

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Maranoa Regional Council

AND

The Australian Workers' Union of Employees, Queensland

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

Queensland Services, Industrial Union of Employees

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

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

(Matter No. CB/2023/78)

MARANOA REGIONAL COUNCIL CERTIFIED AGREEMENT 2023

Certificate of Approval

On 11 August 2023, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016* (Qld):

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

Parties to the Agreement:

- Maranoa Regional Council
- The Australian Workers' Union of Employees, Queensland
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Queensland Services, Industrial Union of Employees
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

Operative Date: 11 August 2023

Nominal Expiry Date: 11 August 2026

Previous Agreement: Maranoa Regional Council Certified Agreement 2019

**Termination Date of
Previous Agreement:**

11 August 2023

By the Commission

J.M. POWER
Industrial Commissioner

11 August 2023



Maranoa Regional Council Certified Agreement 2023

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PART 1 – GENERAL PROVISIONS

1. Title

1.1 This Agreement will be known as the *Maranoa Regional Council Certified Agreement 2023*.

2. Application

2.1 This Agreement shall apply to Maranoa Regional Council (Council) and all its Employees employed under the Awards set out in clause 4, except for the Chief Executive Officer (CEO) and Senior Officers as defined by clause 4.2 of Division 2 – Section 1 of the *Queensland Local Government Industry (Stream A) Award – State 2017*.

3. Parties bound

3.1 The parties to this Agreement are Council, its Employees covered by the Awards as defined and the following unions:

- (a) The Australian Workers' Union of Employees, Queensland (AWU)
- (b) The Construction, Forestry, Maritime, Mining & Energy Industrial Union of Employees, Queensland (CFMEU)
- (c) Queensland Services, Industrial Union of Employees (QSU)
- (d) Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU)
- (e) Plumbers & Gasfitters Employees' Union of Queensland, Union of Employees (PGEU)

4. Relationship to Parent Awards

4.1 The Agreement shall be wholly read and interpreted in conjunction with the terms and conditions of the Following Parent Awards:

- (a) *Queensland Local Government Industry (Stream A) Award – State 2017* (Stream A Award);
- (b) *Queensland Local Government Industry (Stream B) Award – State 2017* (Stream B Award);
- (c) *Queensland Local Government Industry (Stream C) Award – State 2017* (Stream C Award); and
- (d) *Training Wage Award - State 2012*.

4.2 Where there is any inconsistency between the Agreement and the relevant Parent Award/s, this Agreement will prevail to the extent of inconsistency. Where this Agreement is silent on any matter, the relevant Parent Award/s shall apply.

5. Date and period of operation

5.1 This Agreement shall operate from the date of certification by the Queensland Industrial Relations Commission for a period of **three (3) years**.

5.2 The parties to this Agreement shall commence discussions **six (6) months prior** to the expiration of this Agreement.

6. No extra claims

6.1 The parties agree that, other than as provided for in this Agreement, this Agreement constitutes a final closed Agreement in settlement of all claims in relation to the terms and conditions of employment of Employees to whom it applies and the parties will not pursue further claims during the term of this Agreement.

6.2 This clause does not exclude any increases in allowances as determined by any relevant legislation and the State Wage Case variations (where applicable – i.e. where amounts are linked directly back to the Award/s, in lieu of amounts being included in this Agreement).

7. Maranoa Regional Council Employee consultative committee (ECC)

7.1 All parties to this Agreement agree to establish and maintain an Employee Consultative Committee (ECC).

7.2 The broad purpose of the ECC includes:

- (a) Monitoring and reviewing the implementation of this Agreement; and
- (b) Providing a forum for management, Employees and unions to discuss Council wide employment and industrial relations issues and associated policies.

7.3 ECC consultation

- (a) In addition, the parties are committed to a consultative and participative workplace culture that will bring about change and reform through cooperation.
- (b) It is agreed that the ECC will be the forum through which genuine consultation and discussion regarding any major workplace reform or changes will occur between Council, Employees and the Unions. The ECC will meet as required and at mutually agreed times.

7.4 The ECC comprises of Council's representatives, Union Delegates and Officials from the unions parties to this Agreement who represent Employees.

7.5 All new policies or a review of current policies relating to the Employer/Employee relationship will be taken to the ECC for consultation.

8. Union Related Matters

8.1 Council will, upon engagement of a new Employee, advise the Employee of this Agreement and where they can access a copy of the Agreement. Full details of Union Workplace Delegates (name, photo and contact details) will be made available to new Employees and included in the New Employee Welcome Pack.

8.2 Council recognises the role that workplace delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including awards and agreements) and dispute resolution. On being notified in writing by the relevant Union that an Employee has been appointed as a workplace delegate, Council will recognise the Employee as a workplace delegate and provide the following:

- (a) reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the Union members in the workplace;
- (b) Council shall not unnecessarily hinder accredited Union delegates in the reasonable and responsible performance of their duties; and
- (c) reasonable access to Management representatives of the Council for the purposes of resolving issues of concern to Union members.

8.3 Wherever possible, ECC meetings between Council and Employees should occur in normal working time. When a meeting occurs outside normal working time, the appropriate rate of pay will be paid.

8.4 A workplace delegate shall be entitled to paid leave of absence of up to five (5) days (non-accumulative) per person per calendar year to attend trade union training or other specific training courses approved by the relevant Union party to this Agreement. Delegates must make written application, endorsed by the relevant Union, at least one (1) month in advance and in accordance with the provisions of the relevant Award.

8.5 Right of Entry

- (a) An authorised industrial officer (officer) holding a current entry permit issued by the Industrial Registrar will have rights of access and entry to the premises where the work performed falls within the registered coverage of the Union and in conjunction with the relevant provisions of the *Industrial Relations Act 2016*.
- (b) An authorised officer may enter a workplace at which the Council carries out a calling of the officer's Union, during the Council's business hours, to exercise a power under relevant provisions of the Act, subject to the following conditions:
 - (i) the officer has notified Council or Council's representative of the officer's presence;

- (ii) the officer produces their entry permit, if required by Council or Council's representative, if they are present.
 - (c) if the officer does not comply with a condition of clause 8.5, the officer may be treated as a trespasser.
 - (d) an officer must not willfully obstruct the Council or an Employee during the Employee's working time. A person must not obstruct or hinder any officer exercising their right of entry.
- 8.6 Union delegates will be allowed reasonable time off with pay, within working hours, to attend up to four (4) union meetings per year (maximum of four (4) per year and no longer than two (2) hours each in duration) designed to improve employment relations with Council.
- 8.7 Such meeting requests must be put in writing by the relevant Union official and authorised by the CEO. The CEO shall not unreasonably withhold permission, unless for genuine operational reasons. This may require consultation in relation to the timing and location/s of the meetings to minimise impact on Council's operations. Such approval for meetings is on the basis that Employee attendance, whilst supported, is not compulsory.

9. Consultation – introduction of changes

9.1 Council's duty to notify

- (a) Prior to Council deciding to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, Council 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 Council'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 Agreement makes provision for alteration of any of the matters referred to in clauses 9.1(a) and (b), an alteration shall be deemed not to have significant effect.

9.2 Council's duty to consult over change

- (a) 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, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable prior to making the decision referred to in clause 9.2(a).
- (c) For the purpose of such consultation, Council shall provide in writing to the Employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees, and any other matters likely to affect Employees.
- (d) Notwithstanding the provision of clause 9.2(c), Council shall not be required to disclose confidential information, the disclosure of which would be adverse to the Council's interests.

10. Grievance / dispute resolution

- 10.1 Effective communication between Employees and management is a prerequisite to good workplace relations. In order to maintain sound working relationships any grievance/dispute ideally should be quickly resolved, wherever possible, at the team level (i.e. Employee and immediate supervisor) without the need for further intervention by other parties. The following procedures are set down to provide a framework through which a grievance / dispute may be resolved promptly and fairly.

10.2 Prevention and settlement of disputes – Award and Agreement matters

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the Awards and/or this Agreement 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 while 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 the Awards and/or this Agreement, a preliminary discussion is to occur between the Employee and their supervisor (e.g. Team Leader or Coordinator) (ordinarily within 24 hours). If the matter is not able to be resolved the following dispute procedures shall apply:
 - Step 1: The matter is to be discussed by the Employee/s concerned, where appropriate their union representative, and a management representative (e.g. Manager). The Manager Human Resources may also facilitate the discussions and provide guidance to seek early resolution of the matter where possible. This step should not extend beyond 7 days.
 - Step 2: If the matter is not resolved in Step 1 of this clause (10.2(c)), it shall be referred by the Employee/s concerned or where appropriate their union representative, to the next level management representative (e.g. Director) who shall arrange a conference of the relevant parties to discuss the matter. The CEO may also provide guidance to seek resolution of the matter. This step should not extend beyond 14 days.
 - Step 3: 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 Council's CEO (or delegate) from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

10.3 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, co-operation 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 *Industrial Relations Act 2016*:
 - Stage 1: In the first instance, the Employee shall inform such Employee's supervisor (e.g. Team Leader or Coordinator) 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 such Employee's union representative during the course of Stage 1. This step will ordinarily occur within 24 hours and should not extend beyond 7 days.
 - Stage 2: If the grievance remains unresolved, the Employee shall refer the grievance to the next in line management (e.g. Manager). The Manager will consult with the relevant parties including Manager Human Resources. The Employee may exercise the right to consult or be represented by such Employee's representative during the course of Stage 2. This step should not extend beyond 7 days.
 - Stage 3: If the grievance is still unresolved, the Manager will advise their Director and the CEO and the aggrieved Employee may submit the matter in writing to the Director/CEO if such Employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union. This step should not extend beyond 14 days unless the parties agree, or a longer time is needed due to external reasons (e.g. availability of an investigator).
 - Step 4: If the grievance or dispute is not settled the matter may be referred to the Commission by the Employee or the union.

- (c) The Council shall ensure that:
 - (i) the aggrieved Employee or such Employee's union representative has the opportunity to present all aspects of the grievance; and
 - (ii) the grievance shall be investigated in a thorough, fair and impartial manner. Council may appoint another person to investigate the grievance or dispute. Council may consult with the Employee representative in appointing an investigator. The appointed person shall be other than the Employee's supervisor or manager.
 - (iii) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. Council 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.
 - (iv) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue.
- (d) 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.
- (e) Where the grievance involves allegations of sexual harassment an Employee should commence the procedure at Stage 3.

11. Individual flexibility agreements (IFA)

11.1 To meet the needs of Council and an individual Employee, Council and the Employee may enter into an Individual Flexibility Agreement (IFA) to vary the terms of this Agreement with respect to:

- (a) Overtime rates;
- (b) Penalty rates;
- (c) Allowances;
- (d) Leave loading; and
- (e) Arrangements about when work is to be performed.

11.2 When entering/negotiating an IFA, the following process will be followed:

- (a) A request for an IFA must be done by the Employee, be in writing and set out the reasons for the request;
- (b) The Employee, the Employee's union (if applicable) and Council will consult and agree on arrangements to be implemented;
- (c) The arrangements need to meet the operational requirements of Council; and
- (d) Both parties agree to genuinely consider any reasonable agreement proposed.

11.3 When presented with a request for an IFA, Council shall consider the request within a reasonable timeframe, but not exceeding 21 business days.

11.4 The terms of an IFA must:

- (a) be in writing setting out the terms, including a predetermined duration of the agreement and detailed provision for termination of the agreement;
- (b) be signed by Council and the Employee;

- (c) not, on balance, result in an overall reduction in the entitlements or protections the Employee has under this Agreement; and
- (d) only be about matters required or permitted to be in this Agreement.

