

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certification of an agreement

Moreton Bay Regional Council Enterprise Bargaining Agreement (EBA1)

Matter No. CA/2009/21

Commissioner Thompson

26 March 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 26 March 2009 the Commission certifies the following written agreement:

Moreton Bay Regional Council Enterprise Bargaining Agreement (EBA1) – CA/2009/21

Made between:

Moreton Bay Regional Council (ABN 92 967 232 136)

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;
Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees;
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;
Queensland Nurses' Union of Employees;
Queensland Services, Industrial Union of Employees;
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
The Australian Workers' Union of Employees, Queensland;
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
The Electrical Trades Union of Employees Queensland; and
Transport Workers' Union of Australia, Union of Employees.

The agreement was certified by the Commission on 26 March 2009 and shall operate from 26 March 2009 until its nominal expiry on 30 June 2011.

This agreement cancels the following:

Pine Rivers Shire Council Enterprise Agreement 2005-2008 (AG846294)
Pine Rivers Shire Council Enterprise Agreement 2005-2008 (CA/2006/43)
Redcliffe City Council Enterprise Bargaining Agreement #6 (Federal) 2004 (AG836062)
Eos Civil Solutions (a business unit of Redcliffe City Council) Enterprise Bargaining Agreement (State) 2004 (CA/2004/311)
Caboolture Shire Council Certified Agreement No. 4 (AG846295)
Caboolture Shire Council Certified Agreement No. 4 (CA/2006/16)

By the Commission.

Commissioner Thompson

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – certifying an agreement

Moreton Bay Regional Council

AND

The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA),

AND

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

AND

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

AND

Federated Engine Drivers' and Firemen's' Association of Queensland, Union of Employees,

AND

Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees (LHMU),

AND

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

AND

Queensland Nurses' Union of Employees (QNU),

AND

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

AND

The Electrical Trades Union of Employees Queensland (ETU),

AND

Queensland Services, Industrial Union of Employees (QSU),

AND

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

(No. CA21 of 2009)

MORETON BAY REGIONAL COUNCIL – CERTIFIED AGREEMENT 2008

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on 14 February 2009 between Moreton Bay Regional Council , and the parties above, witnesses that the parties mutually agree as follows:

TABLE OF CONTENTS

Clause No. Subject Matter

PART 1 – PRELIMINARY

- 1.1 Title
 - 1.2 Date of Operation
 - 1.3 Objective of EBA1
 - 1.4 Parties Bound
 - 1.5 Parties to EBA1
 - 1.6 Application
 - 1.7 Copy of EBA1
 - 1.8 Relationship to Parent Awards
 - 1.9 Definitions
 - 1.10 Anti-Discrimination
 - 1.11 Ongoing Role of the Local Government Employment Group (LGEG) / Moreton Employment Group (MEG)
- 6

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

- 2.1 Part-Time Employment
- 2.2 More Than One Engagement
- 2.3 Supporting Employees through Periods of Medical Illness
- 2.4 Redeployment and Redundancy
- 2.5 Dispute Resolution Procedure

PART 3 – WAGES AND ALLOWANCES

- 3.1 Wages**
- 3.2 Classifications**
- 3.3 Salary Increases**
- 3.4 Salary Equalisation Process**
- 3.5 Occupational Superannuation**
- 3.6 Allowances**
- 3.7 Progression through classification levels**
- 3.8 Salary Packaging**
- 3.9 On Call Arrangements**
- 3.10 Equity for Operational Supervisors**

PART 4 – HOURS OF WORK

- 4.1 Nine (9) Day Fortnight Arrangement**
- 4.2 Rest Breaks**
- 4.3 Overtime**
- 4.4 Four Day Week Arrangement for Water and Sewerage employees of the former Redcliffe City Council. 13**

PART 5 – LEAVE

- 5.1 Annual Leave**
 - 5.1.1 Annual leave Entitlement**
 - 5.1.2 Calculation of Annual Leave Pay (Leave Loading)**
 - 5.1.3 Purchasing of Additional Leave**
 - 5.1.4 Accumulated Annual Leave**
 - 5.1.5 Annual Closedown**
- 5.2 Personal/Sick Leave**
 - 5.2.1 Flexibility of Leave**
 - 5.2.2 Entitlement to Personal/Sick Leave**
 - 5.2.3 Advance Personal/Sick Leave (for Personal Illness Only)**
 - 5.2.4 Personal/Sick Leave – Payout of ‘entitlement to be paid a percentage of accumulated sick leave on termination’.**
- 5.3 Bereavement / Compassionate Leave**
- 5.4 Long Service Leave (LSL)**
 - 5.4.1 Entitlement**
 - 5.4.2 Flexibility of Long Service Leave**
- 5.5 Parental Leave**
 - 5.5.1 Parental Leave Entitlement**
 - 5.5.2 Paid Maternity Leave Entitlement**
- 5.6 Jury Service Leave**

PART 6 – MISCELLANEOUS PROVISIONS

- 6.1 Trade Union Training Leave**
- 6.2 Employee Assistance and Counselling**
- 6.3 No Extra Claims**
- 6.4 Local Area Workplace Agreements**
 - 6.4.1 Process for LAWA’s**
 - 6.4.2 Existing LAWA’s**
- 6.5 Employment Security**
- 6.6 Recruitment and Selection**
- 6.7 Travel Expense Allowance**
- 6.8 Operational Employees Home Depot**
- 6.9 First Aid Training**
- 6.10 Positive Employment Relations**
- 6.11 Study Assistance**

SCHEDULE 1 – WAGES

SCHEDULE 2 – ON CALL ARRANGEMENTS

SCHEDULE 3 – REDEPLOYMENT AND REDUNDANC

SCHEDULE 4	– PARENTAL LEAVE ENTITLEMENT (AS CONTAINED IN THE LOCAL GOVERNMENT OFFICERS AWARD 1998 – TRANSITIONAL)
SCHEDULE 5	– LOCAL AREA WORKPLACE AGREEMENTS
SCHEDULE 5(a)	– MORETON BAY WATER ON CALL LOCAL AREA WORKPLACE AGREEMENT
SCHEDULE 5(b)	– MORAYFIELD PARK SPORTS CENTRE LOCAL AREA AGREEMENT
SCHEDULE 5(c)	– COMMUNITY DEVELOPMENT AFTER HOURS AGREEMENT
SCHEDULE 5(d)	– EVENTS SECTION AFTER HOURS AGREEMENT
SCHEDULE 5(e)	– WEIGHBRIDGE STAFFING AGREEMENT [Caboolture District]
SCHEDULE 5(f)	– LANDFILL OPERATORS GUIDE
SCHEDULE 5(g)	– CLEANING EMPLOYEES SERVICE UNIT AGREEMENT
SCHEDULE 5(h)	– BUILDING DEPARTMENT PRIVATE CERTIFICATION UNIT
SCHEDULE 5(i)	– REFUSE TIP LANDFILL STAFFING AGREEMENT
SCHEDULE 5(j)	– WEIGHBRIDGE STAFFING AGREEMENT [Pine District]
SIGNATORIES	
ATTACHMENT B	

PART 1 – PRELIMINARY

1.1 Title

This Union Certified Agreement is made in accordance with the *Queensland Industrial Relations Act 1999* and shall be known as the *'Moreton Bay Regional Council Enterprise Bargaining Agreement (EBA1)'*.

1.2 Date of Operation

EBA1 shall take effect from the date of certification.

The nominal expiry date for EBA1 is 30 June 2011.

The parties agree that discussions to review and renegotiate EBA1 shall commence six months prior to the expiration of EBA1 and every endeavour shall be made to complete negotiations for a replacement Agreement by the expiry of EBA1.

EBA1 will continue to operate until a new Agreement is finalised.

1.3 Objective of EBA1

The objective of EBA1 is to amend Award conditions in a manner which provides benefits to both Moreton Bay Regional Council and its Employees.

1.4 Parties Bound

The parties bound by EBA1 are Moreton Bay Regional Council (the Council), its employees and the following Unions that represent the employees working at the Council:

- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA),
- Automotive Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland,
- The Australian Workers' Union of Employees, Queensland (AWU),
- Federated Engine Drivers' and Firemen's Association of Queensland, Union of Employees,
- Liquor, Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees (LHMU),
- Plumbers & Gasfitters Employees Union Queensland, Union of Employees (PGEU),
- Queensland Nurses' Union of Employees (QNU),
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees (CFMEU), Queensland.

- The Electrical Trades Union of Employees Queensland (ETU),
- Queensland Services, Industrial Union of Employees (QSU),
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU).

1.5 Parties to EBA1

The parties to EBA1 are Moreton Bay Regional Council (the Council), and the Unions that represent the employees working at the Council as detailed in Clause 1.4 of EBA1.

1.6 Application

EBA1 shall apply to the Council, its Employees for whom classifications are contained in the relevant Awards (other than those exempted below), and the above named Unions.

EBA1 does not apply to any Employee who is appointed to the position of Chief Executive Officer (CEO), Director, Senior Manager or Manager. The CEO, Director, Senior Manager and Managers will be offered a common law contract in line with the criteria within Clause six of the Local Government Officers Award 1998 – State [Transitional] that will not on balance result in a reduction in the overall terms and conditions of the Award and EBA1.

1.7 Copy of EBA1

EBA1 shall be displayed in the workplace both electronically and in hardcopy with convenient access for all Employees.

1.8 Relationship to Parent Awards

EBA1 shall be read and interpreted wholly in conjunction with the Awards specified below. Provided that where there is any intended inconsistency between EBA1 and the Awards (at the date of certification), the provisions of EBA1 shall prevail.

However if the awards are varied following certification of EBA1, during the life of EBA1, the parties agree that the increased entitlement shall be passed on and, further to this, no Employee shall suffer any loss of wages, entitlements, employment conditions or other benefit as a result of amendments to Awards.

Awards:

- Award for Accommodation and Care Services Employees for Aged Persons – South-Eastern Division 2004.
- Building Trades Public Sector Award – State 2002.
- Children Services Award – State 2006.
- Disability Support Workers Award – State 2003.
- Engineering Award – State 2002.
- Family Leave Award – 2003.
- Health and Fitness Centres, Swim Schools and Indoor Sports Award – State 2005.
- Local Government Employees' (excluding Brisbane City Council) Award – State 2003.
- Municipal Baths Attendants Award – State 2003.
- Queensland Local Government Officers Award 1998 – State [Transitional]

1.9 Definitions

The following terms used throughout EBA1 shall have the meanings given below:

“Corporate Employees”	Employees who undertake managerial and predominantly technical, community and administrative duties as their primary function of employment and are generally based inside Council’s main offices or other locations as determined by Council (excluding Operational Supervisors). These employees are employed under the Local Government Officers Award 1998 – State [Transitional].
“Operational Employees”	Employees engaged to undertake predominantly non-administrative duties as their primary function of employment and are based in the field within Council’s depots, sewerage treatment plants or workshops and include construction, maintenance, operations, surveying or supervisors who supervise other Operational employees. These employees include all employees not employed under the Local Government Officers Award 1998 – State [Transitional] except for Operational Supervisors.
“Chief Executive Officer – (CEO)”	Means the Council’s Chief Executive Officer and includes the Chief Executive

Officer's delegate.

“Manager”	Means a Senior Manager and/or Manager as reflected within the Organisational Structure of Council.
“Work Unit Level”	Means a group of employees or gang of employees working in one functional area and includes employees, supervisors and the Manager of the functional area (even where the Manager is responsible for other functional areas).
“Operational Supervisors”	Means those employees who are employed under the Local Government Officers Award and directly supervise employees who are employed under the Local Government Employees Award. These employees are considered to be Operational Employees for the purposes of EBA1.
“Workplace injury”	A workplace injury shall mean an injury which is accepted as such in accordance with the Workers Compensation and Rehabilitation Act 2003.

1.10 Anti-Discrimination

The Council, the Unions party to EBA1 and the Employees of the Council are committed to the principles of equity and merit and to the objectives of relevant anti-discrimination legislation ensuring the Council is a non-discriminatory workplace and that all persons are treated with dignity and respect.

The Council will conduct its operations with total commitment to the spirit and intent of the above legislation to ensure that its operations, policies, procedures incorporate the following principles:

- Fair practices in the workplace;
- Management decisions being made without bias;
- Recognition of and respect for the social and cultural backgrounds of all staff and customers;
- Improving productivity by ensuring that:
 - The best person is recruited and/or promoted;
 - Skilled Employees are retained;
 - Training and development are linked to customer need and Employee development;
 - The workplace is efficient and free of harassment and discrimination.
- Redressing any past disadvantage by improving employment outcomes for women, people of Aboriginal and Torres Strait Islander background, people from a non-English speaking background and people with a physical disability; and
- Striving to ensure fair outcomes in all areas of employment including:
 - recruitment
 - training and development
 - promotion
 - transfer
 - supervision and management of Employees
 - access to information; and
 - conditions of employment.

1.11 Ongoing Role of the Local Government Employment Group (LGEG) / Moreton Employment Group (MEG)

The membership of the LGEG shall consist of management and unions. Membership will be reviewed on an annual basis. Membership will be based on mutual agreement.

The Council recognises the mutual benefits achieved for both the organisation and Employees through positive Employee relations and encourage the unions that are parties to EBA1 to attend the LGEG meetings for the duration of EBA1.

Meetings are to be held on a quarterly basis after 1 July 2009. From 1 July 2009 the LGEG will be renamed as the Moreton Employment Group (MEG).

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

2.1 Part-Time Employment

This clause applies to Corporate Employees only.

2.1.1 Part-Time

Part-Time employment means employment for less than the normal weekly ordinary hours specified for a full-time employee in the relevant award. All award entitlements are paid on a pro-rata basis for Part-time employees.

2.1.2 Pattern of Work for Part-time Employees

For Part-time employees, the Council and the part-time employee will agree in writing on an initial systematic pattern of work relevant to the position at the time of engagement.

With mutual agreement (in writing), the employee may work additional hours over and above their systematic pattern, up to full time equivalent hours without incurring overtime rates. There will be a bi-annual review of part-time employees hours and where, on average, an employee has been working in excess of their initial agreed pattern of work, the pattern of work will be amended and the employee's systematic hours increased to reflect such.

2.1.3 Flexible Hours

Where operational circumstances are such that it is not possible to set a systematic pattern of work and the employee works such hours in a sporadic manner, Council and Part-time employees will agree to a range of hours that may be worked flexibly within a fortnight. Part-time hours may range from one day per week to a maximum of full-time hours. All work up to full time hours will attract ordinary rates of pay. Employees who have no agreed systematic pattern of work will be compensated with a 5% loading which will apply for each hour worked. An annual review will be conducted on the pattern of work, and if a pattern of work is reasonably established, Council and the employee will agree on a systematic pattern of work as contemplated by clause 2.1.1 relevant to the position and the 5% loading will cease.

2.1.4 Facilitation Clause

Section 2.1.2 is a facilitation clause to assist employees and Council to offer a more permanent workforce.

2.1.5 Transition

All existing part-time and flexible part-time employees will transition to this clause. Council agrees to perform a review on the agreed hours of part-time work for existing employees.

2.2 More Than One Engagement

This clause shall only apply where the Employee makes application and is successful in that application to perform two or more distinct roles.

Employees may be engaged in more than one capacity by the Council. Each engagement shall stand alone for the purposes of accrued entitlements.

Where an employee has been engaged in more than one capacity, such engagements shall not, except in exceptional circumstances, provide for more than the hours of work of a full-time employee. Where exceptional circumstances prevail, and the employee works more than full-time hours, they will be paid overtime rates for the additional hours worked in excess of full time hours.

2.3 Supporting Employees through Periods of Medical Illness

Council commits to take reasonable steps to support employees during periods of medical illness through:

- rehabilitation,
- retraining and placement arrangements for employees with medical limitations.

This clause does not apply to:

- casual employees, or
- employees who have suffered a workplace injury where less than 12 months has elapsed from the date of the workplace injury.

2.3.1 Rehabilitation

Council will provide reasonable rehabilitation for ill and injured employees to assist those employees to return to work. Rehabilitation Officers may request access to accurate and relevant medical information from the treating doctor to assist a productive return to useful work as soon as practical. Employees have a responsibility to cooperate with the rehabilitation process including the provision of necessary and reasonable information to allow the rehabilitation process to operate effectively.

A rehabilitation coordinator will initiate discussions with employees when they have:

- absences of greater than 10 consecutive working days sick leave; or
- provided a certificate or have notified their supervisor that they will be absent on sick leave for more than ten consecutive days; or
- requested to be involved by the ill employee.

The rehabilitation coordinator will make an initial assessment on the appropriateness of rehabilitation. When rehabilitation is considered appropriate the rehabilitation coordinator will:

- Request the employee's consent for the rehabilitation coordinator to contact the employee's treating doctor to clarify any information and discuss rehabilitation, and
- Develop a rehabilitation plan.

In order to facilitate appropriate rehabilitation an employee may be required to undergo a medical review. The medical review may be undertaken by a doctor or specialist nominated by the employee or the employee's treating doctor. However the doctor or specialist must be agreed by Council. Where the Council requests the review to be undertaken the Council will meet the reviewing medical practitioner's reasonable expenses.

The medical review may be undertaken to determine the employee's:

- Diagnosis,
- Prognosis,
- Ability to return to work in their substantive position – any restrictions,
- Ability to return to work in some capacity,
- Eligibility for partial or total permanent disablement.

2.3.2 Retraining and placement

Retraining and placement will apply to an employee if they are unable to perform their substantive role but are able to perform a suitable and available alternative role. The retraining and placement program will depend upon there being a reasonable expectation that a suitable vacancy and placement within Council will occur within six months of the decision to start the program, having regard to:

- A medical determination that the employee's condition has reached maximum medical improvement (MMI) and an assessment of fitness for duty, capability and medical restrictions by a medical practitioner, and
- A vocational assessment of the employee's skills, capability and medical capacity to perform all the requirements of an available role.

If retraining and placement is not an option for the employee then Council will discuss options including, voluntary medical separation and cessation of employment with the employee and where appropriate their union, including, voluntary medical separation and cessation of employment.

2.3.3 Medical Assessment

Where the Senior Human Resources Manager or the Manager Workplace Relations (in consultation with the relevant manager and the relevant accredited Workplace Health and Safety Officer) believes, on reasonable grounds, that an employee's capacity or performance or conduct is being negatively impacted by a medical condition the manager may request that the employee undergo a medical assessment with an appropriate medical specialist.

Where such an assessment identifies a medical issue impacting on the employee's capacity or performance, the employee shall, where appropriate be managed in accordance with this clause and where possible rehabilitation shall be provided.

The parties to EBA1 recognise that council has a duty of care to all employees. Where an employee fails to comply with a request for medical assessment and the Senior Human Resources Manager or the Manager Workplace Relations (in consultation with the relevant manager and the relevant accredited Workplace Health and Safety Officer) believes there is an inherent risk in the employee continuing in their substantive position then they may:

- transfer the employee to a more suitable position to minimise the risk until such time as the employee is cleared to return to their substantive role;
- where a suitable position is not available, issue a lawful direction to the employee not to attend work (on full pay) and require the employee to undergo a medical assessment.

Medical Assessments may be undertaken by a specialist nominated by the employee or the employee's treating doctor. However, the specialist must be agreed by Council. The cost of the assessment shall be met by Council.

2.4 Redeployment and Redundancy

The parties agree and are committed to job security. In the event of any restructure or changes to any work area which will reduce net human resource requirements, employees and unions shall be consulted. Redeployment and Redundancy provisions are provided in Schedule 3.

2.5 Dispute Resolution Procedure

In the event of any workplace matter or a grievance or dispute arising in the workplace or a disagreement between an employee and a relevant Union, or an employee and Council, work shall continue in the usual manner while the following procedures are carried out, except where the matter involves genuine issues of health or safety which require otherwise.

- (i) Initial discussions shall be held between the employee concerned and that employee's immediate supervisor (within 24 hours or one working day of the matter arising);
- (ii) If the matter remains unresolved, the matter may be escalated by either party to the relevant manager (if applicable). The manager will initiate discussions within 48 hours or two working days of the matter being escalated.
- (iii) If the matter remains unresolved, the matter may be escalated by either party to the relevant senior manager. The senior manager will initiate discussions within 48 hours or two working days of the matter being escalated.
- (iv) If the matter remains unresolved, the matter may be escalated by either party to the divisional Director. The director will initiate discussions within 48 hours or two working days of the matter being escalated.
- (v) If the matter remains unresolved, the matter may be escalated by either party to the Chief Executive Officer. The Chief Executive Officer will initiate discussions within five working days of the matter being escalated.
- (vi) If the matter remains unresolved then either party may refer the matter to the Queensland Industrial Relations Commission for conciliation and if necessary, arbitration that will be binding on both parties.

The foregoing procedure does not preclude either party from escalating the issue to a higher stage at any time, having regard to the nature of the issue involved. At any stage in the procedure employees may request support from the appropriate union or an independent person who may be able to assist in representing the employee.

PART 3 – WAGES AND ALLOWANCES

3.1 Wages

The wages payable to employees covered by EBA1 are set out in Schedule One (1).

3.2 Classifications

Council agrees to support the development of a new Competency Based Classification Structure for Operational Employees. The parties are committed to supporting the bipartisan development of an award based classification structure during the life of EBA1. Implementation of a Competency Based Classification Structure will only occur by mutual agreement of all the parties.

3.3 Salary Increases

EBA1 provides for the following increases over the period of EBA1. The resultant rates of pay are set out in Schedule 1.

1 January 2009 (pro-rata)	2.25% or a flat increase of \$20/week whichever is the greater.
1 July 2009	4.5% or a flat increase of \$40/week whichever is the greater.
1 July 2010	4.5% or a flat increase of \$40/week whichever is the greater.

3.4 Salary Equalisation Process

The parties acknowledge that Council endorsed equalisation of District salary structures (for corporate and operational staff) to achieve uniform salary and wages for each classification level within Moreton Bay Regional Council. Equalisation was effective commencing from the first full pay period after 1 July 2008.

3.5 Occupational Superannuation

Employees shall be paid occupational superannuation in accordance with the Local Government Superannuation Trust Deed and Chapter 17 of the *Local Government Act 1993*.

3.6 Allowances

The parties agree to review the allowances payable under the relevant awards during the life of EBA1.

3.7 Progression through classification levels

This clause specifically relates to Operational Employees. The parties agree that EBA1 will not provide for any automatic progression between classification levels. Where an employee has automatically progressed from Level 2 to Level 3 of the Local Government Employees Award as a result of a former Certified Industrial Agreement applying to the former Caboolture Shire Council the affected employee's higher classification level will be maintained.

3.8 Salary Packaging

Employees may participate in salary packaging arrangements, (commonly referred to as "salary sacrifice") including but not limited to superannuation contributions or other benefits provided the arrangements:

- Comply with relevant legislation; and
- Result in no additional cost to the Council.

Employees are advised to seek independent financial advice before entering into a salary packaging arrangement.

