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

Queensland Services, Industrial Union of Employees

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

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

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

(*Matter No. CB/2026/112*)

MARANOA REGIONAL COUNCIL CERTIFIED AGREEMENT 2026

Certificate of Approval

On 10 November 2026 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2010*:

Name of Agreement:	**MARANOA REGIONAL COUNCIL CERTIFIED AGREEMENT 2026**
Parties to the Agreement:	• Maranoa Regional Council • The Australian Workers' Union of Employees, Queensland • Queensland Services, Industrial Union of Employees • Plumbers & Gasfitters Employees' Union Queensland, Union of Employees • Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland • Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

Operative Date: 10 November 2026

Nominal Expiry Date: 1 July 2029

Previous Agreements: *Maranoa Regional Council Certified Agreement 2023*

Termination Date of Previous Agreement: 10 November 2026

By the Commission

10 November 2026



Maranoa Regional Council Certified Agreement 2026

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PART 1 – GENERAL PROVISIONS

1. Title

1.1 This Agreement will be known as the *Maranoa Regional Council Certified Agreement 2026.*

2. Application

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

3. Parties bound

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

(a) The Australian Workers' Union of Employees, Queensland (AWU)

(b) Construction, Forestry, Mining & Energy Industrial Union of Employees, Queensland (CFMEU)

(c) Queensland Services, Industrial Union of Employees (QSU)

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

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

4. Relationship to Parent Awards

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

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

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

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

(d) *Training Wage Award - State 2012*.

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

5. Date and period of operation

5.1 This Agreement shall operate from the date of certification by the Queensland Industrial Relations Commission with a nominal expiry date of 1 July 2029.

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

6. No extra claims

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

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

7. Maranoa Regional Council Employee consultative committee (ECC)

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

7.2 The broad purpose of the ECC includes:

(a) Monitoring and reviewing the implementation of this Agreement; and

(b) Providing a forum for management, Employees and unions to discuss Council wide employment and industrial relations issues and associated policies.

7.3 ECC consultation

(a) In addition, the parties are committed to a consultative and participative workplace culture that will bring about change and reform through cooperation.

(b) It is agreed that the ECC will be the forum through which genuine consultation and discussion regarding any major workplace reform or changes will occur between Council, Employees and the Unions. The ECC will meet as required and at mutually agreed times.

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

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

8. Union Related Matters

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

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

(a) reasonable time in working hours, without loss of pay, to perform the task required to effectively represent their Union members in the workplace;

(b) Council shall not unnecessarily hinder accredited Union delegates in the reasonable and responsible performance of their duties; and

(c) reasonable access to Management representatives of the Council for the purposes of resolving issues of concern to Union members.

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

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

8.5 Right of Entry

(a) An authorised industrial officer (officer) holding a current entry permit issued by the Industrial Registrar will have rights of access and entry to the premises where the work performed falls within the registered coverage of the Union and in conjunction with the relevant provisions of the *Industrial Relations Act 2016* (the Act).

(b) An authorised officer may enter a workplace at which the Council carries out a calling of the officer's Union, during the Council's business hours, to exercise a power under relevant provisions of the Act, subject to the following conditions:

(i) the officer has notified Council or Council's representative of the officer's presence;

(ii) the officer produces their entry permit, if required by Council or Council's representative, if they are present.

(c) if the officer does not comply with a condition of clause 8.5, the officer may be treated as a trespasser.

(d) an officer must not willfully obstruct the Council or an Employee during the Employee's working time.

(e) A person must not obstruct or hinder any officer exercising their right of entry.

8.6 Union delegates will be allowed reasonable time off with pay, within working hours, to attend up to four (4)

union meetings per year (maximum of four (4) per year and no longer than two (2) hours each in duration) designed to improve employment relations with Council.

8.7 Such meeting requests must be put in writing by the relevant Union official and authorised by the CEO. The CEO shall not unreasonably withhold permission, unless for genuine operational reasons. This may require consultation in relation to the timing and location/s of the meetings to minimise impact on Council's operations. Such approval for meetings is on the basis that Employee attendance, whilst supported, is not compulsory.

9. Consultation – introduction of changes

9.1 Council's duty to notify

(a) Prior to Council deciding to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, Council shall notify the Employees who may be affected by the proposed changes and, where relevant, their union/s.

(b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the Council's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

(c) Where the Agreement makes provision for alteration of any of the matters referred to in clauses 9.1(a) and (b), an alteration shall be deemed not to have significant effect.

9.2 Council's duty to consult over change

(a) Council shall consult the Employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on Employees (including the number and categories of Employees likely to be dismissed, and the time when, or the period over which, Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).

(b) The consultation must occur as soon as practicable prior to making the decision referred to in clause 9.2(a).

(c) For the purpose of such consultation, Council shall provide in writing to the Employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees, and any other matters likely to affect Employees.

(d) Notwithstanding the provision of clause 9.2(c), Council shall not be required to disclose confidential information, the disclosure of which would be adverse to the Council's interests.

10. Grievance / dispute resolution

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

10.2 Prevention and settlement of employee grievances and disputes (any industrial matter):

(a) The objectives of the procedure are to promote the prompt resolution of grievances or disputes by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.

(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) At any stage of the dispute/grievance procedure at sub-clause 10.2(d), an employee may choose to consult or be represented by their relevant Union.

(d) The following dispute/grievance procedure applies to all industrial matters within the meaning of the IR Act:

(i) Stage 1: In the first instance the employee and/or their relevant union shall inform such employee's immediate supervisor of the existence of the grievance, and they shall attempt to resolve the

grievance or dispute. If the grievance is with the immediate supervisor, the employee and/or their relevant union shall inform their immediate supervisor's supervisor.

Unless agreed, discussions should take place between the employee and/or their relevant union and such employee's supervisor within twenty-four (24) hours, and this stage shall not extend beyond seven (7) days.

(ii) Stage 2: If the grievance remains unresolved, the employee and/or their relevant union shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties.

Unless agreed, discussions should take place between the employee and/or their relevant union and such employee's Manager within forty-eight (48) hours and this stage shall not extend beyond seven (7) days.

(iii) Stage 3: If the grievance is still unresolved, the aggrieved employee and/or their relevant union may submit the matter in writing to the CEO or Delegate if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.

Unless agreed, this stage should not exceed fourteen (14) days.

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

(f) Council shall ensure that:

(i) the aggrieved employee and/or the relevant union has the opportunity to present all aspects of the grievance; and

(ii) the grievance shall be investigated in a thorough, fair and impartial manner.

(iii) Council may appoint another person to investigate the grievance or dispute. The appointed person shall be other than the employee's supervisor or manager.

(iv) if the matter involves the union/s, 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.

(g) If the grievance or dispute is not settled the matter may be referred to the Queensland Industrial Relations Commission by the employee, the union or Council.

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

11. Equal Employment Opportunity

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

(a) Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;

(b) Inclusion of statements during recruitment that Council is an equal opportunity employer;

(c) Ensuring selection of applicants for vacant positions is conducted in accordance with the law;

(d) Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests;

(e) Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the Anti Discrimination Act 1991.

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

12. Individual flexibility agreements (IFA)

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

(a) Overtime rates;

(b) Penalty rates;

(c) Allowances;

(d) Leave loading; and

(e) Arrangements about when work is to be performed.

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

(a) A request for an IFA must be provided by the Employee in writing and set out the reasons for the request;

(b) The Employee, the Employee's union (if applicable) and Council will consult and agree on arrangements to be implemented;

(c) The arrangements need to meet the operational requirements of Council; and

(d) Both parties agree to genuinely consider any reasonable agreement proposed.

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

12.4 The terms of an IFA must:

(a) be in writing setting out the terms, including a predetermined duration of the agreement and detailed provision for termination of the agreement;

(b) be signed by Council and the Employee;

(c) not, on balance, result in an overall reduction in the entitlements or protections the Employee has under this Agreement; and

(d) only be about matters required or permitted to be in this Agreement.

12.5 The IFA must state the following:

(a) the names of Council and the Employee; and

(b) the terms of the Agreement/Award that will be varied by the IFA and the impact of the variation; and

(c) how the IFA will not result, on balance, in an overall reduction of the Employee's entitlements; and

(d) the commencement date of the IFA; and

(e) the termination date of the IFA which must not be longer than 12 months from the date of commencement.

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

(a) by either Council or the Employee by giving written notice of not less than 28 days; or

(b) by Council and the Employee at any time if they agree in writing to the termination; or

(c) if no agreement on a termination date is reached, by the expiry of 12 months from the date of commencement of the IFA.

13. Local area work agreements (LAWA)

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

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

(a) Overtime rates;

(b) Penalty rates;

(c) Allowances;

(d) Leave loading; and

(e) Arrangements about when work is to be performed.

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

(a) Directly affected Employees, relevant unions (if applicable) and Council will consult and agree on

arrangements to be implemented;

(b) The arrangements need to meet the operational requirements of Council;

(c) Agreement needs to be obtained from more than sixty percent (60%) of affected Employees;

(d) Both parties agree to genuinely consider any reasonable agreement proposed.

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

13.5 The terms of a LAWA must:

(a) Be in writing;

(b) Set out the terms of the LAWA;

(c) Be for a pre-determined term as negotiated between the parties; and

(d) Include a detailed provision for the termination of the LAWA.

14. Major Work Agreements (MWA)

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

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

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

(a) Spreading ordinary hours over seven (7) days;

(b) Working ordinary hours at any time over the day;

(c) Penalties for work performed on Saturday and Sunday;

(d) TOIL accrued during the job is paid out while a capital project is underway;

(e) Timing of Rostered Days Off;

(f) Overtime rates;

(g) Penalty rates;

(h) Allowances; and/or

(i) Arrangements generally about when work is to be performed.

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

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

(b) Directly affected Employees, relevant unions (if applicable) and Council will consult and agree on arrangements to be implemented;

(c) The arrangements need to meet the operational requirements of Council;

(d) Agreement needs to be obtained from more than sixty percent (60%) of affected Employees;

(e) Both parties agree to genuinely consider any reasonable agreement proposed.

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

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

PART 2 – EMPLOYMENT CONDITIONS

15. Spread of Ordinary Hours

15.1 Ordinary hours of work for Employees covered by the Stream A Award, other than casuals and supervisors supervising employees employed under the Stream B and C Awards, shall be worked continuously except for meal breaks and rest pauses between the hours of 5.00am and 6.00pm, Monday to Friday inclusive.

15.2 Ordinary hours of work for Employees covered by Stream B and C Awards and their supervisors, other than

casuals, shall be worked continuously except for meal breaks and rest pauses between the hours of 5.00am and 7.00pm, Monday to Friday inclusive.

15.3 Ordinary hours of work for Employees covered by the Hospitality Services and Health, Sports and Fitness Services Sections of the Stream B Awards will be in accordance with the relevant Award provisions.

16. Types of employment

16.1 An Employee may be employed on a full-time, part-time, casual or maximum term basis or as defined in the relevant Award/s.

