QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Moreton Bay Regional Council Enterprise Bargaining Agreement (EBA2)

Matter No. CA/2011/26

Commissioner Brown 18 August 2011

CERTIFICATE

This matter coming on for hearing before the Commission on 12 and 18 August 2011 the Commission certifies the following written agreement:

Moreton Bay Regional Council Enterprise Bargaining Agreement (EBA2) – CA/2011/26 [as amended].

Made between:

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees Moreton Bay Regional Council

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

Queensland Nurses' 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

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

United Voice, Industrial Union of Employees, Queensland

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

Queensland Services, Industrial Union of Employees

The agreement was certified by the Commission on 18 August 2011 and shall operate from 18 August 2011 until its nominal expiry on 30 June 2014.

This agreement cancels Moreton Bay Regional Council Enterprise Bargaining Agreement (EBA1) (CA/2009/21).

By the Commission.

Commissioner Brown

MORETON BAY REGIONAL COUNCIL - CERTIFIED AGREEMENT 2011

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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 (EBA2)'.

1.2 Date of Operation

EBA2 shall take effect from the date of certification.

The nominal expiry date for EBA2 is 30 June 2014.

The parties agree that discussions to review and renegotiate EBA3 shall commence six (6) months prior to the expiration of EBA2 and every endeavour shall be made to complete negotiations for a replacement Agreement by the expiry of EBA2.

EBA2 will continue to operate until a new Agreement is finalised.

1.3 Objective of EBA2

The objective of EBA2 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 EBA2 are Moreton Bay Regional Council (the Council), its employees and the following Unions that represent the employees working at the Council:

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

- b. Automotive Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland.
- c. The Australian Workers' Union of Employees, Queensland (AWU).
- d. Federated Engine Drivers' and Firemen's' Association of Queensland Union of Employees.
- e. United Voice, Industrial Union of Employees, Queensland (formerly LHMU).
- f. Plumbers and Gasfitters Employees' Union Queensland, Union of Employees.
- g. Queensland Nurses' Union of Employees (QNU).
- h. The Construction, Forestry, Mining and Energy, Industrial Union of Employees (CFMEU), Queensland.
- i. The Electrical Trades Union of Employees Queensland (ETU).
- j. Queensland Services, Industrial Union of Employees (QSU).
- k. Transport Workers' Union of Australia, Union of Employees -Queensland Branch (TWU).

1.5 Parties to EBA2

The parties to EBA2 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 EBA2.

1.6 Application

EBA2 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.

EBA2 does not apply to any employee who is appointed to the position of Chief Executive Officer (CEO), Director or Manager. The CEO, Directors and Managers will be offered a common law contract in line with the criteria within Clause 6 of the Queensland Local Government Officers Award 1998 ["Substitute State Award" given statutory effect by s768A of the Industrial Relations Act 1999] that will not on balance result in a reduction in the overall terms and conditions of the Award and EBA2.

1.7 Copy of EBA2

EBA2 shall be displayed in the workplace both electronically and in hardcopy with convenient access for all employees.

1.8 Relationship to Parent Awards

EBA2 shall be read and interpreted wholly in conjunction with the Awards specified below. Provided that where there is any intended inconsistency between EBA2 and the Awards (at the date of certification), the provisions of EBA2 shall prevail.

However, if the awards are varied following certification of EBA2, during the life of EBA2, 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:

- a. Award for Accommodation and Care Services Employees for Aged Persons South-Eastern Division 2004.
- b. Building Trades Public Sector Award State 2002.
- c. Children's Services Award State 2006.
- d. Disability Support Workers Award State 2003.
- e. Engineering Award State 2002.
- f. Family Leave Award 2003.
- g. Health and Fitness Centres, Swim Schools and Indoor Sports Award State 2005.
- h. Local Government Employees' (excluding Brisbane City Council) Award State 2003.
- i. Queensland Local Government Officers Award 1998 ["Substitute State Award" given statutory effect by s768A of the Industrial Relations Act 1999].

1.9 Definitions

The following terms used throughout EBA2 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 Queensland Local Government Officers Award 1998 ["Substitute State Award" given statutory effect by s768A of the Industrial Relations Act 1999].

"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 or workshops and include construction, maintenance, operations, surveying or supervisors who supervise other Operational employees. These employees include all employees not employed under the Queensland Local Government Officers Award 1998 ["Substitute State Award" given statutory effect by s768A of the Industrial Relations Act 1999] 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 Manager as reflected within the Organisational Structure of Council.

"Work Unit Level"

Means a group of employees or gang of employees working in one (1) 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 Queensland Local Government Officers Award 1998 ["Substitute State Award" given statutory effect by s768A of the Industrial Relations Act 1999] 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 EBA2.

"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 EBA2 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 and procedures incorporate the following principles:

- a. Fair practices in the workplace.
- b. Management decisions being made without bias.
- c. Recognition of and respect for the social and cultural backgrounds of all staff and customers.
- d. Improving productivity by ensuring that:
 - i. The best person is recruited and/or promoted.
 - ii. Skilled employees are retained.
 - iii. Training and development are linked to customer need and employee development.
 - iv. The workplace is efficient and free of harassment and discrimination.
- e. 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.
- f. Striving to ensure fair outcomes in all areas of employment including:
 - i. Recruitment.
 - ii. Training and development.
 - iii. Promotion.
 - iv. Transfer.
 - v. Supervision and management of employees.
 - vi. Access to information.
 - vii. Conditions of employment.

1.11 Ongoing Role of the Moreton Employment Group (MEG)

The membership of the MEG shall consist of management and unions. Membership will be reviewed on an annual basis and 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 EBA2 to attend the MEG meetings for the duration of EBA2.

Meetings are to be held on a quarterly basis after 1 July 2011.

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 biannual 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 (1) 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 2.1.2 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.

2.2 More Than One Engagement

This clause shall only apply where the employee makes application and is successful in that application to perform two (2) or more distinct roles.

Employees may be engaged in more than one (1) 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 (1) 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.
- 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. A Rehabilitation Advisor 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 Advisor 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 10 consecutive days; or
- Requested to be involved by the ill employee.

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

- Request the employee's consent for the Rehabilitation Advisor 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 (6) months of the decision to start the program, having regard to:

- a. 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.
- b. 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 their union where appropriate.

2.3.3 Medical Assessment

Where the Manager Human Resources (in consultation with the relevant manager and the relevant accredited Workplace Health and Safety Officer and/or Rehabilitation Advisor) believes, on reasonable grounds, than 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 EBA2 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 Manager Human Resources (in consultation with the relevant manager and the relevant accredited Workplace Health and Safety Officer and/or Rehabilitation Advisor) believes there is an inherent risk in the employee continuing in their substantive position then they may:

- a. 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.
- b. Issue a lawful direction to the employee not to attend work (on full pay) and require the employee to undergo a medical assessment where a suitable position is not available.

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 4.

2.5 Grievance and 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.

- a. Initial discussions shall be held between the employee concerned and the employee's immediate supervisor (within 24 hours or one (1) working day of the matter arising).
- b. 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 (2) working days of the matter being escalated.
- c. 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 (2) working days of the matter being escalated.
- d. 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 (5) working days of the matter being escalated.
- e. 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 an employee 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 EBA2 are set out in Schedule 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 EBA2. Implementation of a Competency Based Classification Structure will only occur by mutual agreement of all the parties.

3.3 Salary Increases

EBA2 provides for the following increases over the period of EBA2. The resultant rates of pay are set out in Schedule 1.

3% pa or \$40 per week (whichever is the greater) from 1 July 2011.

3% pa or \$40 per week (whichever is the greater) from 1 July 2012.

3% pa or \$40 per week (whichever is the greater) from 1 July 2013.

3.4 Occupational Superannuation

Employees shall be paid occupational superannuation in accordance with the Local Government Superannuation Trust Deed and Chapter 7, Part 2 of the Local Government Act 2009.

3.5 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:

- a. Comply with relevant legislation.
- b. Result in no additional cost to the Council.

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

3.6 On-Call Arrangements

The On-Call arrangements for Council employees apply to all existing and new employees who are regularly required to be on-call and are rostered on an 'on-call roster'. The On-Call allowance is outlined in Schedule 2.

3.7 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

A Nine (9) Day Fortnight arrangement as described in Schedule 3 forms part of EBA2.

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 Schedule 3.

