO and the majority of employees concerned, TRC may close down its operations or a section/s or sections thereof on one additional occasion in any 12-month period for the purpose of allowing additional annual leave for a period agreed with its employees.

The CEO will provide impacted employees with 90 days' notice of any close down period.

25. Salary Increase

Employees will receive the following salary increases:

	Year 1 1 July 2022	Year 2 1 July 2023	Year 3 1 July 2024
Indoor workers	5%	4.25%	3.50%
Outdoor workers	5%	4.25%	3.50%

These salary increases are inclusive of any safety net increase / State wage increase handed down by the Queensland Industrial Relations Commission.



26. Equal Remuneration

TRC is committed to providing equal remuneration to employees. This will be achieved through TRC's position classification process. Position descriptions shall be used as the primary source of classifying positions. TRC will continue to provide to each employee a position description which clearly and accurately identifies the requirements of their role including the skills, knowledge, experience and qualifications required.

TRC will maintain a robust and objective job reclassification and evaluation system and process that is not subject to managerial influence or unfair or inequitable practices. TRC's classification process will be the assessment of the value of the role against the classification structure, not the incumbent.

Personal merit or performance and the volume of work will not contribute to the classification level of a job. To maintain impartiality all job classifications shall be conducted by at least two independent TRC officers, trained in the evaluation process. Outcomes will be moderated by an experienced moderator to ensure correct application of the methodology and ensure organisational consistency.

To assist with addressing any pay gaps and attempt to encourage applications from females for male dominated industries, TRC will ensure that all job advertisements include information regarding flexible working arrangements / RDOs and our commitment to equal employment opportunity.

27. Stream A Supervisors working 38 hours per week

A Supervisor who is covered by the Stream A Award clause 15.1 (e) who is required to work 38 hours per week to supervise employees covered by the Stream B and Stream C Awards, shall be paid at the ordinary rate of pay for the full 38 hours worked.

28. Salary Schedule

Employees will be remunerated in accordance with Schedule C of this Agreement. Movement to the next highest salary point within a level will be by annual increment subject to the employee's concerned having given satisfactory service for the prior 12 months.

29. Salary Packaging/Salary Sacrifice

All employees covered by this Agreement shall be entitled to salary sacrifice subject to these arrangements complying with taxation and superannuation legislation.

The costs of any outgoings that might be incurred by TRC in a salary sacrifice arrangement shall be borne by the employee.

An employee may sacrifice any amount of their salary subject to providing an undertaking to TRC that they have been advised to seek advice from an appropriately qualified financial advisor.

TRC will not provide salary packaging advice to employees.



30. Allowances

All applicable allowances will be paid as per the relevant Award except for:

30.1 Uniform Allowance

Uniforms, personal protective clothing and/or a uniform allowance will be provided in accordance with TRC's Staff Uniform and Presentation Policy.

30.2 Camp Allowance

Where for the performance of work it is necessary for an employee to live in a camp provided by TRC, either because there are no reasonable transport facilities to enable an employee to travel to and from home each day or because an employee is directed to live in such a camp, the employee shall be paid on a tiered approach whilst staying in camp:

- Where accommodation and meals are supplied – \$40 per day
- Where accommodation only is supplied – \$60 per day
- Where no accommodation and no meals are supplied (swag/rough camp) – \$100 per day.

30.3 On-Call Allowance

On-call rosters will be provided to employees at least one month in advance.

An employee who is on-call shall be paid an allowance of \$294 per week (\$42 per day – Monday to Sunday including public holidays).

An employee directed to remain on-call must be able to be contacted and to respond within a reasonable timeframe.

30.3.1 Call-Out

An employee who is on-call and being paid the on-call allowance shall be entitled to a minimum payment equivalent to four hours at prescribed overtime hours for the first call-out. The minimum payment shall only apply to the first call-out. Any subsequent call out/s within the four hours will not attract an additional payment. Any subsequent call-outs will be paid for at time worked.

If an employee does not leave home to attend to the situation (e.g. handled by phone or remote device), they will be paid a minimum payment of one hour for the time worked at ordinary time. Any subsequent call-outs handled remotely within the one hour will not attract an additional payment. Any subsequent call-outs handled remotely will be paid for at time worked.

30.4 Meal Allowance

For the purposes of this Agreement, the overtime meal allowance is \$25.

30.5 Safety Representative Allowance

Safety Representative Allowance will be paid to the appointed Safety Representatives at \$20 per week whilst carrying out this role.



30.6 Locality Allowance

Locality allowance will be paid to all employees from 1 July 2022 in accordance with the Stream A Award entitlements for the term of this Agreement.

30.7 Live Sewer Allowance

Employees under Stream B and Stream C Awards who are operationally required to undertake live sewer work, which involves personal contact with live or raw sewerage shall be paid at the rate of time and one half for such work, with a minimum payment as for four hours work. For the purpose of this clause live sewer work shall mean work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing, excluding where aerial connection with a sewer is blocked by a disc plug, valve, water seal or other means.

This allowance is payable irrespective of whether an employee is receiving the construction, reconstruction, alteration, repair and or maintenance work allowance.

30.8 Higher Duties

Employees who are being paid higher duties will be paid on the higher rate for any paid leave or public holidays where the higher duties period exceeds two consecutive weeks.

30.9 Trades Allowance

Trades allowance of \$1.50 per hour will be paid to all qualified trades employees who are working as such. The total number of hours for which this allowance is paid cannot exceed the total number of ordinary hours.

30.10 Construction Allowance

Employees under Stream B and Stream C Awards who are entitled to be paid the allowance for construction, reconstruction, alteration, repair and or maintenance work, shall be paid at the rate of \$36.85 per week.


30.11 Dead Animal Allowance

- An employee engaged in removing large animals (e.g. horses, cattle or equivalent sized animal) shall be paid an additional \$5 per day whilst so engaged.
- An employee removing small dead animals (e.g. wallaby, possum or equivalent sized animal) shall be paid an additional \$2.50 per day whilst so engaged.

This payment shall not apply to any employee removing dead vermin arising in the course of their ordinary employment.

