

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Murweh Shire Council

AND

The Australian Workers' Union of Employees, Queensland

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

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

The Electrical Trades Union of Employees Queensland

Queensland Services, Industrial Union of Employees

Matter No. CB/2022/84

MURWEH SHIRE COUNCIL CERTIFIED AGREEMENT 2022

Certificate of Approval

On 29 September 2022, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **MURWEH SHIRE COUNCIL CERTIFIED AGREEMENT 2022**

Parties to the Agreement:

- Murweh Shire Council;
- The Australian Workers' Union of Employees, Queensland;
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- The Electrical Trades Union of Employees Queensland; and
- Queensland Services, Industrial Union of Employees.

Operative Date: 29 September 2022

Nominal Expiry Date: 29 September 2025

Previous Agreements: *Murweh Shire Council Operational Certified Agreement 2018*
Murweh Shire Council Non-Operational Certified Agreement 2018

**Termination Date of
Previous Agreement:** 29 September 2022

By the Commission

J.W. MERRELL
Deputy President

29 September 2022

MURWEH SHIRE COUNCIL CERTIFIED
AGREEMENT 2022

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PART A – GENERAL PROVISIONS

1. Title

- 1.1 This Agreement shall be known as the *Murweh Shire Council Certified Agreement 2022*.

2. Date and Period of Operation

- 2.1 This Agreement shall operate from the first pay period following the date of certification of this Agreement and will remain in force for a period of three (3) years.

3. Parties Bound

- 3.1 The parties bound by this agreement shall be Murweh Shire Council, its employees subject to this Agreement and following unions:
- (a) The Australian Workers' Union of Employees, Queensland;
 - (b) Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; and
 - (c) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
 - (d) The Electrical Trades Union of Employees Queensland; and
 - (e) The Queensland Services, Industrial Union of Employees

4. Application

- 4.1 The Agreement shall apply to Council, all Council employees who are covered by the *Queensland Local Government Industry (Stream A) Award – State 2017*, the *Queensland Local Government Industry (Stream B) Award – State 2017*, the *Queensland Local Government Industry (Stream C) Award – State 2017* and to the unions named in clause 3.1 of this Agreement.
- 4.2 This Agreement shall not apply to the employment terms and conditions of those Senior Officers as provided for in Division 2 – Section 1, clause 4.2 of the *Queensland Local Government Industry (Stream A) Award – State 2017*.
- 4.3 Senior Officers who commence employment on or after the date of certification of this Agreement will be covered by individual contracts and this Agreement will not apply to the employment terms and conditions of any such employee.

5. Relationship to Parent Awards

- 5.1 This Agreement shall be wholly read and interpreted in conjunction with the terms of the *Queensland Local Government Industry (Stream A) Award – State 2017*, the *Queensland Local Government Industry (Stream B) Award – State 2017*, the *Queensland Local Government Industry (Stream C) Award – State 2017* and the *Training Wage Award – State 2012*.
- 5.2 Provided that where there is any inconsistency between this Agreement and the aforementioned Awards, this Agreement will prevail to the extent of the inconsistency.

6. No Extra Claims

- 6.1 The parties to this Agreement agree that during the period of operation of this Agreement, no further claims will be made by any party in relation to wages or salary and conditions of employment.

7. Objectives

- 7.1 Participation by Council, management, employees and their unions, and customers in the continuous improvement process particularly in the development of more efficient work practices and quality improvement.
- 7.2 Develop a team approach and a more co-operative working environment.

8. Consultation – Introduction of Changes

8.1 Council's duty to notify

- (a) Prior to Council deciding to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (c) Where this agreement makes provision for alteration of any of the matters referred to in clauses 8.1 (a) and (b) an alteration shall be deemed not to have significant effect.

8.2 Council's duty to consult over change

- (a) Council shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation shall occur as soon as practicable prior to making the decision referred to in clause 8.1.
- (c) For the purpose of such consultation Council shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 8.2(c) Council shall not be required to disclose confidential information, the disclosure of which would be adverse to Council's interests.

9. Dispute Resolution

9.1 Prevention and settlement of disputes – Award/Agreement matters

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the parent Awards and/or this Agreement by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) In the event of any disagreement between the parties as to the interpretation or implementation of the parent Awards and/or this Agreement, the following procedures shall apply:
 - (i) The matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (ii) If the matter is not resolved as per clause 9.1(c)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
 - (iii) If the matter remains unresolved it may be referred to Council for discussion and appropriate action. This process should not exceed 14 days;

- (iv) If the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission.
- (d) Nothing contained in this procedure shall prevent unions or Council from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

9.2 Prevention and settlement of employee grievances and disputes - other than Award/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 Act:

Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.

Stage 3: If the grievance is still unresolved, the manager will advise the Chief Executive Officer and the aggrieved employee may submit the matter in writing to the Chief Executive Officer if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.

- (c) Council shall ensure that:
 - (i) The aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
 - (ii) The grievance shall be investigated in a thorough, fair and impartial manner.
- (d) Council may appoint another person to investigate the grievance or dispute. Where possible, 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) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.

Stage 2: Not to exceed 7 days.

Stage 3: Not to exceed 14 days.

- (g) If the grievance or dispute is not settled the matter may be referred to the Queensland Industrial Relations Commission by the employee or the union.
- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute

is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

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

10. Job Security

- 10.1 Council will endeavor to maintain the current workforce for the life of this Agreement. However, matters outside Council's control, such as cuts in external funding or changes to legislation, or Government policy may result in the need to reduce staff levels. In this event Council commits to consult with the affected staff and, where relevant, their union/s prior to any reductions in staff numbers.
- 10.2 In the event that organisational changes result in positions no longer being required, Council will consider, where practicable, natural attrition or voluntary separation options before reducing staff levels.
- 10.3 Retrenchment or redundancies will only be considered after the above options have been fully investigated and exhausted.

11. Redundancy

- 11.1 In the event a position is made redundant, Council shall pay to the employee severance pay in accordance with the following scale:

The employee's years of continuous service	Redundancy pay period
At least 1 year but not more than 2 years	4 weeks
More than 2 years but not more than 3 years	6 weeks
More than 3 years but not more than 4 years	8 weeks
More than 4 years but not more than 5 years	10 weeks
More than 5 years but not more than 6 years	12 weeks
More than 6 years but not more than 7 years	14 weeks
More than 7 years but not more than 8 years	16 weeks
More than 8 years but not more than 9 years	18 weeks
More than 9 years but not more than 10 years	20 weeks
More than 10 years but not more than 11 years	22 weeks
More than 11 years but not more than 12 years	23 weeks
More than 12 years	24 weeks

12. Use of Contractors

- 12.1 The parties recognise that Council wishes to preserve as many of the positions that currently exist within Council, however, the parties acknowledge that Council will require the use of Contractors to carry out Council work from time to time.
- 12.2 Council may use Contractors where the work volume is beyond the capacity of Council resources or existing staff.
- 12.3 Contractors will also be used where the type of works or specialisation required is beyond the capacity of Council resources or existing staff.