Those employees who have been excluded from the Nine (9) Day Fortnight arrangement, will work standard full-time hours over 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.

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.

5.1.3 Purchasing of Additional Leave

Employees may, with the approval of the Chief Executive Officer, purchase additional periods of annual leave (up to a maximum of two (2) 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 the employee's 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 closedown. Employees may, at their discretion, elect to take one (1) or more of the following forms of paid leave for the duration of the closedown:

- a. Annual leave.
- b. Rostered days off.

Employees 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 debt, the annual leave owing will be deducted from the employee's final pay.

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

5.1.6 Christmas Bank

Employees engaged on either a part-time or on a ten day fortnight arrangement have the opportunity to request the establishment of a Christmas Bank for the designated Christmas closure period (ie. between Christmas Day and New Years Day). Where approved, employees can accrue time, that may otherwise be paid as overtime, for the Christmas closure period. Any time worked will be accrued at ordinary rates, ie. time for time. The maximum allowable accrual for each calendar year is the number of hours required for use over the Christmas closure period for that calendar year. Time accrued as above may only be accessed for the purpose of the Christmas closure.

Should an employee who has accrued time in accordance with this clause cease working for Council, for any reason, prior to utilising such time during the Christmas closure period, such accrued time shall be paid to the employee at their ordinary rate of pay.

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 (ie. 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 (9) day fortnight, have Personal/Sick leave deducted using the nine (9) day fortnight formula (ie. 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 three (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, (ie. 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 on Termination

Employees who commenced employment with Moreton Bay Regional Council on or after 5 January 2009 have no entitlement to be paid a sum representing a percentage of the employee's accumulated sick leave on termination.

Employees who, at the date this agreement is certified, have not elected to receive a pay out of accumulated sick leave under section 5.2.4 of EBA1 retain any entitlement to be paid a sum representing a percentage of the employee's accumulated sick leave on termination that the employee may have had under a certified industrial agreement applying to one (1) of the former Councils, (ie. employees covered by 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 scheme created under section 5.2.4 of EBA1 is terminated on the date this agreement is certified.

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 two (2) days paid leave in the case of the death of an immediate family member:

- a. A spouse of the employee (including a former spouse, de facto or former de facto spouse).
- b. Long-term partner.
- c. A child (including an adult child, adopted child, foster child, step child and ex nuptial child), of the employee or the employee's spouse.
- d. Parent of the employee or the employee's spouse.
- e. Grandparent of the employee or the employee's spouse.
- f. Grandchild of the employee or employee's spouse.
- g. 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 two (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 10 years continuous service and pro-rata at the same rate of accumulation for any service beyond 10 years.

An employee who without the benefit of EBA2 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 seven (7) years continuous 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:

- a. 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 12 weeks leave and paid at 50% of the full-time rate for the period of the leave).
- b. 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).
- c. 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 (four) 4 weeks.
- d. 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 ["Substitute State Award" given statutory effect by s768A of the Industrial Relations Act 1999] irrespective of whether they would otherwise be covered by that award. Schedule 5 details the 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 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 all employees (other than casual 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: MICELLANEOUS PROVISIONS

6.1 Trade Union Training Leave

Five (5) working days 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 (1) 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 EBA2 no extra claims for employment related matters will be made except in the context of Local Area Workplace Agreements as provided for in EBA2.

6.4 Local Area Workplace Agreements (LAWA's)

The parties recognise the need for "across the board" arrangements as outlined in EBA2, together with supporting Local Agreements which address issues of concern for specific sections of the workforce.

Accordingly, it is intended that EBA2 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 EBA2. 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 EBA2 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 a 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 Executive Team will be invited to participate in the discussions.
- f. Where local initiatives seek to alter Award or EBA2, the LAWA will specify the clauses of the relevant Award and/or EBA2 to be overridden as a consequence of the operation of the LAWA.
- g. The terms of any final LAWA will be incorporated into EBA2 by making an application for variation to EBA2 to the Queensland Industrial Relations Commission in accordance with the Industrial Relations Act 1999 (Qld).
- h. All LAWA's will form part of EBA2. Refer to the Schedule 6 at the back of EBA2.

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 a LAWA will be managed in accordance with the agreed procedures and the time lines under grievance and dispute clause of EBA2.

During the life of EBA2, 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 6 of EBA2.

The Parties agree that the following LAWA's not listed in Schedule 6, from Moreton Bay Regional Council EBA1 will cease to have effect on the day of certification of EBA2.

- a. Moreton Bay Water On Call Local Area Workplace Agreement.
- b. Community Development After House Agreement.
- c. Events Section After Hours Agreement.
- d. Landfill Operators Guide.
- e. Building Department Private Certification Unit.
- f. Refuse Tip Landfill Staffing Agreement.
- g. Morayfield Parks Sports Centre Local Area Agreement.

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 EBA2. 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.

While it is acknowledged that positions may be made redundant as a result of organisational change, this will be managed through natural attrition, voluntary redundancy, redeployment and then retrenchment only as a last resort.

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 result of an organisational review of how services will be delivered, the employee will be entitled to a travel expense allowance if the distance from the employee's home to the changed place of work is greater than five (5) kilometres more than the distance from the employee's 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 12 months from the date of the usual place of work being changed.

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

- a. 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.
- b. 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 greater than five (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 employee's 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 employee's place of work occurring post 14 March 2014.

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 EBA2, 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

Council will continue to provide first aid training to any permanent staff member who volunteers for this training. This commitment ensures the maximum number of staff at any one (1) time at any one (1) location have this training and provide for a safer and healthier workplace.

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.

<u>Union Industrial Officers, Union Delegates & Employee Representatives</u>

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 email 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 approval shall not be unreasonably withheld. When approved by the Chief Executive Officer, Council's email system may be used.

Information that is more specific and generally intended only for union members does not need approval by the Chief Executive Officer before dissemination. Such information may be put by delegates on notice boards, including the electronic bulletin board. Council's email 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 (Qld).

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

PART 7: SCHEDULES

SCHEDULE 1: WAGES

SCHEDULE 2: ON-CALL ARRANGEMENTS

SCHEDULE 3: NINE (9) DAY FORTNIGHT

SCHEDULE 4: MANAGING ORGANISATIONAL CHANGE

SCHEDULE 5: PARENTAL LEAVE ENTITLEMENT

SCHEDULE 6: LOCAL AREA WORKPLACE AGREEMENTS

SCHEDULE 6A: WEIGHBRIDGE STAFFING AGREEMENT [Caboolture District]

SCHEDULE 6B: CLEANING EMPLOYEES SERVICE UNIT AGREEMENT

SCHEDULE 6C: WEIGHBRIDGE STAFFING AGREEMENT [Pine District]