31. Fatigue Leave/Rest Period after overtime (10-hour break)

Employees must have permission from their supervisor to 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 advise their supervisor that they are in breach of the 10-hour break rule. The supervisor, in consultation



with the employee, shall determine if it is safe and if there is a pressing operational need for the employee to remain at work or if the employee should be sent home until the 10-hour break period has been met – without loss of pay for ordinary working time occurring during such absence. If the employee is sent home, payment of overtime for the 10-hour rule break shall not apply.

32. Employee Development

The parties recognise that to increase the efficiency and productivity of TRC, a significant commitment to structured training and skill development is required.

TRC is committed to training staff and developing a more highly skilled and flexible workforce. Training and skill development, where possible, is to be carried out in normal working hours, and where possible travel will be undertaken during normal business hours.

It is acknowledged that training is of mutual benefit for both TRC and the employee. Any training provided outside of working hours shall be accrued or paid at applicable rates, or where mutually agreed, accrue TOIL.

TRC agrees to pay and recognise all reasonable costs and time off incurred when employees are required to attend courses, lectures and other agreed activities which:

- Satisfy organisational development needs.
- Are directly related to employee work areas.
- Provide skills appropriate to employee's career paths.
- Are required to provide professional/trade credentials, and which shall be reimbursed by TRC provided that this does not contravene any existing Award provision which provides for a higher or better entitlement.

Any training outside normal working hours shall have regard to employee's family responsibilities.

33. Compulsory Ticket/Licence Renewal

Compulsory occupational ticket/licence renewal costs will be met by TRC on a reimbursement basis where the ticket/licence is confirmed as a mandatory requirement in order to complete the requirements of the role (excluding driver's licence).

34. Travel and Accommodation

An employee required to travel as part of the employee's duties at hours outside the prescribed ordinary hours of work shall be paid for traveling time at ordinary rates, provided that such payment shall not exceed the ordinary hours on any day.

If an employee attends a conference/seminar which is approved by TRC, but not essential to the employee's role as determined by TRC at the time of the request, and travel to the conference/seminar requires the employee to travel outside of normal working hours, such travel is to be undertaken on the employee's own time. No labour cost will be incurred by TRC by the traveling outside of normal working hours.

TRC will be responsible for all reasonable costs associated with accommodation/transport/meals etc. of the employee attending the conference/seminar.



35. Vacancies

For:

- 2017 Award Stream A employees – Levels 3 and below
- 2017 Award Stream B employees – Levels 3 and below
- 2017 Award Stream C employees – Building Worker Level 1 (d) and below

Where a vacancy presents the opportunity for a permanent part-time employee to expand their hours up to and including full-time hours, the employee will be given consideration to maximise their hours prior to TRC filling the vacancy. The vacancy must be for the same Position Description or a position at the same classification level with relative duties, skills and responsibilities (e.g. Administration Officer) that any permanent part-time employees are engaged under. All part-time employees must be provided with equal opportunity to increase their hours where there may be more than one employee available.

Vacant positions will be advertised internally in the first instance, where TRC believes that a suitable applicant exists within the organisation's workforce. A suitable applicant is someone who have relevant experience and holds the necessary skills and qualifications.

Concurrent internal and external advertising will be used in circumstances where there are no suitably skilled or qualified employees within TRC, or where internal advertising is not expected to provide a sufficient applicant pool. Internal applicants will only be appointed in situations where they are considered a suitable and competent candidate for the role.

All other positions will be advertised both internally and externally simultaneously. Internal applicants who are suitably qualified and have the experience required will be given preference over external applicants.

36. Leave

36.1 Annual Leave

All employees shall be entitled to five weeks annual leave per year with leave loading in accordance with the applicable Award, and on a pro-rata basis for part-time employees based on their actual hours worked.

An employee shall be permitted to apply for leave one day at a time.

Employees may request to cash out their annual leave in accordance with the provisions of the IR Act as amended/varied from time to time but must maintain a balance of four weeks.


An employee may only request to cash out annual leave instead of taking the leave on two occasions per calendar year.

An employee cannot accrue any more than 10 weeks annual leave.

36.2 Long Service Leave

An employee may be paid for all or part of their entitlement to long service leave instead of taking the leave on entering into a written agreement with the CEO to do so, with such payment to be made in the next fortnightly pay of the employee.

An employee may only request payment of all or part of their entitlement to long service leave instead of taking the leave on two occasions per calendar year.



An employee shall have access to pro-rata long service leave after seven years continuous service.

36.3 Personal Leave (Carers and Sick Leave)

From certification of this Agreement, personal leave rules apply equally to all employees:

- 15 days personal leave will be available per annum for each year of service.
- For accrual calculation purposes one day is defined as those hours rostered under the relevant Award (7.6 hours as applicable for supervisors on the 2017 Award Stream A).
- Employees can utilise personal leave accruals in increments of hours rather than full days, where required.
- There will be no limit to accumulated personal leave applied and no maximum personal leave claimable in any one year.

If an employee is absent for more than two consecutive days, they are required to provide the CEO with sufficient evidence to satisfy a reasonable person, stating the approximate period they will be absent.

Where the CEO determines, on reasonable grounds, that there is a pattern of absenteeism which is unable to be appropriately explained by an employee, the employee will be required to produce sufficient evidence to satisfy a reasonable person for any personal leave takings for a period of six months. Should sufficient evidence not be provided other leave (annual, RDO, TOIL) will need to be taken for the period of leave.

36.4 Cultural and Ceremonial Leave

Recognising that cultural diversity enhances the workplace and aids equal opportunity and anti-discrimination goals of TRC, the parties agree that:

- An employee who identifies as coming from such a background shall be given reasonable opportunity to practice the spiritual and cultural requirements of their culture.
- Where an employee chooses to practice spiritual or cultural beliefs which take them away from worksite or workplace, the employee will be required to apply for annual leave, RDO, TOIL or leave without pay for these purposes.


36.5 Bereavement and Compassionate Leave

36.5.1 Bereavement Leave

Employees may be granted up to a maximum of five days off work upon the death of an immediate family member (as defined by the IR Act). These five days shall be comprised of three days bereavement leave, and two days compassionate leave on each occasion where:

- A member of the employee's immediate family or household dies.
- The employee, or the employee's spouse, is pregnant and the pregnancy ends other than by the birth of a living child.

The combination of leave does not need to be taken in a consecutive period. The CEO will not unreasonably refuse an employee's request to access additional leave entitlements in the event of a death of an immediate family member.