16.2 An Employee employed on a maximum term basis is one who is engaged for a specific period of time or specific task.

17. Hours of Work

17.1 The hours of work of Employees are stipulated by the relevant Award/s.

17.2 Notwithstanding clause 17.1, supervisors covered by the Stream A Award who supervise Stream B and C Award Employees, shall work and be paid for 7.6 hours per day or an average of 38 hours per week. For the purpose of calculating the ordinary hourly rate the divisor used shall be 36.25.

17.3 By mutual agreement, a part-time Employee may be required to work additional ordinary hours in excess of their regular hours, up to a maximum of 7.25 or 7.6 hours per day (36.25 or 38 hours per week), which is the full-time equivalent under the relevant Award/s. Additional hours worked in accordance with clause 17.3, will be paid at the applicable ordinary rate of pay.

18. Secondments

18.1 Council may second an Employee to another work area to enable the Employee to develop new competencies or enhance their existing competencies, or enable Council to use an Employee's unique knowledge and skills. A secondment is where an Employee, who meets the requirements, is placed temporarily in the position.

18.2 The following process and conditions shall apply:

(a) When opportunities arise, Council will offer secondments, where practicable, by way of an expression of interest process open for a minimum of a week (7 calendar days);

(b) Secondments will take place by mutual agreement and be documented in a written agreement between the Employee and Council;

(c) On completion of a secondment, a permanent Employee will return to their substantive position.

19. Multi-Engagements

19.1 An Employee may request to work additional hours, in a secondary work engagement/role to their substantive position where the following conditions exist:

(a) The secondary position/role is covered by a different Award, or a different section/division of the same Award, as their substantive position; and

(b) The secondary work engagement/role is on a Part-Time or Casual basis; and

(c) Where such a secondary work arrangement exists, it must be by mutual agreement in writing.

19.2 An Employee working in a secondary work engagement/role is entitled to be paid for that portion of work under the relevant Award which applies to the secondary engagement/role duties.

19.3 Working in a secondary work engagement/role does not entitle an Employee to claim overtime for the combined hours worked between the substantive role and the secondary engagement/role. For overtime purposes, each engagement shall be treated independently.

20. Employment security

20.1 Council is required to provide services to the community in an efficient manner. Council is also mindful of its role in local employment for the development of our local communities. Job security has wide reaching economic development implications for all of our communities.

20.2 The parties agree that the best way to optimise job security is through the pursuit of best practice and continual improvement and acknowledging the following principles:

(a) Continuing to manage Council's workforce to minimise the need for involuntary labour reductions through natural attrition, retraining and redeployment, as detailed in clause 37;

(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.

21. Abandonment of employment

21.1 Where an Employee who has been absent for seven (7) or more working days without Council's consent and does not establish to the satisfaction of Council a reasonable cause for the absence, shall be deemed to have abandoned their employment.

21.2 Before an Employee's employment is terminated for abandonment, Council shall make a reasonable effort to contact the Employee and/or their next of kin/emergency contact (if registered in Council's records). For the purpose of this clause, reasonable contact could be made via either email, post, phone or text messages.

21.3 Subject to clause 21.4, termination of employment for abandonment shall be effective from the date of the Employee's last attendance at work.

21.4 In the event that the unauthorised absence immediately follows a period of approved absence (such as approved leave), termination of employment for abandonment shall be effective from the Employee's last day of approved absence.

PART 3 – EMPLOYMENT BENEFITS

22. Salary sacrifice

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

22.2 Council and an Employee can agree in writing to other salary packaging benefits as provided by Council's salary packaging program and appointed Salary Packaging Service Provider, subject to those arrangements incurring no greater cost to Council (including Goods & Services Tax and Fringe Benefits Tax) and complying with the Australian Taxation Office guidelines.

22.3 Employees wishing to avail themselves of the salary sacrificing arrangements under clause 22.2 (other than salary sacrificing additional superannuation contributions), must have completed three (3) months of continuous service with Council prior to making a request.

22.4 Employees must seek independent financial advice on salary sacrificing and Council will not be responsible for the provision of any financial or taxation advice to an Employee in regard to any salary sacrifice proposal.

23. Skills development and training

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

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

(a) Approved training activities undertaken outside of ordinary hours will be paid at time and-one-half or will, at the Employee's option, be taken as time off in lieu of payment provided that the scheduling of the time off must be consistent with this Agreement.

(b) Course training costs and travel costs to and from training activities approved by the CEO or CEO's delegate will be met by Council.

(c) Training may be either on or off the job with all reasonable steps being taken to conduct the training in normal working hours.

(d) If an approved training activity is undertaken during ordinary working hours, the Employee/s concerned will not suffer any loss of pay in respect to ordinary hours of work.

(e) Council will not be asked to meet the costs of training undertaken by Employees, which was not subject to

prior approval by the CEO or CEO's delegate.

(f) Training provided will be consistent with Council's business requirements, relevant to the work of the Employee and consistent with the skill development of each Employee.

PART 4 – LEAVE ENTITLEMENTS

24. Annual Leave

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

(a) All Employees (other than a casual Employee) shall at the end of each year of employment, be entitled to twenty – five (25) days Annual Leave or pro-rata if part-time in accordance with the full provisions of the applicable Award/s;

(b) Full-Time Employees covered by the Stream A Award, other than supervisors supervising Stream B and C Award Employees, shall accrue 181.25 hours of Annual Leave per annum

(c) Full-Time Employees covered by Stream B and Stream C Awards and their supervisors covered by Stream A Award, shall accrue 190 hours of Annual Leave per annum.

(d) The parties agree that, subject to prior approval, Annual Leave may be taken prior to the due date of the Employee's entitlement to Annual Leave. In such cases, the entitlement shall be calculated on a pro-rata basis.

(e) Subject to clause 24.1(f), Employees may accumulate a maximum of ten (10) weeks Annual Leave in their balance.

(f) If an Employee has accumulated more than ten (10) weeks of Annual Leave as at the time of certification of this Agreement, the Employee must discuss with the CEO (or the person as delegated by the CEO) ways to reducing their accumulated annual leave to ten (10) weeks in accordance with the below timeframes:

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

(g) Notwithstanding clause 24.1(f), with the CEO's prior approval and due to exceptional circumstances, the timeframes stipulated in clause 24.1(f) may be varied by mutual agreement.

(h) Subject to prior approval of the Employee's supervisor and operational requirements, Annual Leave may be taken in single days or as part of a single day.

(i) Employees granted leave under these arrangements must have accrued the leave prior to it being taken.

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

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

25. Personal leave

25.1 Full-Time Employees covered by the Stream A Award, other than supervisors supervising Stream B and C Award Employees, shall accrue 108.75 hours of Sick Leave per annum Part-Time Employees shall accrue Personal Leave on a pro-rata basis.

25.2 Employees covered by Stream B and Stream C Awards and their supervisors covered by Stream A Award, shall accrue 114 hours per annum. Part-Time Employees shall accrue Personal Leave on a pro-rata basis.

25.3 An Employee who is absent from work due to illness or injury must provide prompt notification to the immediate supervisor. When taking sick or carer's leave, the Employee must notify their supervisor / manager of their absence

within thirty (30) minutes of the start of the shift from which they will be absent. The method of contact may be by telephone call, text message and/or email.

25.4 Payment for any absence on Personal Leave that exceeds two (2) consecutive days shall be contingent upon production by the Employee of sufficient evidence to satisfy a reasonable person of the illness or injury.

25.5 All Employees may use Personal Leave to care for a member of their immediate family or household, where:

(a) the person is ill; or

(b) because an unexpected emergency arises in relation to the person; or

(c) the person has experienced domestic family violence.

25.6 On approval by Council, an employee may access accrued Personal Leave for their attendance at specialist, preventative health or routine medical appointments scheduled with a Registered Health Practitioner. A Registered Health Practitioner will mean a medical practitioner registered with the Australian Health Practitioner Regulation Agency (AHPRA).

Employees must obtain approval from their supervisor to take Personal Leave for their attendance at specialist, preventative health or routine medical appointments, providing at least two (2) working days' notice. A request should include the likely duration of the absence, which will generally include attendance at the appointment and travel to and from. Evidence of their attendance at the Registered Health Practitioner may be requested.

It is agreed between the parties that all other appointments and private activities, be undertaken on the employee's Rostered Day Off or non-working days and that where this is not possible, the employee seek permission to switch RDOs or non-working days in order that time off work is minimal.

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

25.8 The requirement for medical evidence under clause 25.7 shall cease after six (6) months, unless the Personal Leave remains to be excessive and/or continues to form a pattern.

25.9 Employees covered under the Stream B and Stream C Award, who become ill or injured during a period of Long Service Leave or Annual Leave, extending for a period of 5 days or more, will be entitled to access Personal Leave and have their LSL or Annual Leave recredited, in accordance with Division 2, Section 1, Clause 20(f) and (g) of the Stream A Award.

25.10 Employees covered under the Stream B and Stream C Award, will be entitled to have any accrued untaken Personal Leave with a previous Queensland local government employer credited to their Personal Leave balance at the commencement of their employment with Council, in accordance with Division 2, Section 1, Clause 20(e) of the Stream A Award.

26. Medical assessment for long term injured or sick Employees

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

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

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

26.4 The written medical report by the specialist medical practitioner will be provided to the CEO or CEO's delegate. The specialist medical practitioner will be consulted as to whether all or part of the report can be released to any other party.

26.5 Council will bear the cost of any specialist medical assessment requested under this clause.

27. Bereavement leave

27.1 Upon the death of a member of an immediate family or household, an Employee may be granted bereavement leave as follows:

(a) Full-time Employees are entitled to up to five (5) days paid bereavement leave on each occasion. The five (5) days paid bereavement leave is to consist of three (3) days paid bereavement leave and two (2) days of personal leave deducted from the Employee's accumulated personal leave entitlements.

(b) Part-time Employees are entitled to up to a maximum of the equivalent of three (3) working days of paid bereavement leave. However, leave under clause 27.1(b) is only available where a part-time Employee would have normally been rostered to work on those days.

(c) Where an Employee has exhausted all paid leave entitlements, the Employee is entitled to take unpaid bereavement leave. The length of unpaid leave should be agreed upon between the Employee and CEO or CEO's delegate. In the absence of agreement, this is limited to three (3) days.

27.2 "Immediate Family" for the purpose clauses 25.5 and 27.1, is defined as an Employee's spouse or de facto spouse, a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or Employee's spouse.

27.3 Where the bereavement relates to an aunt, uncle, cousin, niece or nephew, the Employee may access up to five (5) days personal leave, per occasion, from the Employee's accrued personal leave entitlements.

28. Long service leave

28.1 All Employees shall be entitled to accrue and access long service leave in accordance with the relevant provisions of the Act. This clause supplements the entitlements under the Act.

28.2 Employees are entitled to thirteen (13) weeks long service leave after ten (10) years' continuous service (i.e., 1.3 weeks on full pay for each year of continuous service) and a proportionate amount for an incomplete year of service.

28.3 Long service leave may be accessed for periods of less than two (2) weeks, if Annual Leave entitlements have been exhausted.

28.4 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 access their accrued long service leave or receive a proportionate payment of their long service accrued upon termination of employment.

28.5 The payment stipulated in clause 28.4 does not apply where the termination of employment was because of the Employee's conduct, capacity, or performance.