SCHEDULE 6D: WASTE MANAGEMENT FACILITIES OPERATORS AGREEMENT

SCHEDULE 1: WAGES

Local Government Officers Award - 36.25 Hours per week

			First Ir	ncrement 01/	07/2011					Second	Increment 01	/07/2012					Third In	ncrement 01/	07/2013		
		or dollar incr chever is the		% Inc to apply	3.00	\$ Inc to apply	40.00		or dollar incr chever is the		% Inc to apply	3.00	\$ Inc to apply	40.00		or dollar incre		% Inc to apply	3.00	\$ Inc to apply	40.00
Level	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 25%	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 25%	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 25%
1.1	45,562	613	5,467	51,643	876.19	24.17	30.21	47,642	641	5,717	54,000	916.19	25.27	31.59	49,722	669	5,967	56,358	956.19	26.38	32.97
1.2	46,237	622	5,548	52,408	889.17	24.53	30.66	48,317	650	5,798	54,765	929.17	25.63	32.04	50,397	678	6,048	57,123	969.17	26.74	33.42
1.3	47,062	634	5,647	53,343	905.04	24.97	31.21	49,142	662	5,897	55,701	945.04	26.07	32.59	51,222	690	6,147	58,058	985.04	27.17	33.97
1.4	48,101	648	5,772	54,521	925.02	25.52	31.90	50,181	676	6,022	56,878	965.02	26.62	33.28	52,261	704	6,271	59,236	1,005.02	27.72	34.66
1.5	49,275	663	5,913	55,851	947.60	26.14	32.68	51,355	691	6,163	58,209	987.60	27.24	34.06	53,435	719	6,412	60,567	1,027.60	28.35	35.43
1.6	50,311	677	6,037	57,026	967.52	26.69	33.36	52,391	705	6,287	59,383	1,007.52	27.79	34.74	54,471	733	6,537	61,741	1,047.52	28.90	36.12
2.1	51,407	692	6,169	58,268	988.60	27.27	34.09	53,487	720	6,418	60,625	1,028.60	28.38	35.47	55,567	748	6,668	62,983	1,068.60	29.48	36.85
2.2	52,492	707	6,299	59,498	1,009.46	27.85	34.81	54,572	735	6,549	61,855	1,049.46	28.95	36.19	56,652	763	6,798	64,213	1,089.46	30.05	37.57
2.3	53,624	722	6,435	60,781	1,031.23	28.45	35.56	55,704	750	6,684	63,138	1,071.23	29.55	36.94	57,784	778	6,934	65,496	1,111.23	30.65	38.32
2.4	54,978	740	6,597	62,315	1,057.27	29.17	36.46	57,058	768	6,847	64,673	1,097.27	30.27	37.84	59,138	796	7,097	67,031	1,137.27	31.37	39.22
3.1	56,356	759	6,763	63,877	1,083.77	29.90	37.37	58,436	787	7,012	66,235	1,123.77	31.00	38.75	60,516	815	7,262	68,593	1,163.77	32.10	40.13
3.2	57,730	777	6,928	65,435	1,110.19	30.63	38.28	59,810	805	7,177	67,792	1,150.19	31.73	39.66	61,890	833	7,427	70,150	1,190.19	32.83	41.04
3.3	59,109	796	7,093	66,998	1,136.71	31.36	39.20	61,189	824	7,343	69,355	1,176.71	32.46	40.58	63,269	852	7,592	71,713	1,216.71	33.56	41.96
3.4	60,488	814	7,259	68,561	1,163.23	32.09	40.11	62,568	842	7,508	70,918	1,203.23	33.19	41.49	64,648	870	7,758	73,276	1,243.23	34.30	42.87
4.1	61,870	833	7,424	70,127	1,189.81	32.82	41.03	63,950	861	7,674	72,485	1,229.81	33.93	42.41	66,030	889	7,924	74,842	1,269.81	35.03	43.79
4.2	63,277	852	7,593	71,722	1,216.87	33.57	41.96	65,357	880	7,843	74,080	1,256.87	34.67	43.34	67,437	908	8,092	76,437	1,296.87	35.78	44.72
4.3	64,715	871	7,766	73,352	1,244.52	34.33	42.91	66,795	899	8,015	75,710	1,284.52	35.44	44.29	68,875	927	8,265	78,067	1,324.52	36.54	45.67
	66,175	891	7,941	75,007 76,666	1,272.60	35.11 35.88	43.88 44.85	68,255	919 939	8,191	77,364 79.024	1,312.60 1.340.75	36.21 36.99	45.26 46.23	70,335 71.811	947	8,440	79,722	1,352.60	37.31	46.64 47.62
5.1 5.2	67,639 69,099	911 930	8,117 8,292	76,666	1,300.75 1.328.83	35.88	44.85 45.82	69,719 71,179	939 958	8,366 8,541	79,024 80.679	1,340.75	36.99	46.23	71,811	967 987	8,617 8,798	81,395 83.099	1,380.97 1.409.89	38.10 38.89	47.62
5.2	70.558	950	8,292	79,975	1,328.83	37.43	45.82	71,179	958	8,721	82,374	1,368.83	38.55	48.19	74.855	1.008	8,798	84.845	1,409.89	39.71	48.62
6.1	70,558	983	8,765	82,788	1,356.88	38.75	48.44	75,232	1.013	9.028	85,272	1,397.59	39.91	49.89	77,489	1,008	9,299	87.830	1,439.52	41.11	51.38
6.2	75,546	1.017	9,066	85,629	1,452.82	40.08	50.10	77,813	1,013	9,338	88,198	1,446.76	41.28	51.60	80.147	1,043	9,618	90.844	1,541.29	42.52	53.15
6.3	78.054	1,017	9,367	88,472	1,501.05	41.41	51.76	80.396	1,047	9,648	91.126	1,546.08	42.65	53.31	82.808	1,115	9,937	93.860	1,541.29	43.93	54.91
7.1	80.561	1,084	9,667	91,313	1,549.26	42.74	53.42	82,978	1,117	9,957	94.053	1,595.74	44.02	55.03	85.468	1,113	10,256	96.874	1,643.61	45.34	56.68
7.1	83.073	1,118	9,969	94,160	1,597.55	44.07	55.09	85.565	1,117	10.268	96.984	1,645,48	45.39	56.74	88.132	1,186	10,236	99.894	1,694.84	46.75	58.44
7.3	85.580	1,152	10.270	97.001	1.645.76	45.40	56.75	88.147	1,187	10,578	99.911	1.695.13	46.76	58.45	90,791	1,222	10,895	102.909	1,745,99	48.17	60.21
8.1	88.589	1,193	10,631	100,413	1,703.64	47.00	58.75	91,247	1,228	10,950	103,425	1.754.75	48.41	60.51	93,984	1,265	11,278	106.528	1.807.39	49.86	62.32
8.2	91,601	1,233	10,992	103,826	1,761.56	48.59	60.74	94,349	1,270	11,322	106,941	1,814.40	50.05	62.57	97.179	1,308	11,662	110,149	1,868.84	51.55	64.44
8.3	94,606	1,274	11,353	107.232	1.819.34	50.19	62.74	97.444	1,312	11.693	110,449	1.873.92	51.69	64.62	100.367	1.351	12.044	113,762	1,930,13	53.25	66.56
8.4	97,429	1,312	11,691	110,432	1,873.63	51.69	64.61	100,352	1,351	12,042	113,745	1,929.84	53.24	66.55	103,362	1,391	12,403	117,157	1,987.73	54.83	68.54
8.5	100.255	1,350	12.031	113,635	1.927.98	53.19	66.48	103,263	1,390	12,392	117.044	1.985.82	54.78	68.48	106,361	1,432	12.763	120,556	2.045.40	56.42	70.53
Fed U17 55% 1.1	25.059	337	3.007	28,404	481.91	13.29	16.62	26,203	353	3,144	29.700	503.91	13.90	17.38	27.347	368	3,282	30.997	525.91	14.51	18.13
Fed U18 60% 1.1	27,337	368	3,280	30,986	525.72	14.50	18.13	28,585	385	3,430	32,400	549.72	15.16	18.96	29,833	402	3,580	33,815	573.72	15.83	19.78
Fed U19 70% 1.1	31,893	429	3.827	36,150	613.33	16.92	21.15	33,349	449	4.002	37.800	641.33	17.69	22.11	34,805	469	4,177	39.451	669.33	18.46	23.08
Fed U20 80% 1.1	36,450	491	4,374	41,314	700.95	19.34	24.17	38,114	513	4,574	43,200	732.95	20.22	25.27	39,778	535	4,773	45,086	764.95	21.10	26.38
Fed U21 90% 1.1	41,006	552	4,921	46,478	788.57	21.75	27.19	42,878	577	5,145	48,600	824.57	22.75	28.43	44,750	602	5,370	50,722	860.57	23.74	29.67

* Note: Total is the sum of the Base Annual, Leave Loading and Super. The Weekly, Hourly and Casual rates are calculated on the Base Annual Amount

