

**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**

and

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

and

**Queensland Services, Industrial Union of Employees**

and

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

and

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

(Matter No. CB/2020/3)

**MARANOA REGIONAL COUNCIL CERTIFIED AGREEMENT 2019**

Certificate of Approval

On 4 February 2020 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *Maranoa Regional Council Certified Agreement 2019*

**Parties to the Agreement:**

- Maranoa Regional Council
- and
- The Australian Workers' Union of Employees, Queensland
- and
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- and

- Queensland Services, Industrial Union of Employees  
and
- Transport Workers' Union of Australia, Union of Employees  
(Queensland Branch)  
and
- Plumbers & Gasfitters Employees' Union Queensland, Union of  
Employees

**Amendments:** None

**Operative Date:** 4 February 2020

**Nominal Expiry Date:** 4 February 2023

**Previous Agreements:** *Maranoa Regional Council Officers Certified Agreement 2013*  
*Maranoa Regional Council Field Employees Certified Agreement 2012*

Dated: 4 February 2020

R.D.H. McLENNAN  
Industrial Commissioner



**Maranoa Regional Council  
Certified Agreement 2019**

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## PART 1 – APPLICATION AND OPERATION

### 1. Title

This agreement will be known as the *Maranoa Regional Council Certified Agreement 2019*.

### 2. Application

This Agreement shall apply to Maranoa Regional Council (Council) and all its employees under the Awards set out in clause 4, except for the Chief Executive Officer (CEO) and Senior Officer positions 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

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

- The Australian Workers' Union of Employees, Queensland (AWU)
- The Construction, Forestry, Maritime, Mining and Energy Industrial Union of Employees, Queensland (CFMEU)
- Queensland Services, Industrial Union of Employees (TSU)
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU)
- Plumbers & Gasfitters Employees' Union of Queensland, Union of Employees (PGEU)

### 4. Awards

The Awards that apply to this agreement are:

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

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

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

Training Wage Award-State 2012

### 5. Date and period of operation

This Certified Agreement shall operate, in accordance with its terms, for **three (3) years** from the date of certification.

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

### 6. Relationship to awards and industrial instruments

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Awards, as amended, provided that where there is any inconsistency between this Agreement and the Awards, this Agreement shall prevail to the extent of that inconsistency. Where this Agreement is silent the provisions of the Award shall apply.

### 7. Communication and positive employment relations

#### 7.1. Single bargaining unit (SBU)

For the purpose of negotiating and implementing a Certified Agreement on behalf of all unions and employees in accordance with the principles as set out in the *Industrial Relations Act 2016 (Qld)* a Single Bargaining Unit has been established.

#### 7.2. Maranoa Regional Council employee consultative committee (ECC)

##### 7.2.1. ECC establishment

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

##### 7.2.2. ECC purpose

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.

### 7.2.3. 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.

### 7.2.4. Structure and composition

The ECC comprises of Council's representatives, Union Delegates and Officials from the unions listed as parties to the Agreement who represent employees.

### 7.2.5. Employer/employee relationship policies

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

## 7.3. Positive employment relations

### 7.3.1. New employees

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.

### 7.3.2. Workplace delegates

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 relative Union that an employee has been appointed as a workplace delegate, the 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.

### 7.3.3. Conditions

Wherever possible, Employee Consultative Committee (EEC) 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.

### 7.3.4. Workplace delegate's leave

A workplace delegate shall be entitled to a 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.

### 7.3.5. Right of entry

An authorised industrial officer holding a current authority 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*. As such, an authorised industrial officer (officer) may enter a workplace at which the Council carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act, subject to the following conditions:

- (a) the officer has notified the employer or the employer's representative of the officer's presence;
- (b) the officer produces their authorisation, if required by the employer or the employer's representative.

- (c) clause (b) does not apply if, on entering the workplace, the officer discovers that the Council's representative having charge of the workplace is not present.
- (d) if the officer does not comply with a condition of clause (b), the officer may be treated as a trespasser.
- (e) an officer must not wilfully obstruct the Council or an employee during the employee's working time. A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.

#### 7.3.6. Meetings

Employees will be allowed reasonable time off with pay within working hours to attend up to four (4) union meetings per year (maximum of 4 per year and no longer than 2 hours each in duration) designed to improve employment relations with the employer.

Such meeting requests must be put into 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 impacts on Council's operations. Such approval for meetings is on the basis that employee attendance, whilst supported, is not compulsory.

#### 7.4. Consultation – introduction of changes

##### 7.4.1. Employer'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, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) of the Awards an alteration shall be deemed not to have significant effect.

##### 7.4.2. Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable prior to making the decision referred to in clause 11.1 of the Awards.
- (c) For the purpose of such consultation the employer 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 11.2(c) of the Awards the employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### 8. Grievance / dispute resolution

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.

##### 8.1. 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 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 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 (8.1(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.

## 8.2. Prevention and settlement of employee grievances and disputes – other than award or agreement matters

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, 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 employer 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.

- (d) Council may appoint another person to investigate the grievance or dispute. The employer may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's Supervisor or Manager.
- (e) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. 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.
- (f) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue.  
  
The status quo existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

## 9. Individual flexibility agreements (IFA)

### 9.1. IFA establishment

To meet the needs of Council and an individual employee, Council and an 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.

### 9.2. IFA process

The following process will be followed:

- (a) The employee, the employee's employee organisation (if applicable) and Council will consult and agree on arrangements to be implemented;
- (b) The arrangements need to meet the operational requirements of Council; and
- (c) Both parties agree to genuinely consider any reasonable agreement proposed.

### 9.3. IFA terms

The terms of an IFA must:

- (a) be in writing setting out the terms, including a predetermined duration of the agreement and 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.

## 10. Local area work agreements (LAWA)

### 10.1. LAWA establishment

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.

To meet the needs of Council and the relevant employees, Council and the employees may enter into a Local Area Work Agreement (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.

#### 10.2. LAWA process

Where Council and relevant work teams or individuals agree there is a need for flexible work agreements the following process will be followed:

- (a) Directly affected employees, relevant employee organisations (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 seventy-five percent (75%) of affected employees;
- (d) Both parties agree to genuinely consider any reasonable agreement proposed.

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

The terms of an LAWA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement and signed by Council and the relevant employees.

### 11. Major work agreements (MWA)

#### 11.1. MWA establishment

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.

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. The parties agree to consider the following but not be limited to:

- (a) Spreading ordinary hours over seven (7) days;
- (b) Ordinary hours at any time over the day;
- (c) Penalties for 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;
- (i) Arrangements generally about when work is to be performed.