13. Joint Consultative Committee (JCC)

- 13.1 The Parties to this Agreement shall establish and maintain a Joint Consultative Committee (JCC). The purpose of the JCC is to act as a consultation and communication forum between Council and employees and their respective unions concerning workplace and industrial relations matters.
- 13.2 The parties are committed to achieving improved and effective consultation in the workplace, and agree

that cooperative consultation shall provide employees with an opportunity, through committee representatives, to participate in decision making processes.

- 13.3 The JCC shall be comprised of 2 Council management representatives, 2 union representatives (officials and/or delegates) from each of the unions parties to this Agreement and shall meet once every three (3) months.

14. Local Area Work Agreement (LAWA)

- 14.1 The parties recognise the value and benefit in providing a process that enables Council and workgroups to develop and implement flexible working arrangements suited to the needs of the workgroup and requisite work to be performed.
- 14.2 Where Council and the relevant workgroup/s agree there is a need for flexible work agreements, the following process will be followed:
- (a) Council will consult with the directly affected Employees and, where relevant, their union/s, and agree on arrangement/s to be implemented;
 - (b) The arrangement/s must meet the operational requirements of Council;
 - (c) Agreement shall be obtained from more than 65% of affected Employees; and
 - (d) The parties agree to genuinely consider any reasonable agreement proposed.
- 14.3 Where established, LAWAs will be read in conjunction with the parent Award/s and this Agreement.
- 14.4 The terms of a LAWA must:
- (a) Be in writing;
 - (b) Set out the terms of the LAWA;
 - (c) Be for a pre-determined term as negotiated between the parties;
 - (d) Include a provision for termination of the LAWA; and
 - (e) Be signed by Council and the affected Employees.
- 14.5 A LAWA must not, on balance, result in an overall reduction in the entitlements and conditions of the affected Employees under this Agreement.
- 14.6 In the event an affected Employee has personal circumstances that objectively and reasonably prevent them from participating in the varied work arrangements prescribed in the LAWA, Council will reasonably consider alternative arrangements for the Employee.

PART B – EMPLOYMENT CONDITIONS

15. Spread of Ordinary Hours

- 15.1 Ordinary hours of work for all employees, other than casuals, shall be worked continuously except for meal breaks and rest pauses between the hours of 5.00am and 7.00pm, Monday to Friday inclusive.
- 15.2 The spread of ordinary hours for employees employed in tourism and venues across Murweh Shire Council including, but not limited to, Charleville Airport Cafe, World War II Centre, Cosmos Centre, Visitor Information Centres, the Outback Museum of Australia and future relevant venues shall be as determined by the Tourism and Venues Local Area Work Agreement Draft (LAWA), which is attached to this Agreement as Schedule B.

16. Rostered Days Off

- 16.1 All full-time employees will work a cycle of nine (9) days in every two (2) weeks.
- 16.2 Council may require employees to work on a Rostered Day Off (RDO) by giving two (2) days' notice.
- 16.3 This RDO scheme shall not apply to employees covered by Schedule B.
- 16.4 Subject to clause 16.5, employees required to work on a scheduled RDO may elect to have that RDO re-allocated to a mutually agreeable day without attracting penalty rates, or be paid for that RDO at the rate of time and one-half.

- 16.5 Unless otherwise approved by the CEO, employees may bank a maximum of five (5) RDOs in any six (6) months period. An employee who does not utilise their banked RDOs within the 6 months period, due to a refusal by Council, will have their banked RDOs paid out at ordinary rate (single rate). If an employee elects to not utilise their banked RDOs during the six (6) months period, their banked RDO balance will revert back to zero from the first day after the end of that period.
- 16.6 Council shall undertake to provide reminders to staff in relation to their RDO accruals at least one month prior to the expiry of the timeframes stipulated in clause 16.5 of this Agreement.
- 16.7 Access to banked RDOs in excess of one (1) day shall be available subject to:
- (a) an employee making a written request to be approved by their manager/supervisor with at least one (1) week's notice; and
 - (b) before approving a request to use an RDO by an employee, the relevant manager/supervisor must ensure that Council operations and services will not be interrupted or rendered less efficient or more costly.
- 16.8 Each manager/supervisor of each work group must ensure that no two (2) employees from the same work group are permitted to take RDOs on the same day.
- 16.9 Except for at Christmas closure, RDOs cannot be used in conjunction, before or after the taking of TOIL or Annual Leave.
- 16.10 Unless otherwise approved by the CEO, RDOs cannot be moved to either side of a Public Holiday.

17. Time Off In Lieu

- 17.1 Upon approval by the CEO, employees requested to work overtime may elect to have that time acquitted as Time Off In Lieu (TOIL) instead of payment for overtime.
- 17.2 TOIL shall be accrued and taken on a time for time basis.
- 17.3 Employees may bank up to an equivalent of three (3) days of TOIL in any three (3) months period. An employee who does not utilise any banked TOIL in the three (3) months period, due to a refusal by Council, will have their banked TOIL paid out at ordinary rate (single rate). If an employee elects not to utilise their banked TOIL during the three (3) months period, their balance of TOIL will revert back to zero from the first day after the end of that period.
- 17.4 Council shall undertake to provide reminders to staff in relation to their TOIL accruals at least one month prior to the expiry of the timeframes stipulated in clause 17.3 of this Agreement.
- 17.5 TOIL cannot be utilised together with an RDO accrued in accordance with clause 16 unless by making an application in writing to be approved by the CEO.
- 17.6 Council may direct employees to utilise banked TOIL upon giving 14 days' written notice.
- 17.7 Senior Officers are not entitled to accrue or access TOIL.

18. Work Arrangements at Camps

- 18.1 Where a work site is less than 120kms from the works depot at Charleville, Morven or Augathella employees will present at the work depot and use a Council vehicle to travel to and from the work site on the same day.
- 18.2 Where a job site is located more than 120kms from the works depot in Charleville, Morven or Augathella a camp may be established to maximise productivity.
- 18.3 To maximise productivity, the span of hours shall be determined to take advantage of all available daylight hours in accordance with Council's ordinary span and spread of hours.
- 18.4 Employees shall be given at least two (2) weeks' notice, prior to any change in the work roster.