Local Government Officers Award - 38 Hours per week

			First Ir	ncrement 01/0	7/2011					Second	Increment 01	/07/2012					Third I	ncrement 01/	07/2013		
		or dollar incr		% Inc to apply	3.00	\$ Inc to apply	40.00		or dollar inco		% Inc to	3.00	\$ Inc to apply	40.00		or dollar incr		% Inc to apply	3.00	\$ Inc to apply	40.00
Level	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 25%	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 25%	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 25%
1.1	45,562	613	5,467	51,643	876.19	23.06	28.82	47,642	641	5,717	54,000	916.19	24.11	30.14	49,722	669	5,967	56,358	956.19	25.16	31.45
1.2	46,237	622	5,548	52,408	889.17	23.40	29.25	48,317	650	5,798	54,765	929.17	24.45	30.56	50,397	678	6,048	57,123	969.17	25.50	31.88
1.3	47,062	634	5,647	53,343	905.04	23.82	29.77	49,142	662	5,897	55,701	945.04	24.87	31.09	51,222	690	6,147	58,058	985.04	25.92	32.40
1.4	48,101	648	5,772	54,521	925.02	24.34	30.43	50,181	676	6,022	56,878	965.02	25.40	31.74	52,261	704	6,271	59,236	1,005.02	26.45	33.06
1.5	49,275	663	5,913	55,851	947.60	24.94	31.17	51,355	691	6,163	58,209	987.60	25.99	32.49	53,435	719	6,412	60,567	1,027.60	27.04	33.80
1.6	50,311	677	6,037	57,026	967.52	25.46	31.83	52,391	705	6,287	59,383	1,007.52	26.51	33.14	54,471	733	6,537	61,741	1,047.52	27.57	34.46
2.1	51,407	692	6,169	58,268	988.60	26.02	32.52	53,487	720	6,418	60,625	1,028.60	27.07	33.84	55,567	748	6,668	62,983	1,068.60	28.12	35.15
2.2	52,492	707	6,299	59,498	1,009.46	26.56	33.21	54,572	735	6,549	61,855	1,049.46	27.62	34.52	56,652	763	6,798	64,213	1,089.46	28.67	35.84
2.3	53,624	722	6,435	60,781	1,031.23	27.14	33.92	55,704	750	6,684	63,138	1,071.23	28.19	35.24	57,784	778	6,934	65,496	1,111.23	29.24	36.55
2.4	54,978	740	6,597	62,315	1,057.27	27.82	34.78	57,058	768	6,847	64,673	1,097.27	28.88	36.09	59,138	796	7,097	67,031	1,137.27	29.93	37.41
3.1	56,356	759	6,763	63,877	1,083.77	28.52	35.65	58,436	787	7,012	66,235	1,123.77	29.57	36.97	60,516	815	7,262	68,593	1,163.77	30.63	38.28
3.2	57,730	777	6,928	65,435	1,110.19	29.22	36.52	59,810	805	7,177	67,792	1,150.19	30.27	37.84	61,890	833	7,427	70,150	1,190.19	31.32	39.15
3.3	59,109	796	7,093	66,998	1,136.71	29.91	37.39	61,189	824	7,343	69,355	1,176.71	30.97	38.71	63,269	852	7,592	71,713	1,216.71	32.02	40.02
3.4	60,488	814	7,259	68,561	1,163.23	30.61	38.26	62,568	842	7,508	70,918	1,203.23	31.66	39.58	64,648	870	7,758	73,276	1,243.23	32.72	40.90
4.1	61,870	833	7,424	70,127	1,189.81	31.31	39.14	63,950	861	7,674	72,485	1,229.81	32.36	40.45	66,030	889	7,924	74,842	1,269.81	33.42	41.77
4.2	63,277	852	7,593	71,722	1,216.87	32.02	40.03	65,357	880	7,843	74,080	1,256.87	33.08	41.34	67,437	908	8,092	76,437	1,296.87	34.13	42.66
4.3	64,715	871	7,766	73,352	1,244.52	32.75	40.94	66,795	899	8,015	75,710	1,284.52	33.80	42.25	68,875	927	8,265	78,067	1,324.52	34.86	43.57
<u>4.4</u> 5.1	66,175	891	7,941	75,007	1,272.60	33.49	41.86	68,255	919	8,191	77,364	1,312.60	34.54	43.18	70,335	947 967	8,440	79,722	1,352.60	35.59	44.49 45.43
5.1	67,639 69,099	911 930	8,117 8,292	76,666 78,321	1,300.75 1,328.83	34.23 34.97	42.79 43.71	69,719 71,179	939 958	8,366 8.541	79,024 80.679	1,340.75 1,368.83	35.28 36.02	44.10 45.03	71,811 73.314	967	8,617 8,798	81,395 83.099	1,380.97 1,409.89	36.34 37.10	45.43
5.2	70.558	950	8,467	79,975	1,326.88	35.71	44.63	71,179	978	8,721	82,374	1,397.59	36.02	45.03	74,855	1.008	8,983	84.845	1,409.69	37.10	46.36
6.1	70,556	983	8,765	82,788	1,404.62	36.96	46.20	75,232	1,013	9,028	85,272	1,397.59	38.07	47.59	77,489	1,008	9,299	87,830	1,439.52	39.21	49.02
6.2	75,546	1.017	9,066	85,629	1,452.82	38.23	47.79	77,813	1,013	9,338	88,198	1,446.76	39.38	49.22	80.147	1,043	9,299	90,844	1,541.29	40.56	50.70
6.3	78,054	1,017	9,367	88.472	1,501.05	39.50	49.38	80.396	1,047	9,648	91.126	1,546.08	40.69	50.86	82.808	1,079	9,937	93,860	1,541.29	41.91	52.38
7.1	80.561	1,031	9,667	91,313	1,549.26	40.77	50.96	82,978	1,117	9,957	94.053	1,595.74	41.99	52.49	85.468	1,113	10.256	96.874	1,643.61	43.25	54.07
7.2	83.073	1,118	9,969	94.160	1,597.55	42.04	52.55	85,565	1,152	10,268	96.984	1,645,48	43.30	54.13	88.132	1,186	10,236	99.894	1,694.84	44.60	55.75
7.3	85.580	1,152	10,270	97,001	1,645.76	43.31	54.14	88,147	1,187	10,578	99,911	1,695.13	44.61	55.76	90,791	1,222	10,895	102,909	1,745.99	45.95	57.43
8.1	88.589	1,193	10,631	100,413	1,703.64	44.83	56.04	91,247	1,228	10,950	103,425	1,754,75	46.18	57.72	93,984	1,265	11,278	106,528	1,807.39	47.56	59.45
8.2	91,601	1,233	10,992	103,826	1,761.56	46.36	57.95	94,349	1,270	11,322	106,941	1,814.40	47.75	59.68	97,179	1,308	11,662	110,149	1,868.84	49.18	61.47
8.3	94,606	1,274	11,353	107,232	1,819.34	47.88	59.85	97,444	1,312	11,693	110.449	1,873.92	49.31	61.64	100.367	1,351	12.044	113,762	1,930.13	50.79	63.49
8.4	97,429	1,312	11,691	110,432	1,873.63	49.31	61.63	100,352	1.351	12.042	113,745	1,929.84	50.79	63.48	103,362	1,391	12,403	117,157	1,987.73	52.31	65.39
8.5	100,255	1,350	12,031	113,635	1,927.98	50.74	63.42	103,263	1,390	12,392	117,044	1,985.82	52.26	65.32	106,361	1,432	12,763	120,556	2,045.40	53.83	67.28
Fed U17 55% 1.1	25,059	337	3,007	28,404	481.91	12.68	15.85	26,203	353	3,144	29,700	503.91	13.26	16.58	27,347	368	3,282	30,997	525.91	13.84	17.30
Fed U18 60% 1.1	27,337	368	3,280	30,986	525.72	13.83	17.29	28,585	385	3,430	32,400	549.72	14.47	18.08	29.833	402	3,580	33,815	573.72	15.10	18.87
Fed U19 70% 1.1	31,893	429	3,827	36,150	613.33	16.14	20.18	33,349	449	4,002	37,800	641.33	16.88	21.10	34,805	469	4,177	39,451	669.33	17.61	22.02
Fed U20 80% 1.1	36,450	491	4,374	41,314	700.95	18.45	23.06	38,114	513	4,574	43,200	732.95	19.29	24.11	39,778	535	4,773	45,086	764.95	20.13	25.16
Fed U21 90% 1.1	41,006	552	4,921	46,478	788.57	20.75	25.94	42,878	577	5,145	48,600	824.57	21.70	27.12	44,750	602	5,370	50,722	860.57	22.65	28.31

^{*} Note:

Total is the sum of the Base Annual, Leave Loading and Super. The Weekly, Hourly and Casual rates are calculated on the Base Annual Amount

