

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Moreton Bay Regional Council Certified Agreement 2014 EBA3

Matter No: 2014/CA000041

INDUSTRIAL COMMISSIONER FISHER

16 December 2014

CERTIFICATE

This matter coming on for hearing before the Commission on 15 December 2014 the Commission certifies the following written agreement:

Moreton Bay Regional Council Certified Agreement 2014 EBA3

made between:

- Moreton Bay Regional Council;
- The Australian Workers' Union of Employees, Queensland;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- Queensland Services, Industrial Union of Employees;
- Queensland Nurses' Union of Employees;
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch); and
- The Electrical Trades Union of Employees Queensland.

The agreement was certified by the Commission on 15 December 2014 and shall operate from 15 December 2014 until its nominal expiry on 30 June 2018.

This agreement shall replace the *Moreton Bay Regional Council Enterprise Bargaining Agreement (EBA2) - CA/2011/26*.

G.K. FISHER
Industrial Commissioner



Moreton Bay Regional Council

EBA3

Certified Agreement



QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 (Qld) s. 156 certifying an agreement

Moreton Bay Regional Council

AND

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

AND

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

AND

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

AND

Queensland Nurses' Union of Employees (QNU),

AND

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

AND

Queensland Services, Industrial Union of Employees (QSU),

AND

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

AND

The Electrical Trades Union of Employees Queensland (ETU)

AND

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

MORETON BAY REGIONAL COUNCIL – CERTIFIED AGREEMENT 2014

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Part 1 : Preliminary

1.1 Title

This certified agreement is made in accordance with the Act and shall be known as the '*Moreton Bay Regional Council Certified Agreement 2014 EBA3*' (**Agreement**).

1.2 Date of operation

1.2.1 This Agreement shall take effect from the date of certification.

1.2.2 The nominal expiry date of this Agreement is 30 June 2018.

1.2.3 This Agreement will continue to operate until it is terminated or replaced.

1.3 Objective of this Agreement

The objective of this Agreement is to amend Employee terms and conditions of employment as provided for in the Award in a manner which provides benefits to both Moreton Bay Regional Council (**the Council**) and the Employees.

1.4 Parties bound

The parties bound by this Agreement are the Council, Employees and the Unions.

1.5 Application

1.5.1 This Agreement shall apply to:

- a) the Council;
- b) Employees; and
- c) the Unions.

1.6 Copy of Agreement

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

1.7 Relationship to Award

This Agreement shall be read and interpreted wholly in conjunction with the Award, provided that where there is any inconsistency between this Agreement and the Award, the provisions of this Agreement shall prevail.

1.8 Definitions

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

"*Act*" means the *Industrial Relations Act 1999* (Qld), as varied or replaced from time to time.

"*Award*" means the Queensland Local Government Industry Award – State 2014, as varied or replaced from time to time.

"*Commission*" means the Queensland Industrial Relations Commission.

"*Department Head*" has the same meaning as in the Award.

"*Chief Executive Officer*" or "*CEO*" means the Council's chief executive officer and includes the chief executive officer's delegate.

"*CPI*" means the annual March quarter ABS 6401.0 All Groups Consumer Price Index for Brisbane published by the Australian Bureau of Statistics, or if the Australian Bureau of Statistics stops publishing the CPI, then CPI means the index officially substituted for it.

"Employee" or "Employees" means the Council's employees for whom classifications are contained in the Award except for:

- a) the Chief Executive Officer;
- b) any employee:
 - i) who reports directly to the Chief Executive Officer; and
 - ii) whose position ordinarily would be considered to be a senior position in the local government's corporate structure;
- c) a Department Head; or
- d) any employee who would otherwise be a high-income senior employee within the meaning of the Act.

"Local Government Industry Allowance" means the local government industry allowance otherwise provided for by clause 13(a) of the Award.

"LG Act" means the *Local Government Act 2009* (Qld), as varied or replaced from time to time.

"QES" means the Queensland Employment Standards contained in Chapter 2A, Part 2 of the Act.

"Rubbish and Sanitary Operations Allowance" means the rubbish and sanitary operations allowance otherwise provided for in clause 13(e) of the Award.

"Union" or "Unions" means each of the following unions entitled to represent the Employees:

- 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 (AMEPKU),
- c) The Australian Workers' Union of Employees, Queensland (AWUEQ),
- d) Queensland Nurses' Union of Employees (QNU),
- e) The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland (CFMEU),
- f) Queensland Services, Industrial Union of Employees (QSU).
- g) Plumbers & Gasfitters Employees' Union Queensland, Union of Employees (PGEU).
- h) The Electrical Trades Union of Employees Queensland (ETU).
- i) Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU).