28.6 Portability of long service leave entitlements is provided for in Chapter 8, Part 3, Division 2 of the *Local Government Regulation 2012*.

28.7 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 Act by agreement in writing. However, the Employee may only request to cash out long service leave on two (2) occasions per calendar year.

29. Parental leave

29.1 An employee who has fifty-two (52) weeks continuous service with Council and is eligible for:

(a) long birth related leave, long adoption leave, long surrogacy leave, or long cultural parental leave ('long parental leave'), as the primary carer of the child/ren; or

(b) short birth related leave, short adoption leave, short surrogacy leave, or short cultural parental order leave ('short parental leave'),

in accordance with the IR Act, will be entitled to take up to fifty-two (52) weeks unpaid parental leave and apply for consideration of an extension in accordance with the IR Act.

29.2 Where eligible, paid parental leave and paid partner leave may be accessed concurrently and will form part of the unpaid parental leave provisions of the IR Act. The paid leave under this clause is in addition to the Federal Government Paid Parental Leave Scheme, however the Federal Government scheme forms part of the parental leave provisions of the IR Act. To be clear, any period of paid parental or partner leave accessed in accordance with this clause will be taken to reduce the period of unpaid parental leave that an employee is entitled to under the IR Act.

Paid Parental Leave

29.3 An employee, other than a casual, eligible for long parental leave will be entitled to a continuous period of paid parental leave of fourteen (14) weeks (pro-rata for part-time employees).

29.4 Unless otherwise agreed by Council, paid parental leave will be taken at the commencement of parental leave, which can be no later than from the birth (including surrogacy) or adoption placement of the child/ren.

29.5 At the request of the employee the paid parental leave can be paid as half payments for a period not exceeding twenty-eight (28) weeks.

Paid Partner Leave

29.6 An employee, other than a casual, eligible for short parental leave at the time of the birth (including surrogacy) or placement of the child/ren, will be entitled to a continuous period of paid partner leave of two (2) weeks (pro-rata for part-time employees).

29.7 Unless otherwise agreed by Council, this paid partner leave will be taken at the time of the birth (including surrogacy) or adoption placement of the child/ren.

29.8 An employee is not entitled to access both paid parental leave and paid partner leave.

29.9 At the request of the employee the two (2) weeks paid partner leave can be made as half payments for a period equaling four (4) weeks.

Conditions of Paid Parental and Partner Leave

29.10 The period of paid parental and partner leave is payable once only in connection with each birth or adoption placement of a child/children to an employee or employees of Council. An employee cannot access both paid parental leave and paid partner leave.

29.11 Part-time employees are entitled to paid parental and partner leave on a pro-rata basis of the average weekly hours for the proceeding twelve (12) months, prior to accessing the leave.

29.12 For the purposes of this clause, if the pregnancy of an employee terminates other than by birth of a living child later than twenty (20) weeks, the employee and the employee's spouse are entitled to the parental leave that they would have been entitled to if the child had been born living.

29.13 In the case of stillbirth or infant death, eligible employees will not lose their entitlement to paid parental or partner leave. It will be provided as paid compassionate leave.

29.14 Appropriate evidence and notice of the requirement to access Parental Leave or Partner Leave may be requested by Council, in accordance with the evidence requirements for parental leave under the IR Act.

29.15 Where an employee continues to work within the six (6) weeks period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, Council may require the employee to provide a Medical Certificate stating that they are fit to work their normal duties.

Superannuation

29.16 Council will continue to pay employer superannuation guarantee contributions on the periods of paid parental leave and paid partner leave, provided for at sub-clause 3 and 6.

Return to Work

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

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

(a) the sole purpose of the day is for the Employee to reconnect with the Employee's employment to facilitate a return to the employment after the end of parental leave; and

(b) such day is not within:

(i) fourteen days (14) after the child was born, adopted or started residing with the Employee under a surrogacy arrangement or cultural recognition order, if the Employee is required by Council to

work on the day; or

(ii) forty-two (42) days after the child was born, adopted or started residing with the Employee under a surrogacy arrangement or cultural recognition order, if such day is worked upon the request of Council.

29.19 Where there is a mutual agreement to work "keeping in touch days" in accordance with clause 29.18 of this Agreement, the Employee may work up to a maximum of ten (10) "keeping in touch days" without breaking their period of unpaid parental leave.

30. Leave without pay

30.1 Employees may request leave without pay.

30.2 Requests for leave without pay will be considered and approved by the CEO or the CEO's delegate on a case by case basis and having regard to operational requirements.

30.3 An Employee who is absent on approved leave without pay for three (3) months or more shall not accrue Personal Leave and Long Service Leave for the duration of the absence.

31. Emergency services leave

31.1 An Employee, other than a casual, engaged as a volunteer in a recognised emergency service organisation (e.g. Rural Fire Brigade) may be entitled to up to five (5) days paid Emergency Services Leave per year. This leave is not cumulative.

31.2 An Employee who exceeds the five (5) days will be allowed to use Annual Leave, banked RDOs or TOIL.

31.3 To avoid disruption to work, an Employee is required to seek approval from the CEO or the CEO's delegate to join a recognised emergency service organisation. Certification of attendance at Emergency Services operations will be required for payment purposes.

32. Natural disaster leave

32.1 Where an Employee is affected by a declared natural disaster caused, by but not limited to, a natural flood or bushfire, the Employee shall be granted leave without loss of pay for up to a maximum of three (3) days per year (non-cumulative) subject to approval by the CEO or the CEO's delegate.

32.2 For the purposes of this clause a natural disaster shall also be deemed to have occurred when:

(i) the Maranoa Region Local Disaster Management Group activates the 'Stand Up' phase in accordance with its disaster management protocols; or

(ii) there is an extreme weather event that prevents an employee from undertaking their duties, including by working from home or attendance at a different work location. Approval will be subject to CEO approval and may require evidence to satisfy a reasonable person of the need to access such leave.

32.3 Leave in accordance with clause 32.1 is given where an Employee is unable to:

(a) report to work at any of Council's depots or premises from which that Employee's duties are conducted by means of plant and/or equipment being stationed there and perform their required or alternative duties or attend training or work from home; or

(b) where continuing to work under extreme conditions is inadvisable due to workplace health and safety considerations and the Employee is required to leave the work site and return home.

32.4 Clause 32.1 would apply to declared natural disasters to undertake the following activities:

(a) ensure protection of family, property and livestock;

(b) secure their residence and belongings;

(c) undertake temporary or emergency repairs; and/or

(d) clean up to restore their dwelling to a habitable state.

32.5 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.

33. Domestic and family violence leave

33.1 Employees personally experiencing domestic and family violence may access up to fifteen (15) 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.

33.2 Domestic and family violence leave given under clause 33.1 of this Agreement is non-cumulative and is non-transferable and may be taken in units of one (1) hour.

33.3 Employees supporting a person experiencing domestic and family violence may take Personal Leave or any other form of accrued leave to accompany them to court or hospital, or to assist with childcare, accommodation or other matters.

33.4 An Employee seeking to access family and domestic violence leave under clause 33.1 of this Agreement, should notify their supervisor, the CEO or the CEO's delegate as soon as reasonably practicable of their intention to take or remain on domestic and family violence or other type of leave for this purpose.

33.5 For the purpose of clause 33, 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.

33.6 In order to provide support to an Employee experiencing domestic and family violence and to provide a safe work environment, Council will approve any reasonable request from an Employee to change their span of hours or pattern of hours and/or shift patterns, change their duties, change their contact details, or any other appropriate measure including those available under existing work arrangements.

33.7 All personal information concerning domestic and family violence will be kept confidential and only shared with Employees who have a genuine need to know. No information will be kept on an Employee's personnel file without their express written permission. Council will work collaboratively with the Employee who is experiencing domestic violence to develop protocols to restrict access to the Employee's personal information and contact details.

33.8 Council will develop and implement workplace safety planning strategies to ensure the protection of all Employees.

33.9 Domestic family violence leave will be recorded as ordinary hours of work on issued Council pay slips.

34. Local Volunteer Leave

34.1 Where an employee volunteers their time to a local not-for-profit organisation they will be entitled to paid time off work, in accordance with Council's Volunteer Leave Policy, as amended from time to time.

PART 5 – WORKPLACE CHANGE

35. General

35.1 The chief objectives of this clause are:

(a) To maintain, where possible, Employees whose positions have become redundant in continued employment within the Council;

(b) To pay monetary compensation to Employees whose positions have become redundant and who are unable to be redeployed; and

(c) To assist Employees to find employment outside the service of the Council.

35.2 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.

36. Redundancy - involuntary

36.1 Council will, as soon as reasonably practicable after the decision to make a position redundant, advise the Employee and their relevant union of the decision. This advice will contain:

(a) The reason for the position becoming redundant;

(b) The anticipated date of the redundancy; and

(c) Estimate of the redundancy entitlements.

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

36.3 An Employee whose position has become redundant and who has not been redeployed as provided by clause 35, 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.

37. Redeployment

37.1 Where Council has made a decision to make a position redundant, Council will identify any redeployment opportunities by reviewing all vacant positions. If a suitable position is found, Council will make an offer to the affected Employee.

37.2 If an offer of redeployment is made, the Employee will be required to accept or reject an offer of redeployment within twenty-one (21) days of receipt of the offer. If the Employee accepts the offer, the Employee will be redeployed to the new position within fourteen (14) days of acceptance of the offer, unless another date is mutually agreed. If the Employee rejects the offer, and if no other redeployment options are found, the Employee will receive the redundancy entitlements as detailed in clause 37.

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

37.4 When the Employee accepts redeployment to a position that is a lower classification than their previous classification level, Council agrees to maintain the Employee's salary/wage at the classification level of the redundant position until:

(a) A maximum of twelve (12) months lapses for an Employee employed by Council on or after 4 February 2020; or

(b) A maximum of three (3) years lapses for an Employee employed by Council prior to 4 February 2020; or

(c) The Employee is no longer employed by Council; or

(d) The Employee is appointed to a position where the wage / salary is equal to or more than the wage / salary of the redundant position.

37.5 Annual and long service leave entitlements accrued by the Employee prior to redeployment to a position at a lower classification, will be paid at the Employee's pre-redeployment rate of pay when the leave is taken or paid out until the pre-redeployment accrued leave entitlement is exhausted.

37.6 During the first twelve (12) weeks of the redeployment, the Employee and Council will assess the suitability of the redeployment. If either the Employee or Council determine that the redeployment is unsatisfactory or unsuitable the redeployment will come to an end and the Employee will receive the redundancy entitlements as detailed in clause 37.

38. Voluntary Redundancy

38.1 The CEO may invite, and approve at their sole discretion, applications from Employees for voluntary redundancy where there are opportunities to review work practices and as a result reduce staffing numbers for delivery of particular services. Voluntary redundancies will be processed within fourteen (14) days of approval, unless another date is agreed between the parties.

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

(a) Payments provided for in clause 38;

(b) Access to Redundancy entitlements provided for in clause 39; and

(c) All usual termination of employment entitlements.