#### 11.2. MWA process

The following process will be followed:

- (a) Council will confer with relevant employees to identify those employees who are prepared to consider changing their ordinary hours of work and span of hours;

- (b) Directly affected employees, relevant employee organisations (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 seventy-five (75%) of affected employees;
- (e) Both parties agree to genuinely consider any reasonable agreement proposed.

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

The terms of an MPA must be in writing setting out the terms, including a predetermined term of the agreement and provision for termination of the agreement and signed by Council and the relevant employees.

## PART 2 – EMPLOYMENT

### 12. Types of employment

An employee may be employed on a full-time, part-time, casual or fixed term basis or as defined in the relevant Award.

An employee employed on a fixed term basis is one who is engaged for a specific period of time or specific task.

### 13. Secondments

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.

The following process and conditions shall apply:

- (a) When opportunities arise, Council will offer secondments, where practical, 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;
- (d) In circumstances where the employee is seconded into a role applicable to a different Award stream or salary level, the employee will be retained within the Award stream or salary level applicable to their substantive role. (i.e. Where the new role has a salary less than the substantive role, an above Award payment will be made to provide salary equivalent to the substantive role.)

### 14. Employment security

Council is required to provide services to the community in an efficient manner. Council also is 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.

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 27;
- (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.



15. **Abandonment of employment**

- (a) 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.
- (b) Before an employee's employment is terminated for abandonment, Council shall make a reasonable effort to contact the employee.
- (c) Termination of employment for abandonment shall be effective from the date of the employee's last attendance at work or the employee's last day's absence with Council's consent.

**PART 3 – EMPLOYMENT BENEFITS**

16. **Salary sacrifice**

16.1. **Salary sacrifice superannuation contributions**

Council and an employee may agree in writing that the employee can sacrifice part of their salary to superannuation.

16.2. **Other salary sacrifice arrangements**

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.

16.3. **Salary sacrifice rules**

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 regards to any salary sacrifice proposal.

17. **Skills development and training**

17.1. **Skills development**

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

17.2. **Training**

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-a-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 the 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 employees and consistent with the skill development of each employee.



## PART 4 – LEAVE

### 18. Annual leave

#### 18.1. Annual leave entitlement

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;
- (b) 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.
- (c) Where an employee has more than ten (10) weeks of annual leave accumulated, Council and the employee shall arrange a program for the employee to take excess leave within a reasonable period of time.
- (d) 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.
- (e) Employees granted leave under these arrangements must have accrued the leave prior to it being taken.

#### 18.2. Purchase of annual leave (e.g. Saving for an extra week/s off)

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.

#### 18.3. Cashing out annual leave

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 four (4) weeks and can only request to cash out annual leave on two (2) occasions per calendar year or as approved by the CEO.

### 19. Personal leave

#### 19.1. Personal leave entitlement

All personal leave (including carer's leave) entitlements shall be in accordance with full provision of the applicable Award subject to the following conditions:

- (a) All employees (except casuals) are entitled to accrue fifteen (15) days paid sick leave (including carer's leave) per year of service (pro-rata for part-time employees) in accordance with the full provisions of the Award; and
- (b) A medical certificate from a registered health practitioner or other evidence to Council's satisfaction is required for absences greater than two (2) days of sick or carer's leave; and
- (c) 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 preferred method of contact is telephone call.

#### 19.2. Sick leave

##### 19.2.1. Regular pattern of sick leave

If it is deemed necessary by the CEO or CEO's delegate due to a regular pattern of sick leave which is not supported by a medical certificate or other evidence to Council's satisfaction, a medical certificate or other evidence to the Council's satisfaction will be required to be produced for any one (1) day of sick leave. It is

acknowledged that these regular patterns can be due to personal problems beyond the employee's control and this clause is clearly related to a potential abuse of sick leave and the intent is to open discussion between the employee and their Manager.

#### 19.2.2. Medical assessment for long term injured or sick employees

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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
- (e) Council will bear the cost of any specialist medical assessment requested under this clause.

### 20. Bereavement leave

#### 20.1. Immediate family

All bereavement leave entitlements for immediate family shall be in accordance with the full bereavement provisions of the *Industrial Relations Act 2016* subject to the following conditions:

- (a) All 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 paid by Council and two (2) days personal leave from the employee's accumulated leave entitlements.
- (b) A part-time employee is entitled to up to three (3) days bereavement leave without loss of pay, up to a maximum of twenty-four (24) hours on the same basis as prescribed for full-time employees except that leave is only available where a part-time employee would have normally been rostered to work.
- (c) Where an employee has exhausted all 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.

Immediate Family is defined as an employee's spouse or de facto spouse (of any sex), 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.

#### 20.2. Extended family

Where the bereavement relates to an extended family member being an aunt, uncle, cousin, niece or nephew, the employee may access up to five (5) days personal leave per occasion from the employee's accumulated leave entitlements.

### 21. Long service leave

#### 21.1. Long service leave entitlement

All long service leave entitlements shall be in accordance with full long service leave provisions of the *Industrial Relations Act 2016* (and any other relevant legislation) subject to the following conditions:

- (a) 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;
- (b) Long service leave may be accessed for periods of less than two (2) weeks if annual leave entitlements have been exhausted; and
- (c) Long service leave may be taken on a pro rata basis while in service on completion of seven (7) years continuous service with Council.

#### 21.2. Cashing out long service leave

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.

### 22. Parental leave

#### 22.1. Paid parental leave entitlements

Paid parental leave is in addition to any entitlement permissible under and in accordance with any other Government (State or Federal) relating to maternity or adoption and is available to a permanent full-time or part-time employee who is the primary care giver of the child subject to the following conditions:

- (a) Upon the birth or adoption of a child, full-time or part-time employees will be entitled to 10 weeks paid parental leave at their usual rate of pay.
- (b) Employees may take the paid parental leave at half-pay for twice the duration of the period specified in clause 22.1 (a).
- (c) Part-time employees are eligible for paid parental leave on a pro-rata basis of the average weekly hours for the preceding twelve (12) months.
- (d) Payment will commence upon the birth of the child and no lump sum payments shall be made.
- (e) An employee intending to take leave under this clause must provide written notice to Council in accordance with the provisions of the *Industrial Relations Act 2016*.
- (f) Parental Leave must be taken in a single unbroken period.