Work Cycles

- 18.5 Where a Job site is located more than 120kms from the works depot in Charleville, Morven or Augathella

the project may be carried out in fortnightly cycles on a nine (9) days “on” and five (5) days “off” roster (including RDO) in consultation with the Director of Engineering Services. Council will transport employees to and from the job site once per fortnight.

- 18.6 Where a nine (9) day “on” and five (5) day “off” work cycle is established in accordance with clause 18.5, work on performed on Saturdays and Sundays shall be paid as single rate (100%) for all ordinary time worked.

Public Holidays – Work Cycle of 9 days on and 5 days off

- 18.7 Work on a public holiday that coincides with the ordinary hours of work will be paid at the penalty rates prescribed in Stream A, Stream B and Stream C Awards. Alternatively, roster arrangements may be negotiated to allow for the taking of the public holiday, either on the day that it falls due or on another day that is mutually agreeable between the employee and Council.

19. Annual Leave

- 19.1 Employees, other than casuals, shall accrue Annual Leave at the rate of five (5) weeks per annum.
- 19.2 Leave shall be taken at a time mutually convenient to the CEO and the employee concerned and it may be taken as a single day.
- 19.3 Employees covered by Stream A Award, other than supervisors, must take a minimum of one (1) week’s leave during the Christmas/New Year period unless directed otherwise by the CEO.
- 19.4 Employees Covered by Stream B and Stream C Award and Supervisors covered by Stream A Award must take a minimum of two (2) weeks annual leave during the Christmas/New Year period unless directed otherwise by the CEO.
- 19.5 Employees may accumulate a maximum of ten (10) weeks annual leave in their balance.
- 19.6 However, if any employee has accumulated over ten (10) weeks of annual leave at the time of implementation of this Agreement, the employee is to reduce the accumulated annual leave to ten (10) weeks within twelve months (12) by taking annual leave at a time or times that are mutually agreeable between the CEO and the employee.

20. Sick Leave

- 20.1 Sick leave is provided for in Stream A, B and C Awards and the QES and shall apply to all employees, other than casuals.
- 20.2 Employees covered by Stream B and C Award shall accrue sick leave as follows:
- (a) Up to thirteen (13) days per annum to be effective from the 1st pay period following the certification of this Agreement;
 - (b) Up to fourteen (14) days per annum to be effective from the 1st pay period following the 1st anniversary of certification of this Agreement; and
 - (c) Up to fifteen (15) days per annum to be effective from the 1st pay period following the 2nd anniversary of certification of this Agreement.
- 20.3 An employee who is absent from work due to illness or injury must provide prompt notification to the immediate supervisor. Payment for any absence on sick leave that exceeds two (2) consecutive days shall be contingent upon production by the employee concerned of either a certificate from a duly qualified medical practitioner or other evidence of illness satisfactory to the employer.
- 20.4 Where sick leave is excessive and establishes a pattern, the relevant manager/CEO may request a medical certificate on every occasion of absence on sick leave.
- 20.5 The requirement for medical evidence under clause 20.4 shall cease after six (6) months, unless the sick leave remains to be excessive and/or continues to form a pattern.

21. Sick Leave Bonus

- 21.1 The parties agree that the “sick leave bonus” which was payable under clause 16.5 of the Murweh Shire Council Certified Agreement 2011 may continue to be payable only to those employees who terminate their employment with Council due to retirement no later than 17 January 2024.
- 21.2 For the removal of doubt, the parties agree that only Sick Leave which was accrued since 25 February 1997, **up to a maximum value of \$10,000**, shall be subject to this “sick leave bonus” arrangement.
- 21.3 Those employees who are entitled to the sick leave bonus under clause 21 shall be paid in accordance with the following table:
- | | |
|----------------------------------|------|
| 0-5 years of service | 10% |
| 5-10 years of service | 20% |
| 10-15 years of service | 30% |
| 15-25 years of service | 40% |
| Greater than 25 years of service | 100% |
- 21.4 The parties agree that all sick leave accrued since the date of certification of this Agreement must not be used until all sick leave accrued prior to the commencement of this Agreement has been utilised.

22. Parental Leave

- 22.1 In addition to the parental leave entitlements provided under the QES and Stream A Award, an Employee, other than a casual, is entitled to take paid parental leave provided that:
- (a) The Employee has completed at least 24 months of continuous service with Council as at the date of the birth or placement (i.e. adoption or surrogacy) of the child; and
 - (b) The paid parental leave is taken immediately before or after the birth or placement of the child (i.e. adoption or surrogacy); and
 - (c) The Employee is the primary caregiver of the child.
- 22.2 An Employee who accesses the paid parental leave in accordance with clause 22.1, shall be entitled to:
- (a) Six (6) weeks paid parental leave, calculated at the Employee’s ordinary rate of pay; or
 - (b) Twelve (12) weeks paid parental leave at half pay.
- 22.3 Part-time Employees are eligible for paid parental leave on a pro-rata basis of the average weekly hours for the preceding 24 months.

23. Bereavement Leave

- 23.1 Upon the death of a family member as defined in the QES, an employee may be granted bereavement leave when attending a funeral that requires travel in accordance with the below table:

Distance (one way)	Leave Entitlement
Up to 500kms	2 Days
Over 500kms	3 Days

- 23.2 The taking of bereavement leave shall be subject to the production of evidence of death satisfactory to Council or the completion of a statutory declaration if so requested by Council.

24. Long Service Leave

- 24.1 Employees shall accrue long service leave at the rate of thirteen (13) weeks after ten (10) years of continuous service with Council.
- 24.2 Employees who complete 10 years of continuous service are entitled to long service leave at the rate of

1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

- 24.3 Council acknowledges the valuable contribution of long term employees. An employee who has more than seven (7) but less than ten (10) years continuous service is entitled to a proportionate payment of the long service upon termination of employment.
- 24.4 The payment stipulated in Clause 24.3 does not apply where the termination of employment was for reasons relating to the employee's conduct, capacity or performance.
- 24.5 Portability of long service leave entitlements is provided for in Chapter 8, Part 3, Division 2 of the *Local Government Regulation 2012*.
- 24.6 Subject to Council's ability to provide services not being adversely affected, it is agreed that the Chief Executive Officer may approve longer periods of long service leave on half pay.