Local Government Employees Award - 38.00 Hour Week

			First Inc	crement 01	/07/2011					Second I	ncrement 0	1/07/2012					Third Inc	rement 0	1/07/2013		
	Percentage of applies which			% Inc to apply	3.00	\$ Inc to apply		40.00 applies whichever is the greatest apply 3.00 apply appli Base Base						Percentage applies which			% Inc to apply	3.00	\$ Inc to apply	40.00	
Level	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%
LGEA1	44,252	596	5,310	50,158	851.00	22.39	27.55	46,332	624	5,560	52,516	891.00	23.45	28.84	48,412	652	5,809	54,873	931.00	24.50	30.14
LGEA2	44,949	605	5,394	50,948	864.40	22.75	27.98	47,029	633	5,643	53,306	904.40	23.80	29.27	49,109	661	5,893	55,663	944.40	24.85	30.57
LGEA3	45,656	615	5,479	51,749	878.00	23.11	28.42	47,736	643	5,728	54,107	918.00	24.16	29.71	49,816	671	5,978	56,465	958.00	25.21	31.01
LGEA4	46,374	624	5,565	52,563	891.81	23.47	28.87	48,454	652	5,814	54,921	931.81	24.52	30.16	50,534	680	6,064	57,278	971.81	25.57	31.46
LGEA5	46,951	632	5,634	53,217	902.90	23.76	29.23	49,031	660	5,884	55,575	942.90	24.81	30.52	51,111	688	6,133	57,932	982.90	25.87	31.82
LGEA6	48,428	652	5,811	54,891	931.31	24.51	30.14	50,508	680	6,061	57,249	971.31	25.56	31.44	52,588	708	6,311	59,606	1,011.31	26.61	32.73
LGEA7	50,024	673	6,003	56,700	962.00	25.32	31.14	52,104	701	6,252	59,058	1,002.00	26.37	32.43	54,184	729	6,502	61,415	1,042.00	27.42	33.73
LGEA8	51,540	694	6,185	58,419	991.15	26.08	32.08	53,620	722	6,434	60,776	1,031.15	27.14	33.38	55,700	750	6,684	63,134	1,071.15	28.19	34.67
LGEA9	53,079	715	6,369	60,163	1,020.75	26.86	33.04	55,159	743	6,619	62,521	1,060.75	27.91	34.33	57,239	771	6,869	64,878	1,100.75	28.97	35.63

Engineering - 38.00 Hour Week

			First Inc	crement 01	/07/2011					Second I	ncrement (1/07/2012					Third Inc	crement 01	/07/2013		
	Percentage applies which			% Inc to apply	3.00	\$ Inc to apply		Percentage or dollar increase applies whichever is the greatest			% Inc to apply	3.00	\$ Inc to apply		Percentage applies which			% Inc to apply	3.00	\$ Inc to apply	40.00
Level	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%
C 6	54,898	739	6,588	62,225	1,055.73	27.78	34.17	56,978	767	6,837	64,582	1,095.73	28.84	35.47	59,058	795	7,087	66,940	1,135.73	29.89	36.76
C 7	51,540	694	6,185	58,419	991.15	26.08	32.08	53,620	722	6,434	60,776	1,031.15	27.14	33.38	55,700	750	6,684	63,134	1,071.15	28.19	34.67
C 8	50,024	673	6,003	56,700	962.00	25.32	31.14	52,104	701	6,252	59,058	1,002.00	26.37	32.43	54,184	729	6,502	61,415	1,042.00	27.42	33.73
C 9	48,428	652	5,811	54,891	931.31	24.51	30.14	50,508	680	6,061	57,249	971.31	25.56	31.44	52,588	708	6,311	59,606	1,011.31	26.61	32.73
C 10	46,951	632	5,634	53,217	902.90	23.76	29.23	49,031 660 5,884			55,575	942.90	24.81	30.52	51,111	688	6,133	57,932	982.90	25.87	31.82
C 11	44,793	603	5,375	50,771	861.40	22.67	27.88	46,873	631	5,625	53,129	901.40	23.72	29.18	48,953	659	5,874	55,486	941.40	24.77	30.47

Building - 38 Hour Week

			First Inc	crement 01	/07/2011					Second I	ncrement 0	1/07/2012					Third Inc	crement 01	/07/2013		
	Percentage applies which			% Inc to apply	3.00	\$ Inc to apply	40.00		or dollar incre hever is the		% Inc to apply	3.00	\$ Inc to apply	I 40 00		or dollar incr chever is the		% Inc to apply	3.00	\$ Inc to apply	40.00
Level	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%	Base Leave Super Annual Loading (12%)			Total *	Base Weekly	Base Hourly	Base Casual Loading 23%	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%
BT1	46,951	632	5,634	53,217	902.90	23.76	29.23	49,031 660 5,884			55,575	942.90	24.81	30.52	51,111	688	6,133	57,932	982.90	25.87	31.82
BT2	48,764	656	5,852	55,272	937.77	24.68	30.35	50,844 684 6,101			57,630	977.77	25.73	31.65	52,924	712	6,351	59,987	1,017.77	26.78	32.94
BT3	50,024	673	6,003	56,700	962.00	25.32	31.14	52,104				1,002.00	26.37	32.43	54,184	729	6,502	61,415	1,042.00	27.42	33.73

Disability

			First Inc	rement 01	/07/2011					Second I	ncrement 0	1/07/2012					Third Inc	crement 01	/07/2013		
_	Percentage applies which	or dollar incr chever is the		% Inc to apply	3.00	\$ Inc to apply		Percentage applies which			% Inc to apply	3.00	\$ Inc to apply	40.00	Percentage applies which			% Inc to apply	3.00	\$ Inc to apply	40.00
Level	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%
L2 p1	41,990	565	5,039	47,594	807.50	21.25	26.14	44,070	593	5,288	49,952	847.50	22.30	27.43	46,150	621	5,538	52,309	887.50	23.36	28.73
L2 p2	42,656	574	5,119	48,349	820.31	21.59	26.55	44,736	602	5,368	50,707	860.31	22.64	27.85	46,816	630	5,618	53,064	900.31	23.69	29.14
L2 p3	43,196	581	5,184	48,961	830.69	21.86	26.89	45,276	609	5,433	51,319	870.69	22.91	28.18	47,356	637	5,683	53,676	910.69	23.97	29.48
L3 p1	44,216	595	5,306	50,117	850.31	22.38	27.52	46,296	623	5,556	52,475	890.31	23.43	28.82	48,376	651	5,805	54,832	930.31	24.48	30.11
L3 p2	44,928	605	5,391	50,924	864.00	22.74	27.97	47,008	633	5,641	53,282	904.00	23.79	29.26	49,088	661	5,891	55,639	944.00	24.84	30.56
L3 p3	45,656	615	5,479	51,749	878.00	23.11	28.42	47,736	643	5,728	54,107	918.00	24.16	29.71	49,816	671	5,978	56,465	958.00	25.21	31.01
L4 p1	46,389	624	5,567	52,580	892.10	23.48	28.88	48,469	652	5,816	54,938	932.10	24.53	30.17	50,549	680	6,066	57,295	972.10	25.58	31.47
L4 p2	47,117	634	5,654	53,405	906.10	23.84	29.33	49,197	662	5,904	55,763	946.10	24.90	30.62	51,277	690	6,153	58,121	986.10	25.95	31.92
L4 p3	47,850	644	5,742	54,236	920.19	24.22	29.79	49,930	672	5,992	56,594	960.19	25.27	31.08	52,010	700	6,241	58,951	1,000.19	26.32	32.37

* Note: Total is the sum of the Base Annual, Leave Loading and Super. The Weekly, Hourly and Casual rates are calculated on the Base Annual Amount