#### 22.2. Return to part-time work

In addition to any applicable Award entitlements, employees on parental leave shall be entitled to return to work on a part-time basis subject to an agreement with management that the change to part-time work can be accommodated without placing unreasonable demands on resources or compromising the achievement of work unit objectives. Management agrees to make every reasonable effort to accommodate the request for part-time work and will reach mutual agreement with the employee concerning how the part-time work arrangement will be implemented.

### 23. Leave without pay

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. An employee who is absent on approved leave without pay for three (3) months or more shall not accrue any personal leave, annual leave or other leave.

### 24. Emergency services leave

- (a) All employees (except casuals) engaged as a volunteer in a recognised emergency service organisation (e.g. Rural Fire Brigade) may be entitled to up to five (5) days paid Emergency Services Leave per year. This leave is not cumulative.
- (b) Employees who exceed the five (5) days will be allowed to use annual leave, banked RDOs or TOIL.

- (c) To avoid disruption to work, employees are 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.

25. Declared natural disaster leave

25.1. Declared natural disaster leave entitlement

Where any 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 subject to approval by the CEO or the CEO's delegate.

25.2. Application

- (a) Clause 25.1 would apply where employees are unable to:
  - (i) 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
  - (ii) 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.
- (b) Clause 25.1 would apply to declared natural disasters to undertake the following activities:
  - (i) ensure protection of family, property and livestock;
  - (ii) secure their residence and belongings;
  - (iii) undertake temporary or emergency repairs; and/or
  - (iv) clean up to restore their dwelling to a habitable state.
- (c) 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.

26. Domestic and family violence leave

Council recognises the impact of domestic and family violence on affected persons and acknowledges its obligations under the *Industrial Relations Act 2016*. Domestic and family violence matters will be managed in accordance with the *Industrial Relations Act 2016* and Council's *Support for Employees Affected by Domestic and Family Violence Policy*.

## PART 5 – WORKPLACE CHANGE

27. Redundancy / redeployment

27.1. Objectives

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 retrain employees whose positions have become redundant where necessary;
- (c) To pay monetary compensation to employees whose positions have become redundant and who are unable to be redeployed; and
- (d) To assist employees to find employment outside the service of the Council.

## 27.2. 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.

## 27.3. Redundancy involuntary

### 27.3.1. Redundancy decision

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.

Council will meet with the affected employee and relevant union as soon as possible after providing its advice to discuss the redundancy.

### 27.3.2. Redundancy notice

An employee whose position has become redundant and who has not been redeployed as provided by clause 27.4 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.

## 27.4. Redeployment

### 27.4.1. Redeployment options

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.

### 27.4.2. Redeployment offer

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 27.6.

### 27.4.3. Redeployment classification

The redeployed employee will be appointed to the alternative position's classification.

### 27.4.4. Salary maintenance

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 employees employed by Council on or after the commencement of this Certified Agreement; or

- (b) A maximum of three (3) years lapses for employees employed by Council prior to the commencement of this Certified Agreement; 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.

#### 27.4.5. Accrued leave entitlements

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.

#### 27.4.6. Redeployment review period

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 27.6.

#### 27.5. Redundancy voluntary

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.

#### 27.6. Redundancy entitlements

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

- (a) Payments provided for in **clauses 27.7 and 27.8.**
- (b) Access to Redundancy Transition Assistance provided for in **clause 27.9.**
- (c) All usual termination of employment entitlements.

#### 27.7. Redundancy pay

Upon termination under this section, an employee will receive a redundancy payment of four (4) weeks' payment for each year of continuous service and a proportional amount for each incomplete year of service.

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

#### 27.8. Payment of accumulated sick leave

An employee employed by Council prior to the commencement of this Certified Agreement and who has completed two (2) years' continuous service, 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.

#### 27.9. Redundancy transition assistance

##### 27.9.1. Employment interview leave

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.

##### 27.9.2. Financial planning assistance

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).**

#### 27.10. Early separation incentive payment (ESIP)

- (a) The early separation incentive payment (ESIP) is designed to enable employees to elect to leave the service of Council, before the expiry of the redeployment/retrenchment notice period.
- (b) 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.
- (c) Applications may be rejected by the Council if acceptance would be detrimental to Council's operations.

- (d) 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.

**27.11. Transmission of business**

Where a business is transmitted from the employer (transmitter) to another employer (transmittee) sections 10.6 *Transmission of business* and 10.7 *Exemption where transmission of business* as prescribed by the Awards shall apply.

**PART 6 – REMUNERATION – ALL EMPLOYEES**

**28. Salaries and wages (All employees)**

**28.1. Annual increase**

Council agrees to pay employees a salary/wage increase as detailed below during the term of this Agreement.

<b>Effective Date</b>	<b>Increase Amount</b>
<b>Year 1 – One Council, One Agreement Boost</b> Commencement from the first full pay period after a successful employee ballot of the Agreement. This increase recognises the period of the negotiations and the efforts of the combined negotiating committee over the last year in achieving one agreement that brings together the one Council team.	<b>2.2%</b>
<b>Year 1 – Increase</b> Commencement of the first full pay period after certification of the agreement	<b>2.1%</b>
<b>Year 2 – Increase</b> Commencement of the first full pay period on or after 1 July 2020	<b>2.5%</b>
<b>Year 3 – Increase</b> Commencement of the first full pay period on or after 1 July 2021	<b>2.5%</b>

**28.2. Progression**

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

**28.3. Service increment payment (SIP)**

**28.3.1. Value**

Employees employed with Council prior to the commencement of this Agreement will be paid a Service Increment Payment (SIP) in recognition of their long service with Council. This payment shall be in addition to the rates of pay prescribed in Appendix 1 (Schedule of Wages) of this Agreement and paid in accordance with the length of service outlined in the below table:

<b>Length of service</b>	<b>Service increment payment</b>
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

**28.3.2. Eligibility**

To be eligible to receive this payment the employee must have:

- been employed with Maranoa Regional Council prior to the commencement of this Agreement; and
- have completed the appropriate number of continuous years' service with Maranoa Regional Council or a previous Shire or Town Council amalgamated to form Maranoa Regional Council.

**28.3.3. Breaks in service**

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 the employer agrees to allow the employee time off without pay including unpaid absences for sickness, injury, etc;
- 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;
- c) Cessation of employment (either by the employee or employer) 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.

29. **Payment of monies**

Payment of monies will be made using Electronic Funds Transfer (EFT) directly to the account nominated in writing by the employee and will be paid on a fortnightly basis.