Employees may be granted up to two days leave from sick leave entitlements on each occasion where the deceased person is a relative but falls outside the definition of an immediate family member (as defined by the IR Act).

The taking of bereavement leave shall be subject to the production of evidence of death satisfactory to the CEO or the completion of a statutory declaration, if requested.

Access to bereavement leave in other circumstances may be available subject to the agreement of the CEO.

36.5.2 Compassionate Leave

Employees are entitled to two days compassionate leave on full pay on each occasion where a member of the employee's immediate family or household:

- Contracts or develops a personal illness that poses a serious threat to the person's life
- Sustains a personal injury that poses a serious threat to the person's life.

The taking of compassionate leave shall be subject to the production of evidence satisfactory to the CEO or the completion of a statutory declaration, if requested.

Access to compassionate leave in other circumstances may be available subject to the agreement of the CEO.

36.6 Domestic and Family Violence Leave

TRC recognises the impact of domestic and family violence on affected persons and acknowledges its obligations under the IR Act which currently provides that an employee, other than a casual employee, is entitled to 20 days of domestic and family violence leave on full pay in a year if the employee has experienced domestic and family violence and needs to take domestic and family violence leave as a result of the domestic violence.

Access to domestic and family violence leave shall be in accordance with TRC's Domestic and Family Violence Policy and is subject to the production of evidence satisfactory to the CEO or the completion of a statutory declaration, if requested.

36.7 State Emergency Services/Rural Fire Brigade

Where an employee is a member of the Emergency Services (including Rural Fire Brigade) and are required during working hours to attend an emergency, there will be no loss of ordinary time pay for the period agreed to by the CEO.

TRC has no responsibility for any expenses incurred during the employee's absence to conduct emergency work. The period of leave must be approved by the CEO and will be recognised for the accrual of entitlements.

On approach from State Emergency Services or Rural Fire Brigade, an employee may be granted leave for training purposes provided that operational requirements are taken into consideration.

Employees who are members of other registered volunteer groups which are providing services to the community during a declared natural disaster may also be granted access to this leave. This will only be considered based on TRC's operational needs being met and is at the discretion of the CEO.



36.8 Leave Without Pay

After 12 months satisfactory service, leave without pay may be available to all employees at the discretion of the CEO, up to a maximum of one year and such leave will not constitute a break in the continuity of service of the employee.

Leave without pay for periods greater than six months under these circumstances is on the understanding that *the position occupied by the employee may be backfilled* and that the employee on their return will be placed in a relative vacancy at their same rate of pay, and not necessarily in their previous position. For periods less than six months the employee will return to their previous position.

Long service leave, annual leave and personal (sick) leave will not accrue after three months leave without pay.

36.9 Parental Leave

After more than one year of continuous service, on the birth or adoption of a child, an employee is entitled to paid leave as prescribed below. If both parents are TRC employees this leave is only available to one parent at a time, in a single unbroken period, except that both parents may simultaneously take birth-related and paternity leave for an unbroken period of up to five ordinary working days at the time of the birth of a child, exclusive of RDOs and public holidays.

36.9.1 Birth-related Leave

A full-time employee who gives birth to a child is entitled to paid birth-related leave at full pay, as follows:

- After a period of 104 weeks continuous service – 10 weeks
- After a period of more than 52 weeks continuous service but less than 104 weeks – five weeks.

Pro rata payments will be made for part-time employees.

Payment will commence upon the birth of the child and no lump sum payments shall be made.

An employee must provide written notice to the CEO in advance of the expected date of commencement of birth-related leave. The notice requirements are:

- At least 10 weeks prior to the expected date of leave – notice of intention to take birth-related leave. This must be accompanied by sufficient evidence to satisfy a reasonable person stating that the employee (or spouse) is pregnant and identify the expected leave commencement date.
- At least four weeks prior to commencing leave, a leave form must be submitted identifying the period of leave to be taken.
- An employee will not be in breach of the above notice requirements if failure to give the stipulated notice is due to leave being required to commence earlier than the presumed date.

An employee must provide sufficient evidence to satisfy a reasonable person stating any period of paternity leave sought, or taken, by the employee's spouse.

For the period of birth-related leave the employee will not engage in any conduct inconsistent with their conditions of employment or undertake any other form of paid employment without written consent of the CEO.

If an employee is engaged on a maximum-term basis and their employment is due to end during their period of birth-related leave, the employee will be entitled to such leave, up to the end of their maximum-term engagement.



36.9.2 Paternity/Partner Leave

A full-time employee whose partner has given birth to a child will be entitled to five consecutive days paid paternity/partner leave from the time of the birth, inclusive of RDOs.

Pro rata payments will be made for part-time employees.

An employee will provide to the CEO at least six weeks prior to the proposed period of paternity/partner leave:

- Sufficient evidence to satisfy a reasonable person which names their partner, states that they are pregnant and the expected date of confinement.
- Written notification of the dates on which they propose to start and finish the period of paternity/partner leave.

36.9.3 Adoption Leave

A full-time employee is entitled to paid adoption leave as set out below subject to supporting evidence being provided at least six weeks prior to the date of adoption, inclusive of RDOs.

- A primary caregiver is entitled to four weeks paid adoption leave provided a statutory declaration identifying the employee as the primary caregiver is supplied.
- An adopting parent, other than the primary caregiver, is entitled to five days paid leave.

Pro rata payments will be made for part-time employees.

36.10 Jury Service Leave

Leave without pay shall be granted to employees required to attend for jury duty. Where the jury fee is less than the normal salary of the employee, TRC shall make up the difference.

36.11 Natural Disaster Leave

Employees unable to attend work as a result of a declared natural disaster may be granted up to a maximum of three days off work per declared natural disaster. These three days shall be granted by the employee satisfying the CEO that they were unable to attend work for the relevant period.

Access to natural disaster leave in other circumstances may be available at the discretion of the CEO.

36.12 Trade Union Training Leave

Paid leave of absence of up to five days per calendar year may be granted to employees who are official Union Delegates to attend trade union training, Australian Council of Trade Unions or specific union courses provided that the operations of TRC will not be unduly disrupted.



37. Abandonment of Employment

An employee who has been absent for seven or more working days without the required consent and does not establish, to the satisfaction of the CEO, a reasonable cause for the absence shall be deemed to have abandoned their employment.