Childcare

			First Inc	crement 01	/07/2011					Second I	ncrement 0	1/07/2012					Third Inc	rement 01	/07/2013		
	Percentage applies which			% Inc to apply	3.00	\$ Inc to apply			or dollar incr chever is the		% Inc to apply	3.00	\$ Inc to apply	40.00		or dollar incr chever is the		% Inc to apply	3.00	\$ Inc to apply	40.00
Level	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%
ACSWY1	39,449	531	4,734	44,714	758.63	19.96	24.56	41,529	559	4,983	47,072	798.63	21.02	25.85	43,609	587	5,233	49,429	838.63	22.07	27.15
ACSWY2	40,177	541	4,821	45,539	772.63	20.33	25.01	42,257	569	5,071	47,897	812.63	21.39	26.30	44,337	597	5,320	50,254	852.63	22.44	27.60
ACSWY3	40,918	551	4,910	46,379	786.88	20.71	25.47	42,998	579	5,160	48,737	826.88	21.76	26.76	45,078	607	5,409	51,094	866.88	22.81	28.06
CSW1.1	42,516	572	5,102	48,190	817.62	21.52	26.46	44,596	600	5,352	50,548	857.62	22.57	27.76	46,676	628	5,601	52,905	897.62	23.62	29.05
CSW1.2	43,296	583	5,196	49,074	832.62	21.91	26.95	45,376	611	5,445	51,432	872.62	22.96	28.25	47,456	639	5,695	53,790	912.62	24.02	29.54
CSW1.3	44,076	593	5,289	49,958	847.62	22.31	27.44	46,156	621	5,539	52,316	887.62	23.36	28.73	48,236	649	5,788	54,674	927.62	24.41	30.03
GLR1.1	45,896	618	5,508	52,021	882.62	23.23	28.57	47,976	646	5,757	54,379	922.62	24.28	29.86	50,056	674	6,007	56,737	962.62	25.33	31.16
GLR1.2	46,546	627	5,586	52,758	895.12	23.56	28.97	48,626	655	5,835	55,116	935.12	24.61	30.27	50,706	683	6,085	57,473	975.12	25.66	31.56
GLR1.3	47,196	635	5,664	53,495	907.62	23.88	29.38	49,276	663	5,913	55,852	947.62	24.94	30.67	51,356	691	6,163	58,210	987.62	25.99	31.97
GLR2.1	49,276	663	5,913	55,852	947.62	24.94	30.67	51,356	691	6,163	58,210	987.62	25.99	31.97	53,436	719	6,412	60,568	1,027.62	27.04	33.26
GLR2.2	49,926	672	5,991	56,589	960.12	25.27	31.08	52,006	700	6,241	58,947	1,000.12	26.32	32.37	54,086	728	6,490	61,304	1,040.12	27.37	33.67
GLR2.3	50,585	681	6,070	57,336	972.79	25.60	31.49	52,665	709	6,320	59,694	1,012.79	26.65	32.78	54,745	737	6,569	62,051	1,052.79	27.70	34.08
GLR3.1	50,585	681	6,070	57,336	972.79	25.60	31.49	52,665	709	6,320	59,694	1,012.79	26.65	32.78	54,745	737	6,569	62,051	1,052.79	27.70	34.08
GLR3.2	50,585	681	6,070	57,336	972.79	25.60	31.49	52,665	709	6,320	59,694	1,012.79	26.65	32.78	54,745	737	6,569	62,051	1,052.79	27.70	34.08

Heath & Fitness

			First Inc	rement 01	07/2011					Second I	ncrement 0	1/07/2012					Third Inc	rement 01	/07/2013		
		or dollar incr chever is the		% Inc to apply	3.00	\$ Inc to apply		Percentage applies which			% Inc to apply	3.00	\$ Inc to apply			or dollar incr chever is the		% Inc to apply	3.00	\$ Inc to apply	40.00
Level	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%
Schedule B Lvl 1	36,213	487	4,346	41,046	696.40	18.33	22.54	38,293	515	4,595	43,404	736.40	19.38	23.84	40,373	543	4,845	45,761	776.40	20.43	25.13
Schedule B Lvl 2	36,972	498	4,437	41,906	711.00	18.71	23.01	39,052	526	4,686	44,264	751.00	19.76	24.31	41,132	554	4,936	46,622	791.00	20.82	25.60
Schedule B Lvl 3	38,427	517	4,611	43,556	738.98	19.45	23.92	40,507	545	4,861	45,913	778.98	20.50	25.21	42,587	573	5,110	48,271	818.98	21.55	26.51
Schedule B Lvl 4	39,884	537	4,786	45,207	767.00	20.18	24.83	41,964	565	5,036	47,565	807.00	21.24	26.12	44,044	593	5,285	49,922	847.00	22.29	27.42
Schedule C Lvl 1	37,081	499	4,450	42,030	713.10	18.77	23.08	39,161	527	4,699	44,387	753.10	19.82	24.38	41,241	555	4,949	46,745	793.10	20.87	25.67
Schedule C Lvl 2	37,263	502	4,472	42,236	716.60	18.86	23.20	39,343	530	4,721	44,594	756.60	19.91	24.49	41,423	558	4,971	46,951	796.60	20.96	25.78
Schedule C Lvl 3	39,478	531	4,737	44,747	759.19	19.98	24.57	41,558	559	4,987	47,104	799.19	21.03	25.87	43,638	587	5,237	49,462	839.19	22.08	27.16
Schedule D Lvl 1	36,212	487	4,345	41,045	696.38	18.33	22.54	38,292	515	4,595	43,403	736.38	19.38	23.84	40,372	543	4,845	45,760	776.38	20.43	25.13
Schedule D Lvl 2	37,081	499	4,450	42,030	713.10	18.77	23.08	39,161	527	4,699	44,387	753.10	19.82	24.38	41,241	555	4,949	46,745	793.10	20.87	25.67
Schedule D Lvl 3	38,251	515	4,590	43,356	735.60	19.36	23.81	40,331	543	4,840	45,714	775.60	20.41	25.10	42,411	571	5,089	48,071	815.60	21.46	26.40
Fitness Inst Lvl 1	36,087	486	4,330	40,903	693.98	18.26	22.46	38,167	514	4,580	43,261	733.98	19.32	23.76	40,247	542	4,830	45,618	773.98	20.37	25.05
Fitness Inst Lvl 2	36,931	497	4,432	41,860	710.21	18.69	22.99	39,011	525	4,681	44,217	750.21	19.74	24.28	41,091	553	4,931	46,575	790.21	20.80	25.58
Fitness Inst Lvl 3	38,550	519	4,626	43,695	741.35	19.51	24.00	40,630	547	4,876	46,053	781.35	20.56	25.29	42,710	575	5,125	48,410	821.35	21.61	26.59
Fitness Inst Lvl 4	40,169	541	4,820	45,530	772.48	20.33	25.00	42,249	569	5,070	47,888	812.48	21.38	26.30	44,329	597	5,319	50,245	852.48	22.43	27.59
Fitness Inst Lvl 5	41,498	559	4,980	47,036	798.04	21.00	25.83	43,578	587	5,229	49,394	838.04	22.05	27.13	45,658	615	5,479	51,752	878.04	23.11	28.42
Fitness Inst Lvl 6	42,713	575	5,126	48,414	821.40	21.62	26.59	44,793	603	5,375	50,771	861.40	22.67	27.88	46,873	631	5,625	53,129	901.40	23.72	29.18

Miscellaneous

			First Inc	crement 01	/07/2011					Second Ir	ncrement 0	1/07/2012					Third Inc	rement 01	/07/2013		
	Percentage applies which			% Inc to apply	3.00	\$ Inc to apply			Percentage or dollar increase pplies whichever is the greatest			3.00	\$ Inc to apply			or dollar incr chever is the		% Inc to apply	3.00	\$ Inc to apply	40.00
Level	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%	Base Annual	Leave Loading	Super (12%)	Total *	Base Weekly	Base Hourly	Base Casual Loading 23%
Weighbridge LAWA	49,997	673	6,000	56,670	961.48	27.87	34.28	52,239	703	6,269	59,211	1,004.60	29.12	35.82	54,482	733	6,538	61,753	1,047.73	30.37	37.35
WM Facility Officer LAWA	55,766	751	6,692	63,209	1,072.42	28.22	34.71	58,161	783	6,979	65,923	1,118.48	29.43	36.20	60,556	815	7,267	68,638	1,164.54	30.65	37.69
Respite Worker	38,401	517	4,608	43,526	738.48	18.46	22.71	40,481	545	4,858	45,884	778.48	19.46	23.94	42,561	573	5,107	48,241	818.48	20.46	25.17

* Note: Total is the sum of the Base Annual, Leave Loading and Super. The Weekly, Hourly and Casual rates are calculated on the Base Annual Amount

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'.

1. WEEKLY ALLOWANCE

a. 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 (7) day week. The weekly allowance is as follows: (rates listed below include EBA2 increases).

1 July 2011: \$193.11 1 July 2012: \$198.91 1 July 2013: \$204.88

- b. 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.
- c. 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.
- d. Rosters will be posted at a minimum of one (1) month in advance. However, where possible Council commits to developing rosters over a 12 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.
- e. Employees rostered on-call will comply with the spirit of EBA2 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.
- f. Both the on-call employee and the back up on-call employee shall receive the on-call allowance.