30. **Top up workers' compensation payments**

Where an employee sustains a work related injury, the employee's salary will be maintained at the normal weekly wage (ordinary hours x rate) for a period of twelve (12) months from the date the injury was sustained. The effect of this clause is to top up any difference that may arise between workers' compensation payments and the employee's normal weekly wage.

The employee shall make written application to Council for the top up payment.

31. **No extra claims**

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. 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, in lieu of amounts being included in this agreement).

32. **Allowances and other payments – all employees**

32.1. **Being required to work away from home**

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. For the purposes of the clauses within 32.1.1 - 32.1.3:

- *absent overnight* is where the employee is required to be absent for the night following the evening dinner meal.
- *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 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.

32.1.1. **Camping meals and expense allowance**

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 & Expense Allowance. The allowance shall be \$55 per day for year 1, \$57 per day for year 2 and \$60 per day for year 3 of the Agreement.

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:

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Breakfast	\$10.00	\$10.00	\$10.00
Lunch	\$10.00	\$10.00	\$10.00
Dinner	\$25.00	\$27.00	\$30.00



Other minor expenses	\$10.00	\$10.00	\$10.00
<b>Allowance</b>	<b>\$55.00</b>	<b>\$57.00</b>	<b>\$60.00</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 expenses related to that day spent away from home shall be made by the employee.

To remove any doubt, an employee receiving Camping Meals & Expense Allowance in accordance with clause 32.1.1, shall not be entitled to be paid a Meal Allowance referenced in clause 32.4 or the Camping Incidental Allowance referred to in 32.1.2. This is because the employee has already been provided a meal and minor expenses allocation at Council's expense.

#### 32.1.2. Camping incidental allowance

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 **\$19.00 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).

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.

#### 32.1.3. Temporary absence from camp

There may be instances where an employee needs to return home for a night for personal reasons during the period that they would otherwise be required to live in camp for work purposes. For the purpose of clause 32.1, the employee will still be entitled to the Camping Meals & Expense Allowance or Camping Incidental Allowance, provided that:

- (a) there is agreement between the employer and the employee.
- (b) 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.

#### 32.1.4. Travelling outside the region for work purposes

Where an employee is required to travel outside the region for work purposes (e.g. seminars/conferences/other training or meetings), the following clauses shall apply:

- (a) 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.

#### 32.1.5. Travelling within the region for work purposes

The parties agree 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.

#### 32.2. First aid / fire warden / safety representative allowance

An employee who is appointed and designated to perform one or more of the roles below shall receive an allowance of **\$18.84 per week**.

- First Aid Officer
- Fire Warden
- Health & Safety Representative

To be eligible for the payment the employee appointed must be a full-time employee.

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.

### 32.3. Maranoa locality allowance

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

### 32.4. After hours service

#### 32.4.1. After hours role types

Given the number of functions performed by Council, there are times when situations arise after normal business hours. Council must therefore have in place arrangements to ensure adequate resources are available to respond in accordance with the service levels approved by Council. For the purpose of clause 32.4 there are four types of roles that may be included in the After Hours Roster and After Hours contact information.

Employees may fulfil a single or dual role dependant on their skill level and position:

<b>Customer service</b>	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.
<b>On-call</b> – Coordination and communication (e.g. Telephone, E-mail, Laptop/Tablet) ( <b>Roster</b> )	<p>Where an employee, in addition to their normal role during ordinary business hours is required by Council to provide an 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"> <li>• Receiving and ‘triaging’ calls – identifying the nature of the call, level of emergency and timeframe for response.</li> <li>• Arranging response by a pre-qualified or preferred Council supplier to undertake work.</li> <li>• 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.</li> <li>• 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).</li> <li>• 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.</li> </ul>
<b>On-call</b> – Availability to physically attend a work site to undertake work ( <b>Roster</b> )	<p>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).</p> <p>Depending on the position (e.g. Airport, Community Safety, Water, Sewerage &amp; Gas) the employee rostered may also provide the coordination function.</p>
<b>Call out</b> – Required to physically attend a work site to undertake work ( <b>Return to work</b> )	<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>

#### 32.4.2. After hours service rostering

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.

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.

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.

Any employee subject to clause 32.4.2. 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 32.4 for any such instance.

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.

#### 32.4.3. Work response vehicle responsibilities

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.

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).

#### 32.4.4. After hours service payments

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.

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.

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**

<b>(a) Customer Service</b>	Payment will be consistent with their Conditions of Employment and this industrial instrument.	
<b>(b) On-call – Rostered coordination / communication (e.g. Telephone, E-mail, Laptop, Tablet)</b>	<b>Allowance</b>	
	Monday to Friday	\$20 per day
	Saturday	\$30 per day
	Sunday or Public Holiday	\$50 per day
	<b>Overtime</b>	
	If an employee is required to perform work from home or remotely (i.e. is <b>not</b> 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>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><b>Example 1:</b> 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><b>Example 2:</b> The employee receives and/or makes six (6) telephone calls 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.</p> <p>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>		
<p><b>(c) On-call – Rostered</b> availability to physically attend a work site to undertake work <b>(Roster)</b></p>	<b>Allowance</b>		
	Monday to Friday	\$20 per day	
	Saturday	\$30 per day	
	Sunday or Public Holiday	Payment for an ordinary working day of 8 hours reduced by the actual amount of time worked.	
		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).	
		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).	
	<b>Overtime</b>		
	Monday to Friday	Minimum 3 hours at time and a half, with additional returns to work being paid for the actual time worked at time and a half.	
	Saturday	Minimum 3 hours at time and a half Double time after 3 hours.	
	Sunday and Public Holidays	Minimum 4 hours at double time.	
	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 (c).		
<p><b>(d) Call out – Required</b> to physically attend a work site to undertake work <b>(Return to work – Not On-call)</b></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 following table for that day, from the time of leaving home to commence work until the time the employee returns home.</p> <table><tr><td><b>Overtime</b></td></tr></table>		<b>Overtime</b>
<b>Overtime</b>			

	Monday to Friday	Minimum 3 hours at time and a half, with additional returns to work being paid for the actual time worked at time and a half.
	Saturday	Minimum 3 hours at time and a half, Double time after 3 hours
	Sunday and Public Holidays	Minimum 4 hours at double time

In this situation the employee would not be entitled to receive the daily on-call allowance.

An employee shall not be entitled to a minimum payment in respect of each call-out unless the equivalent hours equal to the minimum payment has elapsed, from the time when the employee had been previously recalled to work.

### 32.5. Other allowances

The following allowances will be payable as per the provision of the relevant Award to employees who are entitled under the Award to receive such allowances:

- (a) Motor vehicle allowance;
- (b) Travel allowance.