"Workplace Injury" means an injury which is accepted as such in accordance with the Workers' Compensation and Rehabilitation Act 2003 (Qld).

Part 2 : Wage and salary levels, allowances and related matters

2.1 Wages and salaries

- 2.1.1 Employees employed prior to the commencement of this Agreement on terms and conditions which include 36.25 ordinary hours of work per week, including Employees employed on equivalent terms and conditions but on a part-time or casual basis, will receive the wages specified in Schedule 1.
- 2.1.2 Except for the Employees referred to in clause 2.1.1, all other Employees will receive the wages set out in Schedule 2 of this Agreement.
- 2.1.3 Subject to clauses, 2.2, 2.5, 2.7, 2.8, 3.2 and 4.1.1, the wages provided for in clause 2.1 include all payments and benefits that the Council is or may become legally obliged to provide the Employee under the Award, including but not limited to minimum hourly rates of pay, any loadings, reimbursements and penalty rates.
- 2.1.4 All wages and salaries will be paid fortnightly by electronic funds transfer.

2.2 Allowances

- 2.2.1 Subject to this clause 2.2 and clause 7.5, Employees' entitlements to allowances are contained in the Award.
- 2.2.2 Employees who were employed by the Council prior to the commencement of this Agreement and who:
- a) are carrying out work that would entitle them to receive the Local Government Industry Allowance, and were receiving the construction workers allowance immediately prior to the commencement of this Agreement will receive a payment of \$0.92 per hour in lieu of the rate specified in the Award while they carry out that work; or
 - b) are carrying out work that would entitle them to receive the Rubbish and Sanitary Operations Allowance will receive a payment of \$2.80 per hour in lieu of the rate specified in the Award while they carry out that work.
- 2.2.3 If, during its operation, the Award provides for a Local Government Industry Allowance or Rubbish and Sanitary Operations Allowance that is greater than those provided for in clause 2.2.2, Employees referred to in clause 2.2.2 will receive the allowance provided for in the Award.

2.3 Employee classifications

- 2.3.1 Employee classification levels are provided for in the Award.
- 2.3.2 Schedule 3 translates Employee classification levels that were provided for under awards that applied to Employees prior to the commencement of the Award, to those that are now applicable under the Award and this Agreement.

2.4 Wage and salary increases

- 2.4.1 The wage and salary increases provided for in this clause 2.4 (including the retrospective pay rise provided for in clauses 2.4.2 and 2.4.3) are conditional on a majority of Employees approving this agreement by a vote declared before 1 December 2014.
- 2.4.2 This Agreement provides for an annual increase in wages and salaries of 2.6% from 1 July 2014, which is incorporated into the rates of pay contained in Schedule 1 and Schedule 2.
- 2.4.3 The wage and salary increase from 1 July 2014 will be applied and paid retrospectively to those Employees who were employed by the Council as at the date the Agreement is approved by a majority of Employees, within 14 days of its approval by the Employees and will be calculated based on the rate of pay for a relevant Employee's substantive position.
- 2.4.4 The wages and salaries provided for in this Agreement will increase annually and by the CPI percentage, with effect from:
- a) 1 July 2015;
 - b) 1 July 2016; and
 - c) 1 July 2017.

2.5 Occupational superannuation

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

2.6 Salary packaging

- 2.6.1 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; and
 - b) result in no additional cost to the Council.
- 2.6.2 Employees are advised to seek independent financial advice before entering into a salary packaging arrangement.

2.7 On-call arrangements

The on-call arrangements set out in Schedule 4 will apply to all Employees who are regularly required to be on-call and who are rostered on an 'on-call roster'. The on-call allowance is outlined in Schedule 4.

2.8 Equity for supervisors

Employees who are engaged in a supervisory position and whose ordinary hours are less than the Employees they supervise (eg. 36.25 instead of 38 hours per week) and who are required to work 38 hours per week in order to discharge their supervisory duties will receive an extra payment of 4.27% of wages in compensation in lieu of any overtime entitlement.

2.9 Career progression

Any Employee referred to in clause 2.1.1 who:

- a) was employed by the Council prior to the commencement of this Agreement; and
- b) is offered (and accepts) a promotion to a higher position (excluding the annual process referred to in clause 2.10), will be paid at the rate of pay applicable to that position pursuant to Schedule 1.