2. PAYMENT FOR EMERGENCY WORK FOR ALL EMPLOYEES REQUIRED TO BE ON AN ON CALL ROSTER

- a. If an on-call employee is called out after hours on a Monday to Friday inclusive, a minimum payment equivalent to 4.5 hours of ordinary pay will be made.
- b. A second or subsequent call received within three (3) hours of the first one (1) will not attract an additional minimum payment unless the employee has in the meantime finished work and returned home. Timesheets should indicate clearly if the employee has returned home between call outs.
- c. Time spent on emergency work that continues beyond three (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.
- d. An on call employee called out on a Saturday, Sunday or Statutory Public Holiday shall be entitled to a minimum engagement of six (6) hours at ordinary rates.
- e. A second or subsequent weekend or holiday call received within three (3) hours of the first one (1) will not attract a second minimum payment unless the employee has in the meantime finished work and returned home. Timesheets should indicate clearly if the employee has returned home between call outs.
- f. Time worked in excess of three (3) continuous hours on weekend or holiday call outs will be reimbursed at the rate of 200% for each hour worked.

3. PHONE ALLOWANCE

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.

4. 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.

5. TEN HOUR BREAK

Employees are entitled to a minimum of 10 hours off between finishing work on one (1) 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.

6. EMERGENCY WORK FROM HOME FOR EMPLOYEES REQUIRED TO BE ON AN ON CALL ROSTER

- a. Employees on call 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.
- b. 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 (1) hour's salary at ordinary time rates.

SCHEDULE 3: NINE (9) DAY FORTNIGHT ARRANGEMENT

The Nine (9) Day Fortnight arrangement will apply to all full-time employees whose terms of employment are governed by EBA2 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, 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 (9) 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 (9) Day Fortnight arrangement on the basis of personal requirements and/or family responsibilities.

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

1) Hours of Duty

Employees subject to the Nine (9) 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.

b. Operational Employees: 7am - 4pm.

Lunch breaks:

For 36.25 hours per week 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 (1) day. Time does not accrue in an RDO system.

For 38 hours per week 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 (1) day, where a person is employed on a casual basis to replace someone who works under EBA2, 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.

2) Days Off

- a. Employees working the hours provided in Clause One (1) above shall be entitled to one (1) rostered day off (RDO) in every fortnight without reduction in pay except as is otherwise provided for in EBA2. 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.

3) Rosters

- a. Managers shall prepare rosters in accordance with the above for each year. Such rosters are to be available to each employee four (4) 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) 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.

5) 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.

6) 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 11.
- 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.

7) 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.

8) 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 (9) Day Fortnight arrangement:
 - i. If a 36.25 hour a week employee takes full annual leave entitlement of four (4) weeks they shall be debited with 145 hours, ie. 18 working days of 8.06 hours.
 - ii. If a 36.25 hour a week employee takes one (1) week leave during the week in which an RDO is due, then 32.22 hours shall be debited, ie. four (4) working days each of 8.06 hours.
 - iii. If a 38 hour a week employee takes full annual leave entitlement of four (4) weeks they shall be debited with 152 hours, ie. 18 working days of 8.44 hours.
 - iv. If a 38 hour a week employee takes one (1) week leave during the week in which an RDO is due, then 33.77 hours shall be debited, ie. four (4) working days each of 8.44 hours.

9) 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.

10) 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.

11) 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.

SCHEDULE 4: MANAGING ORGANISATIONAL CHANGE

1 INTRODUCTION

The objective of this Schedule is to specify best practice strategies for managing employee issues arising from organisational change. These strategies reflect the Council's preferred position of retaining its employees and ensuring that effective measures, such as redeployment and retraining, exist to achieve this goal.

Organisational change is an inevitable consequence of the Council continuing to meet the needs and expectations of the community.

Changes should be planned and take into account resource implications, particularly those related to employees. No matter how small the organisational change, the likely consequences, including the financial and human cost of each change, should be considered.

Under this Schedule, the Council must deal fairly and objectively with employees affected by organisational change in order to minimise any disruption and distress caused to employees.

2 APPLICATION

The Chief Executive Officer is responsible for ensuring compliance with the provisions of this Schedule.

This Schedule applies to all Council employees, except for:

- a. Employees engaged for a specific period of time, for a specific project/s where the finishing date is specified at the commencement of Employment and not extended for any reason other than to complete specific project/s.
- b. Casual employees.
- c. Employees engaged on a contractual basis which includes severance benefits.
- d. Employees whose employment is terminated pursuant to disciplinary action.
- e. Employees within their initial probation period following appointment to the Council.

3 MANAGING ORGANISATIONAL CHANGE WITHIN MBRC

3.1 Planning Change

- a. Organisational change may result in one (1) or more positions being identified as redundant because:
 - i. The duties and functions of the position are no longer required.
 - ii. The duties of the position should logically be incorporated with those of another position.
 - iii. The duties and functions of the position are required to be relocated because of decentralisation or regionalisation of functions; or
 - iv. An upgrading or downgrading of the functions and responsibilities of the position is necessary.
- b. The Council will develop a plan to manage and identify employment options for employees in positions that will become redundant.
- c. Where planned organisational change is likely to result in positions becoming redundant, the Council will provide all relevant details to, and arrange discussions with, the relevant Unions as soon as reasonably practical.

3.2 Managing Employees

When undertaking organisational change, there are a number of factors that must be considered for the process to be managed efficiently.

- a. For the outcome of organisational change to be effective, an assessment of the employment consequences of the change is required. This assessment must be undertaken to determine the following:
 - i. Current and proposed employee numbers.
 - ii. Current skills possessed by employees and skills required in the proposed organisational structure.
 - iii. Current location of employees and the location of employees in the proposed organisational structure.
 - iv. Current roles of employees and the required roles of employees in the new organisational structure.
 - v. Estimated costs of the employment changes.
 - vi. Analysis and identification of the functions that may cease to be performed as a result.
 - vii. The effect on employees of a change in emphasis or reprioritising of functions.
- b. If this assessment results in disparity between existing positions and those required to ensure organisational cost effectiveness and efficiency, then affected employees must be treated fairly and with empathy.

3.3 Steps to Managing Change

If an employee becomes surplus to organisational requirements following an organisational change the Council will develop, in consultation with the affected employee and their union representative if required, a plan to manage the outcome of these changes in accordance with the following steps:

a. Redesignation

- i. In the first instance when an organisational change occurs, Council will (where possible) redesignate "like" positions into the new organisational structure.
- ii. The term "redesignation" refers to a change of the title of a position when the duties of the position are not substantially changed and the classification level remains the same. The process of redesignation enables the employee who held the position, prior to it being redesignated, to be directly appointed to the redesignated position in the new organisational structure.

b. Reskilling/Retraining

Within four (4) weeks after the Chief Executive Officer notifies an employee that the employee's position has been made redundant, an analysis of the employee's skills, knowledge and abilities will be performed. This analysis will be used to assist the organisation and the employee determine appropriate positions in the organisation which would offer the highest likelihood of success in redeployment. Where it is agreed that an affected employee may reasonably be able to increase or change their skill level in a particular identified area and this would likely result in a successful redeployment, an agreed training plan will be implemented using either internal or external training resources.

c. Redeployment

- The Council, with the cooperation of the employee, will seek to redeploy employees to an appropriate vacancy within six (6) months after the date a position is identified as redundant. After six (6) months, the redeployment process will be reviewed by the Chief Executive Officer. If redeployment is unsuccessful in the sense that a suitable position cannot be found for an employee, retrenchment can occur.
- ii. Where practical, employees should be given meaningful work until the redeployment process is completed.
- iii. Prior to initiating any recruitment activity, the Chief Executive Officer should be satisfied that there are no employees awaiting redeployment who would be suitable to fill the vacancy.
- iv. Where a number of employees are being considered for redeployment to a single position, their suitability for the position will be assessed and selection made on the basis of relative merit.
- v. Redeployment to a lower level position:
 - i) If a position classified at the same level as the employee who is surplus to the organisation's requirements is not available within the organisation, the employee may, by agreement, be appointed to a position classified at a lower level.
 - ii) If such an appointment occurs, the employee's salary must be maintained at the employee's current pay increment for a period of 12 months from the date of the appointment. No further increments are to be paid during this 12 month salary maintenance period. After the 12 month salary maintenance period, the employee will be paid at the highest pay increment of the lower classification level to which they are appointed.
 - iii) During the 12 month salary maintenance period, an employee should, where reasonable, be provided with training as determined by a skills analysis, to improve the employee's ability to perform effectively in their redeployment position.

d. Appointment through Merit Selection

All positions in the new organisational structure that cannot be filled by redesignation or redeployment must be advertised and filled on merit based selection which is an assessment of an applicant's abilities, skills, experience, qualifications and potential relative to those of other applicants measured against selection criteria set down in the position description. An equitable recruitment and merit based selection process involves a range of activities designed to ensure:

- i. Fair and open competition.
- ii. A systematic and consistent process.
- iii. Selection criteria that reflect the actual and realistic requirements of the position.
- iv. Processes that do not unfairly discriminate at any stage.
- v. Members of the selection panels are skilled and impartial.

e. Retrenchment

- i. If an employee who is surplus to organisational requirements cannot be redeployed, the Chief Executive Officer may proceed with the retrenchment of the employee.
- ii. Retrenchment should only occur after all other options provided for in this Schedule have been considered.