39. Redundancy Pay

39.1 Subject to Clause 38.2, upon termination under clause 34, an Employee will receive a redundancy pay of four (4) weeks' payment for each year of continuous service capped at 104 weeks and a proportionate amount for each incomplete year of service.

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

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

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

40. Early separation incentive payment (ESIP)

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

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

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

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

41. Other Redundancy related entitlements

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

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

PART 6 – WAGE RELATED MATTERS

42. Wage Increases

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

(a) 4.75% effective from the 1st full pay period following 1 July 2026;

(b) 4.00% effective from the 1st full pay period following 1 July 2027; and

(c) 4.00 % effective from the 1st full pay period following 1 July 2028.

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

43. Schedules of Wages

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

44. Salary Increment Levels

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

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

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

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

(a) Leave of absence e.g. where Council agrees to allow the Employee time off without pay including unpaid absences for sickness, injury, etc; or

(b) Periods of absence relating to work injuries (i.e. workers' compensation). While continuity of service is not considered broken, the time lost does not count as service for the purpose of clause 44 of this Agreement; or

(c) Cessation of employment (either by the Employee or Council) due to illness or injury, provided that the Employee is re-employed by Maranoa Regional Council and the Employee was not employed by another employer during the period of absence. The period of absence shall not count as service.

45. Service Increment Payment (SIP)

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

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

PART 7 - Allowances and other payments

46. General

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

46.2 All allowances paid under this Agreement will be increased by the applicable wage increase provided by this Agreement. For the removal of doubt, all allowances that are paid as stipulated by the relevant Award, will be paid as applicable by that Award.

46.3 Save for any Tool Allowances, Supervisors covered by the Stream A Award, whilst supervising Employees covered by Stream B and C Awards, shall be entitled to be paid the same allowances as those claimed by Stream B and C Award Employees whilst so engaged.

46.4 A list of all allowances payable to employees covered by this Agreement is found in APPENDIX 2.

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

47.1 All-purpose allowance

(a) Employees appointed to positions within the following teams, shall be paid an All-Purpose Allowance of $18.40 per week:

(i) Town & Surrounds / Roma Parks & Gardens / Urban Streets, Drainage & Footpaths (Roma)

(ii) Airports

(iii) Saleyards

(iv) Bassett Park

(b) The All-Purpose Allowance is paid to promote multiskilling and in recognition Employees performing a number of tasks from time to time including:

(i) Use of poisons for the spraying of weeds;

(ii) Removal of dead animals;

(iii) Use of chain saws;

(iv) Cleaning.

(c) The All-Purpose Allowance shall be paid in lieu of the Poison Sprays Allowance and any incidental allowances that would otherwise have been payable under the clause 30 Stream B Award, Division 2 - Section 5 (Operational Services), unless otherwise expressly provided for in this Agreement.

47.2 Cleaning allowance

(a) Employees appointed to a position of cleaner shall be paid an allowance of $52.16 per week.

(b) The Cleaning Allowance is paid in lieu of the Toilet Cleaning Allowance payable under the Stream B Award, Division 2 - Section 5 (Operational Services) and any other incidental allowances, unless otherwise expressly provided for in this Agreement.

47.3 Rural Lands Allowance

(a) Employees appointed to positions within the Rural Lands team shall be paid a Rural Lands Allowance of $75.20 per week.

(b) This allowance has been calculated having regard to the diverse services performed in the role from time to time including but not limited to:

(i) use of poisons (e.g. spraying pest weeds and wild dog baiting);

(ii) use and transport of personal horses and equipment for Council services and projects;

(iii) repairs and maintenance of bores and fencing.

(c) The Rural Lands Allowance is intended to be paid in lieu of the Poison Sprays, Tool and Construction, Reconstruction, Alteration, Repair and/or Maintenance Allowances and any incidental allowances that would have otherwise been payable under Stream B Award, Division 2 - Section 5 (Operational Services), unless otherwise as expressly provided for in this Agreement.

47.4 Landfill and transfer stations allowance

(a) Employees appointed wholly or mainly to positions at one of Council's landfill or transfer stations shall be paid a Landfill & Transfer Stations Allowance of $78.81 per week.

(b) This allowance has been calculated having regard to the conditions in which the role is performed including but not limited to:

(i) dirt

(ii) Dust

(iii) handling and movement of waste

(c) The Landfill & Transfer Stations Allowance has been calculated having regard to the Rubbish Dumps Allowance and the Construction, Reconstruction, Alteration, Repair and/or Maintenance Allowance. The allowance is intended to be paid in lieu of any incidental allowances that would have otherwise been payable under Stream B Award, Division 2 - Section 5 (Operational Services), unless otherwise expressly provided for in this Agreement.

47.5 Leading Hand allowance

(a) An Employee appointed by Council to be in charge of other Employees shall be paid an allowance of $14.50 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.

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

48.1 Asbestos Allowance

(a) Subject to clause 46.2, an Employee required to use materials containing asbestos or to work in close proximity to Employees using such materials, or are exposed to asbestos whilst performing their normal duties, shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus), such employees shall be paid an additional $5.64 per day whilst so engaged.

(a) Employees in the following work areas, and their supervisors covered by Stream A Award, shall be entitled to claim the Asbestos allowance under clause 48.1(a):

(i) Water, Sewerage and Gas; and

(ii) Waste Facilities.

(b) Notwithstanding clauses 4.1 (a) and (b), the Asbestos allowance will be paid to Employees who have been trained in handling and/or eradicating Asbestos and are required to perform the duties as described in clause 46.1(a). Employees claiming the allowance must provide evidence of encountering asbestos to the satisfaction of council and in compliance with all safety requirements.

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

(a) The construction, reconstruction, alteration, repair and/or maintenance work allowance (CWA Allowance), as provided at Division 2, Section 5, Clause 13.2(c) of the Stream B Award, will be paid to all field-based Stream B and Stream C employees (pro-rata for part-time and casuals).

(b) The CWA allowance will be claimable by Stream A supervisors of field-based employees, who work a 38-hour work week in accordance with the Stream A Award, where they are exposed to conditions/disabilities compensated for by the CWA Allowance.

The CWA Allowance will not be deducted where an employee is receiving other allowances, for example Live Sewer Allowance. Dirt Money Allowance and Work in Wet Places Allowance will not be claimable.

48.3 Camping meals and expense allowance

(a) The following clauses pertain to instances where an Employee is required for work purposes to be absent overnight from their ordinary place of residence, and required to live in a camp situation.

(b) For the purposes of clause 48.3:

(i) absent overnight is where the Employee is required to be absent for the night following the evening dinner meal.

(ii) camp means dedicated accommodation provided by Council for its Employees in the locations of Injune, Begonia, Dunkeld, off Bargunyah Road / Bollon (and other camps that may be established from time to time) and may also include portable accommodation (including caravans) and other commercial accommodation establishments / workers' camps where approved by Council for project specific Employee accommodation.

(c) Where an Employee is required for work purposes to be absent overnight from their ordinary place of residence, is required to live in a camp situation and provide for their own meals, the Employee shall be paid a Camping Meals and Expense Allowance.

(d) The allowance has been determined using the following nominal amounts as the basis for the calculation but is paid as a lump sum with non-separable portions:

	Year 1	**Year 2**	**Year 3**
Breakfast	$10.48	$10.90	$11.34
Lunch	$10.48	$10.90	$11.34

	Year 1	Year 2	Year 3
Dinner	$36.08	$37.52	$39.02
Other minor expenses	$10.48	$10.90	$11.34
Camp disability allowance	$10.00	$10.00	$10.00
Allowance	**$77.52**	**$80.22**	**$83.04**

(e) An Employee is expected to expend their daily allowance in whatever way each Employee deems meets their individual needs and no further claim for expenses related to that day spent away from home shall be made by the Employee.

(f) To remove any doubt, an Employee receiving Camping Meals and Expense Allowance in accordance with clause 48.3, shall not be entitled to be paid the Camping Incidental Allowance referred to in clause 48.4. This is because the Employee has already been provided an expenses allocation at Council's expense.

48.4 Camping incidental allowance

(a) Where an Employee is required for work purposes to be absent overnight from their ordinary place of residence and required to live in a camp situation where meals are provided by Council, the Employee shall be paid an allowance of $33.32 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). A further allowance of $10.00 per day in acknowledgment of the disability of being absent overnight and staying at camp.

(b) An Employee is expected to expend their daily allowance in whatever way each Employee deems meets their individual needs and no further claim for incidental costs related to that day spent away from home shall be made by the Employee.

(c) Where, for personal reasons, an Employee is required to return home for a night during a period that they would have otherwise been required to live in camp, the Employee will still be entitled to the Camping Meals and Expense Allowance or Camping Incidental Allowance, provided that:

(i) there is agreement between Council and the Employee to leave the camp site; and

(ii) 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.

48.5 Live Sewer Allowance

(a) An employee engaged on live sewer work or cleaning septic tanks shall be paid at the following rate for all time so engaged:

(i) during ordinary hours - at the rate of time and one-half; and

(ii) during overtime or on week-ends or public holidays - at the rate of one-half of the ordinary hourly rate in addition to the relevant overtime, week-end or public holiday rate.

(b) Employees who are on any day required to carry out work in connection with the release of blockages in sewerage lines, septic tanks and connections thereto shall be paid not less than 4 hours at the appropriate rates. All time involved in travelling to and from such operations shall be deemed to be time worked for this purpose.

(c) For the purpose of clause (a), but subject to the qualifications at clause (d), the term live sewer work shall mean work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing. The term shall also include work in connection with septic tanks and cleaning of mechanical plant if such plant is contaminated with sewerage.

(d) The payment prescribed in clauses (a) and (b) shall not apply in the following situations:

(i) where aerial connection with a sewer or septic tank is blocked by a disc, plug, valve, water seal or other means; or

(ii) to employees engaged at sewerage treatment plants.

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

49.1 Synthetic Fluids and Coolants Allowance

(a) Employees who, in their daily duties, handle synthetic oil fluids and/or coolants while maintaining and

repairing power steering units, braking systems, automatic transmissions, and air conditioning unit, shall be eligible to claim an additional allowance of $0.43 per hour, whilst so engaged.

(b) The allowance mentioned in clause 47.1(a) is paid to suitably qualified and accredited mechanics/fitters, trades assistants and apprentices.

49.2 Licensed Trade Allowance

(a) Employees who are required by Council to hold an Electrical or Plumber and/or Drainer regulatory trade license in order to perform the inherent requirements of their role/s, shall be paid an additional allowance of $50.00 per week.

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

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

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

(a) Tool Allowance (excluding Rural Lands which is separately catered for in clauses 47.3).

51. Allowances and other payments – All Employees

51.1 Travelling outside the region for work purposes

(a) Where an Employee is required to travel outside the region for work purposes (e.g. seminars/conferences/other training or meetings), all reasonable travelling and/or out-of-pocket expenses including meals incurred by an Employee in the course of the Employee's duties shall be reimbursed by the Council.

(b) An Employee required to travel as part of the Employee's duties at hours outside the prescribed ordinary hours of work 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.