25. Christmas/New Year Closure

- 25.1 Subject to clause 25.4, except where skeleton crew are required to continue to work over the Christmas/New Year period, Employees shall be directed to be on leave during the Christmas/New Year closure period.
- 25.2 During the Christmas/New Year closure period, Employees may access Annual Leave, RDOs, TOIL or Leave Without Pay with the approval of the relevant Manager/Director.
- 25.3 Council shall provide Employees notification of the closure period, at least 90 days prior to the closure commencing.
- 25.4 The Christmas/New Year closure period shall not apply to tourism and venues across Murweh Shire Council including, but not limited to, Charleville Airport Cafe, World War II Centre, Cosmos Centre, Visitor Information Centres, the Outback Museum of Australia and future relevant venues as determined by Council.

26. Transition to Retirement

- 26.1 Transition to retirement arrangements may be available to an Employee considering full time retirement from the workforce and who may consider a transition period to retirement.
- 26.2 For the mutual benefit of the Employee and Council, an Employee who chooses to transition to retirement under this clause, shall effectively participate in a program to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other Employees prior to retirement.
- 26.3 Following consultation with the Employee, Council may agree on individual flexible work arrangements that suit the Employee's circumstances and Council's operational business requirements.
- 26.4 Any arrangements reached under this clause may be varied, in writing, by mutual agreement.
- 26.5 Employees are encouraged to seek their own financial advice prior to negotiating and participating in a transition to retirement arrangement.

27. Domestic and Family Violence Leave

- 27.1 Employees, other than casuals, personally experiencing domestic and family violence may access up to ten (10) days per year of paid domestic and family violence Leave in order to attend to any matters relating to the family and domestic violence matter/s. For clarity, Employees who are the perpetrators of the domestic and family violence are not entitled to access any leave under this clause.
- 27.2 Long term casual Employees may access up to ten (10) unpaid days per year and short term casual Employees may access up to two (2) unpaid days per year.

- 27.3 Domestic and family violence leave given under clause 27.1 of this Agreement is non-cumulative and is non-transferable and may be taken in units of one (1) hour.
- 27.4 Employees supporting a person experiencing domestic and family violence may take Personal Leave or any other form of accrued leave to accompany them to court or hospital, or to assist with childcare, accommodation or other matters.
- 27.5 An Employee seeking to access family and domestic violence leave and clause 27 of this Agreement, should notify their supervisor, the COE or the Corporate Services Manager as soon as reasonably practicable of their intention to take or remain on Domestic and Family Violence or other type of leave for this purpose.
- 27.6 For the purpose of clause 27, proof of domestic and family violence may be required. Sufficient proof may be in the form of a document issued by the Police Service, a Court, a Doctor, a Nurse, a Domestic and Family Violence Support Service or a Lawyer.
- 27.7 In order to provide support to an Employee experiencing domestic and family violence and to provide a safe work environment, Council will approve any reasonable request from an Employee for changes to their span of hours or pattern of hours and/or shift patterns, changes to duties, changes to their contact details, or any other appropriate measure including those available under existing work arrangements.
- 27.8 All personal information concerning domestic and family violence will be kept confidential and only shared with Employees who have a genuine need to know. No information will be kept on an Employee's personnel file without their express written permission. Council will work collaboratively with the Employee who is experiencing domestic violence to develop protocols to restrict access to the Employee's personal information and contact details.
- 27.9 Council will develop and implement workplace safety planning strategies to ensure the protection of all Employees.

28. Abandonment of Employment

- 28.1 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.
- 28.2 Before an employee's employment is terminated for abandonment, Council shall make a reasonable effort to contact the employee. For the purpose of this Clause, reasonable contact could be via email, post, phone or text messages.

29. Overpayments

- 29.1 Council shall be entitled to recover any amount/s of overpayment from an Employee by way of deduction from any subsequent payment/s due to the Employee provided that the Employee is given written notification of Council's intention to make deduction/s, the amount/s to be deducted and an explanation of the reason/s for the overpayment.
- 29.2 Overpayments recovered pursuant to clause 29.1 of this Agreement may be divided into instalments. Council shall enable the Employee who has been overpaid to access a payment plan that takes into consideration the sum of the overpayment, the personal circumstances of the Employee and any potential financial hardship resulting from the deduction/s. In any manner, any one instalment shall not exceed an amount equivalent to 5% of an Employee's weekly salary.

PART C – WAGE RELATED MATTERS

30. Wage Increases

30.1 Wage Increases

- (a) Murweh Shire Council agrees to pay employees covered by this Agreement, wage increases in accordance with the following schedule:
 - (i) 2.5% from the first full pay period for the date of certification of this Agreement;
 - (ii) 2.5% from the first full pay period following the first anniversary of certification; and
 - (iii) 2.5% or CPI (capped at 3%), whichever is the higher, from the first full pay period following the second anniversary of certification.

31. Schedule of Wages

- 31.1 The wage and salary rates that apply to employees, during the life of this Agreement are found in Schedule A.

32. Locality Allowance

- 32.1 All Employees covered by this Agreement are entitled to be paid the Locality Allowance provided for under the Stream A Award.
- 32.2 Locality Allowance paid under this clause, shall apply only if it continues to be payable under Stream A Award.
- 32.3 By receiving the Locality Allowance under clause 32.1 above, Employees covered by this Agreement, will not be entitled to be paid the Divisions and District Allowance under the Parent Awards.

33. Camp Allowance

- 33.1 Employees who are instructed and accepts to stay the night at camp accommodation, shall be entitled to the following camp allowance:
 - (a) \$50 per night to be effective from the first pay period following the certification of this Agreement.
 - (b) \$51.25 per night to be effective from the first pay period following the first anniversary of certification of this Agreement.
 - (c) \$52.53 per night to be effective from the first pay period following the second anniversary of certification of this Agreement.

34. Service Time Arrangements – Employees covered by Stream B and C Awards

- 34.1 The parties agree that service of machines is to be carried out by the operator of the machine within the ordinary hours of work without attracting overtime.
- 34.2 If servicing a machine is not able to be carried out within ordinary hours, the operator of the machine shall seek approval from the job supervisor to carry out the servicing time after work with overtime payment.
- 34.3 If the operator is otherwise employed while the machine is idle, i.e. labouring, stop-go duties, service overtime is to be arranged by the job supervisor, to allow for servicing allocated to the machine for an eight-hour shift.
- 34.4 The above arrangements should apply for every working day of the nine-day fortnight.