11.5 The IFA must state the following:

- (a) the names of Council and the Employee; and
- (b) the terms of the Agreement/Award that will be varied by the IFA and the impact of the variation; and
- (c) how the IFA will not result, on balance, in an overall reduction of the Employee's entitlements; and
- (d) the commencement date of the IFA; and
- (e) the termination date of the IFA which must not be longer than 12 months from the date of commencement.

11.6 The IFA may be terminated by any of the following methods:

- (a) by either Council or the Employee by giving written notice of not less than 28 days; or
- (b) by Council and the Employee at any time if they agree in writing to the termination; or
- (c) if no agreement on a termination date is reached, by the expiry of 12 months from the date of commencement of the IFA.

12. Local area work agreements (LAWA)

12.1 The parties recognise the value and benefit in providing for a process that enables Council, work teams or groups of individuals to develop and implement arrangements, suited to the needs of the group and requisite work to be performed.

12.2 To meet the needs of Council and the relevant Employees, Council and the Employees may enter into a LAWA to vary the terms of this Agreement with respect to:

- (a) Overtime rates;
- (b) Penalty rates;
- (c) Allowances;
- (d) Leave loading; and
- (e) Arrangements about when work is to be performed.

12.3 Where Council and relevant work teams/groups agree there is a need for flexible work agreements, the following process will be followed:

- (a) Directly affected Employees, relevant unions (if applicable) and Council will consult and agree on arrangements to be implemented;
- (b) The arrangements need to meet the operational requirements of Council;
- (c) Agreement needs to be obtained from more than sixty percent (60%) of affected Employees;
- (d) Both parties agree to genuinely consider any reasonable agreement proposed.

12.4 Where established, LAWAs will be read in conjunction with the relevant Award/s and this Agreement.

12.5 The terms of a LAWA must:

- (a) Be in writing;
- (b) Set out the terms of the LAWA;
- (c) Be for a pre-determined term as negotiated between the parties; and
- (d) Include a detailed provision for the termination of the LAWA.

13. Major Work Agreements (MWA)

13.1 Major works (including projects) are significant planned pieces of work or activities carried out over a period of particular time to achieve a particular purpose but would not include day-to-day operational works and would normally include a requirement for a change in work patterns.

13.2 For major projects, the ordinary hours of work and span of hours shall be by mutual written agreement between Council and the Employee/s, taking into account the needs of the project and to give flexibility for the workforce.

13.3 When entering into an MWA, the parties agree to consider the following non-exhaustive list of factors:

- (a) Spreading ordinary hours over seven (7) days;
- (b) Working ordinary hours at any time over the day;
- (c) Penalties for work performed on Saturday and Sunday;
- (d) TOIL accrued during the job is paid out while a capital project is underway;
- (e) Timing of Rostered Days Off;
- (f) Overtime rates;
- (g) Penalty rates;
- (h) Allowances; and/or
- (i) Arrangements generally about when work is to be performed.

13.4 The following process will be followed when negotiating an MWA:

- (a) Council will confer with relevant Employees to identify those individuals who are prepared to consider changing their ordinary hours of work and span of hours;
- (b) Directly affected Employees, relevant unions (if applicable) and Council will consult and agree on arrangements to be implemented;
- (c) The arrangements need to meet the operational requirements of Council;
- (d) Agreement needs to be obtained from more than sixty percent (60%) of affected Employees;
- (e) Both parties agree to genuinely consider any reasonable agreement proposed.

13.5 Where established, MWAs will be read in conjunction with the relevant Award/s and this Agreement.

13.6 The terms of an MWA must be in writing setting out the terms, including a pre-determined term of the agreement and provision for termination of the agreement.

PART 2 – EMPLOYMENT CONDITIONS

14. Spread of Ordinary Hours

14.1 Ordinary hours of work for Employees covered by Stream A, other than casuals and supervisors supervising

Stream B and C Awards, shall be worked continuously except for meal breaks and rest pauses between the hours of 5.00am and 6.00pm, Monday to Friday inclusive.

- 14.2 Ordinary hours of work for Employees covered by Stream B and C Awards and their supervisors, other than casuals, shall be worked continuously except for meal breaks and rest pauses between the hours of 5.00am and 7.00pm, Monday to Friday inclusive.

15. Types of employment

- 15.1 An Employee may be employed on a full-time, part-time, casual or maximum term basis or as defined in the relevant Award/s.
- 15.2 An Employee employed on a maximum term basis is one who is engaged for a specific period of time or specific task.

16. Hours of Work

- 16.1 The hours of work of Employees are stipulated by the relevant Award/s.
- 16.2 Notwithstanding clause 16.1, supervisors covered by Stream A Award who supervise Stream B and C Award Employees, shall work and be paid for 7.6 hours per day or an average of 38 hours per week. For the purpose of calculating the ordinary hourly rate the divisor used shall be 36.25.
- 16.3 By mutual agreement, a part-time Employee may be required to work additional ordinary hours in excess of their regular hours, up to a maximum of 7.25 or 7.6 hours per day (36.25 or 38 hours per week), which is the full-time equivalent under the relevant Award/s. Additional hours worked in accordance with clause 16.3, will be paid at the applicable ordinary rate of pay.

17. Secondments

- 17.1 Council may second an Employee to another work area to enable the Employee to develop new competencies or enhance their existing competencies, or enable Council to use an Employee's unique knowledge and skills. A secondment is where an Employee, who meets the requirements, is placed temporarily in the position.
- 17.2 The following process and conditions shall apply:
- (a) When opportunities arise, Council will offer secondments, where practicable, by way of an expression of interest process open for a minimum of a week (7 calendar days);
 - (b) Secondments will take place by mutual agreement and be documented in a written agreement between the Employee and Council;
 - (c) On completion of a secondment, a permanent Employee will return to their substantive position.

18. Multi-Engagements

- 18.1 An Employee may request to work additional hours, in a secondary work engagement/role to their substantive position where the following conditions exist:
- (a) The secondary position/role is covered by a different Award, or a different section/division of the same Award, as their substantive position; and
 - (b) The secondary work engagement/role is on a Part-Time or Casual basis; and
 - (c) Where such a secondary work arrangement exists, it must be by mutual agreement in writing.
- 18.2 An Employee working in a secondary work engagement/role is entitled to be paid for that portion of work under the relevant Award which applies to the secondary engagement/role duties.
- 18.3 Working in a secondary work engagement/role does not entitle an Employee to claim overtime for the combined hours worked between the substantive role and the secondary engagement/role. For overtime purposes, each engagement shall be treated independently.

19. Employment security

- 19.1 Council is required to provide services to the community in an efficient manner. Council is also mindful of its role in local employment for the development of our local communities. Job security has wide reaching economic development implications for all of our communities.
- 19.2 The parties agree that the best way to optimise job security is through the pursuit of best practice and continual improvement and acknowledging the following principles:
- (a) Continuing to manage Council's workforce to minimise the need for involuntary labour reductions through natural attrition, retraining and redeployment as detailed in clause 35;
 - (b) Labour hire personnel are to be used and managed in a manner that ensures that business needs are met without eroding job security;
 - (c) Council will ensure that labour hire personnel are reduced prior to any redundancy where the skill requirements of the redundant positions are the same as those of the labour hire personnel;
 - (d) Implementing consultative mechanisms to ensure timely advice and discussion about any significant changes to service delivery which may significantly impact upon labour requirements and training.

20. Abandonment of employment

- 20.1 Where an Employee who has been absent for seven (7) or more working days without Council's consent and does not establish to the satisfaction of Council a reasonable cause for the absence, shall be deemed to have abandoned their employment.
- 20.2 Before an Employee's employment is terminated for abandonment, Council shall make a reasonable effort to contact the Employee and/or their next of kin/emergency contact (if registered in Council's records). For the purpose of this clause, reasonable contact could be made via either email, post, phone or text messages.
- 20.3 Subject to clause 20.4, termination of employment for abandonment shall be effective from the date of the Employee's last attendance at work.
- 20.4 In the event that the unauthorised absence immediately follows a period of approved absence (such as approved leave), termination of employment for abandonment shall be effective from the Employee's last day of approved absence.

PART 3 – EMPLOYMENT BENEFITS

21. Salary sacrifice

- 21.1 Council and an Employee may agree in writing that the Employee can sacrifice part of their salary to superannuation.
- 21.2 Council and an Employee can agree in writing to other salary packaging benefits as provided by Council's salary packaging program and appointed Salary Packaging Service Provider, subject to those arrangements incurring no greater cost to Council (including Goods & Services Tax and Fringe Benefits Tax) and complying with the Australian Taxation Office guidelines.
- 21.3 Employees wishing to avail themselves of the salary sacrificing arrangements under clause 21.2 (other than salary sacrificing additional superannuation contributions), must have completed three (3) months of continuous service with Council prior to making a request.
- 21.4 Employees must seek independent financial advice on salary sacrificing and Council will not be responsible for the provision of any financial or taxation advice to an Employee in regard to any salary sacrifice proposal.

22. Skills development and training

- 22.1 The parties recognise that, in order to increase the efficiency and competitiveness of Council, a commitment to training and skills development is required.

22.2 During the life of this Agreement, an annual training program will be developed in consultation with Employees, consistent with the following:

- (a) Approved training activities undertaken outside of ordinary hours will be paid at time and-one-half or will, at the Employee's option, be taken as time off in lieu of payment provided that the scheduling of the time off must be consistent with this Agreement.
- (b) Course training costs and travel costs to and from training activities approved by the CEO or CEO's delegate will be met by Council.
- (c) Training may be either on or off the job with all reasonable steps being taken to conduct the training in normal working hours.
- (d) If an approved training activity is undertaken during ordinary working hours, the Employee/s concerned will not suffer any loss of pay in respect to ordinary hours of work.
- (e) Council will not be asked to meet the costs of training undertaken by Employees, which was not subject to prior approval by the CEO or CEO's delegate.
- (f) Training provided will be consistent with Council's business requirements, relevant to the work of the Employee and consistent with the skill development of each Employee.

PART 4 – LEAVE ENTITLEMENTS

23. Annual Leave

23.1 All Annual Leave entitlements shall be in accordance with the Annual Leave provisions of the applicable Award subject to the following conditions:

- (a) All Employees (other than a casual Employee) shall at the end of each year of employment, be entitled to twenty – five (25) days Annual Leave or pro-rata if part-time in accordance with the full provisions of the applicable Award/s;
- (b) Full-Time Employees covered by Stream A Award, other than supervisors supervising Stream B and C Award Employees, shall accrue 181.25 hours of Annual Leave per annum (calculated at the accrual rate of 7.25 hours per day). Annual Leave taken by an Employee shall be paid at the rate stipulated under this sub-clause.
- (c) Full-Time Employees covered by Stream B and Stream C Awards and their supervisors covered by Stream A Award, shall accrue 190 hours of Annual Leave per annum (calculated at the accrual rate of 7.6 hours per day). Annual Leave taken by an Employee shall be paid at the rate stipulated under this sub-clause.
- (d) The parties agree that, subject to prior approval, Annual Leave may be taken prior to the due date of the Employee's entitlement to Annual Leave. In such cases, the entitlement shall be calculated on a pro-rata basis.
- (e) Subject to clause 23.1(f), Employees may accumulate a maximum of ten (10) weeks Annual Leave in their balance.
- (f) If an Employee has accumulated more than ten (10) weeks of Annual Leave as at the time of certification of this Agreement, the Employee must discuss with the CEO (or the person as delegated by the CEO) ways to reducing their accumulated annual leave to ten (10) weeks in accordance with the below timeframes:

Number of weeks of Annual leave accrued in an Employee's balance	Timeframe to reduce the annual leave accrual to ten (10) weeks
More than ten (10) weeks but less than 20 weeks	12 months
More than 20 weeks but less than 30 weeks	24 months
30 weeks or more	36 months

- (g) Notwithstanding clause 23.1(f), with the CEO's prior approval and due to exceptional circumstances, the

timeframes stipulated in clause 23.1(f) may be varied by mutual agreement.