### 32.6. Reimbursement for safety boots

Maranoa Regional Council will reimburse employees for the cost of safety boots to the maximum amount of **\$230.00** (including GST) per annum in accordance with the safety boot provisions of Council's approved Personal Protective Equipment Policy.

## PART 7 – WORKING ARRANGEMENTS – ALL EMPLOYEES

### 33. Time off in lieu of overtime (TOIL)

TOIL can only be accrued with the prior approval of the employee's Manager in the same way that overtime is preapproved, and managed in accordance with the following clauses.

- (a) Where the employee's Manager and the employee agree the additional hours worked can accrue as TOIL, it will be taken at a later date as TOIL, for the equivalent amount of additional hours worked except in the case of public holidays which shall accrue at the applicable overtime rates.
- (b) Council's salary and attendance records shall specify whether overtime is paid at the appropriate penalty rate or granted as time off in lieu at the employee's request.
- (c) Managers are responsible for managing TOIL and should provide opportunities to enable employees to use any TOIL hours. Employees should also take all reasonable steps to zero balance their TOIL hours.
- (d) The maximum TOIL accrual is **ten (10) days**. Unless varied in accordance with an instrument entered into under this Agreement, TOIL balances in excess of ten (10) days will be paid out fortnightly at the applicable overtime rate at which it accrued.

### 34. Breaks

#### 34.1. Ten hour break rule / fatigue break

The parties agree that the ten hour break rule will apply as follows:

- (a) Should an employee be required to be away from home between the hours of 10.00 pm and 5.00 am, then the 10-hour break rule shall apply. Employees must have permission from their supervisor to present to work within the 10-hour break period. Employees who present for work within the 10-hour break rule without their supervisor's permission must advise their supervisor that they are in breach of the 10-hour break rule. The supervisor shall then determine if the employee should be sent home until the 10-hour break period has been met. If the employee is sent home, payment of overtime for the 10-hour rule break shall not apply.
- (b) In instances where the employee has received multiple calls during the period of 10.00 pm and 5.00 am, employees are to liaise with their supervisor in relation to an appropriate start time having regard to the amount of disrupted sleep.
- (c) Supervisors shall have the discretion of allowing employees an additional rest period in circumstances where the 10-hour break rule does not apply.

#### 34.2. Meal breaks

##### 34.2.1. Rescheduling meal breaks

The parties agree to a more flexible arrangement for the purpose of taking of lunch 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.

##### 34.2.2. Penalty payments

The payment of a 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 the penalty.

##### 34.2.3. Meal breaks during overtime

In lieu of the meal breaks during overtime provisions of the relevant Award, an employee, other than an employee employed on shift work, 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 **\$25.00** in addition to the payment for overtime worked.

### 35. Close down of operations

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.

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.

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.

During the period of the close down employees will use banked RDOs, TOIL or Annual Leave for time off during a close down. Where an employee has insufficient leave balances alternative work arrangements will be implemented.

### 36. Transition to retirement

#### 36.1. Transition to retirement arrangements

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.

- (a) 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;
- (b) arrangements between Council and the employee will be documented in writing confirming the agreed pattern of work required;
- (c) arrangements may be varied by mutual agreement between the employee and Council and any agreed variations will be documented in writing.

#### 36.2. Accrued leave entitlements

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.

#### 36.3. Financial advice

In order to assist with pre-retirement planning advice, Council will reimburse the costs of accessing a financial planning advice service through an accredited financial professional up to a **maximum of \$600 (including GST)**. Reimbursement is dependent upon the employee taking retirement from Council or entering into a Transition to Retirement contract within six (6) months of the invoice date.

## PART 8 – STREAM A AWARD EMPLOYEES ONLY

### 37. Salary and wages increases – Stream A award

#### 37.1. Rates

The minimum hourly (and annual) rate of salary payable to Stream A Award employees is set out in **APPENDIX 1 – Schedule of Wages Stream A Award** of this Agreement.

#### 37.2. Higher duties

Higher duties are only payable where an employee has been requested (assigned / directed / instructed) to wholly or mainly perform duties of a higher level for more than one (1) day.

### 38. Hours of work – Stream A award

The ordinary hours of work for all employees shall be in accordance with the Stream A Award unless varied in accordance with an instrument entered into under this Agreement.

### 39. Span of hours – Stream A award

Unless varied in accordance with an instrument entered into under this Agreement ordinary hours of work shall be Monday to Friday inclusive, except for meal break and rest pauses, between the hours of 05:00 – 18:00 (i.e. 5.00 am – 6.00 pm).

### 40. 19 day month

#### 40.1. Rostered days off (RDOs)

Each employee covered by the Stream A Award, unless varied in accordance with an instrument entered into under this Agreement, shall be entitled to a week day off without reduction in pay each nineteen-day working four-week period of employment excluding:

- employees engaged on a part-time or casual basis; or
- employees that directly supervise employees on a nine (9) day fortnight.

Standard hours will be 145 hours per nineteen days' working four-week period with the actual working hours specified in the employee's conditions/letter of employment. Days off shall be scheduled into RDO rosters to allow for the efficient operation of the organisation. Nothing in this agreement prohibits individual requests for the day to be varied by prior agreement between Council and the employee in the event of special circumstances, provided that the taking of the RDO does not unduly disrupt Council service delivery.



Council employees, who directly supervise employees covered by Stream B and/or Stream C Awards may be directed to work the same hours as Stream B and/or Stream C Awards i.e. seventy-six (76) hours over nine (9) consecutive days with the tenth day being a designated Rostered Day Off (RDO).

40.2. **Temporary suspension of taking RDOs**

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.

40.3. **Banking RDOs**

- (a) Generally, banking of Rostered Days Off (RDOs) beyond five (5) days will not be encouraged unless subject to prior approval of the CEO or CEO delegate due to work requirements.

RDO balances will be reviewed quarterly and any RDO balances in excess of five (5) days will be paid out at the end of each quarter (i.e. the pay period immediately prior to 31 March, 30 June, 30 September, and 31 December) at ordinary time rates.

- (b) Subject to this Agreement and for the purpose of the overtime provision of the Award, overtime will only be calculated where an employee is required to work all or part of their rostered day off unless an alternative day is agreed between the employee and their Manager.

**PART 9 – STREAM B AWARD AND STREAM C AWARD EMPLOYEES ONLY**

41. **Salaries and wages increases – Stream B award and Stream C award**

41.1. **Rates**

The minimum hourly (and annual) rate of salary payable to Stream B and Stream C employees is set out in *APPENDIX 1 – Schedule of Wages Stream B Award and Stream C Award* of this Agreement.