35. On Call/Availability Allowance

- 35.1 All employees, other than employees covered by Schedule B, who are directed to remain on call during any day or night outside their ordinary working hours shall be paid in accordance with the below table for each day and/or night during which the employee remains on call:

Days Required to be on call	On Call Allowance
Monday to Friday	\$25.00 per day
Saturday	\$37.50 per day
Sunday and Public Holidays	\$100.00 per day

- 35.2 In addition to the above allowance, employees shall be entitled to receive penalty rates in accordance with the overtime provisions in Stream A, B and C Awards for the time worked if they are required to report for duty.
- 35.3 Employees directed to remain on call must be able to be contacted and to report fit for duty within 30 minutes.

36. Recall to duty

- 36.1 All employees, other than employees covered by Schedule B, who are recalled to duty, whether or not in receipt of the on call/availability allowance under clause 35, shall be entitled to a minimum payment equivalent to three (3) hours at the applicable rate. The minimum payment shall only apply to the first call out on any given day. Any subsequent call outs on the same day will be paid as actual time worked.
- 36.2 If an employee does not leave home to attend to the situation e.g. handled by phone or via a computer, they will be paid a minimum of thirty minutes at the applicable rate.
- 36.3 An employee directed to remain on call and is being paid the on call/availability allowance in accordance with clause 36 must be able to be contacted and to report fit for duty within 30 minutes.

37. Uniforms

- 37.1 The wearing of the approved Council uniform is a compulsory condition of employment. Uniforms have a unique corporate identifier in accordance with the Australian Taxation Office requirements to ensure that uniform purchases by employees are tax deductible
- 37.2 Uniforms will be provided in line with the approved Council Policy.
- 37.3 Permanent Employees covered by Stream A Award, who have successfully completed the probationary period, will be provided with uniforms up to the value of \$550 per annum (including GST).

38. Reimbursement of Training/Study Costs

- 38.1 The parties agree that where an employee undertakes a specialist training and/or study course as approved by Council (whether arising from a request from either the employer or the employee), and the Council incurs a cost in excess of \$2,000 for the specialist training and/or study course then, should the employee leave the service of Council within a period of twelve months from the completion of the specialist training and/or study course, the employee shall be required to reimburse the Council 50% of the cost incurred by Council.
- 38.2 For the purpose of this clause the \$2,000 costs incurred by Council shall include course costs, transport, accommodation, living expenses and may include labour at Council's discretion, where the course is attended in Council's time.
- 38.3 Individual arrangements for repayment may be negotiated with Council having regard to the costs and length of the training course/study. Council may, at the CEO discretion, not seek reimbursement, where

the reason for leaving Council's employment is due to ill health or some other compassionate circumstances that may apply to the separation.

PART D – Union Encouragement

39. Union Delegates

- 39.1 Council acknowledges that role that union delegates play within the workplace. The existence of accredited union delegates is encouraged.
- 39.2 Council shall not unnecessarily hinder accredited union delegates in the reasonable and responsible performance of their duties as defined by the relevant provisions of the Award.

SCHEDULE A – SCHEDULE OF WAGES**1. Employees covered by Stream A Award**

Salary and wage increases for Employees covered by Stream A Award shall be:

LEVEL	Current Weekly Base Rate of Pay	Weekly Base Rate of Pay as at Certification (2.5%)	Weekly Base Rate of Pay as at 1st Anniversary of Certification (2.5%)	Weekly Base Rate of Pay as at 2nd anniversary of Certification (2.5%)[#]
1.1	\$1,087.44	\$1,114.63	\$1,142.49	\$1,171.06
1.2	\$1,100.67	\$1,128.19	\$1,156.39	\$1,185.30
1.3	\$1,121.87	\$1,149.91	\$1,178.66	\$1,208.13
1.4	\$1,142.03	\$1,170.59	\$1,199.85	\$1,229.85
1.5	\$1,162.48	\$1,191.54	\$1,221.33	\$1,251.86
1.6	\$1,180.10	\$1,209.60	\$1,239.84	\$1,270.84
2.1	\$1,200.80	\$1,230.82	\$1,261.59	\$1,293.13
2.2	\$1,221.22	\$1,251.75	\$1,283.04	\$1,315.12
2.3	\$1,241.63	\$1,272.67	\$1,304.49	\$1,337.10
2.4	\$1,255.16	\$1,286.54	\$1,318.70	\$1,351.67
3.1	\$1,275.56	\$1,307.45	\$1,340.13	\$1,373.64
3.2	\$1,288.51	\$1,320.73	\$1,353.74	\$1,387.59
3.3	\$1,308.93	\$1,341.65	\$1,375.20	\$1,409.58
3.4	\$1,329.95	\$1,363.20	\$1,397.28	\$1,432.21
4.1	\$1,351.26	\$1,385.05	\$1,419.67	\$1,455.16
4.2	\$1,372.63	\$1,406.94	\$1,442.12	\$1,478.17
4.3	\$1,391.07	\$1,425.85	\$1,461.49	\$1,498.03
4.4	\$1,412.43	\$1,447.75	\$1,483.94	\$1,521.04
5.1	\$1,433.75	\$1,469.59	\$1,506.33	\$1,543.99
5.2	\$1,452.22	\$1,488.52	\$1,525.73	\$1,563.88
5.3	\$1,473.55	\$1,510.39	\$1,548.15	\$1,586.85
6.1	\$1,509.11	\$1,546.84	\$1,585.51	\$1,625.14
6.2	\$1,544.64	\$1,583.25	\$1,622.83	\$1,663.40
6.3	\$1,580.25	\$1,619.76	\$1,660.25	\$1,701.76
7.1	\$1,615.77	\$1,656.17	\$1,697.57	\$1,740.01
7.2	\$1,651.35	\$1,692.63	\$1,734.95	\$1,778.32
7.3	\$1,686.88	\$1,729.05	\$1,772.28	\$1,816.58
8.1	\$1,729.58	\$1,772.82	\$1,817.14	\$1,862.57
8.2	\$1,772.23	\$1,816.54	\$1,861.95	\$1,908.50
8.3	\$1,814.91	\$1,860.28	\$1,906.79	\$1,954.46
8.4	\$1,854.98	\$1,901.35	\$1,948.88	\$1,997.61
8.5	\$1,895.02	\$1,942.39	\$1,990.95	\$2,040.73

[#] Or CPI capped at 3%, whichever is the higher.