Before an employee's employment is terminated for abandonment, relevant representatives of TRC shall make a reasonable effort to contact the employee.

Termination of employment for abandonment shall be effective from the date of the employee's last attendance at work or the employee's last day's absence with consent.

38. Union Representatives

Official Union Delegates/Representatives have a role to play within a workplace and shall be afforded the following rights:

- The right to be treated fairly and to perform their role as Union Delegate/Representative without any discrimination in their employment.
- The right to formal recognition by the CEO that endorsed Union Delegates/Representatives speak on behalf of Union members in the workplace.
- The right to paid time to represent the interests of members to the employer and industrial tribunals in accordance with the dispute resolution clause of this Agreement.

The CEO will not unnecessarily hinder accredited Union Delegates/Representatives in the reasonable and responsible performance of their duties.

39. Equity and Diversity

TRC recognises its responsibilities under relevant legislation to ensure equity and fairness in the workplace. The parties to this Agreement are committed to workplace justice and will work together to ensure fair treatment for all employees.

It is TRC's aim to ensure fairness for all employees in the working environment and to ensure that its recruitment and working arrangements are aligned with equity and diversity principles.

40. Employee Health and Wellbeing

TRC values the health and wellbeing of all employees. By maintaining an Employee Health and Wellbeing Policy, TRC aims to enhance its workplace wellness by:

- Establishing workplace practices and supporting wellbeing through the Work Health and Safety Committee
- Creating and supporting a workplace wellness program
- Consulting with employees to ensure workplace wellness strategies meet the needs of the workforce
- Supporting employee participation in wellness activities
- Supporting employees to adopt and maintain healthy behaviours and reduce unhealthy behaviours.

TRC is also committed to supporting the health and wellbeing of all employees and their immediate family through the provision of a free and confidential Employee Assistance Service.



41. Transition to Retirement

TRC wants to work with employees to develop individual retirement plans which support a positive transition for both parties.

Subject to operational requirements, an employee and the CEO may enter into an agreement for the employee to work on a phased retirement arrangement.

Phased retirement arrangements will be agreed on an individual basis but may include reduced hours of employment and/or a reduction in duties/responsibilities, or the potential to work on special projects.

A phased retirement arrangement will involve the employee giving up their permanent role and being employed on phased retirement with agreed work hours, agreed role/level, agreed duties/responsibilities and an agreed retirement date. The CEO and employee will identify agreed arrangements with respect to all accrued annual and long service leave.

The CEO will provide employees who enter into a phased retirement agreement with an agreed retirement date of less than six months with financial assistance to obtain financial advice from an approved financial adviser up to \$750.

The CEO may consider using annual leave and long service leave entitlements in a manner which would not otherwise be available. For example, this could include taking leave at the rate of one or two days per week over an extended period. Approval is at the sole discretion of the CEO. Half pay leave arrangements will not be applied in such circumstances.

42. Superannuation

TRC will pay employees' superannuation in accordance with the applicable State and Federal legislation as amended/varied from time to time.

If an employee does not nominate a preferred superannuation fund, Brighter Super will be the default fund.

43. Reclassification

Where an employee makes an application for review of the Award classification of their role the position will be reviewed in accordance with the relevant Award provisions.

An application for reclassification must be made in writing and submitted to the People & Culture team. The CEO will determine the application within three months of receipt.

If the review results in an employee's role being reclassified the CEO will pay the employee at the new classification rate from the date the application was lodged by the employee.

44. Signatories

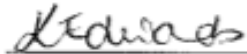
Signed for and on behalf of Tablelands Regional Council:



Gary Rinehart
Chief Executive Officer

Date: 19/04/2023

In the presence of:



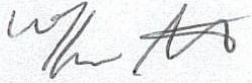
Signature

KELLY EDWARDS

Print Name

Date: 19/4/2023

Signed for and on behalf of The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland:



Signature

Kane Lowth

Print Name

Assistant State Secretary

Position

Date: 17 / 04 / 2023

In the presence of:



Signature

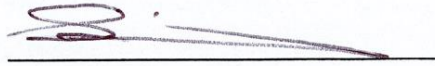
Emma Eaves

Print Name

Date: 17 / 04 / 2023

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

13 | 333 Adelaide Street, BRISBANE QLD 4000



Signature

Stacey Schinnerl

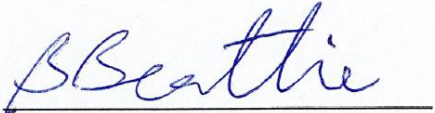
Print Name

Queensland Secretary

Position

Date: 17/4 /2023

In the presence of:



Signature

Breanna Beattie

Print Name

Date: 17/4 /2023

Signed for and on behalf of Plumbers & Gasfitters Employees' Union Queensland, Union of Employees:

G O'Halloran
Signature

GARY O'HALLORAN
Print Name

State Secretary
Position

Date: 26/04/2023


In the presence of:

S. Charrington
Signature

SHARI CHARRINGTON
Print Name

Date: 26/04/2023

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



Signature

NEIL HENDERSON

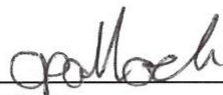
Print Name

SECRETARY

Position

Date: 19/4/2023

In the presence of:



Signature

Cary Pollock

Print Name

Admin + Finance Coordinator

Position

Date: 19/04/2023




Schedule A – Dispute Resolution

1. Prevention and settlement of disputes – Award or Agreement matters

- a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement or the 2017 Awards 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 the 2017 Awards, 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 24 hours and the procedure should not extend beyond seven days.
 - ii. if the matter is not resolved as per clause (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 days.
 - iii. if the matter remains unresolved it may be referred to the CEO for discussion and appropriate action. This process should not exceed 14 days.
 - iv. if the matter is not resolved then it may be referred by either party to the Commission.
- d) Nothing contained in this procedure shall prevent Unions or TRC from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

2. Prevention and settlement of employee grievances and disputes – other than Award or Agreement matters

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, cooperation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the IR Act:
 - Stage 1: In the first instance the employee shall inform such employee's immediate Supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult their employee's Union representative at this stage.
 - Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management (the Manager). The Manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by their employee's Union representative during this stage.



Stage 3: If the grievance is still unresolved, the Manager will advise the CEO and the aggrieved employee may submit the matter in writing to TRC if they want to pursue the matter further. If desired by either party the matter may also be notified to the relevant Union.