- (h) Subject to prior approval of the Employee's supervisor and operational requirements, Annual Leave may be taken in single days or as part of a single day.
- (i) Employees granted leave under these arrangements must have accrued the leave prior to it being taken.

23.2 Employees may, with the approval of the CEO, purchase additional periods of annual leave (up to a maximum of four (4) additional weeks' leave in any twelve (12) month period). Leave loading is not applicable to purchased leave. The Employee can elect to reduce their annual salary by the corresponding level of unpaid leave sought and re-calculate salary payments over twenty-six (26) fortnights, thus ensuring continual income throughout the year. If an application is not approved, the CEO will outline the business reasons for this decision in writing to the Employee.

23.3 Employees may request to cash out their Annual Leave in accordance with the provisions of the *Industrial Relations Act 2016* as amended/varied from time to time but must maintain a balance of five (5) weeks.

24. Sick leave

24.1 Full-Time Employees covered by Stream A Award, other than supervisors supervising Stream B and C Award Employees, shall accrue 108.75 hours of Sick Leave per annum (calculated at the accrual rate of 7.25 hours per day). Sick Leave taken by an Employee shall be paid at the rate stipulated under this sub-clause. Part-Time Employees shall accrue Sick Leave on a pro-rata basis.

24.2 Employees covered by Stream B and Stream C Awards and their supervisors covered by Stream A Award, shall accrue 114 hours per annum (calculated at the accrual rate of 7.6 hours per day). Sick Leave taken by an Employee shall be paid at the rate stipulated under this sub-clause. Part-Time Employees shall accrue Sick Leave on a pro-rata basis.

24.3 An Employee who is absent from work due to illness or injury must provide prompt notification to the immediate supervisor. When taking sick or carer's leave, the Employee must notify their supervisor / manager of their absence within thirty (30) minutes of the start of the shift from which they will be absent. The method of contact may be by telephone call, text message and/or email.

24.4 Payment for any absence on Sick Leave that exceeds two (2) consecutive days shall be contingent upon production by the Employee concerned of either a certificate from a duly qualified medical practitioner/healthcare provider or other evidence of illness satisfactory to Council.

24.5 All Employees may use Sick Leave to care for a member of their immediate family or household.

24.6 Where Sick Leave is excessive and establishes a pattern, the relevant manager/CEO may request a medical certificate on every occasion of absence on Sick Leave.

24.7 The requirement for medical evidence under clause 24.6 shall cease after six (6) months, unless the Sick Leave remains to be excessive and/or continues to form a pattern.

25. Medical assessment for long term injured or sick Employees

25.1 Where an Employee is unable to carry out the responsibilities of their substantive position over a prolonged period due to injury or illness, or in order to identify if a long term injured or ill Employee who wishes to return to work may be redeployed to an alternative position, the CEO or CEO's delegate may request that the Employee undergo a specialist medical assessment with an appropriate specialist medical practitioner as nominated by Council.

25.2 The medical report will only cover the Employee's capacity [both short-term and long-term] to carry out the responsibilities of their substantive position and/or an alternative redeployment position.

25.3 If an Employee fails to comply with a request for medical assessment, and the CEO or CEO's delegate believes there is an inherent risk to the Employee's, and/or any co-worker's or other person's health and safety if the Employee returns to his/her substantive position, then they may transfer the Employee to a suitable alternative position if available, to minimise the risk until such time as the Employee provides a full medical clearance to return to their substantive position.

- 25.4 The written medical report by the specialist medical practitioner will be provided to the CEO or CEO's delegate. The specialist medical practitioner will be consulted as to whether all or part of the report can be released to any other party.
- 25.5 Council will bear the cost of any specialist medical assessment requested under this clause.

26. Bereavement leave

- 26.1 Upon the death of a member of an immediate family or household, an Employee may be granted bereavement leave as follows:
- (a) Full-time Employees are entitled to five (5) days paid bereavement leave on each occasion. The five (5) days paid bereavement leave is to consist of three (3) days paid bereavement leave and two (2) days of personal leave deducted from the Employee's accumulated personal leave entitlements.
 - (b) Part-time Employees are entitled to up to a maximum of the equivalent of three (3) working days of paid bereavement leave. However, leave under clause 26.1(b) is only available where a part-time Employee would have normally been rostered to work on those days.
 - (c) Where an Employee has exhausted all paid leave entitlements, the Employee is entitled to take unpaid bereavement leave. The length of unpaid leave should be agreed upon between the Employee and CEO or CEO's delegate. In the absence of agreement, this is limited to three (3) days.
- 26.2 "Immediate Family" for the purpose clauses 24.5 and 26.1, is defined as an Employee's spouse or de facto spouse, a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or Employee's spouse.
- 26.3 Where the bereavement relates to an aunt, uncle, cousin, niece or nephew, the Employee may access up to five (5) days personal leave per occasion from the Employee's accrued personal leave entitlements.

27. Long service leave

- 27.1 All Employees shall be entitled to accrue and access long service leave in accordance with the relevant provisions of the *Industrial Relations Act 2016*. This clause supplements the entitlements under the Act.
- 27.2 Employees are entitled to thirteen (13) weeks long service leave after ten (10) years' continuous service (i.e., 1.3 weeks on full pay for each year of continuous service) and a proportionate amount for an incomplete year of service.
- 27.3 Long service leave may be accessed for periods of less than two (2) weeks if Annual Leave entitlements have been exhausted.
- 27.4 Long service leave may be taken on a pro rata basis while in service on completion of seven (7) years continuous service with Council.
- 27.5 Council acknowledges the valuable contribution of long term Employees. An Employee who has more than seven (7) but less than ten (10) years continuous service is entitled to a proportionate payment of the long service upon termination of employment.
- 27.6 The payment stipulated in clause 27.5 does not apply where the termination of employment was because of the Employee's conduct, capacity, or performance.
- 27.7 Portability of long service leave entitlements is provided for in Chapter 8, Part 3, Division 2 of the *Local Government Regulation 2012*.
- 27.8 An Employee may request to be paid for all or part of their entitlement to long service leave instead of taking the leave in accordance with the provisions of the *Industrial Relations Act 2016* by agreement in writing. However, the Employee may only request to cash out long service leave on two (2) occasions per calendar year.

28. Parental leave

- 28.1 In addition to the parental leave entitlements provided under the *Industrial Relations Act 2016*, an Employee,

other than a casual, is entitled to take paid parental leave provided that:

- (a) The Employee has completed at least 12 months of continuous service with Council as at the date of the birth or placement (i.e. adoption or surrogacy) of the child; and
- (b) The paid parental leave is taken immediately before or after the birth or placement of the child (i.e. adoption or surrogacy); and
- (c) The Employee is the primary caregiver of the child.

28.2 A Full-time Employee who accessed the paid parental leave in accordance with clause 28.1, shall be entitled to:

- (a) Ten (10) weeks paid parental leave, calculated at the Employee's ordinary rate of pay; or
- (b) Twenty (20) weeks paid parental leave at half pay.

28.3 A Part-time Employee is eligible to access ten (10) weeks of paid parental leave on a pro-rata basis calculated as per the average weekly hours for the preceding 12 months.

28.4 A Part-time Employee is eligible to access twenty (20) weeks of paid parental leave at half pay on a pro-rata basis calculated as per the average weekly hours for the preceding 12 months.

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

28.6 An Employee's leave entitlements will continue to accrue during such period of Council's paid parental leave.

28.7 Council will continue to make superannuation contributions during periods of Council's paid parental leave but will cease during any unpaid periods of leave.

28.8 In addition to any applicable entitlements under the *Industrial Relations Act 2016*, an Employee on parental leave shall be entitled to return to work on a part-time basis subject to an agreement with Council that the change to part-time work can be accommodated without placing unreasonable demands on resources or compromising the achievement of work unit objectives. Council agrees to make every reasonable effort to accommodate the application for part-time work and will reach mutual agreement with the Employee concerning how the part-time work arrangement will be implemented. An Employee may not make more than one (1) application for part-time work arrangements within a twelve (12) month period, unless Council agrees.

28.9 In addition to any applicable entitlements under the *Industrial Relations Act 2016*, an Employee who is on unpaid long term parental leave may work for the Council, by mutual agreement, on a "keeping in touch day" during the Employee's unpaid parental leave provided:

- (a) the sole purpose of the day is for the Employee to reconnect with the Employee's employment to facilitate a return to the employment after the end of parental leave; and
- (b) such day is not within:
 - (i) fourteen days (14) after the child was born, adopted or started residing with the Employee under a surrogacy arrangement or cultural recognition order, if the Employee is required by Council to work on the day; or
 - (ii) forty-two (42) days after the child was born, adopted or started residing with the Employee under a surrogacy arrangement or cultural recognition order, if such day is worked upon the request of Council.

28.10 Where there is a mutual agreement to work "keeping in touch days" in accordance with clause 28.9 of this Agreement, the Employee may work up to a maximum of ten (10) "keeping in touch days" without breaking their period of unpaid parental leave.

29. Leave without pay

- 29.1 Employees may request leave without pay.
- 29.2 Requests for leave without pay will be considered and approved by the CEO or the CEO's delegate on a case by case basis and having regard to operational requirements.
- 29.3 An Employee who is absent on approved leave without pay for three (3) months or more shall not accrue Sick Leave and long service leave for the duration of the absence.

30. Emergency services leave

- 30.1 An Employee, other than a casual, 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.
- 30.2 An Employee who exceeds the five (5) days will be allowed to use Annual Leave, banked RDOs or TOIL.
- 30.3 To avoid disruption to work, an Employee is required to seek approval from the CEO or the CEO's delegate to join a recognised emergency service organisation. Certification of attendance at Emergency Services operations will be required for payment purposes.

31. Declared natural disaster leave

- 31.1 Where an Employee is affected by a declared natural disaster caused, by but not limited to, a natural flood or bushfire, the Employee shall be granted leave without loss of pay for up to a maximum of three (3) days per year subject to approval by the CEO or the CEO's delegate.
- 31.2 Leave in accordance with clause 31.1 is given where an Employee is unable to:
- (a) report to work at any of Council's depots or premises 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; or
 - (b) where continuing to work under extreme conditions is inadvisable due to workplace health and safety considerations and the Employee is required to leave the work site and return home.
- 31.3 Clause 31.1 would apply to declared natural disasters 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 their dwelling to a habitable state.
- 31.4 In situations other than declared natural disasters where an Employee is required to return home, or is unable to attend work, they will be eligible to access other forms of accrued leave – all other forms of leave should be taken prior to accessing personal leave.

32. Domestic and family violence leave

- 32.1 Employees personally experiencing domestic and family violence may access up to ten (10) days per year of paid domestic and family violence leave in order to attend to any matters relating to the family and domestic violence matter/s. For clarity, Employees who are the perpetrators of the domestic and family violence are not entitled to access any leave under this clause.
- 32.2 Domestic and family violence leave given under clause 32.1 of this Agreement is non-cumulative and is non-transferable and may be taken in units of one (1) hour.