51.2 Travelling within the region for work purposes

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

51.3 First aid / fire warden / safety representative allowance

(a) An Employee who is appointed and designated to perform one or more of the roles below shall receive an allowance of $23.12 per week:

(i) First Aid Officer

(ii) Fire Warden

(iii) Health & Safety Representative

(b) To be eligible for the payment the Employee appointed must be a full-time Employee.

(c) Where an audit (either internal or external) has identified that the Employee has failed to perform one or more of their responsibilities or duties of their roles as determined from time to time by the CEO or delegate, the allowance will be discontinued.

51.4 Maranoa locality allowance

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

51.5 After hours service

(a) Council will have arrangements in place to ensure adequate resources are available to respond in accordance with the service levels approved by Council in any after hours events/incidents.

(b) For the purpose of clause 49.5 there are four (4) types of roles that may be included in the After Hours Roster and After Hours contact information.

(c) Employees may fulfil a single or dual role dependent upon their skill level and position:

(a) Customer service	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 Coordination and communication (e.g. Telephone, E-mail, Laptop/Tablet) **(Roster)**	Where an employee, in addition to their normal role during ordinary business hours, is required by Council to provide additional coordination or communication function out of hours. This may include, but not be limited to: • Receiving and 'triaging' calls – identifying the nature of the call, level of emergency and timeframe for response. • Arranging response by a pre-qualified or preferred Council supplier to undertake work. • Contacting/engaging rostered on-call team members to undertake after hours work (physical response) in accordance with Council's service levels, and additional employees/team members if required. • Making or receiving calls to/from employees who are undertaking work (including monitoring the safe return of employee/s to home at conclusion of a call out). • Ensuring requests received are logged in Council's Customer Request System noting the customer's name, date, time and details of the call and updating the request if required.
(c) On-call Availability to physically attend a work site to undertake work **(Roster)**	• This is where an Employee is rostered to be contactable and available to return to work to perform additional hours of work (i.e. in addition to their ordinary hours of duty). • Depending on the position (e.g. Airport, Community Safety, Water, Sewerage & Gas) the employee rostered may also provide the coordination function.
(d) Call out/Recall Required to physically attend a work site to undertake work **(Return to work)**	At times there may be circumstances where additional assistance is required, in addition to those rostered to be on-call. Expressions of interest will periodically be called from new or continuing Employees who are interested in undertaking additional work (overtime) if required.

51.6 After hours service rostering

(a) An organisation-wide roster system will be maintained with details of the After Hours Service arrangements, and contact details for the pool of additional Employees who have registered through the Expression of Interest process.

(b) In the case of an Employee who has a position description that includes one of these role types as a requirement of the position, the Employee will be required to have a roster that allows for regular breaks from roster duties and takes into consideration work/life balance needs of the Employee.

(c) Assignment of Employees to the after hours' roster will be undertaken on a consultative basis between management and Employees, having due regard to principles of reasonable direction, Employee well-being and equitable distribution of roster responsibilities.

(d) Any Employee subject to clause 51.6, who cannot be reasonably contacted or refuses to perform work associated with the after hours' roster, without a legitimate reason to the satisfaction of Council, will forfeit any payments and/or allowances provided for within clause 51.8 for any such instance.

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

51.7 Work response vehicle responsibilities

(a) Where Employees are required by Council to have access to a vehicle to ensure prompt response to after hours' work requirements, a vehicle may be allocated to the Employee, with the written approval of the CEO. These vehicles will be clearly marked as 'After Hours On-Call Vehicle' so they can be readily identifiable if home garaged.

(b) Such home garaging will be limited to when the Employee is on the after hours' roster, with a register maintained by the CEO or delegate recording where vehicles will be home garaged. Use will not extend to anything other than travel to and from a callout (after hours) and work sites (during ordinary work time).

51.8 After hours service payments

(a) An Employee directed to perform duties for the After Hours Service outside their ordinary working hours and is able to perform work, shall be entitled to the payments detailed in Table 1.

(b) An Employee shall not be considered to be on call due solely to a customary arrangement whereby the Employee returns to Council's premises outside ordinary hours to perform a specific job outside of ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time. The mere provision of electronic means for contact or to perform work remotely does not in itself justify entitlement to the allowance.

(c) For the purposes of this clause, to be eligible for payment of the allowance, the Employee must be contactable and able to fulfil the duties of their role within a reasonable period of time.

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

<table>
<tr><td>(a) Customer Service</td><td>Payment will be consistent with their Conditions of Employment and this Agreement.</td></tr>
<tr><td>(b) On-call

Rostered coordination / communication (e.g. Telephone, E-mail, Laptop, Tablet)</td><td>
<table>
<tr><td>Allowance</td><td></td></tr>
<tr><td>Monday to Friday</td><td>$35.00 per day</td></tr>
<tr><td>Saturday</td><td>$45.00 per day</td></tr>
<tr><td>Sunday or Public Holiday</td><td>$61.36 per day</td></tr>
</table>
Overtime
If an Employee is required to perform work from home or remotely (i.e. is not required to travel to a work site / workplace), all work performed on that day shall be paid at the overtime rates prescribed in this agreement clause from the time the Employee commences the work until such time as the Employee finishes the work.

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.

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.

Example 1: The Employee receives and/or makes five (5) telephone calls each of five (5) minutes duration (i.e. total duration of twenty-five (25) minutes) the employee will be paid one and a half (1 ½) hours at overtime rates in addition the applicable daily On-call Allowance.

Example 2: 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.

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.
</td></tr>
</table>

(c) On-call Rostered availability to physically attend a work site to undertake work **(Roster)**		**Allowance**	
		Monday to Friday	$35 per day
		Saturday	$45 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).
		Overtime & minimum callouts	
		Monday to Friday	Where an Employee is required to physically attend the worksite to perform work, the Employee will be paid as follows: <u>First minimum payment</u>: (i) Minimum 3 hours at the rate of time and one-half, regardless of the time spent at work during this callout. (ii) If the Employee returns to work prior to the <u>end</u> of the <u>first</u> 3 hours minimum callout period on any day, the Employee shall be paid for the actual time worked at the rate of time and one-half. <u>Second minimum payment:</u> (i) If the Employee is required to return to work <u>after</u> 3 hours following the <u>commencement</u> of the <u>first</u> 3 hours minimum callout period, the Employee shall be paid an additional minimum payment of 3 hours at the rate of time and one-half. (ii) If the Employee returns to work <u>after</u> the <u>end</u> of the <u>second</u> minimum 3 hours callout period within any day, the Employee shall be paid for the actual time worked at the rate of time and one-half. The minimum 3 hours payments will be paid maximum twice on any one day. with additional returns to work being paid for at the actual time worked at time and one-half. A “day” for the purpose of this provision

			means 00:00 (midnight) to 24:00 (midnight) on any day (Monday to Friday).
		Saturday	Where an Employee is required to physically attend the worksite to perform work, the Employee will be paid as follows: First minimum payment: (i) Minimum 3 hours at the rate of time and one-half, regardless of the time spent at work during this callout. (ii) If the Employee returns to work prior to the end of the first 3 hours minimum callout period on any day, the Employee shall be paid for the actual time worked at the rate of time and one-half. Second minimum payment: (i) If the Employee is required to return to work after 3 hours following the commencement of the first 3 hours minimum callout period, the Employee shall be paid an additional minimum payment of 3 hours at the rate of time and one-half. (ii) If the Employee returns to work after the end of the second minimum 3 hours callout period within any day, the Employee shall be paid for the actual time worked at the rate of time and one-half. The minimum 3 hours payments will be paid maximum twice on any one day. with additional returns to work being paid for at the actual time worked at time and one-half. A "day" for the purpose of this provision means 00:00 (midnight) to 24:00 (midnight) on Saturday. Where the Employee is on-call on a Friday, and performs work past 24:00 on Friday, the Employee shall be paid the overtime rate applicable on the day that the majority of work was performed.
		Sunday and Public Holidays	Where an Employee is required to physically attend the worksite to perform work, the Employee will be paid as follows: (i) Minimum 4 hours at the rate of double time, regardless of the time

			spent at work during this callout. (ii) If the Employee is required to return to work more than 4 hours following the commencement of the callout, the Employee shall be paid for the actual time worked at the rate of double time. A "day" for the purpose of this provision means 00:00 (midnight) to 24:00 (midnight) on Sunday or Public holiday. Where the Employee is on-call on a Saturday or a day that is not a public holiday, and performs work past 24:00 (midnight) on Saturday or a public holiday, the Employee shall be paid the overtime rate applicable on the day that the majority of work was performed.
		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.	
		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.	
(d) Call out/Recall Required to physically attend a work site to undertake work **(Return to work – Not On-call)**		If an Employee is required to travel to a work site / workplace to perform work but is not On-call, all work performed by the employee shall be paid for at the overtime rates prescribed in the section (c) of Table 1, from the time of leaving home to commence work until the time the employee returns home. In this situation the employee would not be entitled to receive the daily on-call allowance. Employee shall be entitled to the same minimum callouts and applicable overtime rates described in section (c) of Table 1 of clause 49.8(c).	

51.9 Motor Vehicle allowance

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

51.10 Reimbursement for safety boots

Council will reimburse Employees for the cost of safety boots to the maximum amount of $282.28 (including GST) per annum in accordance with the safety boot provisions of Council's approved Personal Protective Equipment Policy.

51.11 Higher duties

Higher duties are only payable when:

(a) an Employee covered under Stream A Award has been requested (assigned / directed / instructed) to wholly or mainly perform duties of a higher level for more than one (1) day; or

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

51.12 Mandatory Professional Registration

(a) Where an employee is required by Council to hold a mandatory professional registration, certification or membership (Mandatory Professional Registration), the Council will reimburse the employee the cost of maintaining the Mandatory Professional Registration.

(b) Reimbursement will be made by Council, subject to evidence being provided that the Mandatory Professional Registration is obtained and a paid invoice.

(c) A Mandatory Professional Registration, for the purposes of this clause is where a mandatory requirement of an employee's position is to be professionally registered or certified or hold a professional membership or registration. Examples of professional registrations, certifications and memberships, may include:

(i) Chartered accountant;

(ii) Certified practicing accountant;

(iii) Admitted solicitor; or

(iv) RPEQ engineers.

PART 8 – WORKING ARRANGEMENTS – ALL EMPLOYEES

52. Time off in lieu (TOIL)

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

52.2 Where the Employee elects to accrue TOIL for working on a public holiday, the TOIL balance shall accrue at the same rate applicable for the public holiday.

52.3 Upon an Employee's request, Council shall make available to the Employee, the Employee's salary and attendance records clearly specifying whether overtime is paid at the overtime penalty rate or granted as TOIL. TOIL shall be accrued and taken on a time for time basis.

52.4 The taking and payment of approved TOIL shall be subject to the following:

(a) An Employee may bank up to an equivalent of five (5) days in any six (6) calendar months period. An Employee who selects not to utilise their banked TOIL within six (6) calendar months of working such TOIL, will have their TOIL balance for that six (6) calendar month period paid out at a single time rate (100%) at the next pay period.