(c) TRC shall ensure that:

- i. the aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance
- ii. the grievance is investigated in a thorough, fair and impartial manner.

(d) TRC may appoint another person to investigate the grievance or dispute. TRC may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's Supervisor or Manager.

(e) If the matter is notified to the Union, the investigator shall also consult with the Union during the course of the investigation. TRC shall advise the employee initiating the grievance, the employee's Union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

(f) The procedure is to be completed in accordance with the following timeframes unless the parties agree otherwise:

Stage 1: Discussions should take place between the employee and their Supervisor within 24 hours and the procedure shall not extend beyond seven days.

Stage 2: Not to exceed seven days.

Stage 3: Not to exceed 14 days.

(g) If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the Union.

(h) Subject to legislation, while the grievance 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 grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

(i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.



Schedule B – Consultation

1. Consultation – Introduction of changes – TRC's duty to notify

- (a) In accordance with s198(a) of the IR Act, prior to making a decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union/s.
- (b) '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.
- (c) Where the Award or Agreement makes provision for alteration of any of the matters referred to in clauses 1 (a) and 1 (b) an alteration shall be deemed not to have significant effect.

2. TRC's duty to consult over change

- (a) In accordance with s 198(a) of the IR Act prior to making a decision TRC 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, TRC intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment)t.
- (b) In accordance with s 198(a) of the IR Act, the consultation must occur as soon as practicable prior to making the decision referred to in clause 1.
- (c) For the purpose of such consultation TRC 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.

Notwithstanding the provision of clause 2 (c) TRC shall not be required to disclose confidential information, the disclosure of which would be adverse to TRC's interests.