- 32.3 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 or hospital, or to assist with childcare, accommodation or other matters.
- 32.4 An Employee seeking to access family and domestic violence leave under clause 32.1 of this Agreement, should notify their supervisor, the CEO or the CEO's delegate as soon as reasonably practicable of their intention to take or remain on domestic and family violence or other type of leave for this purpose.
- 32.5 For the purpose of clause 32, proof of domestic and family violence may be required. Sufficient proof may be in the form of a document issued by the Police Service, a Court, a Doctor, a Nurse, a Domestic and Family Violence Support Service or a Lawyer.
- 32.6 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 of hours and/or shift patterns, changes to duties, changes to their contact details, or any other appropriate measure including those available under existing work arrangements.
- 32.7 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.
- 32.8 Council will develop and implement workplace safety planning strategies to ensure the protection of all Employees.

PART 5 – WORKPLACE CHANGE

33. General

- 33.1 The chief objectives of this clause are:
- (a) To maintain, where possible, Employees whose positions have become redundant in continued employment within the Council;
 - (b) To pay monetary compensation to Employees whose positions have become redundant and who are unable to be redeployed; and
 - (c) To assist Employees to find employment outside the service of the Council.
- 33.2 Definitions
- (a) **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.
 - (b) **Redundancy** means the situation where a function or service in Council is no longer required and the position is no longer needed as a result of organisational change and does not include the following:
 - (i) where an Employee terminates employment before the expiration of the notice period without prior approval of the CEO, which approval shall not be unreasonably withheld; or
 - (ii) where an Employee suffers a permanent injury or illness which renders that Employee otherwise incapable of continuing in employment; or
 - (iii) where an Employee's services are terminated by reason of neglect of duty, abandonment of employment or misconduct; or
 - (iv) where an Employee has been engaged in a casual capacity or on a short term basis such as project employment; or

- (v) where an Employee has not been engaged for a continuous period of at least twelve (12) months.

34. Redundancy - involuntary

- 34.1 Council will, as soon as reasonably practicable after the decision to make a position redundant, advise the Employee and their relevant union of the decision. This advice will contain:
- (a) The reason for the position becoming redundant;
 - (b) The anticipated date of the redundancy;
 - (c) Estimate of the redundancy entitlements.
- 34.2 Council will meet with the affected Employee and relevant union as soon as possible after providing its advice to discuss the redundancy.
- 34.3 An Employee whose position has become redundant and who has not been redeployed as provided by clause 34, shall receive twenty-eight (28) days' notice of the redundancy coming into effect with the notice period either worked or a payment made by Council in lieu thereof.

35. Redeployment

- 35.1 Where Council has made a decision to make a position redundant, Council will identify any redeployment opportunities by reviewing all vacant positions. If a suitable position is found, Council will make an offer to the affected Employee.
- 35.2 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, and if no other redeployment options are found, the Employee will receive the redundancy entitlements as detailed in clause 37.
- 35.3 The redeployed Employee will be appointed to the alternative position's classification.
- 35.4 When the Employee accepts redeployment to a position that is a lower classification than their previous classification level, Council agrees to maintain the Employee's salary/wage at the classification level of the redundant position until:
- (a) A maximum of twelve (12) months lapses for an Employee employed by Council on or after 4 February 2020; or
 - (b) A maximum of three (3) years lapses for an Employee employed by Council prior to 4 February 2020; or
 - (c) The Employee is no longer employed by Council; or
 - (d) The Employee is appointed to a position where the wage / salary is equal to or more than the wage / salary of the redundant position.
- 35.5 Annual and long service leave entitlements accrued by the Employee prior to redeployment to a position at a lower classification, will be paid at the Employee's pre-redeployment rate of pay when the leave is taken or paid out until the pre-redeployment accrued leave entitlement is exhausted.
- 35.6 During the first twelve (12) weeks of the redeployment, the Employee and Council will assess the suitability of the redeployment. If either the Employee or Council determine that the redeployment is unsatisfactory or unsuitable the redeployment will come to an end and the Employee will receive the redundancy entitlements as detailed in clause 37.

36. Voluntary Redundancy

- 36.1 The CEO may invite, and approve at their sole discretion, applications from Employees for voluntary redundancy

where there are opportunities to review work practices and as a result reduce staffing numbers for delivery of particular services. Voluntary redundancies will be processed within fourteen (14) days of approval, unless another date is agreed between the parties.

36.2 An Employee whose position has become redundant and who has not been redeployed shall receive:

- (a) Payments provided for in clause 37;
- (b) Access to Redundancy entitlements provided for in clause 39; and
- (c) All usual termination of employment entitlements.

37. Redundancy Pay

37.1 Subject to Clause 37.2, upon termination under clause 34, an Employee will receive a redundancy pay of four (4) weeks' payment for each year of continuous service capped at 104 weeks and a proportionate amount for each incomplete year of service.

37.2 Employees with at least 26 years of continuous service with Council as at the date of certification of this Agreement, shall continue to receive a redundancy pay of four (4) week's payment for each year of continuous service with Council and a proportionate amount for each incomplete year of service uncapped.

37.3 The minimum redundancy payment shall be four (4) weeks' pay.

37.4 An Employee who has been employed by Council prior to 4 February 2020, shall be entitled to a payment of 50% of their accumulated and untaken Sick Leave entitlement at the Employee's ordinary rate of pay at the time of termination.

38. Early separation incentive payment (ESIP)

38.1 The ESIP is designed to enable Employees to elect to leave the service of Council, before the expiry of the redeployment/redeployment notice period.

38.2 Employees who express an interest in participating in the ESIP scheme will be required to submit an application within twenty-eight (28) calendar days of Council giving notice of the redundancy decision as required by this clause.

38.3 Applications may be rejected by the Council if acceptance would be detrimental to Council's operations.

38.4 The ESIP is the amount the Employee would have received had the Employee worked the balance of the redeployment/redeployment notice period, in lieu of notice. This incentive payment will be calculated at the ordinary rate of pay.

39. Other Redundancy related entitlements

39.1 An Employee shall have access to up to five (5) days leave with pay for the purpose of attending personal employment interviews during the redundancy notice period, provided that they have prior approval from their supervisor for the specific days.

39.2 Council will reimburse the costs of accessing a financial planning advice service through an accredited financial professional up to a maximum amount of \$600 (including GST).

PART 6 – WAGE RELATED MATTERS

40. Wage Increases

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

- (a) 2.50% effective from the 1st pay period following the establishment of a "Yes" vote on this Agreement, to be backdated to the 1st pay period in July 2022;

- (b) 3.00% effective from the 1st pay period following certification of this Agreement;
- (c) 4.00% effective from the 1st pay period following the 1st anniversary of certification of this Agreement; and
- (d) 3.50% effective from the 1st pay period following the 2nd anniversary of certification of this Agreement.

40.2 In the event that a new certified agreement is not agreed and/or certified prior to the expiry date of this Agreement, Council shall continue to pay a 3.00% wage increase effective from the 1st pay period following the 3rd anniversary of certification of this Agreement, and annually thereafter, until this Certified Agreement is terminated or replaced.

41. Schedules of Wages

41.1 The Weekly base rates of pay of all Employees covered by this Agreement are set out in APPENDIX 1.

42. Salary Increment Levels

42.1 Entry level appointments of Employees covered by Division 2 – Section 1 of Stream A Award shall be classified at classification level 2.1 as described by the classification criteria and characteristics of that level under Stream A Award.

42.2 Progression through the applicable salary increment levels of pay shall be in accordance with the provisions of the relevant Awards.

42.3 To progress between salary increment levels, an Employee must have satisfactory continuous service with Council in the preceding 12 months.

42.4 Breaks in service as described below are not considered as breaks in the Employee’s continuity of service for the purpose of determining the Employee’s eligibility to receive the Service Increment Payment. The duration of the break in service, however, shall not be counted as service for the purpose of calculating the Employee’s length of service.

- (a) Leave of absence e.g. where Council agrees to allow the Employee time off without pay including unpaid absences for sickness, injury, etc; or
- (b) Periods of absence relating to work injuries (i.e. workers’ compensation). While continuity of service is not considered broken, the time lost does not count as service for the purpose of clause 42 of this Agreement; or
- (c) Cessation of employment (either by the Employee or Council) due to illness or injury, provided that the Employee is re-employed by Maranoa Regional Council and the Employee was not employed by another employer during the period of absence. The period of absence shall not count as service.

43. Service Increment Payment (SIP)

43.1 Employees employed with Council (without any break of service) prior to 4 February 2020, shall be paid an SIP in recognition of the length of their service with Council. The SIP shall be in addition to their base rates of pay and paid in accordance with the length of service as follows:

Length of service with Council	Service increment payment
5 years to less than 10 years	\$5.00 per week
10 years to less than 15 years	\$7.50 per week
15 years to less than 20 years	\$10.00 per week
20 years to less than 25 years	\$12.50 per week
25 years to less than 30 years	\$15.00 per week
30 years and over	\$20.00 per week

PART 7 - Allowances and other payments

44. General

44.1 Employees covered by this Agreement shall only be paid allowances in accordance with this Agreement.

- 44.2 All allowances paid under this Agreement will be increased by the applicable wage increase provided by this Agreement from the 1st pay period following the 1st anniversary of certification. For the removal of doubt, all allowances that are paid as stipulated by the relevant award, will be paid as applicable by that Award.
- 44.3 Save for any Tool Allowances, Supervisors covered by Stream A Award, whilst supervising Employees covered by Stream B and C Awards, shall be entitled to be paid the same allowances as those claimed by Stream B and C Award Employees whilst so engaged.
- 44.4 A list of all allowances payable to employees covered by this Agreement is found in APPENDIX 2.

45. Allowances – Applicable to Employees covered by Stream B Award (as a term of this Agreement)

45.1 All-purpose allowance

- (a) Employees appointed to positions within the following teams, shall be paid an All-Purpose Allowance of \$16.33 per week:
- (i) Town & Surrounds / Roma Parks & Gardens / Urban Streets, Drainage & Footpaths (Roma)
 - (ii) Airports
 - (iii) Saleyards
 - (iv) Bassett Park
- (b) The All-Purpose Allowance is paid to promote multiskilling and in recognition Employees performing a number of tasks from time to time including:
- (i) Use of poisons for the spraying of weeds;
 - (ii) Removal of dead animals;
 - (iii) Use of chain saws;
 - (iv) Cleaning.
- (c) The All-Purpose Allowance shall be paid in lieu of the Poison Sprays Allowance and any incidental allowances that would otherwise have been payable under the clause 30 Stream B Award, Division 2 - Section 5 (Operational Services), unless otherwise expressly provided for in this Agreement.

45.2 Cleaning allowance

- (a) Employees appointed to a position of cleaner shall be paid an allowance of \$46.26 per week.
- (b) The Cleaning Allowance is paid in lieu of the Toilet Cleaning Allowance payable under the Stream B Award, Division 2 - Section 5 (Operational Services) and any other incidental allowances, unless otherwise expressly provided for in this Agreement.

45.3 Rural Lands Allowance

- (a) Employees appointed to positions within the Rural Lands team shall be paid a Rural Lands Allowance of \$66.69 per week.
- (b) This allowance has been calculated having regard to the diverse services performed in the role from time to time including but not limited to:
- (i) use of poisons (e.g. spraying pest weeds and wild dog baiting);
 - (ii) use and transport of personal horses and equipment for Council services and projects;
 - (iii) repairs and maintenance of bores and fencing.
- (c) The Rural Lands Allowance is intended to be paid in lieu of the Poison Sprays, Tool and Construction, Reconstruction, Alteration, Repair and/or Maintenance Allowances and any incidental allowances that would have otherwise been payable under Stream B Award, Division 2 - Section 5 (Operational Services), unless otherwise as expressly provided for in this Agreement.