2.10 Incremental changes to Employee classifications

- a) An Employee referred to in clause 2.1.1 will move up to the next highest salary point within a classification level by way of annual increment, subject to that Employee having given satisfactory service for the prior twelve months in accordance with a staff development and appraisal system developed by the Employee's manager in consultation with the employee and/or with any of their representatives.
- b) Where a manager chooses not to implement a staff development and appraisal system, movement between salary points will occur at yearly intervals.

2.11 More than one engagement

- 2.11.1 This clause 2.11 will only apply where an Employee makes application and is successful in that application to perform two (2) or more distinct roles within the Council's operations.
- 2.11.2 Employees may be engaged in more than one (1) capacity by the Council. Each engagement shall stand alone for the purposes of accrued entitlements.
- 2.11.3 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 exist, 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.

Part 3 : Hours of work and overtime

3.1 Nine (9) day fortnight arrangement

- 3.1.1 The nine (9) day fortnight arrangement set out in Schedule 5 will apply only to:
 - a) full-time Employees who, prior to the commencement of this Agreement, worked pursuant to the nine (9) day fortnight arrangement contained in the *Moreton Bay Regional Council Enterprise Bargaining Agreement (EBA2)*; and
 - b) full-time Employees who are engaged to work 38 ordinary hours per week.

3.2 Overtime

Subject to Schedule 4, Schedule 5, and clause 4.1.5 of this Agreement:

- 3.2.1 overtime will be compensated for in accordance with the Award; and
- 3.2.2 time off in lieu of overtime will not be available to any Employee.

Part 4 : Leave

4.1 Annual leave

4.1.1 Payment of annual leave loading

Annual leave loading at the rate prescribed in the Award will be paid once per year on the first pay day in December.

4.1.2 Purchasing of additional leave

- a) 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).
- b) The price of purchased annual leave will not include leave loading and will be based on the ordinary rate of pay applicable at the date of purchase.

- c) 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).
- d) Where additional annual leave is purchased, such leave must be taken prior to an Employee taking annual leave that is accrued in the ordinary way.
- e) Additional periods of annual leave purchased under this clause 4.1 must be taken within 12 months of the date in which it is purchased. Should any purchased annual leave remain untaken at the conclusion of that 12 month period, or at the date of termination, it will be paid out at the rate of pay at which it was purchased.

4.1.3 Accumulated annual leave

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.

4.1.4 Annual closedown

- a) 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:
 - i) annual leave; or
 - ii) where an Employee is one to whom the nine (9) day fortnight arrangement in clause 3.1 applies, rostered days off.
- b) Employees who do not have sufficient accumulated leave will have leave debited from their annual leave account. If an 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.
- c) The Council shall give at least three (3) month's notice of whether it proposes to implement an annual closedown.

4.1.5 Christmas bank

- a) Part-time Employees or Employees who work a ten (10) day fortnight have the opportunity to request the establishment of a 'Christmas Bank' for the designated Christmas closure period (ie. between Christmas Day and New Year's Day).
- b) Where approved, a Christmas Bank will allow Employees to 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.
- c) The maximum allowable accrual under the Christmas Bank arrangement 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.
- d) Should an Employee who has accrued time in accordance with this clause 4.1.5 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.

4.2 Personal leave

4.2.1 Base entitlement

Subject to clause 4.2.2, Employees' entitlement to take personal leave (including sick, carer's, bereavement and cultural leave) is contained in the Award

4.2.2 Additional entitlement

- a) This clause 4.2.2 applies only to Employees who were employed by the Council prior to the commencement of this Agreement.
- b) Full-time Employees whose ordinary hours of work are 36.25 per week will be entitled to 108.75 hours (15 days) of personal leave for each completed year of service; and
- c) Full-time Employees whose ordinary hours of work are 38 per week will be entitled to 114 hours (15 days) of personal leave for each completed year of service.
- d) Part-time Employees will accrue leave on a pro-rata basis of full-time Employees undertaking the same type of work.

4.2.3 Advance sick leave (for personal illness only)

- a) An advance of up to three (3) months paid 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. the Employee's maximum annual personal leave entitlement will be deducted each year to repay the debt).
- b) The advance of 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 sick leave shall not be subject to appeal or review.

4.2.4 Personal/sick leave – payout of entitlement on termination

- a) Employees who commenced employment with the 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.
- b) 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 *Moreton Bay Regional Council Enterprise Bargaining Agreement (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 the *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*).

4.2.5 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.

4.3 Long service leave

4.3.1 Base entitlement

Subject to clause 4.3.2, Employees' entitlement to long service leave is contained in the Award.