Schedule C – Salary Schedules

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

Level	Incr	TRC - Effective 1/7/22				TRC - Effective 1/7/23				TRC - Effective 1/7/24			
		72.5 Hour Fright		76 Hour Fright		72.5 Hour Fright		76 Hour Fright		72.5 Hour Fright		76 Hour Fright	
		Base per annum	Fortnightly	Base per annum	Fortnightly	Base per annum	Fortnightly	Base per annum	Fortnightly	Base per annum	Fortnightly	Base per annum	Fortnightly
Under 18 Years	60%	\$31,121.40	\$1,196.98	\$32,623.81	\$1,254.76	\$32,444.06	\$1,247.85	\$34,010.32	\$1,308.09	\$33,579.60	\$1,291.52	\$35,200.68	\$1,353.87
18 Years	70%	\$36,308.30	\$1,396.47	\$38,061.11	\$1,463.89	\$37,851.40	\$1,455.82	\$39,678.71	\$1,526.10	\$39,176.20	\$1,506.78	\$41,067.46	\$1,579.52
19 Years	80%	\$41,495.20	\$1,595.97	\$43,498.41	\$1,673.02	\$43,258.74	\$1,663.80	\$45,347.09	\$1,744.12	\$44,772.80	\$1,722.03	\$46,934.24	\$1,805.16
20 Years	90%	\$46,682.10	\$1,795.47	\$48,935.71	\$1,882.14	\$48,666.08	\$1,871.77	\$51,015.48	\$1,962.13	\$50,369.40	\$1,937.28	\$52,801.02	\$2,030.81
Level 1	Inc 1	\$51,869.00	\$1,994.96	\$54,373.02	\$2,091.27	\$54,073.43	\$2,079.75	\$56,683.87	\$2,180.15	\$55,966.00	\$2,152.54	\$58,667.80	\$2,256.45
	Inc 2	\$52,977.61	\$2,037.60	\$55,535.15	\$2,135.97	\$55,229.16	\$2,124.20	\$57,895.39	\$2,226.75	\$57,162.18	\$2,198.55	\$59,921.73	\$2,304.68
	Inc 3	\$54,543.47	\$2,097.83	\$57,176.60	\$2,199.10	\$56,861.56	\$2,186.98	\$59,606.60	\$2,292.56	\$58,851.72	\$2,263.53	\$61,692.83	\$2,372.80
	Inc 4	\$56,229.65	\$2,162.68	\$58,944.18	\$2,267.08	\$58,619.41	\$2,254.59	\$61,449.31	\$2,363.44	\$60,671.09	\$2,333.50	\$63,600.04	\$2,446.16
	Inc 5	\$57,962.36	\$2,229.32	\$60,760.54	\$2,336.94	\$60,425.76	\$2,324.07	\$63,342.86	\$2,436.26	\$62,540.66	\$2,405.41	\$65,559.86	\$2,521.53
	Inc 6	\$59,690.26	\$2,295.78	\$62,571.85	\$2,406.61	\$62,227.09	\$2,393.35	\$65,231.16	\$2,538.89	\$64,405.04	\$2,477.12	\$67,514.25	\$2,596.70
Level 2	Inc 1	\$61,447.03	\$2,363.35	\$64,413.44	\$2,477.44	\$64,058.53	\$2,463.79	\$67,151.01	\$2,582.73	\$66,300.58	\$2,550.02	\$69,501.30	\$2,673.13
	Inc 2	\$63,178.14	\$2,429.93	\$66,228.12	\$2,547.24	\$65,863.21	\$2,533.20	\$69,042.81	\$2,655.49	\$68,168.42	\$2,621.86	\$71,459.31	\$2,748.43
	Inc 3	\$64,907.64	\$2,496.45	\$68,041.11	\$2,616.97	\$67,666.21	\$2,602.55	\$70,932.86	\$2,728.19	\$70,034.53	\$2,693.64	\$73,415.51	\$2,823.67
	Inc 4	\$66,638.74	\$2,563.03	\$69,855.79	\$2,686.76	\$69,470.89	\$2,671.96	\$72,824.66	\$2,800.95	\$71,902.37	\$2,765.48	\$75,373.52	\$2,898.98
Level 3	Inc 1	\$68,366.64	\$2,629.49	\$71,667.10	\$2,756.43	\$71,272.22	\$2,741.24	\$74,712.95	\$2,873.58	\$73,766.75	\$2,837.18	\$77,327.90	\$2,974.15
	Inc 2	\$70,102.56	\$2,696.25	\$73,486.82	\$2,826.42	\$73,081.92	\$2,810.84	\$76,610.01	\$2,946.54	\$75,639.79	\$2,909.22	\$79,291.36	\$3,049.67
	Inc 3	\$71,828.85	\$2,762.65	\$75,296.45	\$2,896.02	\$74,881.58	\$2,880.06	\$78,496.55	\$3,019.10	\$77,502.43	\$2,980.86	\$81,243.93	\$3,124.77
	Inc 4*	\$73,564.77	\$2,829.41	\$77,116.17	\$2,966.01	\$76,691.27	\$2,949.66	\$80,393.61	\$3,092.06	\$79,375.47	\$3,052.90	\$83,207.39	\$3,200.28
Level 4	Inc 1	\$75,292.67	\$2,895.87	\$78,927.49	\$3,035.67	\$78,492.61	\$3,018.95	\$82,281.90	\$3,164.69	\$81,239.85	\$3,124.61	\$85,161.77	\$3,275.45
	Inc 2	\$77,022.17	\$2,962.39	\$80,740.48	\$3,105.40	\$80,295.61	\$3,088.29	\$84,171.95	\$3,237.38	\$83,105.96	\$3,196.38	\$87,117.97	\$3,350.69
	Inc 3	\$78,756.48	\$3,029.10	\$82,558.52	\$3,175.33	\$82,103.63	\$3,157.83	\$86,067.26	\$3,310.28	\$84,977.26	\$3,268.36	\$89,079.61	\$3,426.14
	Inc 4	\$80,482.78	\$3,095.49	\$84,368.15	\$3,244.93	\$83,903.29	\$3,227.05	\$87,953.80	\$3,382.84	\$86,839.91	\$3,340.00	\$91,032.18	\$3,501.24
Level 5	Inc 1	\$82,215.49	\$3,162.13	\$86,184.51	\$3,314.79	\$85,709.64	\$3,296.52	\$89,847.35	\$3,455.67	\$88,709.48	\$3,411.90	\$92,992.01	\$3,576.62
	Inc 2	\$83,943.38	\$3,228.59	\$87,995.82	\$3,384.45	\$87,510.98	\$3,365.81	\$91,735.64	\$3,528.29	\$90,573.86	\$3,483.61	\$94,946.39	\$3,651.78
	Inc 3	\$85,674.49	\$3,295.17	\$89,810.50	\$3,454.25	\$89,315.65	\$3,435.22	\$93,627.44	\$3,601.06	\$92,441.70	\$3,555.45	\$96,904.40	\$3,727.09
Level 6	Inc 1	\$88,557.53	\$3,406.06	\$92,832.72	\$3,570.49	\$92,321.22	\$3,550.82	\$96,778.11	\$3,722.23	\$95,552.46	\$3,675.09	\$100,165.34	\$3,852.51
	Inc 2	\$91,442.17	\$3,517.01	\$95,856.62	\$3,686.79	\$95,328.46	\$3,666.48	\$99,930.52	\$3,843.48	\$98,664.95	\$3,794.81	\$103,428.09	\$3,978.00
	Inc 3	\$94,328.41	\$3,628.02	\$98,882.20	\$3,803.16	\$98,337.37	\$3,782.21	\$103,084.69	\$3,964.80	\$101,779.18	\$3,914.58	\$106,692.66	\$4,103.56
Level 7	Inc 1	\$97,209.84	\$3,738.84	\$101,902.73	\$3,919.34	\$101,341.26	\$3,897.74	\$106,233.60	\$4,085.91	\$104,888.21	\$4,034.16	\$109,951.78	\$4,228.91
	Inc 2	\$100,097.69	\$3,849.91	\$104,930.00	\$4,035.77	\$104,351.85	\$4,013.53	\$109,389.52	\$4,207.29	\$108,004.16	\$4,154.01	\$113,218.16	\$4,354.54
	Inc 3	\$102,983.94	\$3,960.92	\$107,955.58	\$4,152.14	\$107,360.76	\$4,129.26	\$112,543.69	\$4,328.60	\$111,118.38	\$4,273.78	\$116,482.72	\$4,480.10
Level 8	Inc 1	\$106,444.55	\$4,094.02	\$111,583.25	\$4,291.66	\$110,968.44	\$4,268.02	\$116,325.54	\$4,474.06	\$114,852.34	\$4,417.40	\$120,396.93	\$4,630.65
	Inc 2	\$109,906.76	\$4,227.18	\$115,212.60	\$4,431.25	\$114,577.80	\$4,406.84	\$120,109.14	\$4,619.58	\$118,588.02	\$4,561.08	\$124,312.96	\$4,781.27
	Inc 3	\$113,367.37	\$4,360.28	\$118,840.27	\$4,570.78	\$118,185.48	\$4,545.60	\$123,890.98	\$4,765.04	\$122,321.97	\$4,704.69	\$128,227.17	\$4,931.81
	Inc 4	\$116,814.59	\$4,485.18	\$122,244.26	\$4,701.70	\$121,570.71	\$4,675.80	\$127,439.64	\$4,901.52	\$125,825.69	\$4,839.45	\$131,900.03	\$5,073.08
	Inc 5	\$119,861.82	\$4,610.07	\$125,648.25	\$4,832.63	\$124,955.95	\$4,806.00	\$130,988.30	\$5,038.01	\$129,329.40	\$4,974.21	\$135,572.89	\$5,214.34

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

Level	TRC - Effective 01/07/22		TRC - Effective 1/7/23		TRC - Effective 1/7/24	
	Base per annum	Fortnightly	Base per annum	Fortnightly	Base per annum	Fortnightly
1.1	\$50,331.15	\$1,935.81	\$52,470.23	\$2,018.09	\$54,306.69	\$2,088.72
1.2	\$51,239.79	\$1,970.76	\$53,417.48	\$2,054.52	\$55,287.10	\$2,126.43
2	\$52,149.50	\$2,005.75	\$54,365.85	\$2,090.99	\$56,268.65	\$2,164.18
3	\$53,058.89	\$2,040.73	\$55,313.90	\$2,127.46	\$57,249.88	\$2,201.92
4	\$53,977.45	\$2,076.06	\$56,271.49	\$2,164.29	\$58,240.99	\$2,240.04
5	\$54,922.26	\$2,112.39	\$57,256.45	\$2,202.17	\$59,260.43	\$2,279.25
6	\$56,906.82	\$2,188.72	\$59,325.35	\$2,281.74	\$61,401.74	\$2,361.61
7	\$58,883.44	\$2,264.75	\$61,385.98	\$2,361.00	\$63,534.49	\$2,443.63
8	\$61,062.45	\$2,348.56	\$63,657.60	\$2,448.37	\$65,885.62	\$2,534.06
9	\$63,467.97	\$2,441.08	\$66,165.36	\$2,544.82	\$68,481.15	\$2,633.89