45.4 Landfill and transfer stations allowance

- (a) Employees appointed wholly or mainly to positions at one of Council's landfill or transfer stations shall be paid a Landfill & Transfer Stations Allowance of \$69.90 per week.
- (b) This allowance has been calculated having regard to the conditions in which the role is performed including but not limited to:
 - (i) dirt
 - (ii) Dust
 - (iii) handling and movement of waste
- (c) The Landfill & Transfer Stations Allowance has been calculated having regard to the Rubbish Dumps Allowance and the Construction, Reconstruction, Alteration, Repair and/or Maintenance Allowance. The allowance is intended to be paid in lieu of any incidental allowances that would have otherwise been payable under Stream B Award, Division 2 - Section 5 (Operational Services), unless otherwise expressly provided for in this Agreement.

45.5 Leading Hand allowance

- (a) An Employee appointed by Council to be in charge of other Employees shall be paid an allowance of \$10.89 per day. This allowance shall not apply to any Employee engaged in the operation and or control of an installation (such as a treatment plant or swimming pool) or where the Employee's position requires that they work in conjunction with an assistant.

46. Allowances – Applicable to Employees covered by Stream B and C Awards (as a term of this Agreement)

46.1 Asbestos Allowance

- (a) Subject to clause 46.2, an Employee required to use materials containing asbestos or to work in close proximity to Employees using such materials, or are exposed to asbestos whilst performing their normal duties, shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus), such employees shall be paid an additional \$5.00 per day whilst so engaged.
- (b) Employees in the following work areas, and their supervisors covered by Stream A Award, shall be entitled to claim the Asbestos allowance under clause 46.1(a):
 - (i) Water, Sewerage and Gas; and
 - (ii) Waste Facilities.
- (c) Notwithstanding clauses 46.1 (a) and (b), the Asbestos allowance will be paid to Employees who have been trained in handling and/or eradicating Asbestos and are required to perform the duties as described in clause 46.1(a). Employees claiming the allowance must provide evidence of encountering asbestos to the satisfaction of council and in compliance with all safety requirements.

46.2 Construction, reconstruction, alteration, repair and/or maintenance allowance

- (d) Employees undertaking construction, reconstruction, alteration, repair and/or maintenance work (as defined in clause 13.2(c) of the Stream B Award) shall be paid an allowance of \$35.34 per week.

46.3 Camping meals and expense allowance

- (a) The following clauses pertain to instances where an Employee is required for work purposes to be absent overnight from their ordinary place of residence, and required to live in a camp situation.
- (b) For the purposes of clause 46.3:
 - (i) absent overnight is where the Employee is required to be absent for the night following the evening dinner meal.
 - (ii) camp means dedicated accommodation provided by Council for its Employees in the locations of Injune, Begonia, Dunkeld, off Bargunyah Road / Bollon (and other camps that may be established

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from time to time) and may also include portable accommodation (including caravans) and other commercial accommodation establishments / workers' camps where approved by Council for project specific Employee accommodation.

- (c) Where an Employee is required for work purposes to be absent overnight from their ordinary place of residence, is required to live in a camp situation and provide for their own meals, the Employee shall be paid a Camping Meals and Expense Allowance. The allowance shall be \$59.87 per day for year 1, \$62.26 per day for year 2 and \$64.44 per day for year 3 of the Agreement.
- (d) The allowance has been determined using the following nominal amounts as the basis for the calculation but is paid as a lump sum with non-separable portions:

	Year 1	Year 2	Year 3
Breakfast	\$10.00	\$10.00	\$10.00
Lunch	\$10.00	\$10.00	\$10.00
Dinner	\$29.87	\$32.26	\$34.44
Other minor expenses	\$10.00	\$10.00	\$10.00
Allowance	\$59.87	\$62.26	\$64.44

- (e) An Employee is expected to expend their daily allowance in whatever way each Employee deems meets their individual needs and no further claim for expenses related to that day spent away from home shall be made by the Employee.
- (f) To remove any doubt, an Employee receiving Camping Meals and Expense Allowance in accordance with clause 46.3, shall not be entitled to be paid the Camping Incidental Allowance referred to in clause 46.4. This is because the Employee has already been provided an expenses allocation at Council's expense.

46.4 Camping incidental allowance

- (a) Where an Employee is required for work purposes to be absent overnight from their ordinary place of residence and required to live in a camp situation where meals are provided by Council, the Employee shall be paid an allowance of \$20.68 per day to cover the incidental costs of being away from home (e.g. phone and data expenses / internet downloading, light snacks and beverages etc).
- (b) An Employee is expected to expend their daily allowance in whatever way each Employee deems meets their individual needs and no further claim for incidental costs related to that day spent away from home shall be made by the Employee.
- (c) Where, for personal reasons, an Employee is required to return home for a night during a period that they would have otherwise been required to live in camp, the Employee will still be entitled to the Camping Meals and Expense Allowance or Camping Incidental Allowance, provided that:
- there is agreement between Council and the Employee to leave the camp site; and
 - unless in the case of emergencies, the Employee travels to and from the worksite in their own time and makes prior arrangements for their own transport.

47. Allowances - Applicable to Employees covered by C Awards (as a term of this Agreement)

47.1 Synthetic Fluids and Coolants Allowance

- (a) Employees who, in their daily duties, handle synthetic oil fluids and/or coolants while maintaining and repairing power steering units, braking systems, automatic transmissions, and air conditioning unit, shall be eligible to claim an additional allowance of \$0.38 per hour, whilst so engaged.
- (b) The allowance mentioned in clause 47.1(a) is paid to suitably qualified and accredited mechanics/fitters, trades assistants and apprentices.

47.2 Licensed Trade Allowance

- (a) Employees who are required by Council to hold an Electrical or Plumber and/or Drainer regulatory trade licence in order to perform the inherent requirements of their role/s, shall be paid an additional allowance

of \$20.00 per week.

- (b) Where an Employee is paid the allowance stipulated by clause 47.2(a), the Employee shall bear their own cost attached to acquiring or renewing such trade licence/s.

48. Allowances payable by virtue of Stream B and C Awards (as a term of the Awards)

48.1 The following allowances will be payable during the term of this Agreement as per the provisions of the relevant Award/s to Employees who are entitled under the Award/s to receive such allowances:

- (a) Live Sewage Work Allowance, which is payable in lieu of the work under unpleasant conditions allowance which is described in clause 13.29 of Division 2 – Section 1 (Building Trades Services) of Stream C Award;
- (b) Tool Allowance (excluding Rural Lands which is separately catered for in clauses 45.3).

49. Allowances and other payments – All Employees

49.1 Travelling outside the region for work purposes

- (a) Where an Employee is required to travel outside the region for work purposes (e.g. seminars/conferences/other training or meetings), all reasonable travelling and/or out-of-pocket expenses including meals incurred by an Employee in the course of the Employee's duties shall be reimbursed by the Council.
- (b) An Employee required to travel as part of the Employee's duties at hours outside the prescribed ordinary hours of duties shall be paid for such travelling time at ordinary rates Monday to Friday inclusive and at time and-a-half on Saturdays, Sundays and public holidays. This is provided that such payment shall not exceed pay as for eight (8) hours on any day.

49.2 Travelling within the region for work purposes

The parties agree that all Employees covered by this Agreement required to travel at hours outside the prescribed ordinary hours of duties shall be paid for such travelling time at overtime rates or accrued and later taken as Time Off In Lieu (TOIL). All travel within the prescribed ordinary hours of duty will be paid at ordinary time.

49.3 First aid / fire warden / safety representative allowance

- (a) An Employee who is appointed and designated to perform one or more of the roles below shall receive an allowance of \$20.51 per week:
 - (i) First Aid Officer
 - (ii) Fire Warden
 - (iii) Health & Safety Representative
- (b) To be eligible for the payment the Employee appointed must be a full-time Employee.
- (c) Where an audit (either internal or external) has identified that the Employee has failed to perform one or more of their responsibilities or duties of their roles as determined from time to time by the CEO or delegate, the allowance will be discontinued.

49.4 Maranoa locality allowance

In addition to remuneration otherwise payable under this Agreement, an Employee shall be paid a locality allowance being \$72 per fortnight.

49.5 After hours service

- (a) Council will have arrangements in place to ensure adequate resources are available to respond in accordance with the service levels approved by Council in any after hours events/incidents.
- (b) For the purpose of clause 49.5 there are four (4) types of roles that may be included in the After Hours Roster and After Hours contact information.
- (c) Employees may fulfil a single or dual role dependent upon their skill level and position:

<p>(a) Customer service</p>	<p>Where an Employee may be engaged to provide Customer Service responsibilities including but not limited to answering the 1300 007 662 number, logging requests in the Customer Request System, allocating to the nominated On-call officer, keeping in touch with the responding Employee (if working remotely or alone after hours), and updating the Customer if required.</p>
<p>(b) On-call Coordination and communication (e.g. Telephone, E-mail, Laptop/Tablet) (Roster)</p>	<p>Where an employee, in addition to their normal role during ordinary business hours, is required by Council to provide additional coordination or communication function out of hours.</p> <p>This may include, but not be limited to:</p> <ul style="list-style-type: none"> • Receiving and ‘triaging’ calls – identifying the nature of the call, level of emergency and timeframe for response. • Arranging response by a pre-qualified or preferred Council supplier to undertake work. • Contacting/engaging rostered on-call team members to undertake after hours work (physical response) in accordance with Council’s service levels, and additional employees/team members if required. • Making or receiving calls to/from employees who are undertaking work (including monitoring the safe return of employee/s to home at conclusion of a call out). • Ensuring requests received are logged in Council’s Customer Request System noting the customer’s name, date, time and details of the call and updating the request if required.
<p>(c) On-call Availability to physically attend a work site to undertake work (Roster)</p>	<ul style="list-style-type: none"> • This is where an Employee is rostered to be contactable and available to return to work to perform additional hours of work (i.e. in addition to their ordinary hours of duty). • Depending on the position (e.g. Airport, Community Safety, Water, Sewerage & Gas) the employee rostered may also provide the coordination function.
<p>(d) Call out/Recall Required to physically attend a work site to undertake work (Return to work)</p>	<p>At times there may be circumstances where additional assistance is required, in addition to those rostered to be on-call.</p> <p>Expressions of interest will periodically be called from new or continuing Employees who are interested in undertaking additional work (overtime) if required.</p>

49.6 After hours service rostering

- (a) An organisation-wide roster system will be maintained with details of the After Hours Service arrangements, and contact details for the pool of additional Employees who have registered through the Expression of Interest process.
- (b) In the case of an Employee who has a position description that includes one of these role types as a requirement of the position, the Employee will be required to have a roster that allows for regular breaks from roster duties and takes into consideration work/life balance needs of the Employee.
- (c) Assignment of Employees to the after hours’ roster will be undertaken on a consultative basis between management and Employees, having due regard to principles of reasonable direction, Employee well-being and equitable distribution of roster responsibilities.
- (d) Any Employee subject to clause 49.6, who cannot be reasonably contacted or refuses to perform work associated with the after hours’ roster, without a legitimate reason to the satisfaction of Council, will forfeit any payments and/or allowances provided for within clause 49.8 for any such instance.