4.3.2 Additional entitlement

- a) This clause 4.3.2 applies only to Employees who were employed by the Council prior to the commencement of this Agreement.
- b) The entitlement of an Employee to long service leave on full pay will be 13 weeks for 10 years continuous service and pro-rata at the same rate of accumulation for any service beyond 10 years.
- c) An Employee with more than seven (7) years continuous service may access their pro-rata long service leave entitlements.
- d) However, an Employee who is terminated for disciplinary reasons will not be entitled to a payout of long service leave entitlements prior to 10 years of service.

4.3.3 Flexibility of long service leave

- a) It is recognised that Employees need to take leave in order to maintain their well-being and productivity in the workplace.
- b) 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 Chief Executive Officer:
 - i) Employees may elect to take long service leave 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).
 - ii) Employees may elect to take long service leave 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).
 - iii) In extenuating circumstances, such as proven financial hardship, an Employee may apply to the Chief Executive Officer for payment in lieu of any long service leave accumulated, provided that any such application does not result in the remaining long service leave balance being less than (four) 4 weeks.
 - iv) Long service leave may be taken in minimum week blocks.
- c) Upon becoming eligible to take an initial period of long service leave, an Employee will be entitled to take further long service leave as it accumulates.
- d) Employees shall comply with the Act in relation to the taking of long service leave.

4.4 Parental leave

4.4.1 Unpaid parental leave

Employees' entitlement to take unpaid parental leave is contained within the QES.

4.4.2 Paid maternity leave entitlement

- a) An eligible Employee, with a minimum of 12 months of employment, will be entitled to paid maternity leave of 10 weeks.
- b) Paid maternity leave may be taken on full or half pay as the initial absence on such leave. The period of paid maternity leave is exclusive of any public holidays.
- c) The period of paid maternity leave forms part of unpaid parental leave available under clause 4.4.1.
- d) Where there is an entitlement, Employees may use annual and long service leave during the period of parental leave that would otherwise be unpaid.
- e) A period of maternity leave does not break an Employee's continuity of service, but does not count as service except as prescribed by the Act.
- f) 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.

Part 5 : Medical illness

5.1 Supporting Employees through periods of medical illness

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

- a) rehabilitation; and
- b) retraining and placement arrangements for Employees with medical limitations.

5.1.2 This clause 5.1 does not apply to:

- a) casual Employees; or
- b) Employees who have suffered a workplace injury where less than 12 months has elapsed from the date of the workplace injury.

5.1.3 Rehabilitation

- a) The 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.
- b) A rehabilitation advisor will initiate discussions with Employees when they have:
 - i) absences of greater than 10 consecutive working days sick leave; or
 - ii) provided a certificate or have notified their supervisor that they will be absent on sick leave for more than 10 consecutive days; or
 - iii) been requested to be involved by the ill Employee.
- c) The rehabilitation advisor will make an initial assessment on the appropriateness of rehabilitation.
- d) When rehabilitation is considered appropriate, the rehabilitation advisor will:
 - i) request the Employee's consent for the rehabilitation advisor to contact the Employee's treating doctor to clarify any information and discuss rehabilitation; and
 - ii) develop a rehabilitation plan.
- e) 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 the Council. Where the Council requests the review to be undertaken, the Council will meet the reviewing medical practitioner's reasonable expenses.
- f) The medical review may be undertaken to determine the Employee's:
 - i) diagnosis;
 - ii) prognosis;
 - iii) ability to return to work in their substantive position and any applicable restrictions;
 - iv) ability to return to work in some capacity; and
 - v) eligibility for partial or total permanent disablement.

5.1.4 Retraining and placement

- a) 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:
 - i) 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.
 - ii) A vocational assessment of the Employee's skills, capability and medical capacity to perform all the requirements of an available role.
- b) If retraining and placement is not an option for the Employee then Council will take whatever steps are appropriate and necessary in the circumstances, subject to complying with clause 6.1.

5.1.5 Medical assessment

- a) Where the manager of the Council's human resources department (in consultation with the relevant manager and the relevant accredited workplace health and safety officer and/or rehabilitation advisor) believes, on reasonable grounds, that an Employee's capacity or performance or conduct is being negatively impacted by a medical condition, the manager may request that the Employee undergo a medical assessment with an appropriate medical specialist.
- b) 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 Part 5 and, where possible, rehabilitation shall be provided.