Truck Drivers - Waste Services

Level	TRC - Effective 01/07/22		TRC - Effective 1/7/23		TRC - Effective 1/7/24	
	Base per annum	Fortnightly	Base per annum	Fortnightly	Base per annum	Fortnightly
4	\$59,984.49	\$2,307.10	\$62,278.53	\$2,395.33	\$64,248.03	\$2,471.08
5	\$60,929.30	\$2,343.43	\$63,263.49	\$2,433.21	\$65,267.47	\$2,510.29

NOTE: As per Award clause 13.18 (a) Rubbish and Sanitary Operators Allowance, Truck Drivers - Waste Services base rate includes payment for this allowance.

Construction & Maintenance, Parks & Gardens

Level	TRC - Effective 01/07/22		TRC - Effective 1/7/23		TRC - Effective 1/7/24	
	Base per annum	Fortnightly	Base per annum	Fortnightly	Base per annum	Fortnightly
1.1	\$52,247.35	\$2,009.51	\$54,386.43	\$2,091.79	\$56,222.89	\$2,162.42
1.2	\$53,155.99	\$2,044.46	\$55,333.68	\$2,128.22	\$57,203.30	\$2,200.13
2	\$54,065.70	\$2,079.45	\$56,282.05	\$2,164.69	\$58,184.85	\$2,237.88
3	\$54,975.09	\$2,114.43	\$57,230.10	\$2,201.16	\$59,166.08	\$2,275.62
4	\$55,893.65	\$2,149.76	\$58,187.69	\$2,237.99	\$60,157.19	\$2,313.74
5	\$56,838.46	\$2,186.09	\$59,172.65	\$2,275.87	\$61,176.63	\$2,352.95
6	\$58,823.02	\$2,262.42	\$61,241.55	\$2,355.44	\$63,317.94	\$2,435.31
7	\$60,799.64	\$2,338.45	\$63,302.18	\$2,434.70	\$65,450.69	\$2,517.33
8	\$62,978.65	\$2,422.26	\$65,573.80	\$2,522.07	\$67,801.82	\$2,607.76
9	\$65,384.17	\$2,514.78	\$68,081.56	\$2,618.52	\$70,397.35	\$2,707.59

NOTE: As per Award clause 13.2 Construction, reconstruction, alteration, repair and/or maintenance work, Construction & Maintenance base rate includes payment for this allowance.

Transfer Station Operators

Level	TRC - Effective 01/07/22		TRC - Effective 1/7/23		TRC - Effective 1/7/24	
	Base per annum	Fortnightly	Base per annum	Fortnightly	Base per annum	Fortnightly
1.1	\$52,184.95	\$2,007.11	\$54,324.03	\$2,089.39	\$56,160.49	\$2,160.02
1.2	\$53,093.59	\$2,042.06	\$55,271.28	\$2,125.82	\$57,140.90	\$2,197.73
2	\$54,003.30	\$2,077.05	\$56,219.65	\$2,162.29	\$58,122.45	\$2,235.48
3	\$54,912.69	\$2,112.03	\$57,167.70	\$2,198.76	\$59,103.68	\$2,273.22
4	\$55,831.25	\$2,147.36	\$58,125.29	\$2,235.59	\$60,094.79	\$2,311.34
5	\$56,776.06	\$2,183.69	\$59,110.25	\$2,273.47	\$61,114.23	\$2,350.55
6	\$58,760.62	\$2,260.02	\$61,179.15	\$2,353.04	\$63,255.54	\$2,432.91
7	\$60,737.24	\$2,336.05	\$63,239.78	\$2,432.30	\$65,388.29	\$2,514.93
8	\$62,916.25	\$2,419.86	\$65,511.40	\$2,519.67	\$67,739.42	\$2,605.36
9	\$65,321.77	\$2,512.38	\$68,019.16	\$2,616.12	\$70,334.95	\$2,705.19

NOTE: As per Award clause 13.19 Rubbish Dumps allowance, Transfer station operator staff base rate includes payment for this allowance.

Queensland Local Government Industry (Stream C) Award – State 2017

Level	TRC - Effective 01/07/2022		TRC - Effective 01/07/2023		TRC - Effective 01/07/2024	
	Base per annum	Fortnightly	Base per annum	Fortnightly	Base per annum	Fortnightly
BW1 (a)	\$46,751.82	\$1,798.15	\$48,738.77	\$1,874.57	\$50,444.63	\$1,940.18
BW1 (b)	\$48,401.88	\$1,861.61	\$50,458.96	\$1,940.73	\$52,225.03	\$2,008.65
BW1 (c)	\$49,501.93	\$1,903.92	\$51,605.76	\$1,984.84	\$53,411.96	\$2,054.31
BW1 (d)	\$50,821.97	\$1,954.69	\$52,981.91	\$2,037.77	\$54,836.27	\$2,109.09
BW2	\$52,077.75	\$1,776.60	\$54,291.05	\$1,776.60	\$56,191.24	\$1,776.60
BT1	\$55,002.14	\$2,115.47	\$57,339.73	\$2,205.37	\$59,346.62	\$2,282.56
BT2	\$57,752.25	\$2,221.24	\$60,206.72	\$2,315.64	\$62,313.95	\$2,396.69
BT3	\$60,502.35	\$2,327.01	\$63,073.70	\$2,425.91	\$65,281.28	\$2,510.82
C13-14	\$46,259.71	\$1,779.22	\$48,225.74	\$1,854.84	\$49,913.64	\$1,654.78
C12	\$48,081.97	\$1,849.31	\$50,125.45	\$1,927.90	\$51,879.84	\$1,995.38
C11	\$50,828.07	\$1,954.93	\$52,988.26	\$2,038.01	\$54,842.85	\$2,109.34
C10	\$55,002.14	\$2,115.47	\$57,339.73	\$2,205.37	\$59,346.62	\$2,282.56
C9	\$57,748.24	\$2,221.09	\$60,202.54	\$2,315.48	\$62,309.62	\$2,396.52
C8	\$60,494.33	\$2,326.71	\$63,065.34	\$2,425.59	\$65,272.63	\$2,510.49
C7	\$63,240.43	\$2,432.32	\$65,928.15	\$2,535.70	\$68,235.64	\$2,624.45
C6	\$68,732.63	\$2,643.56	\$71,653.77	\$2,755.91	\$74,161.65	\$2,852.37
C5	\$71,478.73	\$2,749.18	\$74,516.57	\$2,866.02	\$77,124.65	\$2,966.33
C4	\$74,224.83	\$2,854.80	\$77,379.38	\$2,976.13	\$80,087.66	\$3,080.29
C3	\$79,717.02	\$3,066.04	\$83,105.00	\$3,196.35	\$86,013.67	\$3,308.22
C2a	\$82,463.12	\$3,171.66	\$85,967.81	\$3,306.45	\$88,976.68	\$3,422.18
C2b	\$87,955.32	\$3,382.90	\$91,693.42	\$3,526.67	\$94,902.69	\$3,650.10