41.2. **Higher duties**

Higher duties are only payable where an employee has been requested (assigned / directed / instructed) to wholly or mainly perform duties of a higher level for more than two (2) hours.

42. **Allowances – Stream B award and Stream C award**

42.1. **Construction, reconstruction, alteration, repair and/or maintenance allowance**

All Stream B and Stream C Award 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 **\$32.47 per week**.

42.2. **All purpose allowance**

All Stream B Award employees appointed to positions within the following teams shall be paid an All Purpose Allowance of **\$15.00 per week**:

- Town & Surrounds / Roma Parks & Gardens / Urban Streets, Drainage & Footpaths (Roma)
- Airports
- Saleyards
- Bassett Park

The All Purpose Allowance is paid to promote multiskilling and in recognition of employees performing a number of tasks from time to time including:

- Use of poisons for the spraying of weeds;
- Removal of dead animals;
- Use of chain saws;
- Cleaning.

The All Purpose Allowance shall be paid inclusive of the Poison Sprays Allowance and any incidental allowances that would otherwise be payable under the *Queensland Local Government Industry (Stream B)*



*Award – State 2017, Division 2 - Section 5 (Operational Services)* at the time of the Agreement's certification, unless a specific allowance is expressly provided for in this agreement.

Where an employee is of the view that they have been disadvantaged by the payment of this allowance in relation to the relevant parent Award, the employee may make application at the end of each financial year for an adjustment to their compensation for performing tasks covered by this clause.

The claim amount shall be calculated by the employee based on records kept by the employee and their Manager and will be subject to review by the Manager of Human Resources (or delegate). The amount of compensation will be equal to the difference between the amount of the All Purpose Allowance paid to the employee under the Agreement and the amount of entitlement calculated under the parent Award.

#### 42.3. Cleaning allowance

All Stream B Award employees appointed to a position of cleaner shall be paid an allowance of **\$42.50 per week**. The Cleaning Allowance is inclusive of the Toilet Cleaning Allowance under the *Queensland Local Government Industry (Stream B) Award – State 2017, Division 2 - Section 5 (Operational Services)* at the time of the Agreement's certification and any other incidental allowances, unless a specific allowance is expressly provided for in this agreement.

#### 42.4. Rural lands allowance

All Stream B award employees appointed to positions within the Rural Lands team shall be paid a Rural Lands Allowance of **\$61.27 per week**. This allowance has been calculated having regard to the diverse services performed in the role from time to time including but not limited to:

- use of poisons (e.g. spraying pest weeds and wild dog baiting);
- use and transport of personal horses and equipment for Council services and projects;
- repairs and maintenance of bores and fencing.

The Rural Lands Allowance is intended to be inclusive of the Poison Sprays, Tool and Construction, Reconstruction, Alteration, Repair and/or Maintenance Allowances and any incidental allowances that would otherwise be payable under the *Queensland Local Government Industry (Stream B) Award – State 2017, Division 2 - Section 5 (Operational Services)* at the time of the agreement's certification, unless a specific allowance is expressly provided for in this agreement.

#### 42.5. Landfill and transfer stations allowance

All Stream B Award 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 **\$64.22 per week**. This allowance has been calculated having regard to the conditions in which the role is performed including but not limited to:

- dirt
- dust
- handling and movement of waste

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 inclusive of any incidental allowances that would otherwise be payable under the *Queensland Local Government Industry (Stream B) Award – State 2017, Division 2 - Section 5 (Operational Services)* at the time of the agreement's certification, unless a specific allowance is expressly provided for in this Agreement.

#### 42.6. Leading hand allowance

An employee appointed by Council to be in charge of other employees shall be paid an allowance of **\$10.00 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.

#### 42.7. Other allowances

It is agreed that for employees covered by Stream B Award or Stream C Award no claim for additional allowances except for those expressly provided for by this Agreement will be made.

The following allowances will be payable during the term of this Agreement as per the provision of the relevant Award to employees who are entitled under the Award to receive such allowances:

- (a) Live Sewage Work Allowance;
- (b) Tool Allowance (excluding Rural Lands which is separately catered for in clauses 42.4);
- (c) Work under unpleasant conditions.

43. **Hours of work – Stream B award and Stream C award**

The ordinary hours of work for all employees shall be in accordance with the relevant Stream B Award or Stream C Award unless varied in accordance with an instrument entered into under this Agreement.

44. **Span of hours – Stream B award and Stream C award**

Unless varied in accordance with an instrument entered into under this Agreement ordinary hours of work shall be Monday to Friday inclusive, except for meal break and rest pauses, between the hours of 05:00 – 19:00 (i.e. 5.00 am – 7.00 pm).

45. **Nine day fortnight**

45.1. **Roster**

Except where provided by this agreement, employees covered by the Stream B Award and Stream C Award, will work a 9-day fortnight cycle with additional hours as per an agreed roster to accrue the Rostered Day Off (RDO) which will be taken each fortnight as determined by Council to fall on a Monday or Friday (Refer Clause – Rostering of RDOs).

To accrue the rostered day off, employees will, unless otherwise permitted by this Agreement, work an agreed roster for each work cycle that must include:

- one mid-morning break of twenty (20) minutes;
- a thirty (30) minute unpaid break for lunch;
- eight (8) hours and thirty (30) minutes per working day for eight (8) days within the fortnight;
- eight (8) hours on the ninth day within the fortnight.

The difference between the ordinary hours and the agreed hours will be held in credit for application towards one (1) rostered day off in every two (2) week period.

Where it can be demonstrated that Monday or Friday RDOs are having proven significant negative effects on employees, customers and/or team operations or service delivery, an attempt will be made to reach agreement on alternative arrangements suitable to both.

45.2. **Temporary suspension of taking RDOs**

Council may temporarily suspend the taking of RDOs during periods of intense activity associated with construction or project work and the like, 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.

45.3. **Banking RDOs**

- (a) Generally, banking of Rostered Days Off (RDOs) beyond five (5) days will not be encouraged unless subject to prior approval of the CEO or CEO delegate due to work requirements.

RDO balances will be reviewed quarterly and any RDO balances in excess of five (5) days will be paid out at the end of each quarter (i.e. the pay period immediately prior to 31 March, 30 June, 30 September, and 31 December) at ordinary time rates.