3.4 Notification

Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

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

Provided that a change will be deemed not to have a significant effect where the Award makes provision for that change.

3.5 Consultation

The employer shall consult affected employees and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (eg. by finding alternative employment).

The consultation must occur as soon as practicable after the employer provides the notification referred to in Clause 3.4

For the purpose of such consultation the employer shall provide affected employees and, where relevant, their Union or Unions, with all relevant information, in writing, about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

Provided that a change will be deemed not to have a significant effect where the Award makes provision for that change.

3.6 Voluntary Early Retirement/Retrenchment (VER)

- a. The Chief Executive Officer may invite expressions of interest to participate in a VER scheme from individual employees or groups of employees.
- b. Invitations for expressions of interest should be open for acceptance for a period of two (2) weeks. An expression of interest is not binding on the employee prior to acceptance by the Chief Executive Officer. Invitations for expressions of interest are not binding on the Council which may withdraw invitations for expressions of interest or determine not to proceed with a VER scheme at any time.
- c. The Chief Executive Officer may refuse individual expressions of interest if the Chief Executive Officer determines it would be detrimental to the organisation to accept the expression of interest.
- d. The Chief Executive Officer may offer a VER package to an employee at any step of the process described in paragraph 3.3 above.

3.7 VER Package

A VER package will consist of the following entitlements:

- a. leave entitlements being:
 - i. Accrued annual leave; and
 - ii. Accrued long service leave for employees continuously employed by the Council for at least three (3) years, on the basis of 1.3 weeks for each year of continuous service and a proportionate amount for an incomplete year of service.
- b. severance benefits being:
 - i. (2.5) weeks per year of service and a proportionate amount for an incomplete year of service (maximum 52 weeks); or
 - ii. (3.5) weeks per year of service and a proportionate amount for an incomplete year of service (maximum 52 weeks) for employees aged 50 years or over who have accrued 10 years continuous service with Council:.
- c. An additional incentive payment equivalent to six (6) weeks' salary will be provided if an expression of interest to participate in a VER scheme is made, and not refused, within two (2) weeks after the invitation date. The redundancy will take effect immediately after that two (2) week period expires.

Employees whose employment is terminated pursuant to a VER scheme may not be employed by the Council in any capacity for a period equal to the total number of weeks severance and incentive benefit received by the employee under the VER scheme.

SCHEDULE 5: PARENTAL LEAVE ENTITLEMENT

(AS CONTAINED IN THE QUEENSLAND LOCAL GOVERNMENT OFFICERS AWARD 1998 ["Substitute State Award" given statutory effect by s 768A of the Industrial Relations Act 1999]

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 (6) 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 (8) 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 (7) 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 (6) weeks immediately prior to the expected date of birth.
- 27.5.5 Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, 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 (2) 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 6A: LAWA - WEIGHBRIDGE STAFFING AGREEMENT (Caboolture District)

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.

1. **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

2. PART-TIME EMPLOYEES

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

3. 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.

4. 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 Clause 3 above.

5. HOURS OF DUTY

Staff will be required to work no more than 12 ordinary hours on any one (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

6. 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 or one (1) shift per week and a maximum of four (4) shifts per week.

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

7. 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.

8. **OVERTIME**

Work periods, normally one (1) week, will be defined by rosters negotiated with the employees by the Council. Any hours worked in excess of 12hours in one (1) day or 48 hours in one (1) week period shall be paid as overtime at the rates provided in the Local Government Employees' Award.

9. LONG SERVICE LEAVE

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

10. STATUTORY HOLIDAYS

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

11. 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 6B: LAWA - CLEANING EMPLOYEES SERVICE UNIT AGREEMENT (Pine District)

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 our 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 two (2) hours per engagement.
- d. A flexible permanent part-time employee will be engaged fir a minimum of three (3) hours per engagement.

2.2 Multiple Engagements

- a. Employees may be required to work two (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 (1) occasion on any one (1) day and the period between such engagements is three (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 three (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 four (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 6C: LAWA - 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 Pav

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 five (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 $\frac{1}{2}$ 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	Α	A					a	a	a		Α	Α	Α
				В				В			b			
					С	С	С		С	С	С	С	c	С

- 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 (3) staff, one (1) 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

- a. Annual Leave for Permanent staff will be 15 days, equivalent to 159.9 hours based 'pro-rata' on the entitlement under the Award.
- b. 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.
- c. The part-time Relief Attendant will accrue Sick Leave and Annual Leave on a 'pro-rata' basis.

Overtime

Work periods, normally one (1) week, will be defined by rosters negotiated with the employees by the Council. Any time worked in excess of 11.5 hours in one (1) day or 34.5 hours in one (1) 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

SCHEDULE 6D: LAWA - WASTE MANAGEMENT FACILITIES OPERATORS AGREEMENT

1. APPLICATION

This agreement between the Moreton Bay Regional Council (Council) and the Australian Workers Union and Employees provides for the employment of staff at Council Waste Management Facilities. Council Waste Management Facilities are open 365 days a year.

2. JOB DUTIES

The job duties of the Waste Management Facility Operators shall be as set out in the Position 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. RATE OF PAY

The base rate of pay for the Waste Management Facility Operators is set out in Schedule 1 of the EBA2, under miscellaneous classification (Landfill Operators).

4. ALLOWANCES

Waste Management Facility Operators will be entitled to the following allowances:

- 5.8.1- Employees Construction Allowance
- 5.8.19- Employees Driver Sanitary & Rubbish
- 5.8.21- Employees Rubbish & Sanitary

5. SUPERANNUATION

Superannuation contributions made by Council and payments made by the Waste Management Facility Operators will be in accordance with the requirements of the *Local Government Act 1993*.

6. HOURS OF DUTY

Staff will be required to work 76 hours per fortnight, including a 10 minute morning and 10 minute afternoon break. Staff will have an unpaid lunch break of one (1) hour to be taken between 12.00noon and 2.00pm. Employees will be entitled to the Nine (9) day fortnight arrangement as per EBA2. Standard rosters will be of an any 5 in 7 arrangement with two (2) consecutive days off per week. Where employees are requested to work during the rostered days off, this will be at standard overtime rates. The span of hours will be from 6.30am to 6.30pm and staff will be rostered for work within that span of hours.

7. ROSTERS

Rosters will be determined by Council in consultation with the Waste Management Facility Operators.

8. LEAVE

Refer to EBA1/ Local Government Employees Award.

9. OVERTIME

Any time worked in excess of 8.44 hours in one (1) day or 76 hours in any one (1) fortnightly pay period shall be paid as overtime at the rates provided in the Local Government Employees' Award.

10. LONG SERVICE LEAVE

 $Refer \ to \ EBA1/\ Local\ Government\ Employees\ Award.$

11. STATUTORY HOLIDAYS

All working on statutory holidays shall be paid as per the Local Government Employees Award.

12. OTHER CONDITIONS

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

PART 8: SIGNATORIES

SIGNATORIES

Signed for and on behalf of Moreton Bay Regional Council In the presence of	
Signed for and on behalf of The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees In the presence of:	
Signed for and on behalf of the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland In the presence of:	
Signed for and on behalf of The Australian Workers' Union of Employees, Queensland In the presence of:	
Signed for and on behalf of the Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees In the presence of:	
Signed for and on behalf of United Voice, Industrial Union of Employees, Queensland In the presence of:	
Signed for and on behalf of the Queensland Nurses' Union of Employees	
Signed for and on behalf of The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland In the presence of:	
Signed for and on behalf of The Electrical Trades Union of Employees Queensland	
Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland, Union of Employees In the presence of:	
Signed for and on behalf of the Transport Workers' Union of Employees (Queensland Branch) In the presence of:	
Signed for and on behalf of the Queensland Services, Industrial Union of Employees In the presence of:	