3.9 On Call Arrangements

The On-Call Arrangements for MBRC employees apply as follows:

- (a) All existing and new Moreton Bay Regional Council employees (excluding Moreton Bay Water Employees as specified in (b), (c) and (d) below) who are regularly required to be on call and are rostered on an 'on call roster' have their on call arrangements as outlined in Schedule 2.
- (b) Moreton Bay Water Plumbers who were employed through the former Council's of Caboolture and Redcliffe will maintain their existing on-call arrangements as prescribed in management agreements with the former Councils until such time as a new Local Area Workplace Agreement is established to cover on-call arrangements.
- (c) All existing and new Moreton Bay Water Electrical and Mechanical employees will have their on call arrangements as prescribed in the Local Area Workplace Agreement as attached in Schedule 5.
- (d) Moreton Bay Water and sewerage employees from the former Caboolture Shire and Redcliffe City Councils (excluding those specified in (b) above), have their on call arrangements as outlined in the Local Area Workplace Agreement as attached in Schedule 5.

3.10 Equity for Operational Supervisors

Operational Supervisors, who work the same hours as the employees they supervise (eg., 38 hours per week instead of 36.25) will receive an extra payment of 4.27% of wages in compensation.

PART 4 – HOURS OF WORK

4.1 Nine (9) Day Fortnight Arrangement

4.1.1 This clause establishes the Nine Day Fortnight Arrangement.

4.1.2 The Nine Day Fortnight Arrangement will apply to all full-time employees whose terms of employment are governed by EBA1 pursuant to clause 1.6, except for:

- (a) Employees who had negotiated employment arrangements with a former Council (Pine Rivers Shire Council, Caboolture Shire Council or Redcliffe City Council) immediately prior to 15 March 2008 that excluded the employee or the position from access to flexible working hour arrangements (such as Nine (9) Day Fortnight Arrangements, Nineteen (19) day month, or flexi-time arrangements).;

- (b) Employees where agreement has been reached between the employee, their union representative and the CEO, that the employee should be excluded from the Nine Day Fortnight Arrangement to ensure the efficient delivery of Council services; and
- (c) An employee who has applied in writing to the CEO to be excluded from the Nine Day Fortnight Arrangement on the basis of personal requirements and/or family responsibilities.

4.1.3 In this clause 4, 'former Council' means any of Caboolture Shire Council, Pine Rivers Shire Council or Redcliffe City Council.

4.1.4 Hours of Duty

Employees subject to the Nine Day Fortnight Arrangement will work the following hours:

- (a) Corporate Employees: 72.5 hours per fortnight or 8.06 hours per day;
- (b) Operational Employees: 76 hours per fortnight or 8.44 hours per day.

While employees' actual hours of work will be determined by the relevant manager in consultation with employees the spread of working hours will generally be:

- (a) Corporate Employees: 8am -5pm; and
- (b) Operational Employees: 7am – 4pm

Lunch breaks:

For Corporate Employees: Lunch Breaks will be 56 minutes per day taken from 12:04pm to 1:00pm or from 1:04pm to 2:00pm. The duration of lunch breaks may be amended with Manager approval, however, a minimum lunch break of 30 minutes must be taken. Where a lunch break is amended, the hours of work on the same day should be adjusted to ensure the required 8.06 hours are worked in the one day. Time does not accrue in an RDO system.

For Operational Employees: Lunch Breaks will be as determined by the relevant Manager in consultation with staff. Lunch breaks will be a minimum of 30 minutes.

Casual Employees:

Notwithstanding the requirement under the Award that the ordinary hours of casual staff shall not exceed 7.25 hours or 7.6 hours on any one day, where a person is employed on a casual basis to replace someone who works under EBA1, eg., to provide cover during annual leave, then the ordinary hours of the casual employee may be up to 8.06 or 8.44 hours each day. Ordinary hours of work shall not exceed standard full-time hours as per the relevant Award.

4.1.5 Days Off

- (a) Employees working the hours provided in 4.1.4 shall be entitled to one rostered day off (RDO) in every fortnight without reduction in pay except as is otherwise provided for in EBA1. An RDO may be taken Monday to Friday, (inclusive). The allocation of which day of the week shall be taken as an RDO shall be determined at the work unit level.
- (b) Where an employee's RDO falls on a Public Holiday, then the employee shall be entitled to either the next or the previous working day off, but if this is unsuitable to either the employee or the employee's Manager, then the employee may take another day selected by mutual agreement between the employee and the manager.

4.1.6 Rosters

- (a) Managers shall prepare rosters in accordance with the above for each year. Such rosters are to be available to each employee four weeks prior to the expiration of the previous roster.
- (b) An RDO should be taken on the days allocated on the roster. However, alteration to rosters may be required from time to time due to emergent circumstances. In such circumstances alteration to rosters will occur by mutual agreement between the Manager and Employee.

4.1.7 Christmas/New Year

Employees whose work places close or are operating on skeleton staff arrangements during the Christmas-New Year period may not be required to work during the Christmas Closure Period. Employees may during the year elect not to take selected RDO's and bank

the RDO's instead to accommodate for the Christmas Closure Period. Which RDO's should be banked for this purpose is to be mutually agreed between an employee and their Manager.

4.1.8 Banking RDO's – Maximum Accumulation

- (a) In addition to banking RDO's for the Christmas closure period, employees may accrue and bank, subject to the approval of the employee's Manager, up to seven (7) RDO's at any point in time. Approval for banking RDO's must be obtained in advance and must be recorded on relevant timesheets.
- (b) The taking of any or all banked RDO's shall be at an agreed time/period after discussions between the employee and their respective supervisor.

4.1.9 Payment for RDO's

- (a) Corporate Employees: Where an employee is required to work on their RDO they shall bank their RDO. RDO's will not be paid out in any circumstances except as provided for in Clause 4.1.14.
- (b) Operational Employees: Where an employee is required to work on their RDO they may elect to bank their RDO or to be paid overtime for the hours worked. Overtime will be paid in accordance with the relevant award.

4.1.10 Sick Leave

- (a) During a fortnight in which sick leave is taken, employees shall take their RDO as normal with no reduction in sick leave credits.
- (b) An employee who falls sick on their RDO shall not receive any further day off in lieu and cannot claim the day as sick leave.
- (c) An employee who takes a sick leave on a day prior to or after their RDO on a recurring basis, may be required to produce a Doctor's Certificate.

4.1.11 Annual Leave

- (a) Annual leave entitlements shall be recorded in hours so that each day's annual leave shall be recorded as 8.06 and 8.44 hours as appropriate.
- (b) During fortnights in which annual leave is taken, employees shall be entitled to take their RDO, with no reduction in annual leave credits.
- (c) The following examples relate to how annual leave will be debited under the Nine Day Fortnight Arrangement:
 - i. If a 36.25 hour a week employee takes full annual leave entitlement of four weeks they shall be debited with 145 hours, ie., 18 working days of 8.06hours.
 - ii. If a 36.25 hour a week employee takes one week leave during the week in which an RDO is due, then 32.22 hours shall be debited, ie., 4 working days each of 8.06hrs.
 - iii. If a 38 hour a week employee takes full annual leave entitlement of four weeks they shall be debited with 152 hours, ie., 18 working days of 8.44hours.
 - iv. If a 38 hour a week employee takes one week leave during the week in which an RDO is due, then 33.77 hours shall be debited, ie., 4 working days each of 8.44hrs.

4.1.12 Higher Duties

- (a) A day of relief necessitated due to the absence of an Employee in higher levels on their RDO shall not count as part of the qualifying period for higher duties purposes, unless that absence is preceded or followed by any other leave.
- (b) An employee who is relieving in a higher position, which does not work a Nine (9) Day Fortnight, and who is receiving the higher remuneration for that position, is excluded from the RDO Arrangements and shall not be entitled to take RDO's whilst so relieving and shall not accrue RDO's during the period of relief.

4.1.13 Conferences/Seminars

An employee who is directed to attend a Seminar on their RDO shall have their RDO recredited to them to be taken at a mutually agreed later date.

An employee who requests to attend a Conference or Seminar on their RDO shall be deemed to have taken the RDO.

4.1.14 Termination of Employment

If an employee leaves the employment of Council for any reason, they shall be paid the monetary value of their banked RDO's calculated at the applicable ordinary rate of pay.

4.2 Rest Breaks

Where practical every employee shall be entitled to a rest break of 10 minutes duration in the first and second half of the working day. Such rest breaks shall be taken at such times as will not interfere with continuity of work where continuity is necessary.

4.3 Overtime

Overtime will be compensated for in accordance with the respective awards having regard to the Nine (9) Day Fortnight Arrangement prescribed in Clause of 4.1.

Those employees who have been excluded from the Nine (9) Day Fortnight Arrangement, will work standard full-time hours over ten (10) days. Overtime will be paid in accordance with the respective awards.

Compensation for overtime will be remuneration only, TOIL is not an acceptable compensation for overtime.

4.4 Four Day Week Arrangement for Water and Sewerage employees of the former Redcliffe City Council.

Existing Water and Sewerage Employees of the former Redcliffe City Council who were subject to the four day week arrangement under the EOS Management Workplace Agreement will continue to be subject to that arrangement for the life of EBA1 unless mutually agreed.

PART 5 – LEAVE

5.1 Annual Leave

5.1.1 Annual leave Entitlement

Annual leave shall be given and taken at a time mutually convenient to the Council and the Employee concerned as far as practicable. Annual leave shall be cumulative.

5.1.2 Calculation of Annual Leave Pay (Leave Loading)

Annual Leave Loading shall be paid once per year on the first pay day in December of each year.

5.1.3 Purchasing of Additional Leave

Employees may, with the approval of the Chief Executive Officer or delegate, purchase additional periods of annual leave (up to a maximum of two additional weeks leave in any 12 month period).

The price of purchased leave shall not include leave loading and shall be based on the ordinary rate of pay applicable at the date of purchase.

Payments for purchased annual leave will be deducted from fortnightly salary over the subsequent 12 month period. The deduction will be calculated by dividing the cost of the purchased annual leave over a 12 month period ie., (26 fortnights).

Where additional leave is purchased such leave shall be taken prior to leave granted in accordance with clause 5.1.1. Purchased leave must be taken in the year in which it is purchased. Should any purchased leave remain untaken at the conclusion of the calendar year, or at the date of termination, it shall be paid out at the rate of pay at which it was purchased.

5.1.4 Accumulated Annual Leave

Employees may accumulate annual leave of no more than 40 days. Where an employee accrues in excess of 40 days the employee and their manager must develop a reasonable plan (by mutual agreement) to reduce the accumulation below 40 days.

Where such a plan is developed and not complied with or where mutual agreement is unable to be achieved, as a last resort, an

employee may be directed to take annual leave accrued in excess of 40 days.

5.1.5 Annual Closedown

Where the Council declares a closedown over the Christmas – New Year period, all Employees, unless otherwise directed, will be required to take paid or unpaid leave for the period of the shut down.

Employee's may, at their discretion, elect to take one or more of the following forms of paid leave for the duration of the close down:-

- annual leave;
- rostered days off.

Employee's who do not have sufficient accumulated leave will have leave debited from their annual leave account. If the Employee leaves Council prior to their annual leave accumulating to cover the debit, the annual leave owing will be deducted from their final pay.

The Council shall give at least 3 months notice of whether it proposes to implement an annual closedown.

5.2 Personal/Sick Leave

5.2.1 Flexibility of Leave

Employees shall be able to utilise their Personal/Sick leave entitlement flexibly in circumstances of personal sickness, carer responsibilities, bereavement and/or on compassionate grounds.

5.2.2 Entitlement to Personal/Sick Leave

All employees are entitled to 15 days Personal/Sick Leave each calendar year. Personal/Sick leave, as set out below, shall accumulate on an ongoing basis.

Full time employees whose ordinary hours of work are 36.25 per week shall be entitled to 108.75 hours of Personal/Sick leave for each completed year of service.

Full time employees whose ordinary hours of work are 38 per week shall be entitled to 114 hour of Personal/Sick leave for each completed year of service.

Part time employees shall accrue leave on a pro-rata basis of full time Employees undertaking the same type of work.

The rate of accrual of Personal/Sick leave for all Employees, is equal to one tenth of the ordinary hours normally worked in a fortnight by the Employee (i.e. $72.50/10 = 7.25$ or $76.00/10 = 7.6$).

Those employees on a ten-day fortnight have their Personal/Sick leave deducted using the formula shown above. Those Employees who are on a nine-day fortnight, have Personal/Sick leave deducted using the nine-day fortnight formula (i.e. $72.5/9 = 8.06$, $76.00/9 = 8.44$).

5.2.3 Advance Personal/Sick Leave (for Personal Illness Only)

An advance of up to 3 months paid Personal/Sick leave (to be used for the purposes of personal sickness only) may be applied for and approved at the Chief Executive Officer's discretion where a period of medically certified absence extends beyond an Employee's paid sick leave entitlement. Where such an advance of sick leave is utilised by an Employee, the advance will be paid back through deductions from the Employee's sick leave future accumulation, (i.e., 10 days personal leave entitlement will be deducted each year to repay the debt).

The advance of Personal/Sick leave is at the absolute discretion of the Chief Executive Officer and shall only be granted to Employees who have had meritorious service with the Council. A decision not to approve an advance of Personal/Sick leave shall not be subject to appeal or review.

5.2.4 Personal/Sick Leave – Payout of 'entitlement to be paid a percentage of accumulated sick leave on termination'

Employees who commence employment with Moreton Bay Regional Council on or after 5 January 2009 will not receive any entitlement to be paid a percentage of accumulated sick leave on termination.

Employee's who had an entitlement to the payout of accumulated personal/sick leave credits on termination under the Certified

Industrial Agreements applying to the former Council's (ie. Employees of the former Caboolture Shire Council and Redcliffe City Council) may elect to have their entitlement 'paid out'.

If the payout is paid on or prior to 31 December 2009, the payout will be in accordance with the following:

- The payment will be calculated at the rates specified below:
 - Employees of the former Caboolture Shire Council shall receive 2.5% for each year of completed service and pro-rata. (Eg., An employee with three years six months service shall be entitled to $3.5 \times 2.5\% = 8.75\%$.)
 - Employees of the former Redcliffe City Council (appointed on or after 1 July 1999) shall receive the following percentage for each year of completed service and pro-rata (pro-rata will be between the percentages listed in the table below).

Yrs of Service	%	Yrs of Service	%	Yrs of Service	%
0	0	4	5.72	8	11.67
1	1.43	5	7.15	9	13.33
2	2.86	6	8.58	10	15
3	4.29	7	10.00		

- Employees of the former Redcliffe City Council (appointed prior to 1 July 1999) shall receive the following percentages depending on completed years of service and pro-rata (pro-rata will be between the percentages listed in the table below).

Yrs of Service	%	Yrs of Service	%	Yrs of Service	%
9	27	13	42	17	60
10	30	14	46	18	65
11	34	15	50	19	70
12	38	16	55	=/>20	75

- An Employee may elect to receive the pay out as a cash benefit or have the payment rolled over into the Employee's superannuation fund (where superannuation fund terms and conditions provide for this).
- Any employee who ceases employment for any cause other than disciplinary reasons after the certification of EBA1 and prior to the payout shall receive their payment of accumulated sick leave credits at the time of termination.
- The maximum accumulation and one off payout payment of accrued sick leave is limited to 260 working days (1885 hours or 1976 hours dependent upon Award Coverage).
- Following the payment employees will retain their current accrued sick leave balance in full.
- The payment applies only for sick leave accumulated whilst continuously employed by the respective former Councils.
- Only service where the employee was actually accruing or had an entitlement to sick leave applies in determining the years of service. Periods of casual employment or unpaid leave do not constitute service for the purposes of this calculation.
- Following the pay out of accrued sick leave to Employees no further entitlement to the pay out of personal/sick leave on termination shall accrue.

If the payout is paid on or after 1 January 2010, the payout shall be calculated based on the terms and conditions contained within the Certified Industrial Agreements applying to the former Council's (ie. Caboolture Shire Council 2005 Certified Federal Agreement No. 4 and Certified State Agreement No. 4, and Redcliffe City Council's Enterprise Bargaining Agreement No 6 and EOS Civil Solutions Enterprise Bargaining Agreement 2004.)

The parties agree that the take-up of this clause will be monitored on a three-monthly basis during the LGEG/MEG meetings to achieve a minimum 75% reduction in the amount of employees who hold an entitlement to payout of accumulated sick leave on termination. An initial report detailing total number of employees who have a current entitlement will be supplied to the LGEG/MEG, with a view to conduct an ongoing assessment to ascertain whether the 75% reduction will be achieved. The parties agree that if 25% or fewer eligible employees retain their entitlement, then those employees will continue to enjoy the benefits of such

scheme. If 25% or more eligible employees remain in the payout of sick leave scheme by 30 June 2011, Council reserves the right to payout the remaining entitlements for all eligible employees on the 30th June 2011.

5.3 Bereavement / Compassionate Leave

In addition to the Personal/Sick leave entitlement set out above, all Employees (other than casual Employees) shall be entitled to an additional 2 days paid leave in the case of the death of an immediate family member:

- a spouse of the Employee (including a former spouse, de facto or former de facto spouse);
- long-term partner;
- a child (including an adult child, adopted child, foster child, step child and ex nuptial child), of the Employee or the Employee's spouse;
- parent of the Employee or the Employee's spouse;
- grandparent of the Employee or the Employee's spouse;
- grandchild of the Employee or Employee's spouse;
- sibling of the Employee or sibling of the spouse of the Employee including step siblings.

This additional leave is not cumulative.

On request, Employees shall provide proof of death to the satisfaction of the manager to access the above leave entitlements.

Casual Employees shall be entitled to 2 days unpaid leave in the above circumstances.

5.4 Long Service Leave (LSL)

5.4.1 Entitlement

The entitlement of an Employee to long service leave on full pay shall be 13 weeks for ten (10) year's continuous service and pro-rata at the same rate of accumulation for any service beyond 10 years.

An Employee who without the benefit of EBA1 would have had to have completed 15 years' continuous service to become entitled shall, so far as calculating the entitlement to leave is concerned, have service calculated at the rate of 0.86 weeks per year to 30 January 1995 and service after that date calculated at the rate of 1.3 weeks per year.

An employee with more than 7 years service may access their pro-rata long service leave entitlements.

An employee who is terminated for disciplinary reasons shall not be entitled to payout of long service leave entitlements prior to 10 years of service.

5.4.2 Flexibility of Long Service Leave

It is recognised that Employees need to take leave in order to maintain their well being and productivity in the workplace. It is also recognised that a certain amount of flexibility in the manner in which Employees take and/or are paid for their leave is beneficial. In that regard the following options are available to staff at the discretion of the CEO:

- Employees may elect to take Long Service Leave (LSL) at double the length at half the pay. (For Example: A six (6) week long service leave entitlement may be taken as twelve (12) weeks leave and paid at 50% of the full time rate for the period of the leave).
- Employees may elect to take Long Service Leave (LSL) at double pay at half the length of time. (For Example: A six (6) week long service leave entitlement may be taken as three (3) weeks leave and be paid at 200% of the full time rate for the period of the leave.)
- In extenuating circumstances, such as proven financial hardship, an Employee may apply to the Chief Executive Officer for payment in lieu of any LSL accumulated, provided that any such application does not result in the remaining LSL balance being less than 4 weeks.
- Long Service Leave may be taken in minimum week blocks.

Upon becoming eligible to take an initial period of LSL, an Employee shall be entitled to take further LSL as it accumulates.

Employees shall comply with the Industrial Relations Act 1999 (Qld) in relation to the taking of LSL.

5.5 Parental Leave

5.5.1 Parental Leave Entitlement

All Employees shall receive maternity, paternity and adoption leave provisions as set out in the Queensland Local Government Officers Award 1998 Transitional irrespective of whether they would otherwise be covered by that award. Schedule 4 details the provisions parental leave provisions.

5.5.2 Paid Maternity Leave Entitlement

An eligible Employee, with a minimum of 12 months of employment, will be entitled to paid maternity leave of:

Date of Certification:	8 weeks.
1 July 2009:	9 weeks.
1 July 2010:	10 weeks

Paid maternity leave may be taken on full or half pay as the initial absence on such leave. The period of paid leave is exclusive of any public holidays.

The period of paid maternity leave forms part of the 52 weeks of leave available as parental leave.

Where there is an entitlement, Employees may use annual and long service leave during the period of parental leave that would otherwise be unpaid.

A period of maternity leave does not break an Employee's continuity of service, but does not count as service except as prescribed by legislation.

If the pregnancy of an Employee terminates other than by birth of a living child, in the third trimester, the employee may take the equivalent of paid maternity leave as paid compassionate leave. An employee can be required to supply proof of the termination, if requested by management when application for the paid leave is made.

5.6 Jury Service Leave

Special leave with full pay (not deductible to any leave account) shall be granted to Employees required to attend for jury duty. Any remuneration received by the Employee in payment for jury service, less reasonable expenses incurred, is to be paid to Council.

PART 6 – MISCELLANEOUS PROVISIONS

6.1 Trade Union Training Leave

Five (5) working day's leave (non-cumulative) shall be granted to Employees who submit a written application endorsed by the relevant union to attend courses and seminars conducted by the Union.

Such requests will be approved where at least one month's notice (where practicable) is provided and where the leave does not significantly disrupt the service delivery provided by the employees' work unit.

6.2 Employee Assistance and Counselling

The employer shall provide an Employee Assistance Program for the benefit of Employees and the Council.

6.3 No Extra Claims

The parties agree that in the life of EBA1, no extra claims for employment related matters will be made except in the context of Local Area Workplace Agreements as provided for in EBA1.

6.4 Local Area Workplace Agreements

The parties recognise the need for "across the board" arrangements as outlined in EBA1, together with supporting Local Agreements which address issues of concern for specific sections of the workforce.

Accordingly, it is intended that EBA1 be an overarching Agreement and that, progressively, a series of Local Area work Agreements (hereafter called "LAWA") may need to be developed to ensure that all Employees and Council has the opportunity and flexibility necessary to be able to provide services which are viable, cost effective and competitive within certain work groups.

The aim of the LAWA is to allow sufficient flexibility for those specific sections of the workforce so that Council can provide cost effective and competitive services.

LAWA's are not intended to supplant or in any way derogate from the minimum work conditions set out in EBA1. The parties recognise that a LAWA may vary the conditions of employment; however, when viewed as a whole the Employee must not be in an inferior overall position in terms of conditions than they would be under the terms of EBA1 or the relevant Award.

6.4.1 Process for LAWA's

LAWA's will be encouraged and implemented subject to the following requirements:

- (a) The majority (75%) of Employees affected by the change to a LAWA must agree to the change;
- (b) The LAWA will be in writing and will be subject to Agreement between the Council and the relevant Union(s), and signed by the Council and Branch/state Secretary of the relevant union(s).
- (c) Development of the LAWA will involve the Council, Council Employees directly affected and relevant Union/s.
- (d) The scope of areas covered by the LAWA may include all of the service unit or a section or group members as determined by the parties, but an LAWA shall not be made in respect solely of an individual Employee;
- (e) Where local initiatives have implications for other Service Unit/s, Employee representatives from the Council's Senior Corporate Executive Team will be invited to participate in the discussions.
- (f) Where local initiatives seek to alter Award or EBA1, the LAWA will specify the clauses of the relevant Award and/or EBA1 to be overridden as a consequence of the operation of the LAWA:
- (g) The terms of any final LAWA will be incorporated into EBA1 by making an application for variation to EBA1 to the Queensland Industrial Relations Commission in accordance with the Industrial Relations Act.
- (h) All LAWA's will form part of EBA1. Refer to the appropriate Appendix at the back of EBA1.