- (e) If the Employee is required to form part of the after hours' roster as a mandatory requirement of the position, and fails to do so without reasonable excuse and approval of their Manager, they may be considered as no longer fulfilling the mandatory requirements of their position and therefore Council may terminate the individual's employment.

49.7 Work response vehicle responsibilities

- (a) Where Employees are required by Council to have access to a vehicle to ensure prompt response to after hours' work requirements, a vehicle may be allocated to the Employee, with the written approval of the CEO. These vehicles will be clearly marked as 'After Hours On-Call Vehicle' so they can be readily identifiable if home garaged.
- (b) Such home garaging will be limited to when the Employee is on the after hours' roster, with a register maintained by the CEO or delegate recording where vehicles will be home garaged. Use will not extend to anything other than travel to and from a callout (after hours) and work sites (during ordinary work time).

49.8 After hours service payments

- (a) An Employee directed to perform duties for the After Hours Service outside their ordinary working hours, and is able to perform work shall be entitled to the payments detailed in Table 1.
- (b) An Employee shall not be considered to be on call due solely to a customary arrangement whereby the Employee returns to Council's premises outside ordinary hours to perform a specific job outside of ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. The mere provision of electronic means for contact or to perform work remotely does not in itself justify entitlement to the allowance.
- (c) For the purposes of this clause, to be eligible for payment of the allowance, the Employee must be contactable and able to fulfil the duties of their role within a reasonable period of time.

Table 1 – After hours' payments (on-call/availability payments)

(a) Customer Service	Payment will be consistent with their Conditions of Employment and this Agreement.	
(b) On-call Rostered coordination / communication (e.g. Telephone, E-mail, Laptop, Tablet)	Allowance	
	Monday to Friday	\$21.77 per day
	Saturday	\$32.66 per day
	Sunday or Public Holiday	\$54.43 per day
	<p>Overtime</p> <p>If an Employee is required to perform work from home or remotely (i.e. is not required to travel to a work site / workplace), all work performed on that day shall be paid at the overtime rates prescribed in this agreement clause from the time the Employee commences the work until such time as the Employee finishes the work.</p> <p>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 and a half (1 ½) hour's salary at applicable overtime rates.</p> <p>Payment for any additional work performed on that day (e.g. receiving or making additional telephone calls) will apply where the total duration of the work performed on that day exceeds one and a half (1 ½) hours.</p> <p>Example 1: The Employee receives and/or makes five (5) telephone calls each of five (5) minutes duration (i.e. total duration of twenty-five (25) minutes) the employee will be paid one and a half (1 ½) hours at overtime rates in addition the applicable daily On-call Allowance.</p> <p>Example 2: The Employee receives and/or makes six (6) telephone calls</p>	

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	each of twenty (20) minutes duration, (i.e. total duration of two (2) hours) the employee will be paid two (2) hours at overtime rates in addition to the applicable daily On-Call Allowance.
	In the event that the Employee is rostered on-call on a public holiday, an additional day's leave will be credited to the Employee's leave balance.

<p>(c) On-call</p> <p>Rostered availability to physically attend a work site to undertake work (Roster)</p>	Allowance	
	Monday to Friday	\$21.77 per day
	Saturday	\$32.66 per day
	Sunday or Public Holiday	<p>Payment for an ordinary working day of 8 hours reduced by the actual amount of time worked.</p> <p>For example: For 2 hours of work performed, the allowance will be 6 hours at ordinary time rates (Refer below for overtime payments for 2 hours).</p> <p>Note: If the duration of work exceeds 8 hours, no additional reduction beyond 8 hours will occur – e.g. where 9 hours of work are performed, no allowance will be paid (the overtime provisions of this clause will continue to apply).</p>
	Overtime & minimum callouts	
	Monday to Friday	<p>Where an Employee is required to physically attend the worksite to perform work, the Employee will be paid as follows:</p> <p><u>First minimum payment:</u></p> <ul style="list-style-type: none"> (i) Minimum 3 hours at the rate of time and one-half, regardless of the time spent at work during this callout. (ii) If the Employee returns to work prior to the <u>end</u> of the <u>first 3</u> hours minimum callout period on any day, the Employee shall be paid for the actual time worked at the rate of time and one-half. <p><u>Second minimum payment:</u></p> <ul style="list-style-type: none"> (i) If the Employee is required to return to work <u>after</u> 3 hours following the <u>commencement</u> of the <u>first 3</u> hours minimum callout period, the Employee shall be paid an additional minimum payment of 3 hours at the rate of time and one-half. (ii) If the Employee returns to work <u>after</u> the <u>end</u> of the <u>second</u> minimum 3 hours callout period within any day, the Employee shall be paid for the actual time worked at the rate of time and one-half. <p>The minimum 3 hours payments will be paid maximum twice on any one day. with additional returns to work being paid for at the actual time worked at time and one-half.</p> <p>A “day” for the purpose of this provision means 00:00 (midnight) to 24:00 (midnight) on any day (Monday to Friday).</p>

	<p>Saturday</p>	<p>Where an Employee is required to physically attend the worksite to perform work, the Employee will be paid as follows:</p> <p><u>First minimum payment:</u></p> <ul style="list-style-type: none"> (i) Minimum 3 hours at the rate of time and one-half, regardless of the time spent at work during this callout. (ii) If the Employee returns to work prior to the <u>end</u> of the <u>first 3</u> hours minimum callout period on any day, the Employee shall be paid for the actual time worked at the rate of time and one-half. <p><u>Second minimum payment:</u></p> <ul style="list-style-type: none"> (i) If the Employee is required to return to work <u>after</u> 3 hours following the <u>commencement</u> of the <u>first 3</u> hours minimum callout period, the Employee shall be paid an additional minimum payment of 3 hours at the rate of time and one-half. (ii) If the Employee returns to work <u>after</u> the <u>end</u> of the <u>second</u> minimum 3 hours callout period within any day, the Employee shall be paid for the actual time worked at the rate of time and one-half. <p>The minimum 3 hours payments will be paid maximum twice on any one day. with additional returns to work being paid for at the actual time worked at time and one-half.</p> <p>A “day” for the purpose of this provision means 00:00 (midnight) to 24:00 (midnight) on Saturday.</p> <p>Where the Employee is on-call on a Friday, and performs work past 24:00 on Friday, the Employee shall be paid the overtime rate applicable on the day that the majority of work was performed.</p>
	<p>Sunday and Public Holidays</p>	<p>Where an Employee is required to physically attend the worksite to perform work, the Employee will be paid as follows:</p> <ul style="list-style-type: none"> (i) Minimum 4 hours at the rate of double time, regardless of the time spent at work during this callout. (ii) If the Employee is required to return to work more than 4 hours following the commencement of the callout, the Employee shall be

		<p>paid for the actual time worked at the rate of double time.</p> <p>A “day” for the purpose of this provision means 00:00 (midnight) to 24:00 (midnight) on Sunday or Public holiday.</p> <p>Where the Employee is on-call on a Saturday or a day that is not a public holiday, and performs work past 24:00 (midnight) on Saturday or a public holiday, the Employee shall be paid the overtime rate applicable on the day that the majority of work was performed.</p>
	<p>To remove any doubt, in the event where an employee fulfils both the coordination and rostered on-call role they will be paid the daily allowance equal to those Employees required to attend a work site.</p>	
<p>(d) Call out/Recall</p> <p>Required to physically attend a work site to undertake work (Return to work – Not On-call)</p>		<p>If an Employee is required to travel to a work site / workplace to perform work but is not On-call, all work performed by the employee shall be paid for at the overtime rates prescribed in the section (c) of Table 1, from the time of leaving home to commence work until the time the employee returns home.</p> <p>In this situation the employee would not be entitled to receive the daily on-call allowance.</p> <p>Employee shall be entitled to the same minimum callouts and applicable overtime rates described in section (c) of Table 1 of clause 49.8(c).</p>

49.9 Motor Vehicle allowance

Employees who are required to use their own motor vehicles shall be entitled to be paid the Motor Vehicle allowance as applicable by the relevant Award/s.

49.10 Reimbursement for safety boots

Council will reimburse Employees for the cost of safety boots to the maximum amount of \$250.36 (including GST) per annum in accordance with the safety boot provisions of Council’s approved Personal Protective Equipment Policy.

49.11 Higher duties

Higher duties are only payable when:

- (a) an Employee covered under Stream A Award has been requested (assigned / directed / instructed) to wholly or mainly perform duties of a higher level for more than one (1) day; or
- (b) an Employee covered under Stream B Award and Stream C Award has been requested (assigned / directed / instructed) to wholly or mainly perform duties of a higher level for more than two (2) hours.

PART 8 – WORKING ARRANGEMENTS – ALL EMPLOYEES

50. Time off in lieu (TOIL)

50.1 Upon approval by the CEO or the CEO Delegate, Employees requested to work overtime may elect to have that time acquitted as Time Off In Lieu (TOIL) instead of payment for overtime.

50.2 Where the Employee elects to have TOIL for working on a public holiday, the TOIL balance shall accrue at the

same rate applicable at the public holiday.

- 50.3 Upon an Employee's request, Council shall make available to the Employee, the Employee's salary and attendance records clearly specifying whether overtime is paid at the overtime penalty rate or granted as TOIL. TOIL shall be accrued and taken on a time for time basis.
- 50.4 The taking and payment of approved TOIL shall be subject to the following:
- (a) An Employee may bank up to an equivalent of five (5) days in any six (6) calendar months period. An Employee who selects not to utilise their banked TOIL within six (6) calendar months of working such TOIL, will have their TOIL balance for that six (6) calendar month period paid out at a single time rate (100%) at the next pay period.
 - (b) An Employee who is unable to utilise their banked TOIL within six (6) calendar months, due to a refusal by Council, will have their banked TOIL paid out at the overtime rates applicable at the time of accruing TOIL at the next pay period Employee. Where the Employee had approved TOIL but was unable to access it due to Council request for operational needs, the Employee may elect to have that TOIL paid out at the applicable overtime rate or have the accrued TOIL "roll over" onto the next six (6) calendar months period for accessing.
 - (c) Council may direct an Employee to utilise their banked TOIL upon giving fourteen (14) days written notice.
 - (d) Subject to clause 50.4(a) and (b), TOIL balances will be reviewed bi-annually and any TOIL balances in excess of five (5) days will be paid out at ordinary time rates in July and January of each year.

51. 9 Day Fortnight - Stream A Award Employees (other than supervisors of Stream B and C Award Employees)

- 51.1 All Full-Time Employees covered by this Agreement shall work a 9-day fortnight cycle with additional hours as per an agreed roster to accrue a Rostered Day Off (RDO).
- 51.2 Subject to clause 51.3, to accrue the RDO, Full – Time Employees covered by Stream A Award, other than supervisors of Employees covered by Stream B and C Awards, will work an agreed roster for each work cycle that must include:
- (a) a minimum of thirty (30) minute unpaid break for lunch;
 - (b) eight 8 hours per working day for eight (8) days within the fortnight (including one mid-morning break of twenty (20) minutes); and
 - (c) eight 8 hours and 30 minutes on the ninth day within the fortnight (including one mid-morning break of twenty (20) minutes).
- 51.3 No two (2) Employees who are employed at the same work unit, can access an RDO on the same day, unless with the approval of the relevant Director.

52. 9 Day Fortnight - Stream B and C Award Employees and their supervisors

- 52.1 To accrue the RDO, Full – Time Employees covered by Stream B and C Awards and their supervisors covered by Stream A Award, will work a 9-day fortnight cycle with additional hours as per an agreed roster to accrue an RDO, to be taken each fortnight on a Monday or a Friday. An agreed roster for each work cycle that must include:
- (a) a thirty (30) minute unpaid break for lunch;
 - (b) eight (8) hours and 30 minutes per working day for eight (8) days within the fortnight (including one mid-morning break of twenty (20) minutes); and
 - (c) eight (8) hours on the ninth day within the fortnight (including one mid-morning break of twenty (20) minutes).