- (b) Subject to this Agreement, for the purpose of the overtime provisions of the various Awards which cover Council employees, the overtime will only be calculated where an employee is required to work all or part of their rostered day off unless an alternative day is agreed between the employee and their Manager.

**SIGNATORIES**

Signed for and on behalf of

**MARANOA REGIONAL COUNCIL**

.....

Julie Reitano

Chief Executive Officer

In the presence of

.....

Noela Ward

Signed for and on behalf of

**The Australian Workers' Union of Employees Queensland (AWU)**

.....

Stephen Baker

In the presence of

.....

Breanna Beattie

Signed for and on behalf of

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

.....

Peter D'Arcy

In the presence of

.....

Emma Eaves

Signed for and on behalf of

**Queensland Services, Industrial Union of Employees (TSU)**

.....

Neil Henderson

In the presence of

.....

Michelle Robertson

Signed for and on behalf of

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

.....

Jim White

In the presence of

.....

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APPENDIX 1 – Schedule of wages

<b>Queensland Local Government Industry (Stream A) Award – State 2017</b>										
<b>Classification</b>	<b>Column A \$ Maranoa Regional Council</b>		<b>Column B \$ One Council, One Agreement Boost</b>		<b>Column C \$ Year 1</b>		<b>Column D \$ Year 2</b>		<b>Column E \$ Year 3</b>	
			<i>Including 2.2% increase from Column A</i>		<i>Including 2.1% increase from Column B</i>		<i>Including 2.5% increase from Column C</i>		<i>Including 2.5% increase from Column D</i>	
	<i>Prior to certification of the new agreement</i>		<i>Commencement of the first full pay period after the successful employee ballot of the Agreement</i>		<i>Commencement of the first full pay period after certification of the Agreement</i>		<i>Commencement of the first full pay period on or after 1 July 2020</i>		<i>Commencement of the first full pay period on or after 1 July 2021</i>	
	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>
Level 1, year 1	47,294.16	25.09	48,334.64	25.65	49,349.67	26.19	50,583.42	26.84	51,848.01	27.51
Level 1, year 2	47,883.12	25.41	48,936.55	25.97	49,964.22	26.51	51,213.33	27.17	52,493.67	27.85
Level 1, year 3	48,826.00	25.91	49,900.18	26.48	50,948.09	27.03	52,221.80	27.71	53,527.35	28.40
Level 1, year 4	49,708.65	26.38	50,802.25	26.96	51,869.10	27.52	53,165.83	28.21	54,494.98	28.91
Level 1, year 5	50,600.36	26.85	51,713.57	27.44	52,799.56	28.02	54,119.55	28.72	55,472.54	29.43
Level 1, year 6	51,392.93	27.27	52,523.58	27.87	53,626.58	28.45	54,967.25	29.17	56,341.44	29.89
Level 2, year 1	52,348.06	27.78	53,499.72	28.39	54,623.22	28.98	55,988.81	29.71	57,388.54	30.45
Level 2, year 2	53,345.84	28.31	54,519.45	28.93	55,664.36	29.54	57,055.97	30.27	58,482.37	31.03
Level 2, year 3	54,371.86	28.85	55,568.05	29.48	56,734.98	30.10	58,153.36	30.86	59,607.20	31.63
Level 2, year 4	55,055.70	29.21	56,266.93	29.85	57,448.54	30.48	58,884.76	31.24	60,356.88	32.02
Level 3, year 1	56,480.41	29.97	57,722.98	30.63	58,935.17	31.27	60,408.55	32.05	61,918.77	32.85
Level 3, year 2	56,848.18	30.16	58,098.84	30.83	59,318.92	31.47	60,801.90	32.26	62,321.95	33.07
Level 3, year 3	57,954.69	30.75	59,229.70	31.43	60,473.53	32.09	61,985.37	32.89	63,535.01	33.71
Level 3, year 4 (only available if classified as at 1 January 2015)	59,060.66	31.34	60,360.00	32.03	61,627.56	32.70	63,168.25	33.52	64,747.46	34.35
Level 4, year 1	60,165.57	31.92	61,489.22	32.63	62,780.50	33.31	64,350.02	34.14	65,958.78	35.00
Level 4, year 2	61,272.08	32.51	62,620.07	33.23	63,935.10	33.92	65,533.48	34.77	67,171.82	35.64
Level 4, year 3	62,229.35	33.02	63,598.40	33.74	64,933.97	34.45	66,557.32	35.31	68,221.26	36.20
Level 4, year 4	63,335.32	33.60	64,728.70	34.34	66,088.01	35.06	67,740.22	35.94	69,433.73	36.84



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

Classification	Column A \$ Maranoa Regional Council		Column B \$ One Council, One Agreement Boost		Column C \$ Year 1		Column D \$ Year 2		Column E \$ Year 3	
			Including 2.2% increase from Column A		Including 2.1% increase from Column B		Including 2.5% increase from Column C		Including 2.5% increase from Column D	
	Prior to certification of the new agreement		Commencement of the first full pay period after the successful employee ballot of the Agreement		Commencement of the first full pay period after certification of the Agreement		Commencement of the first full pay period on or after 1 July 2020		Commencement of the first full pay period on or after 1 July 2021	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
Level 5, year 1	64,440.23	34.19	65,857.92	34.94	67,240.94	35.68	68,921.97	36.57	70,645.02	37.48
Level 5, year 2	65,396.97	34.70	66,835.71	35.46	68,239.26	36.21	69,945.25	37.11	71,693.89	38.04
Level 5, year 3	66,502.94	35.29	67,966.01	36.06	69,393.30	36.82	71,128.14	37.74	72,906.35	38.68
Level 6, year 1	68,346.06	36.26	69,849.68	37.06	71,316.53	37.84	73,099.45	38.78	74,926.94	39.75
Level 6, year 2	70,188.64	37.24	71,732.80	38.06	73,239.19	38.86	75,070.17	39.83	76,946.93	40.83
Level 6, year 3	72,032.82	38.22	73,617.55	39.06	75,163.52	39.88	77,042.61	40.88	78,968.68	41.90
Level 7, year 1	73,875.93	39.20	75,501.21	40.06	77,086.74	40.90	79,013.91	41.92	80,989.26	42.97
Level 7, year 2	75,718.51	40.17	77,384.32	41.06	79,009.40	41.92	80,984.64	42.97	83,009.26	44.04
Level 7, year 3	77,561.63	41.15	79,267.99	42.06	80,932.62	42.94	82,955.94	44.01	85,029.84	45.11
Level 8, year 1	79,774.11	42.33	81,529.15	43.26	83,241.27	44.16	85,322.31	45.27	87,455.37	46.40
Level 8, year 2	81,985.53	43.50	83,789.22	44.46	85,548.80	45.39	87,687.52	46.52	89,879.71	47.69
Level 8, year 3	84,198.01	44.67	86,050.37	45.66	87,857.43	46.61	90,053.87	47.78	92,305.22	48.97
Level 8, year 4	86,273.51	45.77	88,171.53	46.78	90,023.14	47.76	92,273.72	48.96	94,580.57	50.18
Level 8, year 5	88,350.08	46.88	90,293.79	47.91	92,189.96	48.91	94,494.71	50.13	96,857.08	51.39