The content of the LAWA may be extensive and will examine all areas of employment conditions which may be considered relevant to the improved and continuous efficiency and effectiveness of the workplace.

Any dispute relating to the operation of an LAWA will be managed in accordance with the agreed procedures and the time lines under grievance and dispute clause of EBA1.

During the life of EBA1, if the parties determine a LAWA is required, consultation with the relevant union will occur in regard to the process and content of such agreements.

6.4.2 Existing LAWA's

LAWA's are listed in Schedule Five (5) of EBA1.

During the life of EBA1, the LAWA's of the predecessor local authorities as specified within Schedule 5 will continue to operate under Moreton Bay Regional Council. The operation of these Agreements are restricted to the group of employees for which the Agreement was reached. The Parties agree that the following LAWA's not listed in Schedule 5, from the former Council's will cease to have effect on the day of certification of EBA1.

1. Birralelee Child Care Centre Service Unit Agreement (Old Pine Rivers LAWA).
2. Albany Creek Leisure Centre Employees Service Unit Agreement (Old Pine Rivers LAWA).
3. Customer Service Centre Service Unit Agreement (Old Pine Rivers LAWA)
4. Petrie Water Treatment Plant 12 Hour Shift Agreement (Old Pine Rivers LAWA).
5. Localised Agreement Library Assistant (Old Redcliffe City Agreement).

The Parties agree that these LAWA's will be reviewed to ensure ongoing applicability in the new MBRC organisation during the life of the EBA1.

In addition, the Parties agree to prioritise the negotiation and development of a new Local Area Workplace Agreement to cover Standby and On-Call Arrangements for Moreton Bay Water Plumbers by 31 December 2009.

6.5 Employment Security

Council recognises that employees value secure employment, safe working conditions and competitive pay and conditions. Employees and their unions recognise that Council must operate within the community expectations as determined by their elected councillors, State laws, available funds and budgeted priorities, and the terms of EBA1. The parties agree that the best way to provide ongoing security of employment in Council is for managers and employees to deliver the services and infrastructure required by the community as efficiently and effectively as possible.

6.6 Recruitment and Selection

The parties acknowledge that job security and career development is important and assists in ensuring workforce stability, cohesion, depth of knowledge and motivation. Council will make all meaningful attempts to 'promote from within', building on the current knowledge base within Council whilst offering developmental opportunities for employees. In the first instance, Council will consider existing staff within Council before recruiting externally.

Council will make all meaningful attempts to advertise positions on notice boards and electronically for all internally advertised positions.

6.7 Travel Expense Allowance

Where the Council changes an employee's usual place of work as a direct result of the amalgamation of the former Caboolture and Pine Rivers Shires and Redcliffe City Councils, the employee will be entitled to a travel expense allowance if the distance from the employees home to the changed place of work is over five kilometres more than the distance from the employees home to the previous place of work. This clause does not apply to employees who elect to apply for positions based at another location.

Travel Expense Allowance will apply for twelve months from the date of the usual place of work being changed. Where the usual place of work changed as a direct result of the amalgamation prior to the date of certification of EBA1, the Travel Expense Allowance will apply for twelve months from the date of certification of EBA1.

Travel expense allowance compensates the employee for additional time and distance travelled. The travel expense allowance will be paid as follows:

- Payment will be made to the employee for any additional time taken to travel from the employee's home to the changed place of work that is in excess of 5 kilometres more than the distance from the employee's home to the previous place of work. Such payment will be paid at the employee's ordinary time rate.
- If the employee travels on public transport: Any additional public transport fees incurred by the employee in travelling to the changed place of work will be reimbursed.
- If the employee travels by driving a private motor vehicle: A rate per kilometre in accordance with the rates set by the Australian Taxation Office will be paid for the distance travelled from the employee's home to the changed place of work that is in excess of 5 kilometres more than the distance from the employee's home to the previous place of work.

Where an employee elects to move residence the employees travel allowance will be reassessed. The employee will not receive any increase in the travel expense allowance as a result of moving residence.

This clause does not apply to changes in an employees place of work occurring post 14 March 2011.

6.8 Operational Employees Home Depot

All Operational Employees will be assigned to a home Depot as their usual place of work. During the life of EBA1, Council commits to maintaining employees usual place of work, transfers between depots will be via mutual agreement. No forced adhoc individual transfers between depots will occur.

Notwithstanding the above, Council reserves the right to review depot locations and make appropriate strategic business decisions as a result of such a review.

6.9 First Aid Training

The parties agree to the development of a process for the appointment of First Aid Representatives through the LGEG/MEG in accordance with relevant awards.

6.10 Positive Employment Relations

Council supports Employees' rights to join and maintain financial membership of an organisation that has the right to represent the industrial interests of the Employees.

Council also acknowledges that an Employee who is eligible to become a member of an industrial association, may become or remain a member of the association without fear of discrimination.

Union Industrial Officers, Union Delegates & Employee Representatives

Council acknowledges that Union Industrial Officers, Employee delegates and Employee representatives have a continuing role to play in the improvement of the workplace. The existence of accredited Union delegates is supported and Council will not hinder accredited delegates in the reasonable and responsible performances of their duties.

Union delegates will have access to Council e-mail system, telephones, printers and photocopiers in accordance with Council Policies, Code of Conduct and guidelines that can be considered to be reasonable and cost effective to the Council.

Accredited delegates shall have access to Council communication systems to communicate with staff.

Where information is to be disseminated to all staff, or to a group of staff that may include non-union members, the message must be approved by the Chief Executive Officer before dissemination. Such clearance shall not be unreasonably withheld. When approved by the Chief Executive Officer, Council's e-mail system may be used.

Information that is more specific and generally intended only for union members does not need clearance by the Chief Executive Officer before dissemination. Such information may be put by delegates on notice boards, including the electronic Bulletin Board. Council's e-mail system may be used for circulating messages in these instances, on a selective basis to union members only.

Authorised Union Industrial Officers will have access to meeting rooms in Council buildings to undertake meetings, investigate concerns or interview members in accordance with Section 373 of the Industrial Relations Act 1999 (Queensland).

Where an official union meeting is called during work time, providing there is minimal disruption to normal "day to day" operation, and providing adequate notice to the Chief Executive Officer is given, then that time shall be considered paid time. The Union Official shall advise the employer in advance of their visit to the Workplace.

6.11 Study Assistance

The Council will develop and maintain an appropriate Study Assistance Scheme recognising the mutual benefit of individual education and development.

Employees who have approved study leave under the previous local authorities (ie, Pine Rivers Shire Council, Caboolture Shire Council and Redcliffe City Council) will remain on the study assistance program as approved.

SCHEDULE 1 – WAGES

Officers Award Classifications - 36.25hrs

Officers 36.25	Equalised Wages Effective 12/07/08				First Increment 01/01/2009		% Inc to apply		2.25		Second Increment 01/07/2009		% Inc to apply		4.5		Third Increment 01/07/2010		% Inc to apply		4.5	
	Level	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	
1.1	38,282	515	4,594	43,391	39,322	529	4,719	44,570	41,402	557	4,968	46,928	43,482	585	5,218	49,285						
1.2	38,957	524	4,675	44,156	39,997	538	4,800	45,335	42,077	566	5,049	47,693	44,157	594	5,299	50,050						
1.3	39,782	536	4,774	45,091	40,822	550	4,899	46,270	42,902	578	5,148	48,628	44,982	606	5,398	50,985						
1.4	40,821	550	4,899	46,269	41,861	564	5,023	47,448	43,941	592	5,273	49,805	46,021	620	5,523	52,163						
1.5	41,995	565	5,039	47,600	43,035	579	5,164	48,779	45,115	607	5,414	51,136	47,195	635	5,663	53,494						
1.6	43,031	579	5,164	48,774	44,071	593	5,289	49,953	46,151	621	5,538	52,310	48,231	649	5,788	54,668						
2.1	44,083	593	5,290	49,966	45,123	607	5,415	51,145	47,203	635	5,664	53,503	49,327	664	5,919	55,910						
2.2	45,121	607	5,415	51,143	46,161	621	5,539	52,322	48,241	649	5,789	54,679	50,412	679	6,049	57,140						
2.3	46,160	621	5,539	52,321	47,200	635	5,664	53,499	49,324	664	5,919	55,907	51,544	694	6,185	58,423						
2.4	47,374	638	5,685	53,697	48,440	652	5,813	54,905	50,620	681	6,074	57,375	52,898	712	6,348	59,957						
3.1	48,608	654	5,833	55,095	49,702	669	5,964	56,335	51,938	699	6,233	58,870	54,275	731	6,513	61,519						
3.2	49,840	671	5,981	56,492	50,961	686	6,115	57,763	53,255	717	6,391	60,362	55,651	749	6,678	63,078						
3.3	51,074	688	6,129	57,890	52,223	703	6,267	59,193	54,573	735	6,549	61,857	57,029	768	6,843	64,640						
3.4	52,309	704	6,277	59,290	53,486	720	6,418	60,624	55,893	752	6,707	63,352	58,408	786	7,009	66,203						
4.1	53,546	721	6,426	60,692	54,751	737	6,570	62,058	57,215	770	6,866	64,851	59,789	805	7,175	67,769						
4.2	54,807	738	6,577	62,122	56,040	754	6,725	63,519	58,562	788	7,027	66,378	61,197	824	7,344	69,365						
4.3	56,095	755	6,731	63,582	57,357	772	6,883	65,012	59,938	807	7,193	67,938	62,635	843	7,516	70,995						
4.4	57,402	773	6,888	65,063	58,694	790	7,043	66,527	61,335	826	7,360	69,527	64,095	863	7,691	72,649						
5.1	58,713	790	7,046	66,549	60,034	808	7,204	68,046	62,736	845	7,528	71,108	65,559	883	7,867	74,308						
5.2	60,021	808	7,203	68,031	61,371	826	7,365	69,562	64,133	863	7,696	72,693	67,019	902	8,042	75,964						
5.3	61,327	826	7,359	69,512	62,707	844	7,525	71,076	65,529	882	7,863	74,274	68,477	922	8,217	77,617						
6.1	63,508	855	7,621	71,984	64,937	874	7,792	73,604	67,859	913	8,143	76,916	70,913	955	8,510	80,377						
6.2	65,688	884	7,883	74,455	67,166	904	8,060	76,130	70,188	945	8,423	79,556	73,347	987	8,802	83,136						
6.3	67,868	914	8,144	76,926	69,395	934	8,327	78,657	72,518	976	8,702	82,196	75,781	1,020	9,094	85,895						
7.1	70,048	943	8,406	79,397	71,624	964	8,595	81,183	74,847	1,008	9,082	84,836	78,215	1,053	9,386	88,654						
7.2	72,231	972	8,668	81,871	73,856	994	8,863	83,713	77,180	1,039	9,262	87,480	80,653	1,086	9,678	91,417						
7.3	74,411	1,002	8,929	84,342	76,085	1,024	9,130	86,240	79,509	1,070	9,541	90,120	83,087	1,118	9,970	94,176						
8.1	77,028	1,037	9,243	87,308	78,761	1,060	9,451	89,273	82,305	1,108	9,877	93,290	86,009	1,158	10,321	97,488						
8.2	79,646	1,072	9,558	90,276	81,438	1,096	9,773	92,307	85,103	1,146	10,212	96,461	88,932	1,197	10,672	100,801						
8.3	82,259	1,107	9,871	93,237	84,110	1,132	10,093	95,335	87,895	1,183	10,547	99,625	91,850	1,236	11,022	104,108						
8.4	84,714	1,140	10,166	96,020	86,620	1,166	10,394	98,181	90,518	1,219	10,862	102,599	94,591	1,273	11,351	107,216						
8.5	87,172	1,173	10,461	98,806	89,133	1,200	10,696	101,029	93,144	1,254	11,177	105,576	97,336	1,310	11,680	110,326						
Level	Base Annual	Weekly	Hourly	Casual 25% Loading	Base Annual	Weekly	Hourly	Casual 25% Loading	Base Annual	Weekly	Hourly	Casual 25% Loading	Base Annual	Weekly	Hourly	Casual 25% Loading						
1.1	38,282	736.19	20.31	25.39	39,322.00	756.19	20.86	26.08	41,402	796.19	21.96	27.45	43,482	836.19	23.07	28.83						
1.2	38,957	749.17	20.67	25.83	39,997.00	769.17	21.22	26.52	42,077	809.17	22.32	27.90	44,157	849.17	23.43	29.28						
1.3	39,782	765.04	21.10	26.38	40,822.00	785.04	21.66	27.07	42,902	825.04	22.76	28.45	44,982	865.04	23.86	29.83						
1.4	40,821	785.02	21.66	27.07	41,861.00	805.02	22.21	27.76	43,941	845.02	23.31	29.14	46,021	885.02	24.41	30.52						
1.5	41,995	807.60	22.28	27.85	43,035.00	827.60	22.83	28.54	45,115	867.60	23.93	29.92	47,195	907.60	25.04	31.30						
1.6	43,031	827.52	22.83	28.54	44,071.00	847.52	23.38	29.22	46,151	887.52	24.48	30.60	48,231	927.52	25.59	31.98						
2.1	44,083	847.75	23.39	29.23	45,123.00	867.75	23.94	29.92	47,203	907.75	25.04	31.30	49,327	948.60	26.17	32.71						
2.2	45,121	867.71	23.94	29.92	46,161.00	887.71	24.49	30.61	48,241	927.71	25.59	31.99	50,412	969.46	26.74	33.43						
2.3	46,160	887.69	24.49	30.61	47,200.00	907.69	25.04	31.30	49,324	948.54	26.17	32.71	51,544	991.22	27.34	34.18						
2.4	47,374	911.04	25.13	31.42	48,439.92	931.54	25.70	32.12	50,620	973.46	26.85	33.57	52,898	1,017.26	28.06	35.08						
3.1	48,608	934.77	25.79	32.23	49,701.68	955.80	26.37	32.96	51,938	998.81	27.55	34.44	54,275	1,043.76	28.79	35.99						
3.2	49,840	958.46	26.44	33.05	50,961.40	980.03	27.04	33.79	53,255	1,024.13	28.25	35.31	55,651	1,070.21	29.52	36.90						
3.3	51,074	982.19	27.09	33.87	52,223.17	1,004.29	27.70	34.63	54,573	1,049.48	28.95	36.19	57,029	1,096.71	30.25	37.82						
3.4	52,309	1,005.94	27.75	34.69	53,485.95	1,028.58	28.37	35.47	55,893	1,074.86	29.65	37.06	58,408	1,123.23	30.99	38.73						
4.1	53,546	1,029.73	28.41	35.51	54,750.79	1,052.90	29.05	36.31	57,215	1,100.28	30.35	37.94	59,789	1,149.79	31.72	39.65						
4.2	54,807	1,053.98	29.08	36.34	56,040.16	1,077.70	29.73	37.16	58,562	1,126.19	31.07	38.83	61,197	1,176.87	32.47	40.58						
4.3	56,095	1,078.75	29.76	37.20	57,357.14	1,103.02	30.43	38.04	59,938	1,152.66	31.80	39.75	62,635	1,204.53	33.23	41.54						
4.4	57,402	1,103.88	30.45	38.06	58,693.55	1,128.72	31.14	38.92	61,335	1,179.51	32.54	40.67	64,095	1,232.59	34.00	42.50						
5.1	58,713	1,129.10	31.15	38.93	60,034.04	1,154.50	31.85	39.81	62,736	1,206.45	33.28	41.60	65,559	1,260.74	34.78	43.47						
5.2	60,021	1,154.25	31.84	39.80	61,371.47	1,180.22	32.56	40.70	64,133	1,233.33	34.02	42.53	67,019	1,288.83	35.55	44.44						
5.3	61,327	1,179.37	32.53	40.67	62,706.86	1,205.90	33.27	41.58	65,529	1,260.17	34.76	43.45	68,477	1,316.87	36.33	45.41						
6.1	63,508	1,221.31	33.69	42.11	64,936.93	1,248.79	34.45	43.06	67,859	1,304.98	36.00	45.00	70,913	1,363.71	37.62	47.02						
6.2	65,688	1,263.23	34.85	43.56	67,165.98	1,291.65	35.63	44.54	70,188	1,349.78	37.24	46.54	73,347	1,410.52	38.91	48.64						
6.3	67,868	1,305.15	36.00	45.01	69,395.03	1,334.52	36.81	46.02	72,518	1,394.57	38.47	48.09	75,781	1,457.33	40.20	50.25						
7.1	70,048	1,347.08	37.16	46.45	71,624.08	1,377.39	38.00	47.50	74,847	1,439.37	39.71	49.63	78,215	1,504.14	41.49	51.87						
7.2	72,231	1,389.06	38.32	47.90	73,856.20	1,420.31	39.18	48.98	77,180	1,484.23	40.94	51.18	80,653	1,551.02	42.79	53.48						
7.3	74,411	1,430.98	39.48	49.34	76,085.25	1,463.18	40.36	50.45	79,509	1,529.02	42.18	52.72	83,087	1,597.83	44.08	55.10						
8.1	77,028	1,481.31	40.86	51.08	78,761.13	1,514.64	41.78	52.23	82,305	1,582.80	43.66	54.58	86,009	1,654.02	45.63	57.04						
8.2	79,646	1,531.65	42.25	52.82	81,438.04	1,566.12	43.20	54.00	85,103	1,636.59	45.15	56.43	88,932	1,710.24	47.18	58.97						
8.3	82,259	1,581.90	43.64	54.55	84,109.83	1,617.50	44.62	55.78	87,895	1,690.28	46.63	58.29	91,850	1,766.35	48.73	60.91						
8.4	84,714	1,629.12	44.94	56.18	86,620.07	1,665.77	45.95	57.44	90,518	1,740.73	48.02	60.03	94,591	1,819.06	50.18	62.73						
8.5	87,172	1,676.38	46.25	57.81	89,133.37	1,714.10	47.29	59.11	93,144	1,791.24	49.41	61.77	97,336	1,871.84	51.64	64.55						