(b) An Employee who is unable to utilise their banked TOIL within six (6) calendar months, due to a refusal by Council, will have their banked TOIL paid out at the overtime rates applicable at the time of accruing TOIL, during the next full pay period following conclusion of the six (6) calendar month period. Where the Employee had approved TOIL but was unable to access it due to Council request for operational needs, the Employee may elect to have that TOIL paid out at the applicable overtime rate or have the accrued TOIL "roll over" into the next six (6) calendar months period for accessing.

(c) Council may direct an Employee to utilise their banked TOIL upon giving fourteen (14) days written notice.

(d) Subject to clause 52.4(a) and (b), TOIL balances will be reviewed bi-annually and any TOIL balances in excess of five (5) days will be paid out at ordinary time rates in July and January of each year.

53. 9 Day Fortnight - Stream A Award Employees (other than supervisors of Stream B and C Award Employees)

53.1 All Full-Time Employees covered by this Agreement shall work a 9-day fortnight cycle with additional daily hours, as per an agreed roster, to accrue a Rostered Day Off (RDO) each fortnight.

53.2 Subject to clause 53.3, to accrue the RDO, Full – Time Employees covered by the Stream A Award, other than supervisors of Employees covered by Stream B and C Awards, will work an agreed roster for each work cycle that must include:

(a) a minimum of thirty (30) minute unpaid break for lunch;

(b) eight 8 hours per working day for eight (8) days within the fortnight (including one mid-morning break of twenty (20) minutes); and

(c) eight 8 hours and 30 minutes on the ninth day within the fortnight (including one mid-morning break of twenty (20) minutes).

53.3 No two (2) Employees who are employed at the same work unit, can access an RDO on the same day, unless with the approval of the relevant Director.

54. 9 Day Fortnight - Stream B and C Award Employees and their supervisors

54.1 To accrue the RDO, Full – Time Employees covered by Stream B and C Awards and their supervisors covered by Stream A Award, will work a 9-day fortnight cycle with additional daily hours, as per an agreed roster to accrue an RDO. The RDO will be taken each fortnight on a Monday or a Friday, unless otherwise agreed. An agreed roster for each work cycle that must include:

(a) a thirty (30) minute unpaid break for lunch;

(b) eight (8) hours and 30 minutes per working day for eight (8) days within the fortnight (including one mid-morning break of twenty (20) minutes); and

(c) eight (8) hours on the ninth day within the fortnight (including one mid-morning break of twenty (20) minutes).

55. 9 Day Fortnight – All employees

55.1 RDOs shall not accrue whilst the Employee is on any period/s of leave, subject to clause 56 of this Agreement.

55.2 Council may temporarily suspend the taking of RDOs during periods of intense activity by agreement between the CEO and Employees. Rostered Days Off that would normally be taken during a period of suspension, may be banked and taken at a time more convenient to Council operations. Banked RDOs will be payable only at ordinary time rates.

55.3 Unless otherwise approved by the CEO or the CEO delegate, Employees shall be entitled to bank a maximum of five (5) RDOs in any six (6) months period.

55.4 Subject to clause 55.5, RDO balances will be reviewed bi-annually and any RDO balances in excess of five (5) days will be paid out at ordinary time rates in July and January of each year.

55.5 Employees required to work on a scheduled RDO may elect to be paid for working on that day at the relevant overtime rate, or have that RDO re-allocated to a mutually agreeable day, without attracting penalty rates, and be paid for work performed on that day at ordinary time.

56. RDO Accrual Adjustment – Leave Deductions

By no later than the first full pay period following 1 July 2027, Council undertakes to adjust the current RDO accrual method to allow for RDO's to be accrued during a period/s of paid leave. From implementation of this change, where an employee accesses paid leave entitlements, their leave balance will be deducted in accordance with their actual rostered hours for the day/s they access paid leave (i.e. their rostered compressed hours), to ensure that they accrue their full RDO.

The implementation of this change and updates on progress will be a standing agenda item on the ECC.

57. Four Day Work Trial – Camp

57.1 Within six (6) months of certification of this Agreement, Council commits to implementation of a four (4) day work week trial for Road Crews engaged at Camp, in consultation with the relevant Union parties.

57.2 Prior to implementation a ballot of directly impacted employees will be undertaken, and at least 75% must vote in favour of the trial. Written notification of two (2) weeks will be given to impacted employees, prior to implementation of the 4-day week trial.

(i) To avoid any doubt, for a trial to proceed all crew members must participate in the 4-day week arrangement.

57.3 The trial will extend for a period of 12 weeks, during which time the following will be monitored and considered:

(i) Operational/productivity impacts on delivery of work;

(ii) Employee feedback;

(iii) Work health and safety impacts, for example working longer hours during summer months, working in the dark etc;

(iv) Cost impacts; and

(v) Plant utilisation.

57.4 The 4-day work week will be implemented on the following basis:

(i) Employees will work a 10-hour day (exclusive of a 30 minute unpaid meal break), with 9.5 hours being ordinary hours of work;

(ii) An employees rostered day off will occur on either the Monday or Friday;

(iii) Over a period of the fortnight the rostered days off will be treated as follows:

(a) The rostered day off in the first week will be treated as an RDO;

(b) The rostered day off in the second week will be treated as a non-rostered workday and employees will not be entitled to an accrued RDO or substitute public holiday, should a public holiday fall on that day.

57.5 The parties agreed that ongoing implementation of the 4-day work week is at Council's discretion.

58. Fatigue Management

58.1 An employee must access ten (10) consecutive hours off duty following working overtime (between the termination of ordinary work on one day and the commencement of ordinary work on the next day). Subject to clause 58.2, the Employee shall be released after completion of such overtime until they access ten (10) consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.

58.2 If, on the instructions of Council, an Employee resumes or continues work without having had ten (10) consecutive hours off duty in accordance with clause 58.1, the Employee shall be paid double time until released from duty for ten (10) consecutive hours, without loss of pay for ordinary working time occurring during such absence.

58.3 Employees who present for work within the 10-hour break rule without their supervisor's permission must advise their supervisor that they are in breach of the 10-hour break rule. The supervisor shall then determine if the Employee should be sent home until the 10-hour break period has been met.

58.4 In instances where the Employee has received multiple calls during the period of overtime as described in clause 58.1, Employees are to liaise with their supervisor in relation to an appropriate start time having regard to the amount of disrupted sleep.

54.5 Supervisors shall have the discretion of allowing Employees an additional rest period in circumstances where the 10-hour break rule does not apply.

59. Meal breaks

59.1 The parties agree to a more flexible arrangement for the purpose of taking meal breaks. These flexible arrangements shall apply without attracting penalty rates, and include:

(a) by mutual agreement, bringing forward or delaying the lunch break up to one (1) hour for job completion, provided that agreement should not be unreasonably withheld.

(b) staggered lunch break which may assist in reaching the timetable for job completion.

59.2 The payment of an overtime penalty for an Employee working through their meal break is only to occur when such Employee has been directed to work through their break or conditions at the time required it (i.e. emergency situation (outside of declared emergencies)). The practice of taking a meal break outside of the defined timeframes, for the Employee's convenience, does not make it liable for overtime.

60. Meal breaks during overtime

60.1 In lieu of the meal breaks during overtime provisions of the relevant Award/s, an Employee required to continue working for more than two (2) hours after the ceasing time on any day or beyond 13:00 (1:00 pm) on a Saturday, Sunday or Public Holiday, shall be paid an amount of $28.50 in addition to the payment for overtime worked.

61. Close down of operations

61.1 The CEO may allow some or all work areas of Council to have a close down period based on operational and service delivery requirements. This may include but is not limited to the Christmas / New Year period and will have regard to school holidays.

61.2 Employees shall be given not less than ninety (90) days' notice of any intention by Council to implement a close down for their specific work area.

61.3 This will provide Council with the opportunity to efficiently manage the taking of leave entitlements. It will also provide Employees with the opportunity to potentially take advantage of school holidays.

61.4 During the period of the close down, Employees will use banked RDOs, TOIL, Annual Leave, Long Service Leave or Leave without pay for time off during a close down. Where an Employee has insufficient leave balances alternative work arrangements will be implemented.

62. Transition to retirement

62.1 Transition to retirement arrangements may be available to those Employees considering full-time retirement from the workforce, and who may consider a transition period to retirement.

62.2 Transition to retirement arrangements shall be in accordance with Council's *Transition to Retirement Policy* (as may be replaced or amended from time to time) and may vary between individuals, due to both individual and operational needs being considered.

62.3 Arrangements between Council and the Employee will be documented in writing confirming the agreed pattern of work required.

62.4 Arrangements may be varied by mutual agreement between the Employee and Council and any agreed variations will be documented in writing.

62.5 Accrued leave entitlement balances held immediately prior to accepting a transition to retirement arrangement will not be affected by accepting the transition to the retirement arrangement. On commencement of the transition to retirement arrangement, all leave will accrue in accordance with the agreed ordinary hours of work and classification level under the transition to retirement arrangement, in accordance with this Agreement and/or the applicable Award/s.

APPENDIX 1 – Schedule of wages

Queensland Local Government Industry (Stream A) Award – State 2017								
Classification	**Base rate of pay $** ***As at the expiry of the previous Agreement***		**Base rate of pay $** ***Including 4.75% increase to be backdated from date of "Yes" vote to the 1st full pay period from 1 July 2026***		**Base rate of pay $** **Effective from the 1st full pay period following 1 July 2027 (4% increase)**		**Base rate of pay $** **Effective from the 1st full pay period following 1 July 2028 (4% increase)**	
	Annual	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***
Level 1, year 1	58,920.56	1,133.09	61719.29	1186.91	64188.06	1234.39	66755.58	1283.76
Level 1, year 2	59,654.29	1,147.20	62487.87	1201.69	64987.38	1249.76	67586.88	1299.75
Level 1, year 3	60,828.98	1,169.79	63718.36	1225.36	66267.09	1274.37	68917.77	1325.34
Level 1, year 4	61,928.60	1,190.93	64870.21	1247.50	67465.02	1297.40	70163.62	1349.30
Level 1, year 5	63,039.51	1,212.30	66033.89	1269.88	68675.24	1320.68	71422.25	1373.51
Level 1, year 6	64,026.94	1,231.29	67068.22	1289.78	69750.95	1341.37	72540.99	1395.02
Level 2, year 1 *	65,216.87	1,254.17	68314.67	1313.74	71047.26	1366.29	73889.15	1420.95
Level 2, year 2	66,459.91	1,278.08	69616.76	1338.79	72401.43	1392.34	75297.48	1448.03
Level 2, year 3	67,738.18	1,302.66	70955.74	1364.54	73793.97	1419.12	76745.73	1475.88
Level 2, year 4	68,590.12	1,319.04	71848.15	1381.70	74722.08	1436.96	77710.96	1494.44
Level 3, year 1	70,365.07	1,353.17	73707.41	1417.45	76655.71	1474.15	79721.94	1533.11
Level 3, year 2	70,823.24	1,361.99	74187.34	1426.68	77154.84	1483.75	80241.03	1543.10