53. 9 Day Fortnight – All employees

- 53.1 RDOs shall not accrue whilst the Employee is on any period/s of leave.
- 53.2 Council may temporarily suspend the taking of RDOs during periods of intense activity by agreement between the CEO and Employees. Rostered Days Off that would normally be taken during a period of suspension, may be banked and taken at a time more convenient to Council operations. Banked RDOs will be payable only at ordinary time rates.
- 53.3 Unless otherwise approved by the CEO or the CEO delegate, Employees shall be entitled to bank a maximum of five (5) RDOs in any six (6) months period.
- 53.4 Subject to clause 53.5, RDO balances will be reviewed bi-annually and any RDO balances in excess of five (5) days will be paid out at ordinary time rates in July and January of each year.
- 53.5 Employees required to work on a scheduled RDO may elect to be paid for working on that day at overtime rate, or have that RDO re-allocated to a mutually agreeable day without attracting penalty rates and be paid for work performed on that day at ordinary time.

54. Fatigue Management

- 54.1 An employee must access ten (10) consecutive hours off duty following working overtime (between the termination of ordinary work on one day and the commencement of ordinary work on the next day). Subject to clause 54.2, the Employee shall be released after completion of such overtime until they access ten (10) consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.
- 54.2 If, on the instructions of Council, an Employee resumes or continues work without having had ten (10) consecutive hours off duty in accordance with clause 54.1, the Employee shall be paid double time until released from duty for ten (10) consecutive hours, without loss of pay for ordinary working time occurring during such absence.
- 54.3 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 shall then determine if the Employee should be sent home until the 10-hour break period has been met.
- 54.4 In instances where the Employee has received multiple calls during the period of overtime as described in clause 54.1, Employees are to liaise with their supervisor in relation to an appropriate start time having regard to the amount of disrupted sleep.
- 54.5 Supervisors shall have the discretion of allowing Employees an additional rest period in circumstances where the 10-hour break rule does not apply.

55. Meal breaks

- 55.1 The parties agree to a more flexible arrangement for the purpose of taking meal breaks. These flexible arrangements shall apply without attracting penalty rates, and include:
- (a) by mutual agreement, bringing forward or delaying the lunch break up to one (1) hour for job completion, provided that agreement should not be unreasonably withheld.
 - (b) staggered lunch break which may assist in reaching the timetable for job completion.
- 55.2 The payment of an overtime penalty for an Employee working through their meal break is only to occur when such Employee has been directed to work through or conditions at the time required it (i.e. emergency situation (outside of declared emergencies)). The practice of taking a meal break outside of the defined timeframes, for the Employee's convenience, does not make it liable for overtime.

56. Meal breaks during overtime

- 56.1 In lieu of the meal breaks during overtime provisions of the relevant Award/s, an Employee required to continue working for more than two (2) hours after the ceasing time on any day or beyond 13:00 (1:00 pm) on a Saturday,

Sunday or Public Holiday, shall be paid an amount of \$27.21 in addition to the payment for overtime worked.

57. Close down of operations

- 57.1 The CEO may allow some or all work areas of Council to have a close down period based on operational and service delivery requirements. This may include but is not limited to the Christmas / New Year period and will have regard to school holidays.
- 57.2 Employees shall be given not less than ninety (90) days' notice of any intention by Council to implement a close down for their specific work area.
- 57.3 This will provide Council with the opportunity to efficiently manage the taking of leave entitlements. It will also provide Employees with the opportunity to potentially take advantage of school holidays.
- 57.4 During the period of the close down, Employees will use banked RDOs, TOIL, Annual Leave, Long Service Leave or Leave without pay for time off during a close down. Where an Employee has insufficient leave balances alternative work arrangements will be implemented.

58. Transition to retirement

- 58.1 Transition to retirement arrangements may be available to those Employees considering full-time retirement from the workforce, and who may consider a transition period to retirement.
- 58.2 Transition to retirement arrangements shall be in accordance with Council's *Transition to Retirement Policy* (as may be replaced or amended from time to time) and may vary between individuals as both individual and operational needs are considered.
- 58.3 Arrangements between Council and the Employee will be documented in writing confirming the agreed pattern of work required.
- 58.4 Arrangements may be varied by mutual agreement between the Employee and Council and any agreed variations will be documented in writing.
- 58.5 Accrued leave entitlement balances held immediately prior to accepting a transition to retirement arrangement will not be affected by accepting the transition to the retirement arrangement. On commencement of the transition to retirement arrangement, all leave will accrue in accordance with the relevant hours of work clause in this Agreement and/or the applicable Award/s.

APPENDIX 1 – Schedule of wages

<i>Queensland Local Government Industry (Stream A) Award – State 2017</i>										
Classification	Base rate of pay \$ <i>As at the expiry of the previous Agreement</i>		Base rate of pay \$ <i>Including 2.5% increase from to be backdated from date of “Yes” vote to the 1st pay period in July 2022</i>		Base rate of pay \$ effective from the 1st pay period following certification of the Agreement (3% increase)		Base rate of pay \$ effective from the 1st pay period following the 1st anniversary of certification of the Agreement (4% increase)		Base rate of pay \$ effective from the 1st pay period following the 2nd anniversary of certification of the Agreement (3.5% increase)	
	<i>Annual</i>	<i>Weekly</i>	<i>Annual</i>	<i>Weekly</i>	<i>Annual</i>	<i>Weekly</i>	<i>Annual</i>	<i>Weekly</i>	<i>Annual</i>	<i>Weekly</i>
Level 1, year 1	51,848.01	997.08	53,144.21	1,022.00	54,738.54	1,052.66	56,928.08	1,094.77	58,920.56	1,133.09
Level 1, year 2	52,493.67	1,009.49	53,806.01	1,034.73	55,420.19	1,065.77	57,637.00	1,108.40	59,654.29	1,147.20
Level 1, year 3	53,527.35	1,029.37	54,865.53	1,055.11	56,511.50	1,086.76	58,771.96	1,130.23	60,828.98	1,169.79
Level 1, year 4	54,494.98	1,047.98	55,857.35	1,074.18	57,533.08	1,106.41	59,834.40	1,150.66	61,928.60	1,190.93
Level 1, year 5	55,472.54	1,066.78	56,859.35	1,093.45	58,565.13	1,126.25	60,907.74	1,171.30	63,039.51	1,212.30
Level 1, year 6	56,341.44	1,083.49	57,749.98	1,110.58	59,482.48	1,143.89	61,861.77	1,189.65	64,026.94	1,231.29
Level 2, year 1 *	57,388.54	1,103.63	58,823.25	1,131.22	60,587.95	1,165.15	63,011.47	1,211.76	65,216.87	1,254.17
Level 2, year 2	58,482.37	1,124.66	59,944.43	1,152.78	61,742.76	1,187.36	64,212.47	1,234.86	66,459.91	1,278.08
Level 2, year 3	59,607.20	1,146.29	61,097.38	1,174.95	62,930.30	1,210.20	65,447.51	1,258.61	67,738.18	1,302.66
Level 2, year 4	60,356.88	1,160.71	61,865.80	1,189.73	63,721.78	1,225.42	66,270.65	1,274.44	68,590.12	1,319.04
Level 3, year 1	61,918.77	1,190.75	63,466.74	1,220.51	65,370.74	1,257.13	67,985.57	1,307.41	70,365.07	1,353.17
Level 3, year 2	62,321.95	1,198.50	63,880.00	1,228.46	65,796.40	1,265.32	68,428.25	1,315.93	70,823.24	1,361.99
Level 3, year 3	63,535.01	1,221.83	65,123.39	1,252.37	67,077.09	1,289.94	69,760.17	1,341.54	72,201.78	1,388.50
Level 3, year 4 #	64,747.46	1,245.14	66,366.15	1,276.27	68,357.13	1,314.56	71,091.42	1,367.14	73,579.62	1,414.99
Level 4, year 1	65,958.78	1,268.44	67,607.75	1,300.15	69,635.98	1,339.15	72,421.42	1,392.72	74,956.17	1,441.46
Level 4, year 2	67,171.82	1,291.77	68,851.12	1,324.06	70,916.65	1,363.78	73,753.31	1,418.33	76,334.68	1,467.97
Level 4, year 3	68,221.26	1,311.95	69,926.79	1,344.75	72,024.60	1,385.09	74,905.58	1,440.49	77,527.27	1,490.91
Level 4, year 4	69,433.73	1,335.26	71,169.57	1,368.65	73,304.66	1,409.71	76,236.85	1,466.09	78,905.14	1,517.41
Level 5, year 1	70,645.02	1,358.56	72,411.15	1,392.52	74,583.48	1,434.30	77,566.82	1,491.67	80,281.66	1,543.88
Level 5, year 2	71,693.89	1,378.73	73,486.24	1,413.20	75,690.82	1,455.59	78,718.46	1,513.82	81,473.60	1,566.80
Level 5, year 3	72,906.35	1,402.05	74,729.01	1,437.10	76,970.88	1,480.21	80,049.71	1,539.42	82,851.45	1,593.30
Level 6, year 1	74,926.94	1,440.90	76,800.11	1,476.93	79,104.12	1,521.23	82,268.28	1,582.08	85,147.67	1,637.46
Level 6, year 2	76,946.93	1,479.75	78,870.60	1,516.74	81,236.72	1,562.24	84,486.19	1,624.73	87,443.21	1,681.60

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Level 6, year 3	78,968.68	1,518.63	80,942.90	1,556.59	83,371.18	1,603.29	86,706.03	1,667.42	89,740.74	1,725.78
Level 7, year 1	80,989.26	1,557.49	83,013.99	1,596.42	85,504.41	1,644.32	88,924.59	1,710.09	92,036.95	1,769.94
Level 7, year 2	83,009.26	1,596.33	85,084.49	1,636.24	87,637.03	1,685.33	91,142.51	1,752.74	94,332.50	1,814.09
Level 7, year 3	85,029.84	1,635.19	87,155.59	1,676.07	89,770.25	1,726.35	93,361.06	1,795.41	96,628.70	1,858.24
Level 8, year 1	87,455.37	1,681.83	89,641.75	1,723.88	92,331.01	1,775.60	96,024.25	1,846.62	99,385.10	1,911.25
Level 8, year 2	89,879.71	1,728.46	92,126.70	1,771.67	94,890.50	1,824.82	98,686.12	1,897.81	102,140.14	1,964.23
Level 8, year 3	92,305.22	1,775.10	94,612.85	1,819.48	97,451.24	1,874.06	101,349.29	1,949.02	104,896.51	2,017.24
Level 8, year 4	94,580.57	1,818.86	96,945.08	1,864.33	99,853.44	1,920.26	103,847.57	1,997.07	107,482.24	2,066.97
Level 8, year 5	96,857.08	1,862.64	99,278.51	1,909.20	102,256.86	1,966.48	106,347.14	2,045.14	110,069.29	2,116.72

* Level 2.1 will become the entry level for all positions created after certification of this Agreement.

Only available if classified as at 1 January 2015.