Officers

Officers 38hrs	Equalised Wages Effective 12/07/08				First Increment 01/01/2009	% Inc to apply	2.25	Second Increment 01/07/2009	% Inc to apply	4.5	Third Increment 01/07/2010	% Inc to apply	4.5			
Level	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total
1.1	38,282	515	4,594	43,391	39,322	529	4,719	44,570	41,402	557	4,968	46,928	43,482	585	5,218	49,285
1.2	38,957	524	4,675	44,156	39,997	538	4,800	45,335	42,077	566	5,049	47,693	44,157	594	5,299	50,050
1.3	39,782	536	4,774	45,091	40,822	550	4,899	46,270	42,902	578	5,148	48,628	44,982	606	5,398	50,985
1.4	40,821	550	4,899	46,269	41,861	564	5,023	47,448	43,941	592	5,273	49,805	46,021	620	5,523	52,163
1.5	41,995	565	5,039	47,600	43,035	579	5,164	48,779	45,115	607	5,414	51,136	47,195	635	5,663	53,494
1.6	43,031	579	5,164	48,774	44,071	593	5,289	49,953	46,151	621	5,538	52,310	48,231	649	5,788	54,668
2.1	44,083	593	5,290	49,966	45,123	607	5,415	51,145	47,203	635	5,664	53,503	49,327	664	5,919	55,910
2.2	45,121	607	5,415	51,143	46,161	621	5,539	52,322	48,241	649	5,789	54,679	50,412	679	6,049	57,140
2.3	46,160	621	5,539	52,321	47,200	635	5,664	53,499	49,324	664	5,919	55,907	51,544	694	6,185	58,423
2.4	47,374	638	5,685	53,697	48,440	652	5,813	54,905	50,620	681	6,074	57,375	52,898	712	6,348	59,957
3.1	48,608	654	5,833	55,095	49,702	669	5,964	56,335	51,938	699	6,233	58,770	54,275	731	6,513	61,519
3.2	49,840	671	5,981	56,492	50,961	686	6,115	57,763	53,255	717	6,391	60,362	55,651	749	6,678	63,078
3.3	51,074	688	6,129	57,890	52,223	703	6,267	59,193	54,573	735	6,549	61,857	57,029	768	6,843	64,640
3.4	52,309	704	6,277	59,290	53,486	720	6,418	60,624	55,893	752	6,707	63,352	58,408	786	7,009	66,203
4.1	53,546	721	6,426	60,692	54,751	737	6,570	62,058	57,215	770	6,866	64,851	59,789	805	7,175	67,769
4.2	54,807	738	6,577	62,122	56,040	754	6,725	63,519	58,562	788	7,027	66,378	61,197	824	7,344	69,365
4.3	56,095	755	6,731	63,582	57,357	772	6,883	65,012	59,938	807	7,193	67,938	62,635	843	7,516	70,995
4.4	57,402	773	6,888	65,063	58,694	790	7,043	66,527	61,335	826	7,360	69,521	64,095	863	7,691	72,649
5.1	58,713	790	7,046	66,549	60,034	808	7,204	68,046	62,736	845	7,528	71,108	65,559	883	7,867	74,308
5.2	60,021	808	7,203	68,031	61,371	826	7,365	69,562	64,133	863	7,696	72,693	67,019	902	8,042	75,964
5.3	61,327	826	7,359	69,512	62,707	844	7,525	71,076	65,529	882	7,863	74,274	68,477	922	8,217	77,617
6.1	63,508	855	7,621	71,984	64,937	874	7,792	73,604	67,859	913	8,143	76,916	70,913	955	8,510	80,377
6.2	65,688	884	7,883	74,455	67,166	904	8,060	76,130	70,188	945	8,423	79,556	73,347	987	8,823	83,136
6.3	67,868	914	8,144	76,926	69,395	934	8,327	78,657	72,518	976	8,702	82,196	75,781	1,020	9,094	85,895
7.1	70,048	943	8,406	79,397	71,624	964	8,595	81,183	74,847	1,008	8,982	84,836	78,215	1,053	9,386	88,654
7.2	72,231	972	8,668	81,871	73,856	994	8,863	83,713	77,180	1,039	9,262	87,480	80,653	1,086	9,678	91,417
7.3	74,411	1,002	8,929	84,342	76,085	1,024	9,130	86,240	79,509	1,070	9,541	90,120	83,087	1,118	9,970	94,176
8.1	77,028	1,037	9,243	87,308	78,761	1,060	9,451	89,273	82,305	1,108	9,877	93,290	86,009	1,158	10,321	97,488
8.2	79,646	1,072	9,558	90,276	81,438	1,096	9,773	92,307	85,103	1,146	10,212	96,461	88,932	1,197	10,672	100,801
8.3	82,259	1,107	9,871	93,237	84,110	1,132	10,093	95,335	87,895	1,183	10,547	99,625	91,850	1,236	11,022	104,108
8.4	84,714	1,140	10,166	96,020	86,620	1,166	10,394	98,181	90,518	1,219	10,862	102,599	94,591	1,273	11,351	107,216
8.5	87,172	1,173	10,461	98,806	89,133	1,200	10,696	101,029	93,144	1,254	11,177	105,576	97,336	1,310	11,680	110,326
Level	Base Annual	Weekly	Hourly	Casual 25% Loading	Base Annual	Weekly	Hourly	Casual 25% Loading	Base Annual	Weekly	Hourly	Casual 25% Loading	Base Annual	Weekly	Hourly	Casual 25% Loading
1.1	38,282	736.19	19.37	24.22	39,322	756.19	19.90	24.87	41,402	796.19	20.9524	26.1905	43,482	836.19	22.01	27.51
1.2	38,957	749.17	19.72	24.64	39,997	769.17	20.24	25.30	42,077	809.17	21.2940	26.6175	44,157	849.17	22.35	27.93
1.3	39,782	765.04	20.13	25.17	40,822	785.04	20.66	25.82	42,902	825.04	21.7115	27.1394	44,982	865.04	22.76	28.46
1.4	40,821	785.02	20.66	25.82	41,861	805.02	21.18	26.48	43,941	845.02	22.2373	27.7967	46,021	885.02	23.29	29.11
1.5	41,995	807.60	21.25	26.57	43,035	827.60	21.78	27.22	45,115	867.60	22.8315	28.5393	47,195	907.60	23.88	29.86
1.6	43,031	827.52	21.78	27.22	44,071	847.52	22.30	27.88	46,151	887.52	23.3558	29.1947	48,231	927.52	24.41	30.51
2.1	44,083	847.75	22.31	27.89	45,123	867.75	22.84	28.54	47,203	907.75	23.8882	29.8602	49,327	948.60	24.96	31.20
2.2	45,121	867.71	22.83	28.54	46,161	887.71	23.36	29.20	48,241	927.71	24.4135	30.5168	50,412	969.46	25.51	31.89
2.3	46,160	887.69	23.36	29.20	47,200	907.69	23.89	29.86	49,324	948.54	24.9615	31.2019	51,544	991.22	26.08	32.61
2.4	47,374	911.04	23.97	29.97	48,440	931.54	24.51	30.64	50,620	973.46	25.6173	32.0216	52,898	1,017.26	26.77	33.46
3.1	48,608	934.77	24.60	30.75	49,702	955.80	25.15	31.44	51,938	998.81	26.2845	32.8557	54,275	1,043.76	27.47	34.33
3.2	49,840	958.46	25.22	31.53	50,961	980.03	25.79	32.24	53,255	1,024.13	26.9507	33.6884	55,651	1,070.21	28.16	35.20
3.3	51,074	982.19	25.85	32.31	52,223	1,004.29	26.43	33.04	54,573	1,049.48	27.6180	34.5225	57,029	1,096.71	28.86	36.08
3.4	52,309	1,005.94	26.47	33.09	53,486	1,028.58	27.07	33.83	55,893	1,074.86	28.2858	35.3573	58,408	1,123.23	29.56	36.95
4.1	53,546	1,029.73	27.10	33.87	54,751	1,052.90	27.71	34.63	57,215	1,100.28	28.9547	36.1934	59,789	1,149.79	30.26	37.82
4.2	54,807	1,053.98	27.74	34.67	56,040	1,077.70	28.36	35.45	58,562	1,126.19	29.6366	37.0458	61,197	1,176.87	30.97	38.71
4.3	56,095	1,078.75	28.39	35.49	57,357	1,103.02	29.03	36.28	59,938	1,152.66	30.3331	37.9164	62,635	1,204.53	31.70	39.62
4.4	57,402	1,103.88	29.05	36.31	58,694	1,128.72	29.70	37.13	61,335	1,179.51	31.0399	38.7998	64,095	1,232.59	32.44	40.55
5.1	58,713	1,129.10	29.71	37.14	60,034	1,154.50	30.38	37.98	62,736	1,206.45	31.7488	39.6860	65,559	1,260.74	33.18	41.47
5.2	60,021	1,154.25	30.38	37.97	61,371	1,180.22	31.06	38.82	64,133	1,233.33	32.4561	40.5701	67,019	1,288.83	33.92	42.40
5.3	61,327	1,179.37	31.04	38.79	62,707	1,205.90	31.73	39.67	65,529	1,260.17	33.1623	41.4529	68,477	1,316.87	34.65	43.32
6.1	63,508	1,221.31	32.14	40.17	64,937	1,248.79	32.86	41.08	67,859	1,304.98	34.3416	42.9271	70,913	1,363.71	35.89	44.86
6.2	65,688	1,263.23	33.24	41.55	67,166	1,291.65	33.99	42.49	70,188	1,349.78	35.5205	44.4006	73,347	1,410.52	37.12	46.40
6.3	67,868	1,305.15	34.35	42.93	69,395	1,334.52	35.12	43.90	72,518	1,394.57	36.6993	45.8741	75,781	1,457.33	38.35	47.94
7.1	70,048	1,347.08	35.45	44.31	71,624	1,377.39	36.25	45.31	74,847	1,439.37	37.8781	47.3476	78,215	1,504.14	39.58	49.48
7.2	72,231	1,389.06	36.55	45.69	73,856	1,420.31	37.38	46.72	77,180	1,484.23	39.0586	48.8232	80,653	1,551.02	40.82	51.02
7.3	74,411	1,430.98	37.66	47.07	76,085	1,463.18	38.50	48.13	79,509	1,529.02	40.2374	50.2967	83,087	1,597.83	42.05	52.56
8.1	77,028	1,481.31	38.98	48.73	78,761	1,514.64	39.86	49.82	82,305	1,582.80	41.6525	52.0657	86,009	1,654.02	43.53	54.41
8.2	79,646	1,531.65	40.31	50.38	81,438	1,566.12	41.21	51.52	85,103	1,636.59	43.0682	53.8352	88,932	1,710.24	45.01	56.26
8.3	82,259	1,581.90	41.63	52.04	84,110	1,617.50	42.57	53.21	87,895	1,690.28	44.4812	55.6014	91,850	1,766.35	46.48	58.10
8.4	84,714	1,629.12	42.87	53.59	86,620	1,665.77	43.84	54.80	90,518	1,740.73	45.8087	57.2609	94,591	1,819.06	47.87	59.84
8.5	87,172	1,676.38	44.12	55.14	89,133	1,714.10	45.11	56.38	93,144	1,791.24	47.1378	58.9223	97,336	1,871.84	49.26	61.57

Officer Award Junior Rates 36.25hrs

Junior Rates Federal	Equalised Wages Effective 12/07/08				First Increment 01/01/2009		% Inc to apply	2.25	Second Increment 01/07/2009		% Inc to apply	4.5	Third Increment 01/07/2010		% Inc to apply	4.5
	Level	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)
Fed In U17 55% 1.1	21,055	283	2,527	23,865	21,627	291	2,595	24,513	22,771	307	2,733	25,810	23,915	322	2,870	27,107
Fed In U18 60% 1.1	22,969	309	2,756	26,035	23,593	318	2,831	26,742	24,841	334	2,981	28,157	26,089	351	3,131	29,571
Fed In U19 70% 1.1	26,797	361	3,216	30,374	27,525	371	3,303	31,199	28,981	390	3,478	32,849	30,437	410	3,652	34,500
Fed In U20 80% 1.1	30,626	412	3,675	34,713	31,458	423	3,775	35,656	33,122	446	3,975	37,542	34,786	468	4,174	39,428
Fed In U21 90% 1.1	34,454	464	4,134	39,052	35,390	476	4,247	40,113	37,262	502	4,471	42,235	39,134	527	4,696	44,357
Fed Out U17 55% 1.1	21,055	283	2,527	23,865	21,627	291	2,595	24,513	22,771	307	2,733	25,810	23,915	322	2,870	27,107
Fed Out U18 60% 1.1	22,969	309	2,756	26,035	23,593	318	2,831	26,742	24,841	334	2,981	28,157	26,089	351	3,131	29,571
Fed Out U19 70% 1.1	26,797	361	3,216	30,374	27,525	371	3,303	31,199	28,981	390	3,478	32,849	30,437	410	3,652	34,500
Fed Out U20 80% 1.1	30,626	412	3,675	34,713	31,458	423	3,775	35,656	33,122	446	3,975	37,542	34,786	468	4,174	39,428
Fed Out U21 90% 1.1	34,454	464	4,134	39,052	35,390	476	4,247	40,113	37,262	502	4,471	42,235	39,134	527	4,696	44,357
Level	Base Annual	Weekly	Hourly	Casual 25% Loading	Base Annual	Weekly	Hourly	Casual 25% Loading	Base Annual	Weekly	Hourly	Casual 25% Loading	Base Annual	Weekly	Hourly	Casual 25% Loading
Fed In U17 55% 1.1	21,055	404.91	11.17	13.96	21,627	415.91	11.47	14.34	22,771	437.91	12.08	15.10	23,915	459.91	12.69	15.86
Fed In U18 60% 1.1	22,969	441.72	12.19	15.23	23,593	453.72	12.52	15.65	24,841	477.72	13.18	16.47	26,089	501.72	13.84	17.30
Fed In U19 70% 1.1	26,797	515.33	14.22	17.77	27,525	529.33	14.60	18.25	28,981	557.33	15.37	19.22	30,437	585.33	16.15	20.18
Fed In U20 80% 1.1	30,626	588.95	16.25	20.31	31,458	604.95	16.69	20.86	33,122	636.95	17.57	21.96	34,786	668.95	18.45	23.07
Fed In U21 90% 1.1	34,454	662.57	18.28	22.85	35,390	680.57	18.77	23.47	37,262	716.57	19.77	24.71	39,134	752.57	20.76	25.95
Fed Out U17 55% 1.1	21,055	404.91	10.66	13.32	21,627	415.91	10.94	13.68	22,771	437.91	11.52	14.40	23,915	459.91	12.10	15.13
Fed Out U18 60% 1.1	22,969	441.72	11.62	14.53	23,593	453.72	11.94	14.92	24,841	477.72	12.57	15.71	26,089	501.72	13.20	16.50
Fed Out U19 70% 1.1	26,797	515.33	13.56	16.95	27,525	529.33	13.93	17.41	28,981	557.33	14.67	18.33	30,437	585.33	15.40	19.25
Fed Out U20 80% 1.1	30,626	588.95	15.50	19.37	31,458	604.95	15.92	19.90	33,122	636.95	16.76	20.95	34,786	668.95	17.60	22.01
Fed Out U21 90% 1.1	34,454	662.57	17.44	21.80	35,390	680.57	17.91	22.39	37,262	716.57	18.86	23.57	39,134	752.57	19.80	24.76

Employees Award Classifications

Employees Award	Equalised Wages Effective 12/07/08				First Increment 01/01/2009		% Inc to apply	2.25	Second Increment 01/07/2009		% Inc to apply	4.5	Third Increment 01/07/2010		% Inc to apply	4.5
	Level	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)
LAE 1	36,972	498	4,437	41,906	38,012	512	4,561	43,085	40,092	540	4,811	45,443	42,172	568	5,061	47,800
LAE 2	37,669	507	4,520	42,696	38,709	521	4,645	43,875	40,789	549	4,895	46,233	42,869	577	5,144	48,590
LAE 3	38,376	517	4,605	43,498	39,416	531	4,730	44,677	41,496	559	4,980	47,034	43,576	587	5,229	49,392
LAE 4	39,094	526	4,691	44,312	40,134	540	4,816	45,490	42,214	568	5,066	47,848	44,294	596	5,315	50,206
LAE 5	39,671	534	4,761	44,966	40,711	548	4,885	46,144	42,791	576	5,135	48,502	44,871	604	5,385	50,860
LAE 6	41,148	554	4,938	46,640	42,188	568	5,063	47,818	44,268	596	5,312	50,176	46,348	624	5,562	52,534
LAE 7	42,744	575	5,129	48,449	43,784	589	5,254	49,627	45,864	617	5,504	51,985	47,944	645	5,753	54,343
LAE 8	44,210	595	5,305	50,110	45,250	609	5,430	51,289	47,330	637	5,680	53,647	49,460	666	5,935	56,061
LAE 9	45,661	615	5,479	51,755	46,701	629	5,604	52,934	48,803	657	5,856	55,316	50,999	687	6,120	57,805
Level	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading
LAE 1	36,972	711.00	18.71	23.01	38012	731.00	19.24	23.66	40,092	771.00	20.29	24.96	42,172	811.00	21.34	26.25
LAE 2	37,669	724.40	19.06	23.45	38709	744.40	19.59	24.10	40,789	784.40	20.64	25.39	42,869	824.40	21.69	26.68
LAE 3	38,376	738.00	19.42	23.89	39416	758.00	19.95	24.54	41,496	798.00	21.00	25.83	43,576	838.00	22.05	27.12
LAE 4	39,094	751.81	19.78	24.33	40134	771.81	20.31	24.98	42,214	811.81	21.36	26.28	44,294	851.81	22.42	27.57
LAE 5	39,671	762.90	20.08	24.69	40711	782.90	20.60	25.34	42,791	822.90	21.66	26.64	44,871	862.90	22.71	27.93
LAE 6	41,148	791.31	20.82	25.61	42188	811.31	21.35	26.26	44,268	851.31	22.40	27.56	46,348	891.31	23.46	28.85
LAE 7	42,744	822.00	21.63	26.61	43784	842.00	22.16	27.25	45,864	882.00	23.21	28.55	47,944	922.00	24.26	29.84
LAE 8	44,210	850.19	22.37	27.52	45250	870.19	22.90	28.17	47,330	910.19	23.95	29.46	49,460	951.15	25.03	30.79
LAE 9	45,661	878.10	23.11	28.42	46701	898.10	23.63	29.07	48,803	938.51	24.70	30.38	50,999	980.74	25.81	31.75

Disability Services Award Classifications

Disability	Equalised Wages Effective 12/07/08				First Increment 01/01/2009		% Inc to apply	2.25	Second Increment 01/07/2009		% Inc to apply	4.5	Third Increment 01/07/2010		% Inc to apply	4.5
	Level	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)
L2 p1	32,349	435	3,882	36,666	33,389	449	4,007	37,845	35,469	477	4,256	40,203	37,549	505	4,506	42,560
L2 p2	32,991	444	3,959	37,394	34,031	458	4,084	38,573	36,111	486	4,333	40,930	38,191	514	4,583	43,288
L2 p3	33,632	453	4,036	38,121	34,672	467	4,161	39,299	36,752	495	4,410	41,657	38,832	523	4,660	44,015
L3 p1	34,277	461	4,113	38,852	35,317	475	4,238	40,030	37,397	503	4,488	42,388	39,477	531	4,737	44,746
L3 p2	34,925	470	4,191	39,586	35,965	484	4,316	40,765	38,045	512	4,565	43,123	40,125	540	4,815	45,480
L3 p3	35,689	480	4,283	40,452	36,729	494	4,407	41,631	38,809	522	4,657	43,989	40,889	550	4,907	46,346
L4 p1	36,980	498	4,438	41,915	38,020	512	4,562	43,094	40,100	540	4,812	45,452	42,180	568	5,062	47,809
L4 p2	37,622	506	4,515	42,643	38,662	520	4,639	43,822	40,742	548	4,889	46,179	42,822	576	5,139	48,537
L4 p3	38,374	517	4,605	43,495	39,414	531	4,730	44,674	41,494	559	4,979	47,032	43,574	587	5,229	49,389
Level	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading
L2 p1	32,349	622.10	16.37	20.14	33,389	642.10	16.90	20.78	35,469	682.10	17.95	22.08	37,549	722.10	19.00	23.37
L2 p2	32,991	634.44	16.70	20.54	34,031	654.44	17.22	21.18	36,111	694.44	18.27	22.48	38,191	734.44	19.33	23.77
L2 p3	33,632	646.77	17.02	20.93	34,672	666.77	17.55	21.58	36,752	706.77	18.60	22.88	38,832	746.77	19.65	24.17
L3 p1	34,277	659.17	17.35	21.34	35,317	679.17	17.87	21.98	37,397	719.17	18.93	23.28	39,477	759.17	19.98	24.57
L3 p2	34,925	671.63	17.67	21.74	35,965	691.63	18.20	22.39	38,045	731.63	19.25	23.68	40,125	771.63	20.31	24.98
L3 p3	35,689	686.33	18.06	22.22	36,729	706.33	18.59	22.86	38,809	746.33	19.64	24.16	40,889	786.33	20.69	25.45
L4 p1	36,980	711.15	18.71	23.02	38,020	731.15	19.24	23.67	40,100	771.15	20.29	24.96	42,180	811.15	21.35	26.26
L4 p2	37,622	723.50	19.04	23.42	38,662	743.50	19.57	24.07	40,742	783.50	20.62	25.36	42,822	823.50	21.67	26.66
L4 p3	38,374	737.96	19.42	23.89	39,414	757.96	19.95	24.53	41,494	797.96	21.00	25.83	43,574	837.96	22.05	27.12

Engineering and Building Trades Classifications

Engineering	Equalised Wages Effective 12/07/08				First Increment 01/01/2009		% Inc to apply	2.25	Second Increment 01/07/2009		% Inc to apply	4.5	Third Increment 01/07/2010		% Inc to apply	4.5
	Level	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)
C 6	47,303	637	5,676	53,616	48,367	651	5,804	54,822	50,544	680	6,065	57,290	52,818	711	6,338	59,868
C 7	44,210	595	5,305	50,110	45,250	609	5,430	51,289	47,330	637	5,680	53,647	49,460	666	5,935	56,061
C 8	42,744	575	5,129	48,449	43,784	589	5,254	49,627	45,864	617	5,504	51,985	47,944	645	5,753	54,343
C 9	41,148	554	4,938	46,640	42,188	568	5,063	47,818	44,268	596	5,312	50,176	46,348	624	5,562	52,534
C 10	39,671	534	4,761	44,966	40,711	548	4,885	46,144	42,791	576	5,135	48,502	44,871	604	5,385	50,860
C 11	37,513	505	4,502	42,520	38,553	519	4,626	43,698	40,633	547	4,876	46,056	42,713	575	5,126	48,414
Level	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading
C 6	47,303	909.67	23.94	29.44	48,367	930.14	24.48	30.11	50,544	972.00	25.58	31.46	52,818	1,015.74	26.73	32.88
C 7	44,210	850.19	22.37	27.52	45,250	870.19	22.90	28.17	47,330	910.19	23.95	29.46	49,460	951.15	25.03	30.79
C 8	42,744	822.00	21.63	26.61	43,784	842.00	22.16	27.25	45,864	882.00	23.21	28.55	47,944	922.00	24.26	29.84
C 9	41,148	791.31	20.82	25.61	42,188	811.31	21.35	26.26	44,268	851.31	22.40	27.56	46,348	891.31	23.46	28.85
C 10	39,671	762.90	20.08	24.69	40,711	782.90	20.60	25.34	42,791	822.90	21.66	26.64	44,871	862.90	22.71	27.93
C 11	37,513	721.40	18.98	23.35	38,553	741.40	19.51	24.00	40,633	781.40	20.56	25.29	42,713	821.40	21.62	26.59

Building	Equalised Wages Effective 12/07/08				First Increment 01/01/2009		% Inc to apply	2.25	Second Increment 01/07/2009		% Inc to apply	4.50	Third Increment 01/07/2010		% Inc to apply	4.50
	Level	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)
Building Trades 1	39,671	534	4,761	44,966	40,711	548	4,885	46,144	42,791	576	5,135	48,502	44,871	604	5,385	50,860
Building Trades 2	41,484	558	4,978	47,021	42,524	572	5,103	48,199	44,604	600	5,352	50,557	46,684	628	5,602	52,915
Building Trades 3	42,744	575	5,129	48,449	43,784	589	5,254	49,627	45,864	617	5,504	51,985	47,944	645	5,753	54,343
Level	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading
Building Trades 1	39,671	762.90	20.08	24.69	40,711	782.90	20.60	25.34	42,791	822.90	21.66	26.64	44,871	862.90	22.71	27.93
Building Trades 2	41,484	797.77	20.99	25.82	42,524	817.77	21.52	26.47	44,604	857.77	22.57	27.76	46,684	897.77	23.63	29.06
Building Trades 3	42,744	822.00	21.63	26.61	43,784	842.00	22.16	27.25	45,864	882.00	23.21	28.55	47,944	922.00	24.26	29.84