Queensland Local Government Industry (Stream A) Award – State 2017								
Classification	**Base rate of pay $** ***As at the expiry of the previous Agreement***		**Base rate of pay $** ***Including 4.75% increase to be backdated from date of "Yes" vote to the 1st full pay period from 1 July 2026***		**Base rate of pay $** **Effective from the 1st full pay period following 1 July 2027 (4% increase)**		**Base rate of pay $** **Effective from the 1st full pay period following 1 July 2028 (4% increase)**	
	Annual	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***
Level 3, year 3	72,201.78	1,388.50	75631.36	1454.45	78656.62	1512.63	81802.88	1573.14
Level 3, year 4 #	73,579.62	1,414.99	77074.65	1482.20	80157.64	1541.49	83363.94	1603.15
Level 4, year 1	74,956.17	1,441.46	78516.59	1509.93	81657.25	1570.33	84923.54	1633.15
Level 4, year 2	76,334.68	1,467.97	79960.58	1537.70	83159.00	1599.21	86485.36	1663.18
Level 4, year 3	77,527.27	1,490.91	81209.82	1561.73	84458.21	1624.20	87836.54	1689.17
Level 4, year 4	78,905.14	1,517.41	82653.13	1589.49	85959.26	1653.07	89397.63	1719.19
Level 5, year 1	80,281.66	1,543.88	84095.04	1617.21	87458.84	1681.90	90957.19	1749.18
Level 5, year 2	81,473.60	1,566.80	85343.60	1641.22	88757.34	1706.87	92307.63	1775.15
Level 5, year 3	82,851.45	1,593.30	86786.89	1668.98	90258.37	1735.74	93868.70	1805.17
Level 6, year 1	85,147.67	1,637.46	89192.18	1715.24	92759.87	1783.85	96470.27	1855.20
Level 6, year 2	87,443.21	1,681.60	91596.76	1761.48	95260.63	1831.94	99071.06	1905.21
Level 6, year 3	89,740.74	1,725.78	94003.43	1807.76	97763.56	1880.06	101674.10	1955.27
Level 7, year 1	92,036.95	1,769.94	96408.71	1854.01	100265.05	1928.17	104275.66	2005.30

Queensland Local Government Industry (Stream A) Award – State 2017								
Classification	**Base rate of pay $** ***As at the expiry of the previous Agreement***		**Base rate of pay $** ***Including 4.75% increase to be backdated from date of "Yes" vote to the 1st full pay period from 1 July 2026***		**Base rate of pay $** **Effective from the 1st full pay period following 1 July 2027 (4% increase)**		**Base rate of pay $** **Effective from the 1st full pay period following 1 July 2028 (4% increase)**	
	Annual	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***
Level 7, year 2	94,332.50	1,814.09	98813.29	1900.26	102765.83	1976.27	106876.46	2055.32
Level 7, year 3	96,628.70	1,858.24	101218.56	1946.51	105267.31	2024.37	109478.00	2105.35
Level 8, year 1	99,385.10	1,911.25	104105.89	2002.04	108270.13	2082.12	112600.93	2165.40
Level 8, year 2	102,140.14	1,964.23	106991.80	2057.53	111271.47	2139.83	115722.33	2225.43
Level 8, year 3	104,896.51	2,017.24	109879.09	2113.06	114274.26	2197.58	118845.23	2285.49
Level 8, year 4	107,482.24	2,066.97	112587.65	2165.15	117091.15	2251.76	121774.80	2341.83
Level 8, year 5	110,069.29	2,116.72	115297.58	2217.26	119909.48	2305.95	124705.86	2398.19

Classification	**Base rate of pay $** ***As at the expiry of the previous Agreement***		**Base rate of pay $** ***Including 4.75% increase to be backdated from date of "Yes" vote to the 1st full pay period from 1 July 2026***		**Base rate of pay $** **Effective from the 1st full pay period following 1 July 2027 (4% increase)**		**Base rate of pay $** **Effective from the 1st full pay period following 1 July 2028 (4% increase)**	
	Annual	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***
Labour Level 3	62,315.73	1,198.38	65275.73	1255.30	67886.76	1305.515	70602.23	1357.74
Plant Operator / Labourer Level 4	63,152.41	1,214.47	66152.15	1272.16	68798.24	1323.044	71550.16	1375.97
Plant Operator / Labourer Level 5	64,139.80	1,233.46	67186.44	1292.05	69873.90	1343.731	72668.85	1397.48
Multiskilled Plant Operator / Labourer Level 6	65,811.83	1,265.61	68937.89	1325.73	71695.41	1378.76	74563.22	1433.91
Multiskilled Plant Operator / Labourer Level 7	67,526.36	1,298.58	70733.86	1360.27	73563.22	1414.68	76505.75	1471.26
Multiskilled Plant Operator / Labourer Level 8	69,084.15	1,328.54	72365.65	1391.65	75260.27	1447.311	78270.68	1505.20
Grader Operator – Final Trim Level 9	70,798.69	1,361.51	74161.63	1426.19	77128.09	1483.23	80213.22	1542.56

Classification	**Base rate of pay $** ***As at the expiry of the previous Agreement***		**Base rate of pay $** ***Including 4.75% increase to be backdated from date of "Yes" vote to the 1st full pay period from 1 July 2026***		**Base rate of pay $** **Effective from the 1st full pay period following 1 July 2027 (4% increase)**		**Base rate of pay $** **Effective from the 1st full pay period following 1 July 2028 (4% increase)**	
	Annual	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***
BW 1(a)	56,669.50	1,089.80	59361.30	1141.57	61735.75	1187.23	64205.18	1234.72
BW 1(b)	57,999.55	1,115.38	60754.53	1168.36	63184.71	1215.09	65712.10	1263.70
BW 1(c)	59,791.08	1,149.83	62631.16	1204.45	65136.40	1252.62	67741.86	1302.73
BW 1(d)	61,455.81	1,181.84	64374.96	1237.98	66949.96	1287.50	69627.96	1339.00
BW 2	64,139.80	1,233.46	67186.44	1292.05	69873.90	1343.73	72668.85	1397.48
BT 1	65,811.83	1,265.61	68937.89	1325.73	71695.41	1378.76	74563.22	1433.91
BT 2	67,526.36	1,298.58	70733.86	1360.26	73563.22	1414.67	76505.75	1471.26
BT 3	69,084.15	1,328.54	72365.65	1391.65	75260.27	1447.31	78270.68	1505.20
BT 1 (subject to Plumbers Wage & Classification Progression MoU)			71531.20	1375.60	74392.45	1430.62	77368.15	1487.85
BT 2 (subject to Plumbers Wage & Classification Progression MoU)			73507.20	1413.60	76447.49	1470.14	79505.39	1528.95
BT 3 (subject to Plumbers Wage & Classification Progression MoU)			75483.20	1451.60	78502.53	1509.66	81642.63	1570.05
C14	56,669.50	1,089.80	59361.30	1141.57	61735.75	1187.23	64205.18	1234.72
C13	57,999.55	1,115.38	60754.53	1168.36	63184.71	1215.09	65712.10	1263.70
C12	59,791.08	1,149.83	62631.16	1204.45	65136.40	1252.62	67741.86	1302.73

Classification	**Base rate of pay $** ***As at the expiry of the previous Agreement***		**Base rate of pay $** ***Including 4.75% increase to be backdated from date of "Yes" vote to the 1st full pay period from 1 July 2026***		**Base rate of pay $** **Effective from the 1st full pay period following 1 July 2027 (4% increase)**		**Base rate of pay $** **Effective from the 1st full pay period following 1 July 2028 (4% increase)**	
	Annual	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***
C11	61,455.81	1,181.84	64374.96	1237.98	66949.96	1287.50	69627.96	1339.00
C10	64,139.80	1,233.46	67186.44	1292.05	69873.90	1343.73	72668.85	1397.48
C9	65,811.83	1,265.61	68937.89	1325.73	71695.41	1378.76	74563.22	1433.91
C8	67,526.36	1,298.58	70733.86	1360.27	73563.22	1414.68	76505.75	1471.26
C7	69,084.15	1,328.54	72365.65	1391.65	75260.27	1447.31	78270.68	1505.21
C6	72,521.16	1,394.64	75965.92	1460.89	79004.55	1519.32	82164.73	1580.09
C5	74,198.50	1,426.89	77722.93	1494.67	80831.85	1554.46	84065.12	1616.64
C4	75,958.18	1,460.73	79566.19	1530.12	82748.84	1591.32	86058.79	1654.98
C3	79,395.20	1,526.83	83166.47	1599.36	86493.13	1663.33	89952.86	1729.86
C2(a)	81,183.91	1,561.23	85040.15	1635.39	88441.75	1700.80	91979.42	1768.84
C2(b)	84,585.52	1,626.64	88603.33	1703.91	92147.47	1772.07	95833.36	1842.95

Division 2, Section3, Queensland Local Government Industry (Stream B) Award – State 2017								
Classification	**Base rate of pay $** ***As at the expiry of the previous Agreement***		**Base rate of pay $** ***Including 4.75% increase to be backdated from date of "Yes" vote to the 1st full pay period from 1 July 2026***		**Base rate of pay $** **Effective from the 1st full pay period following 1 July 2027 (4% increase)**		**Base rate of pay $** **Effective from the 1st full pay period following 1 July 2028 (4% increase**	
	Annual	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***
Fitness Industry Workers								
Support Staff Level 1/2	58,920.56	1,133.09	61719.29	1186.91	64188.06	1234.39	66755.58	1283.76
Fitness Instructor Level 1/2	58,920.56	1,133.09	61719.29	1186.91	64188.06	1234.39	66755.58	1283.76
Fitness Instructor Level 3	59,654.29	1,147.20	62487.87	1201.69	64987.38	1249.76	67586.88	1299.75
Fitness Instructor Level 4	61,928.60	1,190.93	64870.21	1247.50	67465.02	1297.40	70163.62	1349.30
Fitness Instructor / Therapist Level 5	64,026.94	1,231.29	67068.22	1289.78	69750.95	1341.37	72540.99	1395.02
Fitness Therapist Level 6	65,216.87	1,254.17	68314.67	1313.74	71047.26	1366.29	73889.15	1420.95
Swim School Workers								
Swim School Worker Level 1/2	58,920.56	1,133.09	61719.29	1186.91	64188.06	1234.39	66755.58	1283.76
Swim School Worker Level 3	59,654.29	1,147.20	62487.87	1201.69	64987.38	1249.76	67586.88	1299.75
Swim School Worker Level 4	61,928.60	1,190.93	64870.21	1247.50	67465.02	1297.40	70163.62	1349.30
Indoor Sports Centre Workers								
Indoor Sports Centre Workers Level 1/2	58,920.56	1,133.09	61719.29	1186.91	64188.06	1234.39	66755.58	1283.76