Queensland Local Government Industry (Stream B) Award – State 2017										
Classification	Base rate of pay \$ <i>As at the expiry of the previous Agreement</i>		Base rate of pay \$ <i>Including 2.5% increase from to be backdated from date of “Yes” vote to the 1st pay period in July 2022</i>		Base rate of pay \$ effective from the 1 st pay period following certification of the Agreement (3% increase)		Base rate of pay \$ effective from the 1 st pay period following the 1 st anniversary of certification of the Agreement (4% increase)		Base rate of pay \$ effective from the 1 st pay period following the 2 nd anniversary of certification of the Agreement (3.5% increase)	
	<i>Annual</i>	<i>Weekly</i>	<i>Annual</i>	<i>Weekly</i>	<i>Annual</i>	<i>Weekly</i>	<i>Annual</i>	<i>Weekly</i>	<i>Annual</i>	<i>Weekly</i>
Labour Level 3	54,835.64	1,054.53	56,206.53	1,080.89	57,892.73	1,113.32	60,208.44	1,157.85	62,315.73	1,198.38
Plant Operator / Labourer Level 4	55,571.89	1,068.69	56,961.19	1,095.41	58,670.02	1,128.27	61,016.82	1,173.40	63,152.41	1,214.47
Plant Operator / Labourer Level 5	56,440.76	1,085.40	57,851.78	1,112.53	59,587.33	1,145.91	61,970.83	1,191.75	64,139.80	1,233.46
Multiskilled Plant Operator / Labourer Level 6	57,912.08	1,113.69	59,359.88	1,141.54	61,140.68	1,175.78	63,586.31	1,222.81	65,811.83	1,265.61
Multiskilled Plant Operator / Labourer Level 7	59,420.81	1,142.71	60,906.33	1,171.28	62,733.52	1,206.41	65,242.86	1,254.67	67,526.36	1,298.58
Multiskilled Plant Operator / Labourer Level 8	60,791.61	1,169.07	62,311.40	1,198.30	64,180.74	1,234.25	66,747.97	1,283.61	69,084.15	1,328.54
Grader Operator – Final Trim Level 9	62,300.34	1,198.08	63,857.85	1,228.04	65,773.58	1,264.88	68,404.53	1,315.47	70,798.69	1,361.51

<i>Queensland Local Government Industry (Stream C) Award – State 2017</i>										
Classification	Base rate of pay \$ <i>As at the expiry of the previous Agreement</i>		Base rate of pay \$ <i>Including 2.5% increase from to be backdated from date of “Yes” vote to the 1st pay period in July 2022</i>		Base rate of pay \$ effective from the 1 st pay period following certification of the Agreement (3% increase)		Base rate of pay \$ effective from the 1 st pay period following the 1 st anniversary of certification of the Agreement (4% increase)		Base rate of pay \$ effective from the 1 st pay period following the 2 nd anniversary of certification of the Agreement (3.5% increase)	
	Annual	Weekly	Annual	Weekly	Annual	Weekly	Annual	Weekly	Annual	Weekly
BW 1(a)	49,867.16	958.98	51,113.84	982.96	52,647.25	1,012.45	54,753.14	1,052.95	56,669.50	1,089.80
BW 1(b)	51,037.55	981.49	52,313.49	1,006.03	53,882.89	1,036.21	56,038.21	1,077.66	57,999.55	1,115.38
BW 1(c)	52,614.04	1,011.81	53,929.39	1,037.10	55,547.27	1,068.22	57,769.16	1,110.95	59,791.08	1,149.83
BW 1(d)	54,078.94	1,039.98	55,430.91	1,065.98	57,093.84	1,097.96	59,377.59	1,141.88	61,455.81	1,181.84
BW 2	56,440.76	1,085.40	57,851.78	1,112.53	59,587.33	1,145.91	61,970.83	1,191.75	64,139.80	1,233.46
BT 1	57,912.08	1,113.69	59,359.88	1,141.54	61,140.68	1,175.78	63,586.31	1,222.81	65,811.83	1,265.61
BT 2	59,420.81	1,142.71	60,906.33	1,171.28	62,733.52	1,206.41	65,242.86	1,254.67	67,526.36	1,298.58
BT 3	60,791.61	1,169.07	62,311.40	1,198.30	64,180.74	1,234.25	66,747.97	1,283.61	69,084.15	1,328.54
C14	49,867.16	958.98	51,113.84	982.96	52,647.25	1,012.45	54,753.14	1,052.95	56,669.50	1,089.80
C13	51,037.55	981.49	52,313.49	1,006.03	53,882.89	1,036.21	56,038.21	1,077.66	57,999.55	1,115.38
C12	52,614.04	1,011.81	53,929.39	1,037.10	55,547.27	1,068.22	57,769.16	1,110.95	59,791.08	1,149.83
C11	54,078.94	1,039.98	55,430.91	1,065.98	57,093.84	1,097.96	59,377.59	1,141.88	61,455.81	1,181.84
C10	56,440.76	1,085.40	57,851.78	1,112.53	59,587.33	1,145.91	61,970.83	1,191.75	64,139.80	1,233.46
C9	57,912.08	1,113.69	59,359.88	1,141.54	61,140.68	1,175.78	63,586.31	1,222.81	65,811.83	1,265.61
C8	59,420.81	1,142.71	60,906.33	1,171.28	62,733.52	1,206.41	65,242.86	1,254.67	67,526.36	1,298.58
C7	60,791.61	1,169.07	62,311.40	1,198.30	64,180.74	1,234.25	66,747.97	1,283.61	69,084.15	1,328.54
C6	63,816.06	1,227.23	65,411.46	1,257.91	67,373.81	1,295.65	70,068.76	1,347.48	72,521.16	1,394.64
C5	65,292.06	1,255.62	66,924.36	1,287.01	68,932.09	1,325.62	71,689.38	1,378.64	74,198.50	1,426.89
C4	66,840.51	1,285.39	68,511.52	1,317.53	70,566.87	1,357.06	73,389.54	1,411.34	75,958.18	1,460.73
C3	69,864.97	1,343.56	71,611.59	1,377.15	73,759.94	1,418.46	76,710.34	1,475.20	79,395.20	1,526.83
C2(a)	71,438.97	1,373.83	73,224.94	1,408.17	75,421.69	1,450.42	78,438.56	1,508.43	81,183.91	1,561.23
C2(b)	74,432.27	1,431.39	76,293.08	1,467.17	78,581.87	1,511.19	81,725.14	1,571.64	84,585.52	1,626.64

APPENDIX 2 - Applicable Allowances to all Employees covered by this Agreement (by coverage of the relevant Award/s)

Category of Employees	Name of allowance	Current allowance	Frequency of allowance	Allowance applicable from the 1 st pay period following certification (Increase of 8.85 %)	Increase of 4% on 1 st Anniversary of certification	Increase of 3.5% on 2 nd Anniversary of certification	Comment
Stream B Town & Surrounds / Roma Parks & Gardens / Urban Streets, Drainage & Footpaths (Roma) Airports Saleyards Bassett Park	All-purpose allowance	\$15.00	per week	\$16.33	\$16.98	\$17.57	As under EB
Stream B	Cleaning allowance	\$42.50	per week	\$46.26	\$48.11	\$49.80	As under EB
Stream B	Rural lands allowance	\$61.27	per week	\$66.69	\$69.36	\$71.79	As under EB
Stream B	Landfill and transfer stations allowance	\$64.22	per week	\$69.90	\$72.70	\$75.24	As under EB
Stream B	Leading hand allowance	\$10.00	per day	\$10.89	\$11.32	\$11.72	As under EB
Stream B and Stream C & their Stream A Award Supervisors	Asbestos allowance		Per day	\$5.00	\$5.20	\$5.38	As under EB
Stream B and Stream C & their Stream A Award Supervisors	Construction, reconstruction, alteration, repair and/or maintenance allowance	\$32.47	per week	\$35.34	\$36.76	\$38.04	As under EB
Stream B and Stream C & their Stream A Award Supervisors	Camping meals and expense allowance	\$55.00	per day	\$59.87	\$62.26	\$64.44	As under EB
Stream B and Stream C & their Stream A Award Supervisors	Camping Incidental Allowance	\$19.00	per day	\$20.68	\$21.51	\$22.26	As under EB
Stream B and Stream C & their Stream A Award Supervisors	Live Sewage Work Allowance	As per Award	As per Award	As per Award	As per Award	As per Award	Called into the EB from Award

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Stream B and Stream C	Tool Allowance	As per Award	As per Award	As per Award	As per Award	As per Award	Called into the EB from Award
All streams (as applicable)	First aid / fire warden / safety representative allowance	\$18.84	per week	\$20.51	\$21.33	\$22.07	As under EB
All streams (as applicable)	Reimbursement for safety boots	\$230.00	Per annum	\$250.36	\$260.37	\$269.48	As under EB
All streams	Maranoa locality allowance	\$72.00	per fortnight				As under EB
All streams	On-call allowance	See below					As under EB
Stream C	Synthetic Fluids Allowance	Currently not an entitlement	per hour (whilst so engaged)	\$0.38	\$0.40	\$0.41	Newly introduced into EB
Stream C	Licensed Trade Allowance	Currently not an entitlement	per week	\$20.00	\$20.80	\$21.53	Newly introduced into EB
All streams (as applicable)	Motor Vehicle	As per Award	As per Award	As per Award	As per Award	As per Award	As applicable under each Award
All streams (as applicable)	Travel allowance	As per Award	As per Award	As per Award	As per Award	As per Award	As applicable under each Award
All streams (as applicable)	Meal breaks during overtime	\$25	per day (whilst so engaged)	\$27.21	\$28.30	\$29.29	As under EB
On call allowance – All Employees							
Rostered coordination / communication (e.g. Telephone, E-mail, Laptop, Tablet)	Monday to Friday	\$20.00	per day	\$21.77	\$22.64	\$23.43	As under EB
	Saturday	\$30.00	per day	\$32.66	\$33.96	\$35.15	As under EB
	Sunday or Public Holiday	\$50.00	per day	\$54.43	\$56.60	\$58.58	As under EB
Rostered availability to physically attend a work site to undertake work (Roster)	Monday to Friday	\$20.00	per day	\$21.77	\$22.64	\$23.43	As under EB
	Saturday	\$30.00	per day	\$32.66	\$33.96	\$35.15	As under EB
	Sunday or Public Holiday	Payment for an ordinary working day of 8 hours reduced by the actual amount of time worked.					As under EB

SIGNATORIES

Signed for and on behalf of

MARANOA REGIONAL COUNCIL

Edwina Marks

Chief Executive Officer

In the presence of

Dale Alec Leslie Waldron

Date 13.07.2023

Signed for and on behalf of

The Australian Workers' Union of Employees Queensland (AWU)

Stacy Schinnerl

Secretary

In the presence of

Breanna Beattie

Date 20 July 2023

Maranoa Regional Council Certified Agreement 2023

Signed for and on behalf of

**The Construction, Forestry, Maritime, Mining And Energy Industrial Union of Employees, Queensland
(CFMEU)**

Kane Lowth

Assistant State Secretary

In the presence of

Emma Eaves

Date: 30.06.2023

Signed for and on behalf of

Queensland Services, Industrial Union of Employees (QSU)

Neil Henderson

Secretary

In the presence of

Jason Shepherd

Date 03.07.2023

Maranoa Regional Council Certified Agreement 2023

Signed for and on behalf of

Plumbers & Gasfitters Employees' Union of Queensland Union of Employees (PGEU)

Gary O'Halloran

Secretary

In the presence of

Janine Aitken

Date 20.07.23

Maranoa Regional Council Certified Agreement 2023

Signed for and on behalf of

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

Richard Olsen

Secretary

In the presence of

Helen Dalton-Bridges

Date 18.07.2023