Children Services Award Classifications

Child Care Level	Equalised Wages				First Increment 01/01/2009				% Inc to apply	2.25	Second Increment 01/07/2009				% Inc to apply	4.5	Third Increment 01/07/2010				% Inc to apply	4.5	
	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total		Base Annual	Lve Load	Super (12%)	Total		Base Annual	Lve Load	Super (12%)	Total		Base Annual	Lve Load	Super (12%)	Total
U18Y1U	19,659	265	2,359	22,283	20,699	279	2,484	23,462		22,779	307	2,733	25,819		24,859	335	2,983	28,177					
U19Y1Q	26,411	356	3,169	29,936	27,451	370	3,294	31,115		29,531	398	3,544	33,472		31,611	426	3,793	35,830					
U19Y1U	22,437	302	2,692	25,431	23,477	316	2,817	26,610		25,557	344	3,067	28,968		27,637	372	3,316	31,325					
JCCU20	26,426	356	3,171	29,953	27,466	370	3,296	31,132		29,546	398	3,546	33,489		31,626	426	3,795	35,847					
U20Y1Q	29,350	395	3,522	33,267	30,390	409	3,647	34,446		32,470	437	3,896	36,803		34,550	465	4,146	39,161					
U20Y3U	26,325	354	3,159	29,838	27,365	368	3,284	31,017		29,445	396	3,533	33,375		31,525	424	3,783	35,732					
U21Y1U	29,251	394	3,510	33,155	30,291	408	3,635	34,334		32,371	436	3,885	36,691		34,451	464	4,134	39,049					
U21Y3U	29,251	394	3,510	33,155	30,291	408	3,635	34,334		32,371	436	3,885	36,691		34,451	464	4,134	39,049					
U211YQ	29,952	403	3,594	33,949	30,992	417	3,719	35,128		33,072	445	3,969	37,486		35,152	473	4,218	39,843					
CSW1-2	36,015	485	4,322	40,822	37,055	499	4,447	42,000		39,135	527	4,696	44,358		41,215	555	4,946	46,716					
C3Y1YQ	36,795	495	4,415	41,706	37,835	509	4,540	42,885		39,915	537	4,790	45,242		41,995	565	5,039	47,600					
CCY1 U	32,169	433	3,860	36,462	33,209	447	3,985	37,641		35,289	475	4,235	39,999		37,369	503	4,484	42,356					
CCY2 U	32,897	443	3,948	37,287	33,937	457	4,072	38,466		36,017	485	4,322	40,824		38,097	513	4,572	43,181					
CCY3 U	33,638	453	4,037	38,127	34,678	467	4,161	39,306		36,758	495	4,411	41,664		38,838	523	4,661	44,021					
CU202Y	27,011	364	3,241	30,616	28,051	378	3,366	31,795		30,131	406	3,616	34,152		32,211	434	3,865	36,510					
CU212Y	30,618	412	3,674	34,704	31,658	426	3,799	35,883		33,738	454	4,049	38,241		35,818	482	4,298	40,598					
CSW1.1	34,715	467	4,166	39,348	35,755	481	4,291	40,527		37,835	509	4,540	42,885		39,915	537	4,790	45,242					
DY42YQ	50,315	677	6,038	57,030	51,447	693	6,174	58,313		53,762	724	6,451	60,937		56,182	756	6,742	63,680					
KTB13S	43,036	579	5,164	48,780	44,076	593	5,289	49,958		46,156	621	5,539	52,316		48,236	649	5,788	54,674					
KTB14S	44,391	598	5,327	50,315	45,431	612	5,452	51,494		47,511	640	5,701	53,852		49,649	668	5,958	56,275					
KTB24S	52,436	706	6,292	59,434	53,616	722	6,434	60,771		56,029	754	6,723	63,506		58,550	788	7,026	66,364					
KTB2S2	47,791	643	5,735	54,169	48,866	658	5,864	55,388		51,065	687	6,128	57,881		53,363	718	6,404	60,485					
KTB2S3	50,087	674	6,010	56,772	51,214	689	6,146	58,049		53,519	720	6,422	60,661		55,927	753	6,711	63,391					
KTB2S5	54,488	733	6,539	61,760	55,714	750	6,686	63,150		58,221	784	6,987	65,991		60,841	819	7,301	68,961					
KTB3S1	56,046	754	6,726	63,526	57,307	771	6,877	64,955		59,886	806	7,186	67,878		62,581	842	7,510	70,933					
KTB3S2	57,746	777	6,930	65,453	59,045	795	7,085	66,926		61,702	831	7,404	69,937		64,479	868	7,737	73,084					
GLR3-1	43,295	583	5,195	49,073	44,335	597	5,320	50,252		46,415	625	5,570	52,610		48,495	653	5,819	54,967					
GLR2-1	41,995	565	5,039	47,600	43,035	579	5,164	48,779		45,115	607	5,414	51,136		47,195	635	5,663	53,494					
GLR1-1	38,615	520	4,634	43,769	39,655	534	4,759	44,947		41,735	562	5,008	47,305		43,815	590	5,258	49,663					
GLR2-2	42,645	574	5,117	48,336	43,685	588	5,242	49,515		45,765	616	5,492	51,873		47,845	644	5,741	54,230					
GLR3-1	39,915	537	4,790	45,242	40,955	551	4,915	46,421		43,035	579	5,164	48,779		45,115	607	5,414	51,136					
L3Y2YQ	43,295	583	5,195	49,073	44,335	597	5,320	50,252		46,415	625	5,570	52,610		48,495	653	5,819	54,967					
L2Y3YQ	43,295	583	5,195	49,073	44,335	597	5,320	50,252		46,415	625	5,570	52,610		48,495	653	5,819	54,967					
GLR1-2	39,265	529	4,712	44,505	40,305	543	4,837	45,684		42,385	571	5,086	48,042		44,465	599	5,336	50,399					
Level	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading			
U18Y1U	19,659	378.06	9.95	12.24	20,699	398.06	10.48	12.88	22,779	438.06	11.53	14.18	24,859	478.06	12.58	15.47							
U19Y1Q	26,411	507.90	13.37	16.44	27,451	527.90	13.89	17.09	29,531	567.90	14.94	18.38	31,611	607.90	16.00	19.68							
U19Y1U	22,437	431.48	11.35	13.97	23,477	451.48	11.88	14.61	25,557	491.48	12.93	15.91	27,637	531.48	13.99	17.20							
JCCU20	26,426	508.19	13.37	16.45	27,466	528.19	13.90	17.10	29,546	568.19	14.95	18.39	31,626	608.19	16.01	19.69							
U20Y1Q	29,350	564.42	14.85	18.27	30,390	584.42	15.38	18.92	32,470	624.42	16.43	20.21	34,550	664.42	17.48	21.51							
U20Y3U	26,325	506.25	13.32	16.39	27,365	526.25	13.85	17.03	29,445	566.25	14.90	18.33	31,525	606.25	15.95	19.62							
U21Y1U	29,251	562.52	14.80	18.21	30,291	582.52	15.33	18.86	32,371	622.52	16.38	20.15	34,451	662.52	17.43	21.44							
U21Y3U	29,251	562.52	14.80	18.21	30,291	582.52	15.33	18.86	32,371	622.52	16.38	20.15	34,451	662.52	17.43	21.44							
U211YQ	29,952	576.00	15.16	18.64	30,992	596.00	15.68	19.29	33,072	636.00	16.74	20.59	35,152	676.00	17.79	21.88							
CSW1-2	36,015	692.60	18.23	22.42	37,055	712.60	18.75	23.07	39,135	752.60	19.81	24.36	41,215	792.60	20.86	25.66							
C3Y1YQ	36,795	707.60	18.62	22.90	37,835	727.60	19.15	23.55	39,915	767.60	20.20	24.85	41,995	807.60	21.25	26.14							
CCY1 U	32,169	618.63	16.28	20.02	33,209	638.63	16.81	20.67	35,289	678.63	17.86	21.97	37,369	718.63	18.91	23.26							
CCY2 U	32,897	632.63	16.65	20.48	33,937	652.63	17.17	21.12	36,017	692.63	18.23	22.42	38,097	732.63	19.28	23.71							
CCY3 U	33,638	646.88	17.02	20.94	34,678	666.88	17.55	21.59	36,758	706.88	18.60	22.88	38,838	746.88	19.65	24.18							
CU202Y	27,011	519.44	13.67	16.81	28,051	539.44	14.20	17.46	30,131	579.44	15.25	18.76	32,211	619.44	16.30	20.05							
CU212Y	30,618	588.81	15.49	19.06	31,658	608.81	16.02	19.71	33,738	648.81	17.07	21.00	35,818	688.81	18.13	22.30							
CSW1.1	34,715	667.60	17.57	21.61	35,755	687.60	18.09	22.26	37,835	727.60	19.15	23.55	39,915	767.60	20.20	24.85							
DY42YQ	50,315	967.60	25.46	31.32	51,447	989.37	26.04	32.02	53,762	1,033.89	27.21	33.47	56,182	1,080.41	28.43	34.97							
KTB13S	43,036	827.62	21.78	26.79	44,076	847.62	22.31	27.44	46,156	887.62	23.36	28.73	48,236	927.62	24.41	30.03							
KTB14S	44,391	853.67	22.47	27.63	45,431	873.67	22.99	28.28	47,511	913.67	24.04	29.57	49,649	954.79	25.13	30.90							
KTB24S	52,436	1,008.38	26.54	32.64	53,616	1,031.07	27.13	33.37	56,029	1,077.47	28.35	34.88	58,550	1,125.96	29.63	36.45							
KTB2S2	47,791	919.06	24.19	29.75	48,866	939.74	24.73	30.42	51,065	982.02	25.84	31.79	53,363	1,026.22	27.01	33.22							
KTB2S3	50,087	984.81	25.35	31.18	51,214	984.81	25.92	31.88	53,519	1,029.20	27.08	33.31	55,927	1,075.22	28.30	34.81							
KTB2S5	54,488	1,047.85	27.57	33.92	55,714	1,071.42	28.20	34.68	58,221	1,119.64	29.46	36.24	60,841	1,170.02	30.79	37.87							
KTB3S1	56,046	1,077.81	28.36	34.89	57,307	1,102.06	29.00	35.67	59,886	1,151.65	30.31	37.28	62,581	1,203.48	31.67	38.95							
KTB3S2	57,746	1,110.50	29.22	35.95	59,045	1,135.49	29.88	36.75	61,702	1,186.58	31.23	38.41	64,479	1,239.98	32.63	40.14							
GLR3-1	43,295	832.60	21.91	26.95																			

Aged Care and Accommodation Services Award

Aged Care Award	Equalised Wages Effective 12/07/08				First Increment 01/01/2009		% Inc to apply	2.25	Second Increment 01/07/2009		% Inc to apply	4.50	Third Increment 01/07/2010		% Inc to apply	4.50
	Level	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)
Personal Care Attendant	30430	410	3,652	34,491	31,470	424	3,776	35,670	33,550	452	4,026	38,027	35,630	480	4,276	40,385
Handyperson/maintenance	30160	406	3,619	34,185	31,200	420	3,744	35,363	33,280	448	3,994	37,721	35,360	476	4,243	40,079
Laundry hand 1st year	29954	403	3,595	33,952	30,994	417	3,719	35,131	33,074	445	3,969	37,488	35,154	473	4,219	39,846
Canteen assistant 1st year	30038	404	3,605	34,047	31,078	418	3,729	35,226	33,158	446	3,979	37,583	35,238	474	4,229	39,941
Gardeners	30160	406	3,619	34,185	31,200	420	3,744	35,363	33,280	448	3,994	37,721	35,360	476	4,243	40,079
Kitchenhands	30105	405	3,613	34,123	31,145	419	3,737	35,302	33,225	447	3,987	37,660	35,305	475	4,237	40,017
Employees on washing machines, risers and Hydroextractors, and seamstresses - 1st year	30038	404	3,605	34,047	31,078	418	3,729	35,226	33,158	446	3,979	37,583	35,238	474	4,229	39,941
Domestic, catering and all other adult employees 1st year	29954	403	3,595	33,952	30,994	417	3,719	35,131	33,074	445	3,969	37,488	35,154	473	4,219	39,846
Laundry hand thereafter	30430	410	3,652	34,491	31,470	424	3,776	35,670	33,550	452	4,026	38,027	35,630	480	4,276	40,385
Canteen assistant thereafter	30538	411	3,665	34,613	31,578	425	3,789	35,792	33,658	453	4,039	38,150	35,738	481	4,289	40,507
Employees on washing machines, risers and Hydroextractors, and seamstresses - thereafter	30538	411	3,665	34,613	31,578	425	3,789	35,792	33,658	453	4,039	38,150	35,738	481	4,289	40,507
Domestic, catering and all other adult employees thereafter	30430	410	3,652	34,491	31,470	424	3,776	35,670	33,550	452	4,026	38,027	35,630	480	4,276	40,385
Cooks	32223	434	3,867	36,524	33,263	448	3,992	37,703	35,343	476	4,241	40,060	37,423	504	4,491	42,418
Chief Cooks	33212	447	3,985	37,645	34,252	461	4,110	38,823	36,332	489	4,360	41,181	38,412	517	4,609	43,539
Level	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading
Personal Care Attendant	30,430	585.19	15.40	18.94	31,470	605.19	15.93	19.59	33,550	645.19	16.98	20.88	35,630	685.19	18.03	22.18
Handyperson/maintenance	30,160	579.99	15.26	18.77	31,200	599.99	15.79	19.42	33,280	639.99	16.84	20.72	35,360	679.99	17.89	22.01
Laundry hand 1st year	29,954	576.04	15.16	18.65	30,994	596.04	15.69	19.29	33,074	636.04	16.74	20.59	35,154	676.04	17.79	21.88
Canteen assistant 1st year	30,038	577.65	15.20	18.70	31,078	597.65	15.73	19.35	33,158	637.65	16.78	20.64	35,238	677.65	17.83	21.93
Gardeners	30,160	579.99	15.26	18.77	31,200	599.99	15.79	19.42	33,280	639.99	16.84	20.72	35,360	679.99	17.89	22.01
Kitchenhands	30,105	578.95	15.24	18.74	31,145	598.95	15.76	19.39	33,225	638.95	16.81	20.68	35,305	678.95	17.87	21.98
Employees on washing machines, risers and Hydroextractors, and seamstresses - 1st year	30,038	577.65	15.20	18.70	31,078	597.65	15.73	19.35	33,158	637.65	16.78	20.64	35,238	677.65	17.83	21.93
Domestic, catering and all other adult employees 1st year	29,954	576.04	15.16	18.65	30,994	596.04	15.69	19.29	33,074	636.04	16.74	20.59	35,154	676.04	17.79	21.88
Laundry hand thereafter	30,430	585.19	15.40	18.94	31,470	605.19	15.93	19.59	33,550	645.19	16.98	20.88	35,630	685.19	18.03	22.18
Canteen assistant thereafter	30,538	587.26	15.45	19.01	31,578	607.26	15.98	19.66	33,658	647.26	17.03	20.95	35,738	687.26	18.09	22.25
Employees on washing machines, risers and Hydroextractors, and seamstresses - thereafter	30,538	587.26	15.45	19.01	31,578	607.26	15.98	19.66	33,658	647.26	17.03	20.95	35,738	687.26	18.09	22.25
Domestic, catering and all other adult employees thereafter	30,430	585.19	15.40	18.94	31,470	605.19	15.93	19.59	33,550	645.19	16.98	20.88	35,630	685.19	18.03	22.18
Cooks	32,223	619.68	16.31	20.06	33,263	639.68	16.83	20.71	35,343	679.68	17.89	22.00	37,423	719.68	18.94	23.29
Chief Cooks	33,212	638.69	16.81	20.67	34,252	658.69	17.33	21.32	36,332	698.69	18.39	22.62	38,412	738.69	19.44	23.91

Miscellaneous

Misc	Equalised Wages Effective 12/07/08				First Increment 01/01/2009		% Inc to apply	2.25	Second Increment 01/07/2009		% Inc to apply	4.5	Third Increment 01/07/2010		% Inc to apply	4.5
	Level	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)
IHRC	31,121	419	3,735	35,274	32,161	433	3,859	36,453	34,241	461	4,109	38,811	36,321	489	4,359	41,168
Hairdresser	35,121	473	4,215	39,808	36,161	487	4,339	40,987	38,241	515	4,589	43,345	40,321	543	4,839	45,702
Weighbridge	42,148	567	5,058	47,773	43,269	582	5,192	49,044	45,512	613	5,461	51,586	47,754	643	5,731	54,128
Landfill Operators	45,682	615	5,482	51,779	46,879	631	5,626	53,136	49,274	663	5,913	55,851	51,670	696	6,200	58,566
SNR C	93,023	1,252	11,163	105,438	95,116	1,280	11,414	107,810	99,396	1,338	11,928	112,662	103,869	1,398	12,464	117,732
Level	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading
IHRC	31,121	598.48	15.75	19.37	32,161	618.48	16.28	20.02	34,241	658.48	17.33	21.31	36,321	698.48	18.38	22.61
Hairdresser	35,121	675.40	17.77	21.86	36,161	695.40	18.30	22.51	38,241	735.40	19.35	23.80	40,321	775.40	20.41	25.10
Weighbridge	42,148	810.54	23.49	28.90	43,269	832.11	24.12	29.67	45,512	875.23	25.37	31.20	47,754	918.36	26.62	32.74
Landfill Operators	45,682	878.50	23.12	28.44	46,879	901.53	23.72	29.18	49,274	947.59	24.94	30.67	51,670	993.65	26.15	32.16
SNR C	93,023	1,788.90	49.35	60.70	95,116	1,829.15	50.46	62.07	99,396	1,911.47	52.73	64.86	103,869	1,997.48	55.10	67.78

Health & Fitness / Morayfield Parks Sports Centre	Equalised Wages Effective 12/07/08				First Increment 01/01/2009		% Inc to apply	2.25	Second Increment 01/07/2009		% Inc to apply	4.50	Third Increment 01/01/2010		% Inc to apply	4.50
	Level	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)	Total	Base Annual	Lve Load	Super (12%)
Cas-H&FC-Aqua Inst	46,373	n/a	5,565	51,938	47,416	n/a	5,690	53,106	49,550	n/a	5,946	55,496	51,780	n/a	6,214	57,993
Cas-H&FC-Sch B-L3	31,147	n/a	3,738	34,885	32,187	n/a	3,862	36,050	34,267	n/a	4,112	38,379	36,347	n/a	4,362	40,709
Cas-H&FC-Sch B-L4	32,604	n/a	3,912	36,516	33,644	n/a	4,037	37,681	35,724	n/a	4,287	40,010	37,804	n/a	4,536	42,340
Cas-H&FC-Sch D-L1	28,932	n/a	3,472	32,404	29,972	n/a	3,597	33,568	32,052	n/a	3,846	35,898	34,132	n/a	4,096	38,228
Cas-H&FC-Sch D-L2	29,801	n/a	3,576	33,377	30,841	n/a	3,701	34,542	32,921	n/a	3,950	36,871	35,001	n/a	4,200	39,201
Cas-H&FC-Sch D-L3	30,972	n/a	3,717	34,688	32,012	n/a	3,841	35,853	34,092	n/a	4,091	38,183	36,172	n/a	4,341	40,512
M'field L C - Sch C Level 3	30,342	408	3,641	34,391	31,382	422	3,766	35,570	33,462	450	4,015	37,928	35,542	478	4,265	40,285
M'Field Sports L Centre D1	28,933	389	3,472	32,794	29,973	403	3,597	33,973	32,053	431	3,846	36,331	34,133	459	4,096	38,688
Level	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading	Base Annual	Weekly	Hourly	Casual 23% Loading
Cas-H&FC-Aqua Inst	46,373	891.79	23.47	28.87	47,416	911.85	24.00	29.52	49,550	952.89	25.08	30.84	51,780	995.77	26.20	32.23
Cas-H&FC-Sch B-L3	31,147	598.98	15.76	19.39	32,187	618.98	16.29	20.04	34,267	658.98	17.34	21.33	36,347	698.98	18.39	22.63
Cas-H&FC-Sch B-L4	32,604	626.99	16.50	20.29	33,644	646.99	17.03	20.94	35,724	686.99	18.08	22.24	37,804	726.99	19.13	23.53
Cas-H&FC-Sch D-L1	28,932	556.38	14.64	18.01	29,972	576.38	15.17	18.66	32,052	616.38	16.22	19.95	34,132	656.38	17.27	21.25
Cas-H&FC-Sch D-L2	29,801	573.09	15.08	18.55	30,841	593.09	15.61	19.20	32,921	633.09	16.66	20.49	35,001	673.09	17.71	21.79
Cas-H&FC-Sch D-L3	30,972	595.61	15.67	19.28	32,012	615.61	16.20	19.93	34,092	655.61	17.25	21.22	36,172	695.61	18.31	22.52
M'field L C - Sch C Level 3	30,342	583.50	15.36	18.89	31,382	603.50	15.88	19.53	33,462	643.50	16.93	20.83	35,542	683.50	17.99	22.12
M'Field Sports L Centre D1	28,933	556.40	14.64	18.01	29,973	576.40	15.17	18.66	32,053	616.40	16.22	19.95	34,133	656.40	17.27	21.25

SCHEDULE 2 – ON CALL ARRANGEMENTS

Application of on-call arrangements

Employees recalled to work, other than those covered by the on-call arrangement below, will be paid in accordance with the overtime provision as set out in the relevant Award.

On-Call Agreement (Regular on call roster only)

This clause applies to Employees who are regularly required to be on call and are rostered on an 'on call roster' excluding those Moreton Bay Water Employees as specified in Clause 3.9 (b), (c) and (d).

(a) WEEKLY ALLOWANCE

- (i) All Employees rostered on call for emergency work and out of hours telephone calls shall be paid an allowance per rostered week, or pro rata equivalent where call out arrangements are set for less than a seven day week. The weekly allowance is as follows: (rates listed below include EBA1 increases).

Date of Certification:	\$171.69
1 July 2009:	\$179.41
1 July 2010:	\$187.49

- (ii) Employees rostered on call shall be available during non-work hours, accessible by means of a 'pager' or similar device and shall remain close enough to their normal place of work to be able to attend any emergency within a reasonable time. Employees rostered on call are to ensure they are ready to respond, and are required to report any matter to their supervisor that may impair their ability to perform work safely, or adversely affect the on call roster.
- (iii) Employees rostered on call will be provided with a vehicle fitted with a two-way radio where required or provided with an alternative means of communication such as a mobile phone. Employees shall have the benefit of private use of the vehicle (in accordance with the Council Policies) when rostered on call (provided that this arrangement does not incur a tax liability for Council) and in return will improve customer service by reducing response times to requests. Employees who use their own vehicle during a call out or to obtain a Council vehicle will be reimbursed for use of their private vehicle with mileage allowance paid in accordance with the Australian Taxation Office Guidelines.
- (iv) Rosters will be posted at a minimum of one month in advance. However, where possible Council commits to developing rosters over a twelve month period to assist employees engaged in On-Call arrangements to balance their work / life commitments. Rostered Employees reserve the right to amend a posted roster without notice in the event of the non availability of a rostered Employee by Agreement with the Council or employees concerned.
- (v) Employees rostered on call will comply with the spirit of EBA1 with respect to flexibility, initiative and the minimisation of costs. Employees will not go out to calls and incur overtime costs except where it is reasonable and necessary to do so.
- (vi) Both the On-call employee and the Back-up on call employee shall receive the on-call allowance.

(b) PAYMENT FOR EMERGENCY WORK FOR ALL EMPLOYEES OTHER THAN THE EMPLOYEES OF THE COMMUNITY RESPONSE UNIT.

- (i) If an on call Employee is called out after hours on a Monday to Friday inclusive, a minimum payment equivalent to 4 and one-half hours of ordinary pay will be made.
- (ii) A second or subsequent call received within 3 hours of the first one will not attract an additional minimum payment unless the Employee has in the meantime finished work and returned home. Time sheets should indicate clearly if the Employee has returned home between call outs.
- (iii) Time spent on emergency work that continues beyond 3 hours from the time of receiving the original call, including second or subsequent calls, will be reimbursed at the rate of 200% for each hour worked.
- (iv) An on call Employee called out on a Saturday or Sunday or Statutory Public Holiday shall be entitled to a minimum

engagement of 6 hours at ordinary rates.

- (v) A second or subsequent weekend or holiday call received within 3 hours of the first one will not attract a second minimum payment unless the Employee has in the meantime finished work and returned home. Time sheets should indicate clearly if the Employee has returned home between call outs.
- (vi) Time worked in excess of 3 continuous hours on weekend or holiday call outs will be reimbursed at the rate of 200% for each hour worked.