2. Employees covered by Stream B Award

2.1 Salary rates and wage increases for all employees covered by Stream B - Operational Services shall be:

LEVEL	Current Weekly Base Rate of Pay	Weekly Base Rate of Pay as at Certification (2.5%)	Weekly Base Rate of Pay as at 1 st Anniversary of Certification (2.5%)	Weekly Base Rate of Pay as at 2 nd anniversary of Certification (2.5%) [#]
3	\$991.55	\$1,016.34	\$1,041.75	\$1,067.79
4	\$1,003.87	\$1,028.96	\$1,054.69	\$1,081.06
5	\$1,021.79	\$1,047.33	\$1,073.52	\$1,100.36
6	\$1,047.52	\$1,073.71	\$1,100.55	\$1,128.06
7	\$1,073.13	\$1,099.96	\$1,127.46	\$1,155.64
8	\$1,096.43	\$1,123.84	\$1,151.94	\$1,180.73
9	\$1,122.16	\$1,150.21	\$1,178.97	\$1,208.44

Or CPI capped at 3%, whichever is the higher.

2.2 Salary rates and wage increases for all employees covered by Stream B - Tourism and Hospitality shall be:

Level		Current Over Award Weekly Base Rate of pay	EB weekly base rate of pay as at Certification Date (2.5%)	EB weekly base rate of pay as at 1 st Anniversary of Certification (2.5%)	EB weekly base rate of pay as at 2 nd Anniversary of Certification (2.5%) [#]
Level 1 Introductory Tour Guide	Level 1 Hospitality Worker	\$1008.58	\$1033.79	\$1059.64	\$1086.13
Level 2 Tour Guide	Level 2 Hospitality Worker	\$1048.10	\$1074.30	\$1101.16	\$1128.69
Level 3 Tour Guide		\$1107.96	\$1135.66	\$1164.05	\$1193.15

Or CPI capped at 3%, whichever is the higher.

2.3 Salary rates and wage increases for all employees covered by Stream B - Tourism and Hospitality – Casuals shall be:

Level		Current Over Award Hourly base rate of pay	Over Award Casual Hourly base rate of pay including 25% casual loading	EB Hourly base rate of pay as at Certification Date (2.5%)	EB Hourly base rate of pay as at 1 st Anniversary of Certification (2.5%)	EB Hourly base rate of pay as at 2 nd Anniversary of Certification (2.5%) [#]
Level 1 Introductory Tour Guide	Level 1 Hospitality Worker	\$26.09	\$32.64	\$33.45	\$34.29	\$35.14
Level 2 Tour Guide	Level 2 Hospitality Worker	\$27.11	\$33.92	\$34.76	\$35.63	\$36.52
Level 3 Tour Guide		\$28.66	\$35.86	\$36.75	\$37.67	\$38.61

Or CPI capped at 3%, whichever is the higher.

3. Employees covered by Stream C Award

3.1 Salary rates and wage increases for all employees covered by Stream C – Building Trades Services shall be:

LEVEL	Current Weekly Base Rate of Pay	Weekly Base Rate of Pay as at Certification (2.5%)	Weekly Base Rate of Pay as at 1 st Anniversary of Certification (2.5%)	Weekly Base Rate of Pay as at 2 nd anniversary of Certification (2.5%)#
BW1(a)	\$974.63	\$998.99	\$1,023.97	\$1,049.57
BW1(b)	\$988.75	\$1,013.47	\$1,038.80	\$1,064.77
BW1(c)	\$998.23	\$1,023.19	\$1,048.77	\$1,074.99
BW1(d)	\$1,009.53	\$1,034.76	\$1,060.63	\$1,087.15
BW2	\$1,027.15	\$1,052.83	\$1,079.15	\$1,106.13
BT1	\$1,052.42	\$1,078.73	\$1,105.70	\$1,133.34
BT2	\$1,078.15	\$1,105.10	\$1,132.73	\$1,161.05
BT3	\$1,103.76	\$1,131.35	\$1,159.64	\$1,188.63

Or CPI capped at 3%, whichever is the higher.

3.2 Salary rate and wage increases for all employees covered by Stream C – Engineering & Electrical /Electronic Services shall be:

LEVEL	Current Weekly Base Rate of Pay	Weekly Base Rate of Pay as at Certification (2.5%)	Weekly Base Rate of Pay as at 1 st Anniversary of Certification (2.5%)	Weekly Base Rate of Pay as at 2 nd anniversary of Certification (2.5%)#
C14	\$911.01	\$933.79	\$957.13	\$981.06
C13	\$929.88	\$953.13	\$976.95	\$1,001.38
C12	\$955.30	\$979.18	\$1,003.66	\$1,028.75
C11	\$978.90	\$1,003.37	\$1,028.45	\$1,054.17
C10	\$1,021.79	\$1,047.33	\$1,073.52	\$1,100.36
C9	\$1,047.52	\$1,073.71	\$1,100.55	\$1,128.06
C8	\$1,073.13	\$1,099.96	\$1,127.46	\$1,155.64
C7	\$1,096.43	\$1,123.84	\$1,151.94	\$1,180.73
C6	\$1,147.88	\$1,176.58	\$1,205.99	\$1,236.14
C5	\$1,172.92	\$1,202.24	\$1,232.29	\$1,263.10
C4	\$1,199.34	\$1,229.32	\$1,260.06	\$1,291.56
C3	\$1,250.68	\$1,281.95	\$1,314.00	\$1,346.85
C2(a)	\$1,276.41	\$1,308.32	\$1,341.03	\$1,374.56
C2(b)	\$1,323.00	\$1,356.07	\$1,389.98	\$1,424.72

Or CPI capped at 3%, whichever is the higher.

Schedule B - TOURISM AND VENUES LOCAL AREA WORK AGREEMENT (LAWA)

PART 1 – GENERAL TERMS

1. **Title**
 - 1.1. This LAWA shall be known as the *Murweh Shire Council Tourism and Venues Local Area Work Agreement 2022*.
2. **Date and Period of Operation**
 - 2.1. This LAWA shall operate from the date of certification of the *Murweh Shire Council Certified Agreement 2022* (Certified Agreement) and will remain in force until the Certified Agreement is terminated or replaced.
3. **Parties Bound**
 - 3.1. The parties bound by this LAWA shall be Murweh Shire Council and the Australian Workers' Union of Employees, Queensland.
4. **Application**
 - 4.1. The Agreement shall apply to Council, and all Council employees employed in tourism and venues across Murweh Shire Council including, but not limited to, Charleville Airport Cafe, World War II Centre, Cosmos Centre, Visitor Information Centres, the Outback Museum of Australia and any future relevant venues and the unions named in clause 3 above.
 - 4.2. This LAWA shall not apply to Supervisors and Coordinators who are covered by the *Murweh Shire Council Officers Certified Agreement 2022 and Queensland Local Government Industry (Stream A) Award – State 2017, Division 2 – Section 1*.
5. **Relationship to other industrial instruments**
 - 5.1. The Agreement is to be read in conjunction with the *Murweh Shire Council Certified Agreement 2022* and the *Queensland Local Government Industry (Stream B) Award – State 2017, Division 2 – Sections 4 and 7*.
6. **Intention**
 - 6.1. The intention of this Agreement is to achieve Council's operational requirements across venues operating early in the morning to late at night which vary throughout the year depending on operational needs.
 - 6.2. Due to variances in operational demands within these locations, this LAWA has been structured to provide appropriate conditions of employment to employees and the framework on which Council can budget and forecast costs.
 - 6.3. Employees covered by this LAWA can work within and expand their skills, experiences and qualifications by working across various positions.