Division 2, Section3, Queensland Local Government Industry (Stream B) Award – State 2017								
Classification	**Base rate of pay $** ***As at the expiry of the previous Agreement***		**Base rate of pay $** ***Including 4.75% increase to be backdated from date of "Yes" vote to the 1st full pay period from 1 July 2026***		**Base rate of pay $** **Effective from the 1st full pay period following 1 July 2027 (4% increase)**		**Base rate of pay $** **Effective from the 1st full pay period following 1 July 2028 (4% increase**	
	Annual	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***
Indoor Sports Centre Workers Level 3	59,654.29	1,190.93	64870.21	1247.50	67465.02	1297.40	70163.62	1349.30
Support Staff, Swim Schools and Indoor Sports Venues								
Support Staff Level 1/2	58,920.56	1,133.09	61719.29	1186.91	64188.06	1234.39	66755.58	1283.76
Support Staff Level 3	59,654.29	1,147.20	62487.87	1201.69	64987.38	1249.76	67586.88	1299.75
Division 2, Section3, Queensland Local Government Industry (Stream B) Award – State 2017								
	Annual	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***	***Annual***	***Weekly***
Hospitality worker, level 1	58,920.56	1,133.09	61719.29	1186.91	64188.06	1234.39	66755.58	1283.76
Hospitality worker, level 2	59,654.29	1,147.20	62487.87	1201.69	64987.38	1249.76	67586.88	1299.75
Hospitality worker, level 3	61,928.60	1,190.93	64870.21	1247.50	67465.02	1297.40	70163.62	1349.30
Hospitality worker, level 4	64,026.94	1,231.29	67068.22	1289.78	69750.95	1341.37	72540.99	1395.02
Hospitality worker, level 5	66,459.91	1,278.08	69616.76	1338.79	72401.43	1392.34	75297.48	1448.03
Hospitality worker, level 6	68,590.12	1,319.04	71848.15	1381.70	74722.08	1436.96	77710.96	1494.44

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

Category of Employees	Name of allowance	Current allowance	Frequency of allowance	Allowance applicable from the 1st full pay period following 1st July 2026 (Increase of 4.75 %)	Increase of 4% on first full pay period following 1 July 27	Increase of 4 4% on first full pay period following 1 July 28	Comment
Stream B **Town & Surrounds / Roma Parks & Gardens / Urban Streets, Drainage & Footpaths (Roma)** **Airports** **Saleyards** **Bassett Park**	All-purpose allowance	$17.57	per week	$18.40	$19.14	$19.91	As under EB
Stream B	Cleaning allowance	$49.80	per week	$52.16	$54.25	$56..42	As under EB
Stream B	Rural lands allowance	$71.79	per week	$75.20	$78.21	$81.34	As under EB
Stream B	Landfill and transfer stations allowance	$75.24	per week	$78.81	$81.97	$85.25	As under EB
Stream B	Leading hand allowance	$11.72	per day	$14.50	$15.08	$15.68	As under EB
Stream B and Stream C **& their Stream A Award Supervisors**	Asbestos allowance	$5.38	Per day	$5.64	$5.86	$6.10	As under EB
Stream B and Stream C **& their Stream A Award Supervisors (paid at Stream B Award rate)**	Construction, reconstruction, alteration, repair and/or maintenance allowance	$38.04	per week	$39.85	$41.44	$43.10	As under EB

Category of Employees	Name of allowance	Current allowance	Frequency of allowance	Allowance applicable from the 1st full pay period following 1st July 2026 (Increase of 4.75 %)	Increase of 4% on first full pay period following 1 July 27	Increase of 4 4% on first full pay period following 1 July 28	Comment
Stream B and Stream C & their Stream A Award Supervisors	Camping meals and expense allowance	$64.44	per day	$77.52	$80.22	$83.04	As under EB
Stream B and Stream C & their Stream A Award Supervisors	Camping Incidental Allowance	$22.26	per day	$33.32	$34.25	$35.22	As under EB
Stream B and Stream C & their Stream A Award Supervisors	Live Sewage Work Allowance	As per Award	As per Award	As per Award	As per Award	As per Award	Called into the EB from Award
Stream B and Stream C	Tool Allowance	As per Award	As per Award	As per Award	As per Award	As per Award	Called into the EB from Award
All streams (as applicable)	First aid / fire warden / safety representative allowance	$22.07	per week	$23.12	$24.04	$25.00	As under EB
All streams (as applicable)	Reimbursement for safety boots	$269.48	Per annum	$282.28	$293.57	$305.31	As under EB
All streams	Maranoa locality allowance	$72.00	per fortnight				As under EB
ll streams	On-call allowance	See below					As under EB
Stream C	Synthetic Fluids Allowance	$0.41	per hour (whilst so engaged)	$0.43	$0.45	$0.46	Newly introduced into EB

Category of Employees	Name of allowance	Current allowance	Frequency of allowance	Allowance applicable from the 1st full pay period following 1st July 2026 (Increase of 4.75 %)	Increase of 4% on first full pay period following 1 July 27	Increase of 4 4% on first full pay period following 1 July 28	Comment
Stream C	Licensed Trade Allowance	$21.53	per week	$50.00	$52.00	$54.08	Newly introduced into EB
All streams (as applicable)	Motor Vehicle	As per Award	As per Award	As per Award	As per Award	As per Award	As applicable under each Award
All streams (as applicable)	Travel allowance	As per Award	As per Award	As per Award	As per Award	As per Award	As applicable under each Award
All streams (as applicable)	Meal breaks during overtime	$29.29	per day (whilst so engaged)	$30.68	$31.91	$33.18	As under EB
On call allowance – All Employees							
Rostered coordination / communication (e.g. Telephone, E-mail, Laptop, Tablet)	Monday to Friday	$23.43	per day	$35.00	$36.40	$37.86	As under EB
	Saturday	$35.15	per day	$45.00	$46.80	$48.67	As under EB
	Sunday or Public Holiday	$58.58	per day	$61.36	$63.82	$66.37	As under EB
Rostered availability to physically attend a work site to undertake work (Roster)	Monday to Friday	$23.43	per day	$35.00	$36.40	$37.86	As under EB
	Saturday	$35.15	per day	$45.00	$46.80	$48.67	As under EB
	Sunday or Public Holiday	Payment for an ordinary working day of 8 hours reduced by the actual amount of time worked.					As under EB

APPENDIX 3 – Apprentice and Trainees

(1) The Parties to this Agreement recognise the importance of employing Apprentices and Trainees directly to ensure proper skills and development of the trade or discipline.

(2) Council will ensure Apprentices and Trainees are provided a copy of their agreed Training Plan on commencement and will be supervised to the extent required to support the Apprentice or Trainee in safely achieving all on and off the job training outcomes.

(3) Where Council does not employ adequate qualified tradespeople with the relevant skills or qualification to supervise specific aspects of the Apprenticeship or Traineeship, Council will take all reasonable steps to support the Apprentice or Trainee in successfully completing these aspects of their qualification, which may include identification of a suitable contractor or business placement.

(4) Council agrees that Apprentices and Trainees will be entitled to all terms and conditions of this Agreement, and their weekly ordinary wage rate of pay will be calculated in accordance with this Appendix and the salary scales at Appendix A of this Agreement. Where wage rates are not provided for at Appendix A of this Agreement, the *Order - Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003*, will apply.

(5) An Apprentice or Trainee aged twenty-one (21) or above (Adult), will not receive a rate of pay that is less than the Queensland Minimum Wage.

(6) Except where otherwise provided in this Agreement, the relevant provisions of the relevant Award and the following Industrial Instruments shall apply (as applicable):

a. *Further Education and Training Act 2014*;

b. *Training Wage Award 2012 – State*;

c. *Order - Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003*;

d. *Order – Supply of Tools to Apprentices 2024*.

(7) In accordance with s.372 of the Industrial Relations Act 2016, time spent by an Apprentice or Trainee undertaking supervised training, will be taken to be time worked for Council and ordinary working hours, in calculating the Apprentice or Trainees rate of pay and entitlements under this Agreement.

(8) Time spent traveling, outside or in excess of ordinary work hours (during their own time), to attend supervised training, will be paid ordinary time or, where the travel occurs on a Sunday, time a half.

(9) Apprentices or Trainees attending supervised training will have all accommodation, travel and reasonable meal expenses paid by Council, in accordance with the Award.

(10) Where an Apprentice's or Trainee's rostered day off (RDO), or days off, coincide with attendance at supervised training the equivalent RDO hours will be banked.

(11) Supervised training will be defined in accordance with the *Industrial Relations Act 2016*.

(12) Existing Employees who undertake an Apprenticeship or Traineeship in a similar industry to their substantive position, will continue to be paid the ordinary rate applicable to their former role until the relevant Apprenticeship/Traineeship rate is greater. Such employees shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an Apprentice/Trainee.

(13) Existing Employees will maintain continuity of employment despite having entered into an Apprenticeship or Traineeship. On completion of the Apprenticeship or Traineeship, Existing Employees shall revert back to employment at least equal in status to the classification held prior to their commencement of training, unless they are successfully appointed to a position relevant to their completed study.

(14) To avoid any doubt, an 'Existing Employee' is an employee who was engaged by Council on a permanent basis, prior to commencement of their Apprenticeship or Traineeship.

Table 1: Wage Rates and Progression for Apprentices

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

Table 2: Wage Rates and Progression for Trainees

Wage Level	Trainee Registered for AQF Level 1 or 2 Qualifications	Trainee Registered for AQF Level 3 Qualification	Trainee Registered for AQF Level 4 Qualification	% of Relevant Adult Rate
1	On entry	Prior to the attainment of the minimum training requirements specified for Wage Level 2	Prior to the attainment of the minimum training requirements specified for Wage Level 2	55%
2	After 12 months satisfactory service from commencing the traineeship, if AQF 1 & 2 not completed.	On attainment or completion of: (a) AQF 1 & 2 competencies; or (b) 1/2 of the total competencies for the relevant AQF 3 qualification; or (c) 1/2 of the nominal duration of the traineeship, whichever is the earlier.	On attainment or completion of: (a) AQF 1 & 2 competencies; or (b) 1/3 of the total competencies for the relevant AQF 4 qualification; or (c) 1/3 of the nominal duration of the traineeship, whichever is the earlier.	75%

Wage Level	Trainee Registered for AQF Level 1 or 2 Qualifications	Trainee Registered for AQF Level 3 Qualification	Trainee Registered for AQF Level 4 Qualification	% of Relevant Adult Rate
3			On attainment or completion of: (a) AQF 3 competencies, (b) 2/3 of the total competencies for the relevant AQF 4 qualification; or (c) 2/3 of the nominal duration of the traineeship, whichever is the earlier.	100%

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

SIGNATORIES

Signed for and on behalf of

MARANOA REGIONAL COUNCIL

……

Rob Hayward
Chief Executive Officer

In the presence of

…….

Dale Waldron
Date ……

Signed for and on behalf of

The Australian Workers' Union of Employees Queensland (AWU)

……..

Stacey Schinnerl

Secretary

In the presence of

…….

Jeena Habib

Date ……..

Signed for and on behalf of

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

……..

Paul Dunbar

Industrial Relations Coordinator

In the presence of

…….

Emma Eaves

Date ……..

Signed for and on behalf of

Queensland Services, Industrial Union of Employees (QSU)

……

Neil Henderson

Secretary

In the presence of

…….

John Donaghy

Date……

Signed for and on behalf of

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

……..

Paris Andriske

Secretary

In the presence of

…….

Shari Charrington

Date ……

Signed for and on behalf of

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

……..

Richard Olsen

Secretary

In the presence of

…….

Ryan Fletcher

Date ……