(c) PAYMENT FOR EMERGENCY WORK FOR COMMUNITY RESPONSE OFFICERS

- (i) If a Community Response Officer on call is called out after hours on a Monday to Friday inclusive, a minimum payment equivalent to 4 and one-half hours of ordinary pay will be made.
- (ii) A second or subsequent call received within 3 hours of the first one will not attract an additional minimum payment unless the Employee has in the meantime finished work and returned home. Time sheets should indicate clearly if the Employee has returned home between call outs.
- (iii) Time spent on emergency work that continues beyond 3 hours from the time of receiving the original call, including second or subsequent calls, will be reimbursed at the rate of 200% for each hour worked.
- (iv) A Community Response Officer on call is rostered permanently on Saturday, Sunday and or Public Holidays between the hours of 8 am and 5 pm per rostered week in accordance with the overtime provisions of the Local Government Officers' Award 1998. Such service will include continuation of normal duties together with response to the out of hours requests received through the after hours on call pager system.
- (v) A Community Response Officer on call that is called out on Saturday Sunday or a Statutory Public holiday, between the hours of 5 pm and 8 am shall be paid entitled to a minimum engagement of 6 hours at ordinary rates.
- (vi) A second or subsequent weekend or holiday call received between the hours of 5 pm and 8 am within 3 hours of the first one will not attract a second minimum payment unless the Employee has in the meantime finished work and returned home. Time sheets should indicate clearly if the Employee has returned home between call outs.
- (vii) Time worked in excess of three continuous hours on weekend or holiday calls between the hours of 5 pm and 8 am will be reimbursed at the rate of 200% for each hour worked.
- (viii) Council will maintain a system whereby two Community Response Officers will be on call at any one time. One Community Response Officer will act as the primary on call officer, receiving the on call allowance and attending to the majority of call outs, and a secondary Community Response Officer will remain on call, receive the allowance, but only attend to call-outs that the primary CRO can not attend due to the distance or any other exceptional circumstance. Back-up Community Response Officers will not be rostered on to work on a Saturday, Sunday or Public Holiday as in (c) (iv) above.

This system will be subject to an appropriate number of staff volunteering to participate in the on call roster. Where numbers of staff participating in the On-Call roster drop significantly to result in an on-call ratio of less than one (1) in six (6) (one week rostered on call in every six weeks) Council will not be able to maintain an On-Call back-up system.

(d) PHONE ALLOWANCE

- (i) At the discretion of the appropriate Manager, staff eligible to be rostered on call shall have telephones installed, rentals paid and shall be reimbursed by Council for telephone calls made on official Council business.

Where the costs of telephone services are not met by the Council a mobile phone will be made available to the staff member while on call. Any person whose telephone costs are being met shall continue to have such costs paid by the Council as long as the Employee continues to be rostered on call.

(e) PUBLIC HOLIDAYS

All Employees shall have the equivalent hours of their normal working day added to their annual leave for each statutory holiday they are required to be on call.

(f) **TEN HOUR BREAK**

- (i) Employees are entitled to a minimum of 10 hours off between finishing work on one day and starting on the next. If an Employee is recalled to work as they are rostered on call and performs so much overtime that they will not receive at least 10 consecutive hours off duty immediately preceding the commencement of ordinary work the next day, they will be released after the completion of such overtime until they have had 10 consecutive hours off without loss of pay. If the Employee is directed by Council to resume duties or continue to work without having 10 hours off duty, the Employee will be paid 200% of their ordinary rate of pay for the time worked until they are released from duty.

The Employee will then be entitled to be absent until he/she has had 10 consecutive hours off duty, without loss of pay for the ordinary hours s/he would normally have worked.

(g) **EMERGENCY WORK FROM HOME FOR ALL EMPLOYEES OTHER THAN COMMUNITY RESPONSE OFFICER'S**

- (i) Employees on call, other than the community response unit Employees, may be required to perform emergency work which does not require the employee to perform a call out as the work required can be completed from home.
- (ii) Emergency work performed from home shall be paid at the prescribed overtime rates for that day, from the time the work commences until the time the work is completed. The payment received in these circumstances shall not be less than one hour's salary at ordinary time rates.

(h) **EMERGENCY WORK FROM HOME FOR COMMUNITY RESPONSE OFFICERS**

- (i) Community Response Officers on call may be required to perform emergency work which does not require the officer to perform a call out as the work required can be completed from home.
- (ii) Emergency work performed from home shall be paid at the prescribed overtime rates for that day, from the time the work commences until the time the work is completed. The minimum payment received in total shall not be less than one hour's salary at ordinary time rates in any one 24 hour period.
- (iii) Where emergency work is performed on multiple occasions within a 24 hour period the Officer shall record the start and finishing times of the work performed. The total time worked should be calculated and overtime will be applied to the total length of time worked. The minimum payment referred to in (ii) above is a minimum payment for a 24 hour period and is not applied to each occasion of work performed on multiple occasions in a 24 hour period.
- (iv) Simple phone calls to arrange other staff to attend a call out will be absorbed in the On Call allowance and do not attract additional payment.

SCHEDULE 3 - REDEPLOYMENT AND REDUNDANCY

Where changes to work, service provision and Council programs impact on Employee levels consultation will occur with Employees and their relevant unions.

Options for retraining, reassignment and redeployment shall be explored before redundancies are considered.

1. DEFINITIONS

- (a) Redundancy of a position occurs when:
- (i) the Council's need for work of a particular kind in a particular position has diminished or ceased; or
- (ii) the position/job description is changed to such a degree that the present incumbent is no longer considered suitable for the new position.
- (b) Redeployment is a process of transferring Employees to suitable alternative positions within Council after their existing positions have been declared redundant.
- (c) Retraining commences with an analysis of an Employee's current skills, knowledge and abilities for the purpose of developing a tailored training plan in consultation with the Employee. The plan is then implemented to facilitate the Employee's redeployment.

-
- (d) Retrenchment is the termination of employment of people working in positions declared redundant who cannot be properly (having regard to the persons skills) put to meaningful work elsewhere in the organisation.
- (e) Minimum Notice Period is the minimum amount of notice an employee will receive of an redundancy or retrenchment. Minimum Notice Period is four weeks or five weeks for employees aged 45 years or over.
- (f) Notice of Redundant Position or Retrenchment is the formal advice to the Employee that their position is to become redundant.
- (g) Ordinary Rate of Pay for redundancy payment shall mean the current rate including annualised allowances and enterprise bargaining increases (excluding shift loadings, weekend penalty payments, and overtime).
- (h) Actual Rate of Pay is the ordinary rate of pay as at the date of re-deployment.

2. OBJECTIVES

The objectives are:

- (a) To re-deploy within Council, where possible, Employees whose positions have become redundant.
- (b) To retrain such Employees where appropriate;
- (c) In the event an Employee is unable to be re-deployed, and the Employee is to be terminated, to pay fair and appropriate monetary compensation in relation to loss of pay and conditions.
- (d) To assist retrenched Employees to find employment outside the service of this Council.

3. CONSULTATION AND NOTIFICATION OF PENDING REDUNDANCY

Where there is a degree of certainty that Council has no need for work to be done by the Council Employee, Council shall, at the earliest practicable time, arrange discussions with the Employee/s affected, their nominated representative, and/or the Union or Unions. During these discussions, the Council will provide to the parties all the relevant details at the earliest possible time. These details will include:

- The reasons for the position/s becoming redundant, and
- The number, location and other details of the redundant positions,
- The possible redeployment solutions for employees
- The structures pre and post organisational change.

Employees and their Union will also receive formal notification of a redundancy or redeployment as soon as practicable after the Council has made a decision to make any position redundant.

4. EXCEPTIONS

EBA1 shall not apply in any of the following circumstances:

- (a) Where an Employee terminates employment before the expiration of the period of notice without prior approval of the Council, which approval shall not be unreasonably withheld; or
- (b) Where an Employee's services are terminated by reason of neglect of duty or misconduct; or
- (c) Where an Employee has been engaged in a casual capacity or on a short term basis, such as project employment.

5. GRIEVANCE PROCEDURE

Grievances arising from EBA1 shall be dealt with in terms of the dispute procedures outlined in Council's Enterprise Bargaining Agreement.

6. REDEPLOYMENT

- (a) The Council shall use its best endeavours to find suitable alternative employment within Council for all affected Employees. All such Employees shall be individually interviewed to determine what options may exist for their retraining for Council.

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- (b) Where an Employee is re-deployed to alternative employment and such employment is at a lower classification to that which they presently hold, the Employee's salary shall be maintained at their previous classification until Award or Enterprise Bargaining pay rises in conjunction with the new level under the Award equals the previous salary. This enables the Employee to suffer no overall financial loss due to organisational change.
- (c) Where the redeployment involves a significant reduction in classification/level (i.e. two levels or more), then the Employee shall be offered the option of maintenance of salary or retrenchment.
- (d) Where a first redeployment is found to be mutually unacceptable, a second and final redeployment may be offered.
- (e) Employees who are redeployed to another position will be eligible for redundancy benefits should it be agreed within three months by the Employee and Council that the alternative position is unsatisfactory.

7. REDUNDANCY/RETRENCHMENT

- (a) Upon a determination by Council that an Employee's position has become redundant, and redeployment cannot be achieved, such Employee shall receive notice of retrenchment.
- (b) The Chief Executive Officer may, at his/her discretion, invite proposals from Employees for retrenchment. Persons whose applications for retrenchment are accepted by the Chief Executive Officer shall be entitled to receive all eligible redundancy benefits at the point of termination.
- (c) Eligible Employees are those for whom:
- clause 7(a&b) applies: or
 - suitable alternative employment cannot be found; or
 - whose application for retrenchment under clause 8(b) has been accepted.

8. REDUNDANCY PAY-OUTS AND PROVISIONS

- (a) On termination, eligible Employees shall receive a redundancy payment at a rate commensurate to their ordinary rate of pay and total completed service.

Where severance pay results from a position redundancy, minimum payments shall be two and one half weeks pay per year of service. For those employees who are aged 50 years or over and have accrued 10 years continuous service with Council (including the former Redcliffe City Council, Caboolture and Pine Rivers Shire Councils) an additional weeks pay per year of service will be paid). Benefit is capped at 52 weeks.

- (b) In addition to redundancy payment, an Employee who has completed three (3) year's continuous service shall be entitled on termination to a long service leave payment in accordance with the Current Enterprise Bargaining Agreement at the ordinary rate of pay for each completed year of service, and a proportionate amount of an incomplete year of service, less any long service leave already taken.
- (c) Providing each case has the prior approval of the Employee's Supervisor, special leave with pay, to a maximum period of five (5) working days, shall be granted for the purpose of attending personal employment interviews. This leave shall not be deducted from the Employee's leave credits.
- (d) Each Employee whose position has been declared redundant will be given a statement showing the calculation of an estimate of the redundancy payment.
- (e) If agreed between the employee and the Chief Executive Officer, Council will provide funding assistance for the services of an out placement consultant to assist the Employee in obtaining new employment.

9. SECURITY

Where appropriate for the protection of Council assets, and at the discretion of the Chief Executive Officer, once an Employee has been retrenched, that Employee may not be permitted to return to the workplace, but their remuneration and conditions of service shall continue until an agreed redundancy payment has been negotiated.

SCHEDULE 4 – PARENTAL LEAVE ENTITLEMENT (AS CONTAINED IN THE LOCAL GOVERNMENT OFFICERS

AWARD 1998 – TRANSITIONAL)

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An **eligible casual employee** means a casual employee:

- (a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
- (b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

27.1 Definitions

27.1.1 For the purposes of this clause **child** means a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

27.1.2 Subject to clause 27.1.3 hereof, in this clause, spouse includes a de facto or former spouse.

27.1.3 In relation to clause 27.7 hereof, **spouse** includes a de facto spouse but does not include a former spouse.

27.2 Basic Entitlement

27.2.1 After 12 months continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

27.2.2 Subject to 27.5.6 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

27.2.2(a) for maternity and paternity leave, an unbroken period of up to one week at the time of the birth of the child;

27.2.2(b) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

27.3 Variation of period of parental leave

Where an employee takes leave under clause 27.2.1 or 27.4.1(b), unless otherwise agreed between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 27.2 or the right to request in clause 27.4.

27.4 Right to request

27.4.1 An employee entitled to parental leave pursuant to the provisions of clause 27.2 may request the employer to allow the employee:

-
- 27.4.1(a)** to extend the period of simultaneous unpaid parental leave provided for in clauses 27.2.2(a) and 27.2.2(b) up to a maximum of eight weeks;
 - 27.4.1(b)** to extend the period of unpaid parental leave provided for in clause 27.2.1 by a further continuous period of leave not exceeding 12 months;
 - 27.4.1(c)** to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

27.4.2 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

27.4.3 Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under clauses 27.4.1(b) and 27.4.1(c) must be recorded in writing.

27.4.4 Request to return to work part-time

Where an employee wishes to make a request under clause 27.4.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

27.5 Maternity leave

27.5.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- 27.5.1(a)** of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant)—at least 10 weeks;
- 27.5.1(b)** of the date on which the employee proposes to commence maternity leave and the period of leave to be taken—at least four weeks.

27.5.2 When the employee gives notice under 27.5.1(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

27.5.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

27.5.4 Subject to clause 27.2.1 hereof and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

27.5.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

27.5.6 Special maternity leave

- 27.5.6(a)** Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 27.5.6(b)** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 27.5.6(c)** Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical

practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.

27.5.7 Where leave is granted under clause 27.5.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

27.6 Paternity leave

27.6.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity leave, with:

27.6.1(a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

27.6.1(b) written notification of the dates on which he proposes to start and finish the period of paternity leave; and

27.6.1(c) except in relation to leave taken simultaneously with the child's mother under clauses 27.2.2(a), 27.2.2(b) and 27.4.1(a), a statutory declaration stating:

27.6.1(c)(i) that he will take that period of paternity leave to become the primary care-giver of a child;

27.6.1(c)(ii) particulars of any period of maternity leave sought or taken by his spouse; and

27.6.1(c)(iii) that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

27.6.2 The employee will not be in breach of clause 27.6.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

27.7 Adoption leave

27.7.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

27.7.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:

27.7.2(a) the employee is seeking adoption leave to become the primary care-giver of the child;

27.7.2(b) particulars of any period of adoption leave sought or taken by the employee's spouse; and

27.7.2(c) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

27.7.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.

27.7.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

27.7.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

27.7.6 An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

27.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements

which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 27.4.

27.9 Transfer to a safe job

- 27.9.1** Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- 27.9.2** If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

27.10 Returning to work after a period of parental leave

- 27.10.1** An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 27.10.2** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 27.9, the employee will be entitled to return to the position they held immediately before such transfer.
- 27.10.3** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 27.10.4** An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.
- 27.10.5** Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the employer shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

27.11 Replacement employees

- 27.11.1** A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 27.11.2** Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

27.12 Communication during parental leave

- 27.12.1** Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- 27.12.1(a)** make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - 27.12.1(b)** provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 27.12.2** The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 27.12.3** The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 27.12.1.

SCHEDULE 5 – LOCAL AREA WORKPLACE AGREEMENTS

Schedule 5(a)	Moreton Bay Water On Call Local Area Workplace Agreement.	
Schedule 5(b)	Morayfield Park Sports Centre Local Area Agreement.	<i>[Previous Caboolture Shire Council LAWA]</i>
Schedule 5(c)	Community Development After Hours Agreement	<i>[Previous Caboolture Shire Council LAWA]</i>
Schedule 5(d)	Events Section After Hours Agreement	<i>[Previous Caboolture Shire Council LAWA]</i>
Schedule 5(e)	Weighbridge Staffing Agreement	<i>[Previous Caboolture Shire Council LAWA]</i>
Schedule 5(f)	Landfill Operators Guide	<i>[Previous Caboolture Shire Council LAWA]</i>
Schedule 5(g)	Cleaning Employees Service Unit Agreement	<i>[Previous Pine Rivers Shire Council LAWA]</i>
Schedule 5(h)	Building Department Private Certification Unit	<i>[Previous Pine Rivers Shire Council LAWA]</i>
Schedule 5(i)	Refuse Tip Landfill Staffing Agreement	<i>[Previous Pine Rivers Shire Council LAWA]</i>
Schedule 5(j)	Weighbridge Staffing Agreement	<i>[Previous Pine Rivers Shire Council LAWA]</i>

SCHEDULE 5 (a) – MORETON BAY WATER ON CALL LOCAL AREA WORKPLACE AGREEMENT

MORETON BAY WATER
Stand by & On Call Agreement

1.	Title.....	38
2.	Definitions.....	38
3.	Relationship to Existing Awards and Agreements.....	39
4.	Parties bound.....	39
5.	Employees Covered.....	39
6.	Period of Agreement.....	39
7.	LAWA Approval Requirements.....	39
8.	Objectives of the Agreement.....	39
9.	Agreement monitoring.....	40
10.	no extra claims.....	40
11.	Standby Allowance.....	40
12.	dial ins.....	41
13.	Telephone Calls.....	41
14.	breaks.....	41
15.	Recognition of hours worked on Sunday evening/ Monday morning.....	41

1. Title

This Local Area Work Agreement (LAWA) shall be known as the Moreton Bay Water Stand by & On Call Agreement Local Area Work Agreement 2008.

2. Definitions

The following definitions apply in this Agreement:

- Agreement Majority:** The majority required for acceptance of this Agreement shall be 50% + 1 of those employees affected.
- Awards:** The awards listed in clause 3 of this Agreement.
- Commission:** The Queensland Industrial Relations Commission.
- Council:** Moreton Bay Regional Council.
- Necessary Work:** Work required in accordance with priority assessment of work requests, excluding normally programmed or backlogged work.
- Employees:** Those employees who work under the terms and conditions set down in the awards and Agreements listed in clause 3 of this agreement.
- Ordinary Time:** The applicable ordinary rate of pay prescribed by the relevant enterprise agreement for the staff member on stand by.

Engineering Award Employees: Those employees who work under the terms and conditions set down in the award listed in the Engineering Award – State 2002.

3. Relationship to Existing Awards and Agreements

This Agreement shall be read and interpreted wholly in conjunction with the Awards outlined below. Provided that where there is any intended inconsistency between this Agreement and the Awards (at the date of certification), the provisions of this agreement shall prevail.

However if the awards are varied following certification or approval of this agreement, during the life of this agreement, the parties agree that the increased entitlement shall be passed on and, further to this, no Employee shall suffer any loss of wages, entitlements, employment conditions or other benefit as a result of amendments to Awards.

- Building Trades Public Sector Award – State 2002.
- Engineering Award – State 2002.
- Local Government Employees' (excluding Brisbane City Council) Award – State 2003.
- Queensland Local Government Officers Award – 1998.

4. Parties bound

The parties bound by this agreement shall be

- Moreton Bay Regional Council (Council)
- The Australian Workers' Union of Employees, Queensland
- The Queensland Services Union, Industrial Union of Employees
- The Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
- Federated Engine Drivers' and Firemen's' Association of Queensland, Union of Employees
- The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- Plumbers and Gasfitters Employees Union Queensland, Union of Employees
- Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees
- The Electrical Trades Union of Employees, and;
- Association of Professional Engineers, Scientists and Managers Australia

5. Employees Covered

This LAWA shall apply to all persons employed by Council in Moreton Bay Water whose terms and conditions of employment are governed by the awards listed in Clause 3, and who are employed under award conditions.

6. Period of Agreement

This LAWA shall commence from the date of *certification* of this Agreement and remain in force during the life of the certified agreement, unless otherwise determined by the parties.

7. LAWA Approval Requirements

In order for the LAWA to be accepted, the Council must endorse the proposed LAWA and all affected parties must sign the Agreement. Subsequent amendments or additions to the LAWA may be enacted subject to the parties approval requirements as indicated above.

8. Objectives of the Agreement

The objectives of this Agreement are specifically to:

- Recognise the criticality of the call out service and the importance of reasonable reimbursement for service provision
- Establish clarity and consistency across the Awards stated in Clause 3 of this Agreement, with regard to on call and call out allowance entitlements and payments;
- Ensure provision of, and retention of staff to deliver, a functional on call service, Staff participation and commitment to support a team approach is part of the service delivery of Moreton Bay Water staff.
- For the purposes of on call arrangements, position descriptions determine whether an employee is required for stand by duties. Personnel participating in an on-call arrangement must continue to do so unless circumstances change which prevents their participation either on a short-term or long-term basis.

- These circumstances may include but are not limited to the following:
 1. any risk to the employee's health and safety that might reasonably be expected to arise if the employee continued participation in an on-call roster. A medical certificate will need to be provided.
 2. the employee's personal circumstances (including family responsibilities); A medical certificate or other verification witnessed by a Justice of the Peace will need to be provided.
 3. the operational requirements of the workplace, or enterprise, in relation to which the employee is required or requested to work the on-call roster.
 4. Assist in efforts over time to achieve greater level of consistency in on call and call out arrangements for staff employed under various awards across Council.
 5. Attract and retain highly skilled persons to the positions covered by this Agreement.

Where an employee can no longer perform on-call duties due to medical or family reasons and a medical certificate or other acceptable verification supports this, Council will endeavour to place the employee in an alternative position that is applicable to their skills and training.

Staff not required to be on the on call roster or in receipt of stand by allowance are committed to supporting the operation of the on call service, and agree to continue to assist as required on a call out basis subject to reasonable consideration of requisite skills, employee wellbeing/ work-life balance.

9. Agreement monitoring

Any grievances arising in relation to the operation of this LAWA will be managed through the Dispute Resolution Procedure outlined in EBA1.

10. No extra claims

This Agreement does not constitute any waiver of or departure from the provision contained in the EBA1 (No Extra Claims) and the parties remain in agreement that there will be no further claims or industrial action by the parties bound during the nominal term of the Certified Agreement.

11. Standby Allowance

Council may require any employee to be on standby in accordance with an agreed roster, or be otherwise available to perform necessary work outside of the employee's agreed scheduled ordinary working hours. All employees covered by this LAWA agree to be on standby in accordance with an agreed roster and to work reasonable overtime at overtime rates if required.

Employees on standby are required to hold themselves available to perform call out work if required by Council. Employees directed to remain on call must be able to be contacted and be able to respond within a reasonable period of time. Any employee on standby shall be paid an allowance in accordance with the table below when the employee is required to be on standby for call out work. This allowance replaces the payments provided in the relevant awards and agreements.

If an employee in receipt of standby allowance is called out, clauses 12, 13 & 14 of this Local Area Workplace Agreement shall apply to the payment for the period of the call out.

An officer who is required to be on standby for after hours work will be provided with a Council vehicle for the period during which they are on standby, and will during that period be entitled to commuter and limited use of that vehicle in accordance with the Australian Taxation Office Private Ruling 62902. This ruling states: where an employee is provided with commuter use only of an employer-provided vehicle, a one only 50 kilometre private trip during a month is deemed to be minor, infrequent and irregular use.

Day on Stand By	Allowance	Other
Monday to Friday	1 hour at ordinary time	Provided that if any employee whilst on call is required to perform any other work for which rates of pay are fixed by the Award, the employee shall be paid for the time so worked at the applicable overtime rate prescribed by the Award. If an employee is required to be on standby on a public holiday, payment of the allowance for that day will be 5 hours at ordinary time e.g. if a public holiday falls on a Monday to Friday 5 hours will be paid in lieu of 1 hour, if a public holiday falls on a Saturday or Sunday 5 hours only will be paid not an additional 5 hours. No other payment or benefit will accrue in relation to stand by allowance on public holidays but normal rates of overtime will apply.
Saturday	5 hours at ordinary time	
Sunday	5 hours at ordinary time	
Public Holiday	5 hours at ordinary time	

12. Dial ins

Employees responding to after-hours calls for assistance via computer login to the Telemetry or other Council system (and not required to personally attend on site to a call out) will be paid a minimum of 1 hour at the standard Award overtime rate for all “dial ins” received in each 24 hour period, where but for the electronic arrangements they would have had to attend in person. Simple phone calls to arrange other staff to attend a call out will not attract this payment.