- c) The parties to this Agreement 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 of 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:
 - i) 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; or
 - ii) direct 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.
- d) 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 the Council. The cost of the assessment shall be met by the Council.

Part 6 : Consultation, dispute resolution and individual flexibility arrangements

6.1 Workplace change

6.1.1 This term applies if:

- a) the Council has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- b) the change is likely to have a significant effect on some or all Employees (**Relevant Employees**) of the enterprise.

6.1.2 The Council must notify the Relevant Employees of the decision to introduce the major change.

6.1.3 The Council is not required to:

- a) notify the Relevant Employees or a representative of the decision until the time the Council considers appropriate; or
- b) consult with the Relevant Employees or a representative about the decision until the Council notifies the Relevant Employees or the representative of the decision; or
- c) consult with the Relevant Employees or a representative about the decision other than in relation to implementation of the decision; or
- d) disclose confidential or commercially sensitive information to the Relevant Employees or a representative.

6.1.4 The Relevant Employees may appoint a representative for the purposes of the procedures in this term if the representative is a union entitled to represent the Employees' industrial interests.

6.1.5 If:

- a) the Relevant Employees appoint a representative under clause 6.1.4 for the purposes of consultation; and
 - b) the Relevant Employees advise the employer of the identity of the representative,
- the Council must recognise the representative.

6.1.6 As soon as practicable after notifying the Relevant Employees of the decision under clause 6.1.2, the Council must:

- a) discuss with the Relevant Employees:
 - i) the implementation of the change; and
 - ii) the effect the implementation of the change is likely to have on the Relevant Employees; and
 - iii) measures the Council is taking to avert or mitigate the adverse effect of the implementation of the change on the Relevant Employees; and
- b) for the purposes of the discussion—provide, in writing, to the Relevant Employees:
 - i) information about the implementation of the change including the nature of the change proposed; and
 - ii) information about the expected effects of the implementation of the change on the Relevant Employees; and
 - iii) any other matters regarding the implementation of the change likely to affect the Relevant Employees.

6.1.7 The Council must give prompt and genuine consideration to matters raised about the implementation of the major change by the Relevant Employees.

- 6.1.8 In this term, a major change is likely to have a significant effect on Employees if it is likely to result in:
- a) the termination of the employment of Employees; or
 - b) a major change to the composition, operation or size of the Council's workforce or the skills required of Employees; or
 - c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) an alteration of hours of work; or
 - e) the need to retrain Employees; or
 - f) the need to relocate Employees to another workplace; or
 - g) the restructuring of jobs.

6.2 Grievance and dispute resolution procedure

- 6.2.1 This term applies to a dispute regarding:
- a) a matter arising under this Agreement; or
 - b) the Queensland Employment Standards.
- 6.2.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term if the representative is a union entitled to represent the Employee's industrial interests.
- 6.2.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee and relevant supervisors or management, or both.
- 6.2.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Commission.
- 6.2.5 The Commission may deal with the dispute as follows:
- a) the Commission may first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation;
 - b) if the Commission does not resolve the dispute under clause 6.2.5 a), the Commission may then deal with the dispute in accordance with its jurisdiction under the Act.
- Note:
- 1 If the Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.
 - 2 Chapter 9 of the Act provides for appeals against particular decisions made by the Commission.
- 6.2.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act.
- 6.2.7 Subject to applicable work health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Council to perform work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.
- 6.2.8 The parties to the dispute agree to be bound by a decision made by the Commission in accordance with this term.

6.3 Individual flexibility arrangements

- 6.3.1 The Council and any Employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- a) this Agreement deals with 1 or more of the following matters:
 - i) arrangements about when work is performed;
 - ii) overtime rates;
 - iii) penalty rates;
 - iv) allowances;
 - v) leave loading; and
 - b) the arrangement meets the genuine needs of the Council and Employee in relation to 1 or more of the matters mentioned in clause 6.3.1 a); and
 - c) the arrangement is genuinely agreed to by the Council and Employee.

- 6.3.2 The Council must ensure the terms of the individual flexibility arrangement:
- a) are only about matters required or permitted to be in this Agreement; and
 - b) are not non-allowable provisions; and
 - c) must not result, on balance, in an overall reduction in the entitlements or protections the Employee has under this Agreement.
- 6.3.3 The Council must ensure the individual flexibility arrangement:
- a) is in writing and signed by the Council and Employee; and
 - b) states:
 - i) the names of the Council and Employee; and
 - ii) the terms of this Agreement that will be varied by the arrangement; and
 - iii) how the arrangement will vary the effect of the terms; and
 - iv) how the arrangement will not result, on balance, in an overall reduction in the entitlements or protections the Employee has under this Agreement; and
 - v) the day on which the arrangement commences; and
 - vi) if the Employee is under 18 years of age— is signed by a parent or guardian of the Employee.
- 6.3.4 The Council must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.3.5 An individual flexibility arrangement may be terminated:
- a) by either the Employee or Council giving written notice of:
 - i) a period agreed between the parties of up to 12 months; or
 - ii) if no period has been agreed—28 days; or
 - b) by the Council and Employee at any time if they agree in writing to the termination.