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

CITATION: *In the termination of the Tablelands Regional Council Certified Agreement 2018 [2023] QIRC 152*

PARTIES: **Tablelands Regional Council**

AND

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

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

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

**The Queensland Services, Industrial Union of
Employees, Queensland**

CASE NO.: CB/2023/38

PROCEEDING: Termination of an agreement

DELIVERED ON: 29 May 2023

HEARING DATE: 29 May 2023

MEMBER: Power IC

HEARD AT: Brisbane

ORDER: ***The Tablelands Regional Council Certified Agreement 2018 is terminated.***

CATCHWORDS: INDUSTRIAL LAW – QUEENSLAND – AGREEMENTS – application for termination of agreement after nominal expiry date – requirements for termination – agreement terminated

LEGISLATION: *Industrial Relations Act 2016 (Qld)*, ss 189 and 228

APPEARANCES: Ms K. Edwards for the Tablelands Regional Council

Mr P. Dunbar for the Construction, Forestry,
Mining & Energy, Industrial Union of
Employees, Queensland

Mr G. Taylor for the The Australian Workers'
Union of Employees, Queensland.

Mr J. White for the Plumbers & Gasfitters
Employees' Union Queensland, Union of
Employees

Mr J. Donaghy for the The Queensland Services,
Industrial Union of Employees, Queensland

Reasons for Decision

- [1] On 08 May 2023, the Tablelands Regional Council ('the Applicant') applied, pursuant to s 228(1) of the *Industrial Relations Act 2016* (Qld) ('the Act'), to terminate the *Tablelands Regional Council Certified Agreement 2018* ('the certified agreement').
- [2] The certified agreement has a nominal expiry date of 01 January 2023.
- [3] Section 228 of the Act provides:

228 Termination after nominal expiry date

- (1) After the nominal expiry date of a certified agreement or arbitration determination, the following persons may apply to the commission to terminate the agreement or determination—
- (a) the employer;
 - (b) a valid majority of the relevant employees;
 - (c) an employee organisation to which the agreement or determination applies and that has at least 1 member who is a relevant employee.
- (2) The person who intends to apply to terminate the agreement or determination must give all other persons to whom the agreement or determination applies notice of the intention.
- (3) The commission must approve the termination if, and must refuse to approve the termination unless, satisfied subsection (2) has been complied with and—
- (a) for an agreement or determination that provides that it may be terminated if particular conditions are met—the conditions have been met; or
 - (b) for an agreement or determination that does not provide for the way it may be terminated—
 - (i) the other parties to the agreement or determination agree to it being terminated; and
 - (ii) termination of the agreement or determination is not contrary to the public interest.
- (4) The termination takes effect when the commission's approval takes effect.

- [4] I have had regard to:
- (a) the submissions made by the parties who appeared today; and
 - (b) the affidavit of Gary Lee Rinehart, Chief Executive Officer of the Applicant.
- [5] The certified agreement does not provide that particular conditions need to be met before it may be terminated.
- [6] I am satisfied that the Applicant has given the requisite notice of its intention to apply to terminate the certified agreement.
- [7] On 8 May 2023, the Applicant made an application, pursuant to s 189 of the Act, to certify the *Tablelands Regional Council Certified Agreement 2023*.
- [8] The Applicant and the following employee organisations have agreed to the terms of the *Tablelands Regional Council Certified Agreement 2023* which will replace the certified agreement:
- (a) Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
 - (b) The Australian Workers' Union of Employees, Queensland;
 - (c) Plumbers & Gasfitters Employees' Union Queensland, Union of Employees; and
 - (d) The Queensland Services, Industrial Union of Employees, Queensland.
- [9] I am satisfied that:
- (a) all parties to the certified agreement agree to it being terminated; and
 - (b) the termination of the certified agreement is not contrary to the public interest.
- [10] Section 228(4) of the Act provides that termination takes effect when the Commission's approval takes effect.
- [11] I approve the termination of the *Tablelands Regional Council Certified Agreement 2018* with effect from 29 May 2023.
- [12] I make the following order:

The *Tablelands Regional Council Certified Agreement 2018* is terminated.

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Tablelands Regional Council

AND

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

The Australian Workers' Union of Employees,
Queensland

Plumbers & Gasfitters Employees' Union
Queensland, Union of Employees

The Queensland Services, Industrial Union of
Employees, Queensland

(Matter No. CB/2023/39)

TABLELANDS REGIONAL COUNCIL CERTIFIED AGREEMENT 2023

Certificate of Approval

On 29 May 2023, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016* (Qld):

Name of Agreement: **TABLELANDS REGIONAL COUNCIL CERTIFIED AGREEMENT 2023**

Parties to the Agreement:

- Tablelands Regional Council
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- The Australian Workers' Union of Employees, Queensland
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- The Queensland Services, Industrial Union of Employees, Queensland

Operative Date: 29 May 2023

Nominal Expiry Date: 29 May 2026

Previous Agreement: Tablelands Regional Council Certified Agreement 2018

Termination Date of Previous Agreement: 29 May 2023

By the Commission


J.M. POWER
Industrial Commissioner
29 May 2023