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

Classification	Column A \$ Maranoa Regional Council		Column B \$ One Council, One Agreement Boost		Column C \$ Year 1		Column D \$ Year 2		Column E \$ Year 3	
			<i>Including 2.2% increase from Column A</i>		<i>Including 2.1% increase from Column B</i>		<i>Including 2.5% increase from Column C</i>		<i>Including 2.5% increase from Column D</i>	
	<i>Prior to certification of the new agreement</i>		<i>Commencement of the first full pay period after the successful employee ballot of the Agreement</i>		<i>Commencement of the first full pay period after certification of the Agreement</i>		<i>Commencement of the first full pay period on or after 1 July 2020</i>		<i>Commencement of the first full pay period on or after 1 July 2021</i>	
	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>
Labour Level 3	50,019.39	25.32	51,119.82	25.88	52,193.34	26.42	53,498.18	27.08	54,835.64	27.76
Plant Operator / Labourer Level 4	50,690.97	25.66	51,806.18	26.22	52,894.11	26.77	54,216.47	27.44	55,571.89	28.13
Plant Operator / Labourer Level 5	51,483.54	26.06	52,616.18	26.63	53,721.12	27.19	55,064.15	27.87	56,440.76	28.57
Multiskilled Plant Operator / Labourer Level 6	52,825.63	26.74	53,987.80	27.33	55,121.55	27.90	56,499.59	28.60	57,912.08	29.31
Multiskilled Plant Operator / Labourer Level 7	54,201.84	27.44	55,394.29	28.04	56,557.58	28.63	57,971.52	29.34	59,420.81	30.08
Multiskilled Plant Operator / Labourer Level 8	55,452.25	28.07	56,672.20	28.69	57,862.32	29.29	59,308.88	30.02	60,791.61	30.77
Grader Operator – Final Trim Level 9	56,828.46	28.76	58,078.69	29.40	59,298.35	30.01	60,780.81	30.76	62,300.34	31.53

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

Classification	Column A \$ Maranoa Regional Council		Column B \$ One Council, One Agreement Boost		Column C \$ Year 1		Column D \$ Year 2		Column E \$ Year 3	
			<i>Including 2.2% increase from Column A</i>		<i>Including 2.1% increase from Column B</i>		<i>Including 2.5% increase from Column C</i>		<i>Including 2.5% increase from Column D</i>	
	<i>Prior to certification of the new agreement</i>		<i>Commencement of the first full pay period after the successful employee ballot of the Agreement</i>		<i>Commencement of the first full pay period after certification of the Agreement</i>		<i>Commencement of the first full pay period on or after 1 July 2020</i>		<i>Commencement of the first full pay period on or after 1 July 2021</i>	
	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>	<i>Annual</i>	<i>Hourly</i>
BW 1(a)	45,487.29	23.02	46,488.02	23.53	47,464.27	24.03	48,650.88	24.63	49,867.16	25.24
BW 1(b)	46,554.89	23.57	47,579.10	24.08	48,578.27	24.59	49,792.73	25.20	51,037.55	25.83
BW 1(c)	47,992.92	24.29	49,048.77	24.83	50,078.80	25.35	51,330.77	25.98	52,614.04	26.63
BW 1(d)	49,329.15	24.97	50,414.40	25.52	51,473.11	26.05	52,759.94	26.71	54,078.94	27.37
BW 2	51,483.54	26.06	52,616.18	26.63	53,721.12	27.19	55,064.15	27.87	56,440.76	28.57
BT 1	52,825.63	26.74	53,987.80	27.33	55,121.55	27.90	56,499.59	28.60	57,912.08	29.31
BT 2	54,201.84	27.44	55,394.29	28.04	56,557.58	28.63	57,971.52	29.34	59,420.81	30.08
BT 3	55,452.25	28.07	56,672.20	28.69	57,862.32	29.29	59,308.88	30.02	60,791.61	30.77
C14	45,487.29	23.02	46,488.02	23.53	47,464.27	24.03	48,650.88	24.63	49,867.16	25.24
C13	46,554.89	23.57	47,579.10	24.08	48,578.27	24.59	49,792.73	25.20	51,037.55	25.83
C12	47,992.92	24.29	49,048.77	24.83	50,078.80	25.35	51,330.77	25.98	52,614.04	26.63
C11	49,329.15	24.97	50,414.40	25.52	51,473.11	26.05	52,759.94	26.71	54,078.94	27.37
C10	51,483.54	26.06	52,616.18	26.63	53,721.12	27.19	55,064.15	27.87	56,440.76	28.57
C9	52,825.63	26.74	53,987.80	27.33	55,121.55	27.90	56,499.59	28.60	57,912.08	29.31
C8	54,201.84	27.44	55,394.29	28.04	56,557.58	28.63	57,971.52	29.34	59,420.81	30.08
C7	55,452.25	28.07	56,672.20	28.69	57,862.32	29.29	59,308.88	30.02	60,791.61	30.77
C6	58,211.06	29.46	59,491.71	30.11	60,741.04	30.74	62,259.57	31.51	63,816.06	32.30
C5	59,557.42	30.15	60,867.69	30.81	62,145.92	31.46	63,699.57	32.24	65,292.06	33.05
C4	60,969.87	30.86	62,311.21	31.54	63,619.75	32.20	65,210.25	33.01	66,840.51	33.83
C3	63,728.68	32.26	65,130.72	32.97	66,498.47	33.66	68,160.94	34.50	69,864.97	35.36
C2(a)	65,164.45	32.98	66,598.07	33.71	67,996.63	34.42	69,696.55	35.28	71,438.97	36.16
C2(b)	67,894.84*	34.36*	69,388.53	35.12	70,845.69	35.86	72,616.84	36.75	74,432.27	37.67

\*Figure corrected from earlier agreements – reflecting relativity between 2(a) and 2(b) in the award.