It is further agreed that if additional calls are received within the 24-hour period of the original call, further minimum payments shall not be made. Where total work requirements extend beyond one hour, the employee shall be paid at the relevant award rate for the duration of the actual time worked.

13. Telephone Calls

Simple phone calls to arrange other staff, receive confirmation regarding an issue or to inform personnel of an event is provided for as part of the on-call allowance and will not attract any further payment.

Where the requirements exceed the transmission or receipt of simple information/instructions, a minimum payment of 1 hour at the standard Award overtime rates shall apply. Where total work requirements extend beyond one hour the employee shall be paid at the relevant award rate for the duration of the actual time worked.

14. Breaks

Employees are entitled to a minimum of 10 hours off between finishing work on one day and starting on the next. If an Employee is recalled to work as they are rostered on call and performs so much overtime that they will not receive at least 10 consecutive hours off duty immediately preceding the commencement of ordinary work the next day, they will be released after the completion of such overtime until they have had 10 consecutive hours off without loss of pay. If the Employee is directed by Council to resume duties or continue to work without having 10 hours off duty, the Employee will be paid 200% of their ordinary rate of pay for the time worked until they are released from duty.

The Employee will then be entitled to be absent until he/she has had 10 consecutive hours off duty, without loss of pay for the ordinary hours s/he would normally have worked.

This clause does not apply when the call out has been dealt with via a dial in arrangement as per clause 12.

Award provisions for all other breaks continue to apply, however these do not override Moreton Bay Regional Council responsibilities for employee well being and consideration in exercising these provisions should take into account safety and service provision considerations and/or the employees responsibilities to advise their supervisors of their circumstances or particular safety concerns.

15. Recognition of hours worked on Sunday evening/ Monday morning

Where an employee is required to work on a Sunday evening/early Monday morning, 10-hour break provisions will apply as for any other time during the week i.e. after the continuous work provisions of the appropriate Award are applied, i.e. 10 hour break provisions will apply.

SCHEDULE 5(b) - MORAYFIELD PARK SPORTS CENTRE LOCAL AREA AGREEMENT

Objective of the Agreement

The aim of this Local Area Agreement is to establish a casual rate of pay for umpires and activity leaders in the Morayfield Indoor Sports Centre

Background

- Council and the Australian Workers Union wish to create a Local Area Agreement for use in the Morayfield Indoor Sports complex.
- The Morayfield Indoor Sports Centre was initially contracted out to a private company. This private company went into receivership and Council has elected to resume the management and operation of the centre in order that this service to the region continue to operate.
- Council has sought advice as to the appropriate Award to place indoor sports umpires and activity leaders on. After receiving advice that no such Award exists, discussions between the Australian Workers Union and Council commenced. It is agreed that this Agreement will be written into the next Caboolture Shire Council Workplace Bargaining Agreement insofar that this is possible.
- It is also agreed that, should an industry wide award be created to cover indoor sports centre umpires and activity leaders, this Agreement shall cease to be operational as soon as practicable after the other Award commences.

Application

This Local Area Agreement shall apply to the Council, the Australian Workers Union and their members or staff who are eligible to become their members employed by Caboolture Shire Council in the Morayfield Indoor Sports Centre as casual umpires and/or activity leaders.

Parties Bound

The parties bound to the Agreement are:

Caboolture Shire Council, The staff of Caboolture Shire Council and The Australian Workers Union of Employees, Queensland.

Employment Category

This Agreement is designed to cover casual indoor sports centre umpires and activity leaders. Typically, these people are residents of the Shire, members of clubs associated with the centre and people who have a strong interest in the sport or activity they are umpiring or leading. Typically, the umpires and activity leaders will attend work in the evening and at weekends to umpire scheduled matches. It is acknowledged that the clubs associated with the centre have undertaken coaching and umpiring training with the view to providing a high level of umpiring, coaching and leadership within the chosen sport or activity.

Salary Level

The parties agree that the adult salary level for the Indoor Sport Centre umpires and activity leaders shall be \$15.55 per hour as a casual hourly rate. This rate is amended from time to time in accordance with Council's Workplace Bargaining Agreement and includes the Enterprise Bargaining Agreement pay rise applicable from 18 February 2005.

Junior Rates

The hourly rate of pay applicable to junior employees shall be the age related percentage of the appropriate minimum hourly rate as prescribed under this clause.

Age	Per %	Hour
17 years and under	65	
18 years	75	
19 years	85	
20 years	100	

Date and Period Of Operation

This Agreement shall come into operation from the first standard Council pay period after it is signed by both parties. It shall operate until an industry wide Award for indoor sports centre umpires and activity leaders is created and applied to Queensland Indoor Sports Centres.

Copy of Agreement

The Manager of the Centre will give all staff a copy of the Agreement attached to their employment offer letters from Council. The parties agree not to copy or distribute this Agreement to those who are not a party to the Agreement.

Dispute Settlement Procedures

In the event of any grievance or dispute arising between an employee and the respondent, work shall nevertheless continue in the usual manner whilst the following procedures are carried out, except where there are genuine matters of health or safety involved which require otherwise.

Discussions shall be held between the employee concerned and if the employee requests, an accredited union representative or other representative nominated by the employee, and the employee's Manager and if the Manager requests the employee's immediate supervisor.

If the matter remains unresolved there shall be discussions with the employee and the union representative or, if requested, any other representative nominated by the employee and the respondent's delegated representative.

If the matter remains unresolved then the dispute shall be referred to the Local Government Association of Queensland and relevant union or other representative nominated by the employee for discussions at the local level. All steps in the grievance process outlined above shall be effected promptly.

If the dispute still remains unresolved, then either party may refer the matter to the Industrial Relations Commission.

Confidentiality Agreement

The parties agree that all staff shall be required to sign a Confidentiality Agreement as attached. This confidentiality agreement shall not restrict Union members from disclosing human resources or industrial relations matters to their Unions during or following employment with the Council. Neither shall the Confidentiality Agreement restrict staff from disclosing matters to their legal advisers that are the subject of an employment-related dispute between the Council and the employee.

Variation to the Agreement

During the life of the Agreement the parties may, by agreement vary the Local Area Agreement. Any variation shall be reduced to writing and copies distributed to affected staff.

SCHEDULE 5(c) – COMMUNITY DEVELOPMENT AFTER HOURS AGREEMENT

Community Development After Hours Agreement 21 November 2006

1.	Title.....	44
2.	Definitions	44
3.	Relationship to Existing Awards and Agreements	44
4.	Parties bound.....	44
5.	Employees Covered.....	45
6.	Period of Agreement	45
7.	LAWA Approval Requirements	45
8.	Objectives of the Agreement	45
9.	Agreement monitoring.....	45
10.	No extra claims	45
11.	After hours Allowance	45
12.	Breaks.....	46

Title

This Local Area Work Agreement (LAWA) shall be known as the Community Development After Hours Loading Local Area Work Agreement 2006.

Definitions

The following definitions apply in this Agreement:

Agreement Majority:	The majority required for acceptance of this Agreement shall be all of those employees affected.
Awards:	The awards listed in clause 1.8 of this Agreement
Commission:	The Queensland Industrial Relations Commission
Council:	Caboolture Shire Council
Employees:	Those employees who work under the terms and conditions set down in the awards and Agreements listed in clause 1.8 of this Agreement.
Ordinary Time:	The applicable ordinary rate of pay prescribed by the relevant enterprise agreement for the staff member.
TOIL:	TOIL is Time Off In Lieu. In this policy it refers to taking time off work with pay to compensate staff for an equivalent amount of time they spend attending an out of hours meeting.
Out of Hours:	In this policy, "Out of Hours" refers to meetings held outside the normal operational hours of the Council staff attending. This does not include a training course.

Relationship to Existing Awards and Agreements

This Community Development After Hours Loading Local Area Work Agreement 2006 shall be read and interpreted wholly in conjunction with the terms of the Moreton Bay Regional Council Certified Agreement (EBA1) and; Queensland Local Government Officer's Award 1998 and as they apply at the date of this Agreement, provided that where there is any inconsistency between this LAWA, EBA1 and the above Award/s, this LAWA shall prevail to the extent of that inconsistency.

Parties bound

The parties bound by this Agreement shall be

- Moreton Bay Regional Council; and

-
- The Queensland Services Union, Industrial Union of Employees (QSU)

Employees Covered

This LAWA shall apply to all Planning Officers and other applicable staff employed by Council in Community Development whose terms and conditions of employment are governed by the awards listed in Clause 1.8, and who are employed under award conditions.

Period of Agreement

This LAWA shall commence from the date of certification of the Agreement and shall remain in force during the life of the agreement unless otherwise determined by the parties.

LAWA Approval Requirements

In order for the LAWA to be accepted, the Council must endorse the proposed LAWA and all affected employees must sign the Agreement. Subsequent amendments or additions to the LAWA may be enacted subject to Council and employee approval requirements as indicated above.

Objectives of the Agreement

The objectives of this agreement are specifically to:

- Recognise the criticality of the after hours work and the importance of reasonable reimbursement for staff who provide this service
- Establish clarity and consistency across the Awards stated in Clause 1.8 of this Agreement, with regard to after hours work, entitlements and payments;
- Ensure provision of, and retention of staff to deliver, a functional after hours service, Staff participation and commitment to support a team approach is part of the service delivery of Community Development staff.
- For the purposes of after hours service, position descriptions determine whether an employee is required for after hours service duties. Personnel participating in after hours service arrangements must continue to do so unless circumstances change which prevents their participation either on a short-term or long-term basis.
- These circumstances may include but are not limited to the following:
 - any risk to the employee's health and safety that might reasonably be expected to arise if the employee continued participation in an after hours service. A medical certificate will need to be provided.
 - the employee's personal circumstances (including family responsibilities); A medical certificate or other verification witnessed by a Justice of the Peace will need to be provided.
 - the operational requirements of the workplace, or enterprise, in relation to which the employee is required or requested to work the after hours service.
- Where an employee can no longer perform after hours service due to medical or family reasons and a medical certificate or other acceptable verification supports this, Council will endeavour to place the employee in an alternative position that is applicable to their skills and training.
- Staff not required to be on the after hours service are committed to supporting the operation of the after hours service, and agree to continue to assist as required on an ad hoc basis subject to reasonable consideration of requisite skills, employee wellbeing/ work-life balance.
- Assist in efforts over time to achieve greater level of consistency in the after hours service for staff employed under various awards across Council.
- Attract and retain highly skilled persons to the positions covered by this Agreement.

Agreement monitoring

Any grievances arising in relation to the operation of this LAWA will be managed through the Dispute Resolution Procedure outlined in clause 2.5 of EBA1.

No extra claims

This Agreement does not constitute any waiver of or departure from the provision contained in clause 13.5 of the Caboolture Shire Council Certified Agreement 2005 Agreement (No Extra Claims) and the parties remain in agreement that there will be no further claims or industrial action by the parties bound during the nominal term of the Certified Agreement.

After hours Allowance

In the performance of the duties of positions covered by this Agreement staff will be required to work on a variety of days including Saturdays and Sundays and at times out of normal business hours. In accepting an offer of employment under this Agreement it is confirmed that staff agree to and are required to work additional after hours as prescribed by this clause.

- (a) An allowance of 15% of salary will be paid in addition to the ordinary salary for the position.
- (b) The excess after hours work allowed under the loading is up to an average of 12 hours per fortnight, recorded as time off in lieu (TOIL) in accordance with council Policy 121/04 – Staff Attending Out of Hours Meetings.

-
- (c) It is the responsibility of staff receiving such loading, to exercise sound discretion before accepting or committing to attendance at meetings after normal business hours. It is vital that staff maintain an appropriate work/life balance and it is the responsibility of staff to ensure that after hours work commitments are considered carefully.
 - (d) As per the Policy 121/04 (as above) employees should consult with the Community Planning Coordinator in the first instance, or Manager, and receive approval prior to undertaking that after hours work. (Refer 5.1 and 5.2 of the Policy) This will require details of the meeting and approximate hours anticipated. This is to ensure Manager awareness of after hours commitments and location of staff after hours.
 - (e) Staff signing the agreement should give the Community Planning Coordinator, a list of the recurring after hours meetings they know they will be attending. E.g. major networks. This will then be approved up front. Additional commitments then require approval as stated above.
 - (f) A TOIL register will be maintained by staff to record after hour's commitments. This will allow monitoring of such commitments and impacts on the position, as well as allow for monitoring of time that goes over the 12 hours per fortnight (equal to 144 hours per 6 months).
 - (g) This will be reviewed each 6 months. If there is an excess of hours over 144 hours, this will be discussed with the officer, in regard to after hours commitments for the next 6 months and possible taking of TOIL.
 - (h) This allowance will be included in the annual rate for all salary calculation purposes including overtime, penalty rates, leave loading, superannuation and allowances.
 - (i) Future new staff employed will, if the loading is deemed appropriate for that position, have this Agreement attached to the letter of appointment. New staff employed after 1 July 2006 to the date of signing this Agreement, receive their loading as a part of their employment, as detailed in their letter of appointment.
 - (j) Existing staff will be paid the loading from 1 August 2006. Any TOIL accrued prior to 1 August 2006, is to be taken within 3 months (i.e. by end of February 2007) unless negotiated otherwise with the Community Planning Coordinator or Manager.
 - (k) To assist in managing the risk associated with attending out of hours meetings the Team Leaders and Manager must consider any risks staff may encounter when attending such meetings. Should it be considered that the staff member is facing an unacceptable risk in attending the meeting then the Team Leader or Manager will take appropriate actions to reduce or eliminate the risk to an acceptable level. These actions may include:
 - a. Cancelling the meeting.
 - b. Instructing the staff member not to attend the meeting.
 - c. Another Officer, Team Leader or the Manager attending the meeting in the place of or with the staff member.
 - d. Contacting the meeting organiser and arranging appropriate security.
 - e. Ensuring that at least two staff members attend the meeting.
 - (l) It is confirmed by signing the agreement that: you agree to and are required to work reasonable additional hours and will do so in accordance with this Agreement, such hours will be subject to S226, Division 3, Part 7 of the workplace Relations Act 1996.
 - (m) This Agreement will be reviewed as part of the Annual Performance Management process.

Breaks

Award provisions for minimum breaks continue to apply, however these do not override Moreton Bay Regional Council responsibilities for employee well being and consideration in exercising these provisions should take into account safety and service provision considerations and/or the employees responsibilities to advise their supervisors of their circumstances or particular safety concerns.

Events Section of Public Affairs, Economic Development and Tourism Unit

After Hours Agreement

July 2007

1.	Title.....	47
2.	Definitions	47
3.	Relationship to Existing Awards and Agreements	47
4.	Parties bound.....	48
5.	Employees Covered.....	48
6.	Period of Agreement	48
7.	LAWA Approval Requirements	48
8.	Objectives of the Agreement	48
9.	Dispute Settlement Procedure.....	49
10.	No extra claims	49
11.	After hours Allowance	49
12.	Breaks.....	50
13.	Hours of work.....	50
14.	Spread of Hours	50

1. Title

This Local Area Work Agreement (LAWA) shall be known as the Events Section of the Public Affairs, Economic Development and Tourism Unit After Hours Loading Local Area Work Agreement 2007.

2. Definitions

The following definitions apply in this Agreement:

- Agreement Majority:** The majority required for acceptance of this Agreement shall be all of those employees affected.
- Awards:** The awards listed in clause 1.8 of this Agreement
- Commission:** The Queensland Industrial Relations Commission
- Council:** Moreton Bay Regional Council
- Employees:** Those employees who work under the terms and conditions set down in the awards and Agreements listed in clause 1.8 of this Agreement.
- Ordinary Time:** The applicable ordinary rate of pay prescribed by the relevant enterprise agreement for the staff member.
- TOIL:** TOIL is Time Off In Lieu. In this policy it refers to taking time off work with pay to compensate staff for an equivalent amount of time they spend attending an out of hours meeting.
- Out of Hours:** In this policy, "Out of Hours" refers to meetings held outside the normal operational hours of the Council staff attending. This does not include a training course.

3. Relationship to Existing Awards and Agreements

This After Hours Loading Local Area Work Agreement shall be read and interpreted wholly in conjunction with the terms of the

- Moreton Bay Regional Council Agreement (EBA1)and;
-

-
- Queensland Local Government Officer's Award 1998 and

as they apply at the date of this Agreement, provided that where there is any inconsistency between this LAWA, the EBA1 and the above Award/s, this LAWA shall prevail to the extent of any inconsistency and excludes any Agreement or Award conditions specified in this LAWA.

4. Parties bound

The parties bound by this Agreement shall be

- Moreton Bay Regional Council; and
- The Queensland Services Union, Industrial Union of Employees (QSU)

5. Employees Covered

This LAWA shall apply to all applicable staff employed by Council in the Events section of the Public Affairs, Economic Development and Tourism Unit whose terms and conditions of employment are governed by the awards listed in Clause 1.8, and who are employed under award conditions.

6. Period of Agreement

This LAWA shall commence from the date of *certification of* this Agreement and remain in force for the life of this Agreement unless otherwise determined by the parties. Any extension beyond the nominated expiry date is to be agreed in writing by the parties at least three (3) months in advance of that date.

7. LAWA Approval Requirements

In order for the LAWA to be accepted, the Council must endorse the proposed LAWA and all affected employees must sign the Agreement. Subsequent amendments or additions to the LAWA may be enacted subject to Council and employee approval requirements as indicated above.

8. Objectives of the Agreement

The objectives of this Agreement are specifically to:

- Recognise the criticality of the after hours work and the importance of reasonable reimbursement for staff who provide this service
- Establish clarity and consistency across the Awards stated in Clause 3 of this Agreement, with regard to after hours work, entitlements and payments;
- Ensure provision of, and retention of staff to deliver, a functional after hours service, Staff participation and commitment to support a team approach is part of the service delivery of Public Affairs staff.
- For the purposes of after hours service, position descriptions determine whether an employee is required for after hours service duties. Personnel participating in after hours service arrangements must continue to do so unless circumstances change which prevents their participation either on a short-term or long-term basis.
- These circumstances may include but are not limited to the following:
 - any risk to the employee's health and safety that might reasonably be expected to arise if the employee continued participation in an after hours service. A medical certificate will need to be provided.
 - the employee's personal circumstances (including family responsibilities); A medical certificate or other verification witnessed by a Justice of the Peace will need to be provided.
 - the operational requirements of the workplace, or enterprise, in relation to which the employee is required or requested to work the after hours service.
- Where an employee can no longer perform after hours service due to medical or family reasons and a medical certificate or other acceptable verification supports this, Council will endeavour to place the employee in an alternative position that is applicable to their skills and training.
- Staff not required to be on the after hours service are committed to supporting the operation of the after hours service, and agree to continue to assist as required on an ad hoc basis subject to reasonable consideration of requisite skills, employee wellbeing/work-life balance.
- Assist in efforts over time to achieve greater level of consistency in the after hours service for staff employed under various awards across Council.
- Attract and retain highly skilled persons to the positions covered by this Agreement.

9. Dispute Settlement Procedure

The parties agree to resolve any dispute arising from the LAWA by using clause 2.5 of EBA1.

10. No extra claims

This Agreement does not constitute any waiver of or departure from the provision contained in clause 2.5 of EBA1 (No Extra Claims) and the parties remain in agreement that there will be no further claims or industrial action by the parties bound during the nominal term of the Certified Agreement.

11. After hours Allowance

In the performance of the duties of positions covered by this Agreement staff will be required to work on a variety of days including Saturdays, Sundays and Public Holidays, and at times out of normal business hours. In accepting an offer of employment under this Agreement it is confirmed that staff agree to and are required to work additional after hours as prescribed by this clause.

- (a) A Loading of 15% of salary will be paid in addition to the ordinary salary for the position.
- (b) The 15% loading compensates employees for an average of 12 reasonable additional hours per fortnight averaged over a 12 month period. Any time over the average of 12 hours a fortnight will be taken as time off in lieu (TOIL) in accordance with council Policy 121/04 – Staff Attending Out of Hours Meetings. All out of work hours will be recorded in a TOIL register.
- (c) It is the responsibility of staff receiving such loading, to exercise sound discretion before accepting or committing to attendance at meetings after normal business hours. It is vital that staff maintain an appropriate work/life balance and it is the responsibility of staff to ensure that after hours work commitments are considered carefully.
- (d) As per the Policy 121/04 (as above) employees should consult with the Events Coordinator in the first instance, or Manager, and receive approval prior to undertaking after hours work. (Refer 5.1 and 5.2 of the Policy) This will require details of the meeting and approximate hours anticipated. This is to ensure Manager awareness of after hours commitments and location of staff after hours.

Staff signing the agreement should give the Events Coordinator, a list of the recurring after hours meetings they know they will be attending. E.g. major networks. This will then be approved up front. Additional commitments then require approval as stated above.

- (e) A TOIL register will be maintained to record after hour's commitments. This will allow monitoring of such commitments and impacts on the position, as well as allow for monitoring of time that goes over the 12 hours per fortnight (equal to 144 hours per 6 months).

This will be reviewed each 6 months. If there is an excess of hours over 144 hours, this will be discussed with the officer, in regard to after hours commitments for the next 6 months and possible taking of TOIL.

- (f) This allowance will be included in the annual rate for all salary calculation purposes including overtime, penalty rates, leave loading, superannuation and allowances.
- (g) Future new staff employed will, if the loading is deemed appropriate for that position, have this Agreement attached to the letter of appointment. New staff employed after 1 July 2007 to the date of signing this Agreement, receive their loading as a part of their employment, as detailed in their letter of appointment.
- (h) To assist in managing the risk associated with attending out of hours meetings the Team Leaders and Manager must consider any risks staff may encounter when attending such meetings. Should it be considered that the staff member is facing an unacceptable risk in attending the meeting then the Team Leader or Manager will take appropriate actions to reduce or eliminate the risk to an acceptable level. These actions may include:
 - Cancelling the meeting.
 - Instructing the staff member not to attend the meeting.
 - Another Officer, Team Leader or the Manager attending the meeting in the place of or with the staff member.
 - Contacting the meeting organiser and arranging appropriate security.
 - Ensuring that at least two staff members attend the meeting.
- (i) It is confirmed by signing the agreement that: you agree to and are required to work reasonable additional hours and will do so in accordance with this Agreement, such hours will be subject to S226, Division 3, Part 7 of the workplace Relations Act 1996.
- (j) this Agreement will be reviewed as part of the Annual Performance Management process.

12. Breaks

Award provisions for minimum breaks continue to apply, however these do not override Moreton Bay Regional Council responsibilities for employee well being and consideration in exercising these provisions should take into account safety and service provision considerations and/or the employees responsibilities to advise their supervisors of their circumstances or particular safety concerns.

13. Hours of work

All officers covered by this Agreement agree that their ordinary hours of duty may be worked on any five out of seven days per week including Saturday and Sundays without any additional loading or allowances.