PART 2 – EMPLOYMENT CONDITIONS

7. **Full-Time employment**
 - 7.1. A Full-Time employee is a permanent, temporary, or maximum term employee who is engaged to perform 38 ordinary hours per week.
8. **Part-Time employment**
 - 8.1. A Part-Time employee is a permanent, temporary, or maximum term employee who is engaged to work not be less than 10 ordinary hours and not more than 38 hours per week.
 - 8.2. By mutual agreement a Part-Time employee may be required to work additional ordinary hours in excess of their regular hours, up to the maximum of 38 hours per week or 76 hours per fortnight.
 - 8.3. Additional hours of work performed pursuant to clause 8.2, will be paid at the applicable ordinary rate of pay.

9. **Casual employment**

- 9.1. A Casual Employee is an employee who is engaged and paid as such, up to a maximum of 38 hours per week.
- 9.2. Casual employees will be paid a 25% Casual Loading for all ordinary hours worked (i.e. 125% of the ordinary hourly rate of pay). The Casual loading is paid to the employee in compensation for the loss of opportunity to accrue paid leave entitlements.
- 9.3. Each Casual engagement stands alone with a minimum payment as to two (2) hours on any given day.
- 9.4. Where a Casual employee requests to finish an engagement after working less than two (2) hours, the employee shall be paid for the actual time worked and the minimum engagement pay stipulated in clause 3 shall not apply.
- 9.5. A Casual employee who is required to work on Saturday, Sunday or a Public Holiday, shall be paid the applicable weekend or Public Holiday ordinary rate of pay plus a 25% Casual loading.
- 9.6. Any overtime worked by a Casual employee shall be paid in accordance with the Overtime provision in clause 16. The Casual loading will not be paid on Overtime.

10. **Maximum Term Employment**

- 10.1. Maximum-Term employee is as employee, other than a Casual, who is engaged for a specified period of time or for a specified task and may be engaged on a Full-time or Part-Time basis.

11. **Ordinary hours of work**

- 11.1. Ordinary hours of work for all employees, shall be worked Monday to Sunday on not more than five (5) consecutive days per week.
- 11.2. Ordinary hours shall be worked continuously except for unpaid meal breaks and rest pauses between the hours of 0600 and 2300.
- 11.3. Ordinary hours of work shall not exceed 10 hours on any one day.

12. **Payment for ordinary hours of work on weekends**

- 12.1. All ordinary hours of duty worked between 0600 and 2300 on Saturdays and Sundays, shall be paid at time and one-half (150%) with a minimum engagement of three (3) hours.

13. **Payment for ordinary hours of work on public holidays**

- 13.1. An employee, other than a Casual, who is ordinarily required to work on a day on which a public holiday falls but is not required to work on that day, shall be paid for the ordinary hours of work that the employee would have been required to work had the day not been a public holiday.
- 13.2. An employee, other than a Casual, who is ordinarily required to work on the public holiday shall be paid at the rate of double time and one-half (250%) for hours worked, with a minimum payment of four (4) hours.
- 13.3. A Casual employee who is required to work on a public holiday shall be paid at the rate of double time and one-half (275%) for any hours worked, with a minimum payment of four (4) hours' work for the day.

14. **Late work payment**

- 14.1. An Employee who is required to work any ordinary hours between 2000 and 2300, Monday to Friday, inclusive, shall be paid a Late Work Loading of 15% in addition to the applicable base rate of pay (115%).
- 14.2. Late Work loading paid pursuant to this clause 13 shall not be applied to overtime penalties.

15. **Meal breaks**

- 15.1. An employee shall not be required to work more than six (6) hours without a break for a meal.
- 15.2. The meal break shall be unpaid and shall not be less than 30 minutes and not more than one (1) hour.
- 15.3. The meal break shall be taken in a way as not to interfere with the continuity of operations/services.

- 15.4. Where the efficiency of Council operations/services may be increased due to completion of work, the meal break may be delayed up to a maximum of 30 minutes, without penalty.
- 15.5. An employee working past the maximum 30 minutes (6.5 hours), shall be paid at the applicable overtime rate until a meal break is taken.
- 15.6. Where an employee is required to work overtime for more than two (2) hours in excess of their rostered ceasing time, the employee shall be paid the meal allowance in accordance with Stream B Award.

16. Overtime

- 16.1. All work performed in excess of the ordinary hours of work or outside the span of ordinary hours prescribed in clause 11 of this LAWA, shall be considered as overtime.
- 16.2. All authorised overtime worked on Monday to Saturday shall be paid at the rate of time and one-half (150%) for the first two (2) hours and at double time (200%) thereafter.
- 16.3. All authorised overtime worked on a Sunday shall be paid for at double time (200%), with a minimum of three (3) hours' work.
- 16.4. An employee who works authorised overtime on a Public Holiday shall be paid at two times and one-half (250%), with a minimum of three (3) hours' work.
- 16.5. The minimum payments stipulated in clauses 16.3 and 16.4 do not apply where the authorised overtime is performed immediately preceding or following ordinary hours.

17. Time off in Lieu (TOIL)

- 17.1. All employees covered by this LAWA, other than casuals, shall be entitled to access TOIL pursuant to clause 17 of the Certified Agreement.

18. Mixed Functions

- 18.1. Employees covered under this LAWA, will be required to perform any of the positions and duties, having regard to their skills, qualifications, and experience across any venue covered by this LAWA.
- 18.2. Employees covered by this LAWA, may be required to perform their duties across more than one (1) venue on any given day.
- 18.3. An employee who is required to perform duties at a higher level for four (4) hours or more on any one day, shall be paid at the rate applicable to such higher level for the whole of that day.
- 18.4. An employee required to perform duties at a higher level for four (4) hours or less on any one day, shall be paid at the rate applicable to such higher level for four (4) hours.