14. Spread of Hours

The ordinary hours of Officers covered by this Agreement may be altered as to the spread of hours outside the 6.00am to 6.00pm band.

SCHEDULE 5(e) –WEIGHBRIDGE STAFFING AGREEMENT [Caboolture District]

1. APPLICATION

This Agreement between the Caboolture Shire Council (The Council) and the Australian Workers Union of Employees (The Union) provides for the employment of staff at Council's Weighbridge. Council land fill sites are open 365 days a year.

2. JOB DUTIES

The Job Duties of Weighbridge Attendants shall be as set out in the Job Description provided. Duties may be varied by the Council from time to time but the classification of the position shall not be changed without advising the Union.

3. PART TIME EMPLOYEES

Weighbridge Attendants shall be employed as Temporary Part-Time staff within the terms of the Local Government Employees' Award (State).

1. RATE OF PAY

The Base Hourly Rate for Weighbridge Attendants shall be calculated by taking the weekly rate for a Local Government Employee Level 4 under the Local Government Employees' Award as amended from time to time by Council's Enterprise agreements divided by 32. No extra pay, allowance or penalty is paid for work rostered on a week-end.

5. SUPERANNUATION

Superannuation contributions made by Council and payments made by the employees by way of deduction from wages shall be calculated on the Base Rate of pay as defined in (4) above.

6. HOURS OF DUTY

Staff will be required to work no more than 12 ordinary hours on any 1 day including 10 minute morning and afternoon tea breaks and a lunch break of 30 minutes to be taken as agreed. The span of hours will be from 5.00am to 7.00pm

7. ROSTERS

Rosters will be determined by the Council in consultation with the staff and will be shared amongst staff on the basis of a minimum of 1 shift per week and a maximum of 4 shifts per week.

Employees shall not normally work more than 48 hours, including breaks, in a week.

8. LEAVE

Full time staff will accrue leave at the following rates:

A Annual Leave equivalent to 152 hours per annum

B Sick Leave equivalent to 60.8 hours per annum

Part time staff will accrue leave on a pro rata basis based on the above maximum accruals.

Leave taken will be debited as per the roster in place.

9. OVERTIME

Work periods, normally one week, will be defined by rosters negotiated with the employees by the Council. Any hours worked in excess of 12 hours in one day or 48 hours in one week period shall be paid as overtime at the rates provided in the Local Government Employees' Award.

10. **LONG SERVICE LEAVE**

Long Service Leave shall accrue in accordance with Council's Enterprise Agreement.

11. **STATUTORY HOLIDAYS**

All work on statutory holidays shall be paid at time and a half or time in lieu as mutually agreed.

12. **OTHER CONDITIONS**

All other conditions of employment shall be as specified in the Local Government Employees' Award (State) as amended from time to time by Council's Enterprise Agreements.

SCHEDULE 5(f) – LANDFILL OPERATORS GUIDE

1. Primary Goals

1. Provide a safe disposal area.
2. Achieve maximum possible compaction to the satisfaction of the Manager Pine Waste.
3. Separate domestic and commercial waste transporters wherever possible.
4. Provide a quick turn around and good service.
5. Minimise wind blown litter.
6. Provide flexibility to cater for varying demands.
7. Provide sufficient room for efficient compaction of waste.
8. Minimise the use of cover material.
9. Minimise the use of wet weather cover.
10. Minimise mud and dust.

2. Working Hours

1. Be on site to commence work at the time nominated by the Manager Pine Waste. This time may be from 6.30 a.m. any day, including Saturdays, Sundays and public holidays.
Note: Council landfills are open 365 days per year, 7.00am to 6.00pm, including Saturdays, Sundays and public holidays.
2. At the end of each day, prior to locking the gate, the site shall be checked to ensure that there are no fires and that all people and vehicles have vacated the site.

3. Machinery

1. Grease and check machines as per daily and weekly report sheets or manufacturers guidelines.
2. Overloading or abuse of equipment will not be tolerated and could lead to dismissal.
3. Keep machines, tracks and wheels free of waste so as to prevent damage to the machine.
4. Operators shall ensure that the same route is used when moving the equipment from the shed to the tip face.
5. Operators are to maintain a log book as provided by the Manager Pine Waste.

4. Operations

1. Access roads to the tops shall be kept free of waste and mud. Internal access roads and the tip face shall be watered as required to prevent and dust nuisance.
2. A suitable disposal area shall be provided for use during inclement weather.
3. Operators shall tidy the recycling area and wash all internal roads as required by the Manager Pine Waste.
4. Keep the tipping area to a minimum by use of signs. This will enable you to manage the day's work much easier and save on cover material. A 10 metre tip face is suggested, possible 15 metres on busy days.
5. Always have a plan in place for the day ahead.
6. It is very important to ensure the waste is compacted to the maximum and that the tip face is kept square. This will also save on cover material and consequently save time carting and spreading the material.
7. To achieve maximum compaction, refuse has to be mixed, i.e. domestic and industrial, and spread on the working face in 600 mm thick layers, each layer should receive between three and five passes of the compactor, depending on the type of waste. Some difficult wastes (bulky items) may require some break down passes before compaction can commence. When the waste slope is tight and the machine moves freely, without sinking into the slope, the surface is ready for another layer.
Note: Optimum waste compaction is achieved with an up slope disposal operation on a 1v to 4h working face.
8. Do not run over waste in the already covered area as this only pushes the waste into the cover material and consequently makes the site look untidy.
9. Always maintain a 2.5 metre lift height.
10. Ensure, when covering side batters, that adequate cover is used to prevent waste from protruding and looking unsightly.
11. During wet weather the waste must be pushed, compacted and covered with suitable material such as NDCR.
12. The tip face must be covered each day and every day including weekends with a minimum of 20cm compacted covering material. If for any reason this can not be done, the Material Pine Waste notified immediately.
13. Cover material should be carted in the mornings and stacked on each end of the top face ready for spreading later in the day.
14. No dangerous, hazardous or toxic materials will be accepted at the landfill.
15. Lighting of fires or unauthorised scavenging at the tip is prohibited.

5. Safety

1. Operators have a duty of care to ensure the safety of all people using the site.
2. Always ensure the area use for tipping is free of any objects that may damage vehicles or cause injury to any person.
3. The tipping area must always be level and well compacted with adequate cover material to prevent the possibility of tipper trucks from tipping over.
4. Operators shall report any incidents to the Manager Pine Waste that may take place in the site, such as injuries to any person, unauthorised persons on site, fires, leachate springs, overflow, etc.

6. General

1. Tip signs are to be used and placed in positions to enable the public to see and read them clearly.
2. Do not respond to any abuse from any person or act in a manner so as to antagonise any person.
3. Operators shall not make any comments or offer information to any persons regarding Council or landfill operations. Any enquiries, particularly from the media, are to be directed to the Manager Pine Waste.
4. Operators shall not remove any item from the recycling or waste disposal sites without approval from the Manager Pine Waste.

SCHEDULE 5(g) – CLEANING EMPLOYEES SERVICE UNIT AGREEMENT

Pine Rivers District and Cleaning Employees

PART 1 Preliminary

1.1 Title

- a. This Agreement is titled the “Cleaning Employees Service Unit Agreement 2006”.

1.2 Intention

- a. This Agreement is made in accordance with Clause 2.18 of the Pine Rivers Shire Council Enterprise Agreement 2005-2008 (EB5). The aim of the Service Unit Agreement is to allow sufficient flexibility for those specific sections of the workforce so that Council can provide cost effective and competitive services.
- b. This Service Unit Agreement is not intended to supplant or in any way derogate from the minimum work condition set out in the Pine Rivers Shire Council Enterprise Agreement 2005-2008 (EB5). The parties recognise that this SUA varied the conditions of employment, however, when viewed as a whole, employees are not disadvantaged overall in terms and conditions than in which they would otherwise be covered under the terms of the Enterprise Agreement or the relevant award.
- c. Work will be organised to maximise the flexibility of the workforce, and wherever possible. Enable employees work to the limits of their skills and capabilities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained and required to carry out.

1.3 Agreement Coverage

- a. Notwithstanding any provisions to the contrary contained within the Pine Rivers Shire Council Enterprise Agreement 2005-2008 (EB5) of Queensland Local Government Employees’ Award (excluding Brisbane City Council) Award – State (the Award), this Agreement shall apply to the Pine Rivers Shire Council as employer, casual and flexible permanent part-time employees employed (Or acting from time to time) in the position of cleaner.
- b. This Agreement overrides any provisions to the contrary contained within the Local Government Employees’ Award (excluding Brisbane City Council) Award – State and the Pine Rivers Shire Council Enterprise Agreement 2005-2008 (EB5) to the extent of any inconsistency.

1.4 Date of Operation

- a. This Agreement shall take effect from the date of signing of this Agreement and shall remain in force until it expires at 30 June 2008 in accordance with clause 2.18 of the Pine Rivers Shire Council Enterprise Agreement 2005-2008 (EB5) or in accordance with Part 3 of this Agreement.

1.5 Copies of Agreement

- a. A copy of this Service Unit Agreement will be displayed in a conspicuous place where it can be easily read by employees and copies will be available on request at any time for any employee.

PART 2 Terms and Conditions of Employment

2.1 Hours of Work

- a. A casual and flexible permanent part time employee may work up to. And including, 10 ordinary hours per day.
- b. The ordinary spread of hours to be worked by all employees shall be between 6.00am and 6.00om.
- c. A casual employee will be engaged for a minimum of 2 hours per engagement.
- d. A flexible permanent part time employee will be engaged fir a minimum of 3 hours per engagement.

2.2 Multiple Engagements

- a. Employees may be required to work 2 or more separate engagements in a single day.
- b. The period of time between the commencement of the first engagement and the completion of the last engagement in any single day shall not exceed 12 hours.
- c. Where an employee is engaged on more than one occasion on any one day and the period between such engagements is 3 hours or greater, the employee is entitled to receive an allowance of \$9.70 for that day.

- d. The allowance referred to in clause 2.2(c) will be subject to review in accordance with the Pine Rivers Shire Council Enterprise Agreement 2005-2008 (EB5). Any increase arising from that review shall flow on to employees covered by this agreement.

2.3 Overtime

In this agreement, all time worked outside of the spread of hours, in excess of the ordinary hours of work, or in excess of the 12 hour period (in circumstances of multiple engagements referred to in clause 2.2 (b)), shall be paid at the rate of time and a half for the first 3 hours and double time thereafter.

PART 3 Review of Agreement

3.1 Review

- a. The terms of this Agreement, in whole or in part, may be reviewed at the request of the employer at any time
- b. Following a review, should the employer be of the view that the terms of the Agreement are not meeting the needs of the Council the Agreement may be withdrawn from by the employer by giving 4 weeks notice (in writing) of its intention to withdraw from the terms of the Agreement in total.
- c. The specific terms of the Agreement (except the complete withdrawal from the Agreement, as per (a) and (b) of this clause) can not be altered without the consent of the majority (75%) of the employees affected.

Signatures:

Mayor or PRSC, Peter Lockhart (JP), CEO, LHMU

SCHEDULE 5(h) – BUILDING DEPARTMENT PRIVATE CERTIFICATION UNIT

Building Department – Private Certification Unit

A. Justification

1. The Enterprise Agreement provides for the setting up of Service Unit Agreements “to ensure that all staff have the opportunity and flexibility necessary to be able to provide services which are viable, cost effective and competitive.”
2. Following the introduction of Private Certification, Council decided to continue to offer the service of Council Building Certification to the Pine Rivers Community, through a Private Business Unit.
3. This revised method of operating has created significant new demands on the staff of the Unit. In addition to the need to master new legislation and to keep up to date with technical developments in Building work, the staff need to demonstrate new skills in business operation including customer service, inter-personal skills, marketing and business planning.
4. The Unit has successfully maintained a significant share of the Pine rivers market, justifying the Council’s assessment that the local community would continue to demand this service from local government. In addition, the Unit has extended services into neighbouring local government areas.
5. This success in the competitive market can be attributed in large measure to the contributions of all staff in the Unit to ensure that service is provided in the most flexible way to suit the customer without compromising the professional standard, reputation and quality of inspection service provided.
6. This Agreement seeks to recognise formally the flexibilities negotiated between the staff of the Unit and the Council.

B. The following conditions shall apply:

Terms and conditions of employment shall be as provided in the Local Government Officers’ Award 1998 as amended by the Enterprise Agreement. In the event of an inconsistency between the Award and this Service Unit Agreement, the Service Unit Agreement shall prevail.

1. Unit staff shall work any of the patterns shown below from I to IV in Table (1) below as shall be negotiated with the Unit Manager on an individual bases.

Table (1)

	Hours per week	RDO Basis	Daily ordinary hours worked	Lunch Break	Loading
I	36.25	9 day Fortnight	8.0555	56 mins	Nil
II	36.25	Nil	7.25	60 mins	Nil
III	38	19 Day Month	8.00	60 mins	4.8%

IV	38	Nil	7.60	60 mins	4.8%
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2. The spread of hours shall be from 6.00am to 6.00pm, Monday to Friday, meaning that daily ordinary hours worked between those hours shall not be paid at overtime rates.
3. Lunch will normally be taken after 12 noon and before 2.00pm.
4. Where a staff member is working out of the office at their normal lunch time, they will take their break out of the office.
5. On emergent occasions where it is necessary to work up to thirty minutes in one day in excess of the daily ordinary hours in order to provide the required standard of customer service, this time shall not be subject to the usual TOIL or overtime arrangements. As per current practise, such time shall be taken by mutual agreement with the supervisor. Where, by mutual agreement with the supervisor, in excess of thirty minutes is worked the first thirty minutes shall be considered for TOIL or overtime.
6. Staff agree to attend such professional development programs as shall be provided for them to maintain and further develop their skills, provided that attendance at such programs outside normal working hours from Monday to Friday shall be deemed to be in the employee's time and the Council shall not pay the employee for such attendance. Provided that this clause shall not apply to Study Leave approved by Council under Policy HR D3.
7. Employees shall be paid under the Award as amended by the Enterprise Agreement.
8. Employees of the Unit who work a 38 hour week shall be paid a loading of 4.80% to compensate for working 38 hours a week instead of 36.25 hours.

9. Employees of the Unit who have an Advanced Diploma or equivalent qualification and/or experience and who participate in option III or IV in Table (1) above shall have a loading of up to 5.20% payable at the discretion of the Unit Manager and/or the Manager Building Services in recognition of continued effort towards meeting the special demands and additional skills required for the continued successful operation of the Business Unit.
10. Loadings referred to in B(8) and B(9) shall be incorporated into the Base Pay of employees and shall thereby be included as part of salary for superannuation, annual leave etc.

Signatures

Mayor of PRSC, Anne Terrell (JP), CEO of PRSC

Australian Municipal, Administrative, Clerical and Services Union.

SCHEDULE 5(i) –REFUSE TIP LANDFILL STAFFING AGREEMENT

Pine Rivers District Refuse Tip Landfill Staffing Agreement

1. Application

This agreement between the Pine Rivers Shire Council (The Council) and the Australian Workers Union of Employees (The Union) provides for the employment of staff at Council refuse tips at James Drysdale reserve and Dakabin. Council top sites open 365 days a year.

2. Job Duties

The Job Duties of Landfill Operators shall be as set out in the Job Description attached. Duties may be varied by the Council from time to time but the classification of the position shall not be changed without advising the Union.

3. Preference

Preference of employment shall be given to financial members of those unions names in the Local Government Employees' Award (State) in accordance with the terms of that Award.

4. Rate of Pay

The Base Hourly Rate for Landfill Operators shall be calculated by taking the weekly rate for a Local Government Employee Level 5 under the Local Government Employees' Award as amended from time to time by Council's Enterprise agreements divided by 33. NO EXTRA IS PAID FOR WORK ROSTERED ON A WEEK-END.

5. Allowances

Employees will be entitled to the Refuse Allowance, currently \$1.39 per hour and the Industrial Allowance currently \$16.48 per week provided under the Local Government Employees Award.

6. Superannuation

Superannuation contributions made by Council and payments made by the employees by way of deduction from wages shall be calculated on the Base Rate of pay as defined in (4) above.

7. Hours of Duty

Staff will be required to work 8.44 hours per day, including a 20 minute morning or afternoon break. Staff will have an unpaid lunch break of one hour to be taken between 12.00 noon and 2.00pm. The span of hours will be from 6.30am to 6.30pm and staff will be rostered for work within that span of hours.

8. Rosters

Example:

Person A, B and C work from 6.30am to 3.56pm – lunch 12.00pm – 1.00pm

Person D, E and F work from 9.00am to 6.26pm – lunch 1.00pm – 2.00pm

	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
DAK	A	A	A	A	A	C	C	A	A	A	A	C	C	
	D	D	D	D	D	E	E	D	D	D	D	E	E	E
DRY	C	C	B	B	B	B	B	C	C	C	B	B	B	B
	E	E	F	F	F	F	F	-	E	E	F	F	F	F

Rosters may be amended from time to time in consultation with the employees in response to Council requirements, seasonal changes etc.

9. Leave

a. Annual Leave will be 18 days. Leave accrues on a *pro rata* basis and five days leave may be taken after three months' service.

b. Sick Leave

Absence for a full day because of illness will mean 8.44 hours being deducted and paid from Sick Leave accrued, based on the normal working day adjusted for breaks.

Sick leave shall accrue at the rate of 6.72 hours for every month worked.

10. Overtime

Work periods of a fortnight will be defined by rosters (see (8) above). Any time worked in excess of 8.44 hours in one day or 76 hours in one work period shall be paid as overtime at the rates provided in the Local Government Employees' Award.

11. Long Service Leave

Long service leave shall accrue in accordance with Council's Enterprise Agreement which currently allows that thirteen (13) weeks leave shall accrue on completion of ten (10) years' service.

12. Statutory Holidays

All working on statutory holidays shall be paid at double time and a half.

13. Other Conditions

All other conditions of employment shall be as specified in the Local Government Employees' Award (Stat) as amended from time to time by Council's Enterprise Agreements.

Signatures

The Mayor, CEO, AWU

SCHEDULE 5(j) – WEIGHBRIDGE STAFFING AGREEMENT [Pine District]

Application

This agreement between Moreton Bay Regional Council (The Council) and the Australian Workers Union of Employees (The Union) provides for the employment of the staff at Council Weighbridges (Pine District). Council tip sites are open 365 days a year.

Job Duties

The job duties of Weighbridge Attendants shall be as set out in the Job Description. Duties may be varied by the Council from time to time but the classification of the position shall not be changed without advising the union.

Part Time Employees

Weighbridge Attendants shall be employed as Permanent Part Time staff within the classification of the positions shall not be changed without advising the Union

Preference

Preference of employment shall be given to financial members to those unions named in the Local Government Employee's Award (State) in accordance with the terms of the award.

Rate of Pay

The Base Hourly Rate for Weighbridge Attendants shall be calculated by taking the weekly rate for a Local Government Employees Level 4 under the Local Government Employees Award as amended from time to time by Councils Enterprise Agreements divided by 32. No extra is paid for work rostered on a weekend.

Superannuation

Superannuation contributions made by Council and payments made by the employees by way of deduction from wages shall be calculated on the Base Rate of pay as defined in (5) above.

Hours of Duty

Staff will be required to work 11.5 hours per day, including 10 minute morning and afternoon breaks and a lunch break of ½ hour to be take between 11.30 am and 2.30 pm. The span of hours will be from 6.45 am to 6.15 pm.

Rosters

Rosters will be determined by the Council in consultation with the staff. The following rosters are indicative of the arrangements Council will seek to put in place.

Day	M	T	W	T	F	S	S	M	T	W	T	F	S	S
	A	A	A					a	a	a		A	A	A
				B				B			b			
					C	C	C		C	C	C	c	c	c

A – Permanent Part Time

B – Part Time Relief

C – Permanent Part Time

a – alternate

b – alternate

c – alternate

Employees shall not normally work more than 34.5 hours, including breaks, in a week.

Number of Staff

Council intends to staff each weighbridge with three staff, one of whom will work part time as Part-Time Relief Attendant and who will provide cover in the event of the sickness or absence or leave of the other Permanent Part-Time Attendant.

Leave

- Annual Leave for Permanent staff will be 15 days, equivalent to 159.9 hours based 'pro-rata' on the entitlement under the Award.
- Sick Leave – Absence for a full day because of illness will mean 10.66 hours being deducted and paid from Sick Leave accrued based, on the normal working day adjusted for breaks.
Sick leave shall accrue at the rate of 7.6 hours for every 228 hours worked.
- The Part-Time Relief Attendant will accrue Sick Leave and Annual Leave on a 'pro-rata' basis.

Overtime

Work periods, normally one week, will be defined by rosters negotiated with the employees by the Council. Any time worked in excess of 11.5 hours in one day or 34.5 hours in one work period shall be paid as overtime at the rates provided in the Local Government Employees Award.

Long Service Leave

Long service leave shall accrue in accordance with Council's Enterprise Agreement which currently allows that 415.75 hours (equivalent to thirteen (13) weeks service) shall accrue on completion of ten (10) years' service.

Statutory Holidays

All working on statutory holidays shall be paid at double time and a half.

Other Conditions

All other conditions of employment shall be as specified in the Local Government Employees' Award (State) as amended from time to time by Council's Enterprise Agreements.

Signatures

The Mayor, CEO, AWU

SIGNATORIES

Signed for and on behalf of:

Signed for and on behalf of **MORETON BAY REGIONAL COUNCIL** Daryl Hitzman
In the presence of Julie Capstaff

Signed for and on behalf of The Association of Professional Engineers,
Scientists and Managers, Australia, Queensland Branch, Union of Employees John Yates
In the presence of: Christina Vickers

Signed for and on behalf of the Automotive, Metals, Engineering,
Printing and Kindred Industries Industrial Union of Employees, Queensland A. Dettmer
In the presence of: Elizabeth Barlow

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland D. Ludwig
In the presence of: Elaine Martin

Signed for and on behalf of the Federated Engine Drivers' and Firemen's
Association of Queensland, Union of Employees Michael Ravbar
In the presence of: Lisa Noyes

Signed for and on behalf of The Construction, Forestry, Mining and Energy,
Industrial Union of Employees, Queensland Michael Ravbar
In the presence of: Lisa Noyes

Signed for and on behalf of The Electrical Trades Union of Employees Queensland Richard Williams
In the presence of: K. Inglis

Signed for and on behalf of Liquor Hospitality and Miscellaneous Union,
Queensland Branch, Union of Employees Gary Bullock
In the presence of: Kristine Zbruk

Signed for and on behalf of the Queensland Services, Industrial Union of Employees David Smith
In the presence of: Kane Ryalls

Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland,
Union of Employees Bradley O'Connell
In the presence of: Kerrie MacMillan

Signed for and on behalf of the Queensland Nurses' Union of Employees Gay Hawksworth
In the presence of: Maria Rubery

Signed for and on behalf of the Transport Workers' Union of Employees
(Queensland Branch) Hughie Williams
In the presence of: Karen Bow