19. Broken Shifts

- 19.1. Where an employee's ordinary hours of work are split by a period of one hour and thirty minutes or more, that shift will be considered a broken shift.
- 19.2. A broken shift will entitle the employee to receive an allowance equivalent to the value of one (1) hour calculated at their ordinary rate of pay.
- 19.3. This one (1) hour allowance will not be counted as an hour worked.
- 19.4. An employee returning to the workplace to complete a broken shift will be paid as follows:
 - (a) where the duration of the broken shift is ten (10) hours or less in total, the employee shall be paid at ordinary time for the broken shift.
 - (b) where the duration of the broken shift is in excess of ten (10) hours in total, the employee shall be paid at the applicable overtime rate for all work performed in excess of ten (10) hours.

20. Rosters

- 20.1. All employees will be notified of their working shifts by means of a roster posted at least seven (7) days in advance of any 14 day roster period.
- 20.2. By mutual consent, variations to the roster may be made at least 48 hours prior to commencement of the new work arrangement. Roster changes may be made with shorter notice periods where the change is mutually agreed with the relevant employee or employees.
- 20.3. The roster for all employees shall provide for a minimum break of ten (10) hours between the finishing of ordinary hours on one day and the commencement of ordinary hours on the following day.
- 20.4. If, on the instructions of Council, an employee resumes or continues ordinary work without having had ten (10) consecutive hours off duty, the employee shall be paid double time (200%) until released from duty and shall then be entitled to be absent until ten (10) consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.

21. Classifications and descriptors

Level	Current positions at time of certification (not including future position requirements or reviews of classifications)	
1	Introductory tour guide	Introductory hospitality worker
2	Tour guide	Hospitality worker
3	Tour guide	

Level 1 Introductory tour guide

Employees with no relevant industry experience may be employed as an Introductory tour guide for the first three (3) months. Employees in this classification level work under direct supervision with specific instructions and procedures and receive appropriate in-house training as applicable to the venue.

Level 2 - Tour guide

An employee having undertaken three (3) months' employment at the introductory level. Employees in this classification level work under limited supervision with general instructions and procedures and will have received appropriate in-house training as applicable to the venue. Indicative tasks of an employee at this level may include any of the following:

- conducting and/or supervising a number of tourists on a tour;
- collecting cash;
- driving an appropriate vehicle; and
- promotional activities and incidental sales.

An employee at this level should be:

- versed in guest services and public relations skills;
- understand matters of cultural sensitivity concerning tourists from other nations;
- is required to have detailed knowledge of the tourism attractions and facilities in the area;
- also have a good understanding of the health and safety obligations required for the protection of tourists that may not understand dangers associated with the Australian environment and wildlife; and
- may be required to hold the appropriate driver authorisation.

Level 3 - Tour guide

An employee at this level possesses the skills of a level 2 employee. Employees in this classification level work under limited supervision with general instructions and procedures and will have received appropriate in-house training as applicable to the venue.

Level 1 - Introductory hospitality worker

Employees with no relevant industry experience may be employed as an Introductory hospitality worker for the first three (3) months. Employees in this classification level work under direct supervision with specific instructions and procedures

and receive appropriate in-house training as applicable to the venue.

Level 2 - Hospitality worker

An employee having undertaken three (3) months' employment at the introductory level. Employees in this classification level work under limited supervision with general instructions and procedures and will have received appropriate in-house training as applicable to the venue. An employee at this level should be able to undertake the following indicative duties:

- receipt of monies;
- taking reservations, greeting and seating guests, transferring guests' baggage and or property including delivery duties;
- attending a snack bar, coffee shop or other food and beverage outlet including taking orders and/or serving food and beverages, setting, clearing and cleaning tables;
- selling, supplying, dispensing or mixing of a range of alcoholic and non- alcoholic beverages, liquor store activities including the sale of specialised stock lines and/or takeaway liquor from a bottle shop or other liquor outlet consistent with the *Liquor Act 1992* and/or employer policy;
- undertaking general waiting and butler duties including basic food and beverage services;
- general cleaning duties within a kitchen, or food preparation area, including the cleaning of cooking and general utensils and crockery;
- assembly and preparation of ingredients for cooking, preparation of ingredients and/or distribution to a buffet bar or other food outlet
- cooking of basic meals and food items requiring regular supervision and limited experience;
- handling, storing and distributing a variety of goods and hospitality products and receiving and storing general and perishable goods;
- rubbish removal, cleaning duties using specialised equipment and chemicals and basic maintenance duties; and
- driving a passenger or courtesy vehicle.

An employee at this level would require general supervision and:

- would receive general instructions usually covering the broader technical aspects of the work;
- are subject to progress checks, but such checks are usually confined to ensuring in broad terms, satisfactory progress is being made; and
- would usually operate in a work team but may have specified areas of autonomy to perform a range of allocated activities and functions.

SIGNATORIES

Signed for and behalf of the
MURWEH SHIRE COUNCIL

N Polglase

Mr Neil Polglase
CHIEF EXECUTIVE OFFICER

DATE: 15/8/2022

In the presence of:

Jillian H Usher

WITNESS

PRINT NAME OF WITNESS: Jillian H Usher

Signed for and behalf of
THE AUSTRALIAN WORKERS' UNION OF
EMPLOYEES, QUEENSLAND

Stacey Schinnerl

NAME Stacey Schinnerl
ROLE Queensland Secretary

DATE: 16th August 2022

Breanna Beattie

In the presence of:

WITNESS

PRINT NAME OF WITNESS: Breanna Beattie
13/333 Adelaide Street
BRISBANE QLD 4000

Signed for and behalf of
CONSTRUCTION, FORESTRY,
MINING & ENERGY,
INDUSTRIAL UNION OF
EMPLOYEES, QUEENSLAND

NAME
ROLE

DATE:

In the presence of:

WITNESS

PRINT NAME OF WITNESS

Signed for and behalf of
AUTOMOTIVE, METALS, ENGINEERING,
PRINTING AND KINDRED INDUSTRIES
INDUSTRIAL UNION OF EMPLOYEES,
QUEENSLAND

Rohan Webb

NAME Rohan Webb
ROLE AMWU State Secretary QLD + NT

DATE: 16 August 2022

M Rose

In the presence of:

WITNESS

PRINT NAME OF
WITNESS
Minami Rose

Signed for and behalf of
QUEENSLAND SERVICES, INDUSTRIAL
UNION OF EMPLOYEES

N Henderson

Mr Neil Henderson
Secretary

DATE: 15/8/22

M Robertson

In the presence of:

WITNESS
PRINT NAME OF WITNESS:

Michelle Robertson