Part 7 : Miscellaneous provisions

7.1 Ongoing role of the Moreton Employment Group (MEG)

- 7.1.1 The membership of the MEG shall consist of management and Unions.
- 7.1.2 Membership will be reviewed on an annual basis and will be based on mutual agreement.
- 7.1.1 The Council recognises the mutual benefits achieved for both the Council and Employees through positive employee relations and encourages the Unions that are parties to the Agreement to attend MEG meetings for the duration of the Agreement.
- 7.1.2 Meetings are to be held on a quarterly basis after 1 April 2015.

7.2 Employee assistance and counselling

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

7.3 No extra claims

The parties agree that in the life of this Agreement no extra claims relating to terms and conditions of employment provided for under this Agreement will be made.

7.4 Depot location

- 7.4.1 All depot based Employees will be assigned to a home depot as their usual place of work.
- 7.4.2 During the life of the Agreement, Council will seek to maintain Employees' usual place of work.
- 7.4.3 The Council reserves the right to review depot locations and make appropriate strategic business decisions as a result of such a review.

7.5 First aid training

- a. The Council will continue to provide first aid training to any Employees (other than an Employee engaged on a casual, fixed term or maximum term basis) who volunteers for this training. This commitment ensures that the maximum number of staff at any one (1) time at any one (1) location will have first aid training so as to provide for a safer and healthier workplace.
- b. The entitlement in clause 7.5 a. is provided in lieu of any first aid allowance payable under the Award, such that any Employee who carries out first aid attendant duties will not be entitled to such an allowance.

7.6 Study assistance

The Council will maintain an appropriate study assistance scheme recognising the mutual benefit of individual education and development.

Part 8 : Schedules

Schedule 1:	Wages – Clause 2.1.1 refers
Schedule 2:	Wages – Clause 2.1.2 refers
Schedule 3:	Explanatory table – translation of employee classifications
Schedule 4:	On-Call Arrangements
Schedule 5:	Nine (9) day fortnight

Schedule 1 : Wages – Clause 2.1.1 refers

	1/07/2014					
	Percentage Increase Applied - 2.6%					
Classification/ Salary Point	Base Annual	Leave Loading	Super 12%	Total	Base Weekly	Base Hourly
1.1	\$ 51,015	\$ 686.74	\$ 6,121.77	\$ 57,823.28	\$ 981.05	\$ 27.06
1.2	\$ 51,707	\$ 696.06	\$ 6,204.88	\$ 58,608.26	\$ 994.37	\$ 27.43
1.3	\$ 52,554	\$ 707.45	\$ 6,306.45	\$ 59,567.68	\$ 1,010.65	\$ 27.88
1.4	\$ 53,620	\$ 721.80	\$ 6,434.37	\$ 60,775.97	\$ 1,031.15	\$ 28.45
1.5	\$ 54,824	\$ 738.02	\$ 6,578.92	\$ 62,141.25	\$ 1,054.31	\$ 29.08
1.6	\$ 55,887	\$ 752.33	\$ 6,706.47	\$ 63,346.04	\$ 1,074.75	\$ 29.65
2.1	\$ 57,012	\$ 767.47	\$ 6,841.41	\$ 64,620.62	\$ 1,096.38	\$ 30.24
2.2	\$ 58,125	\$ 782.45	\$ 6,974.99	\$ 65,882.40	\$ 1,117.79	\$ 30.84
2.3	\$ 59,286	\$ 798.09	\$ 7,114.37	\$ 67,198.84	\$ 1,140.12	\$ 31.45
2.4	\$ 60,676	\$ 816.79	\$ 7,281.07	\$ 68,773.45	\$ 1,166.84	\$ 32.19
3.1	\$ 62,089	\$ 835.82	\$ 7,450.73	\$ 70,375.96	\$ 1,194.03	\$ 32.94
3.2	\$ 63,499	\$ 854.80	\$ 7,619.90	\$ 71,973.83	\$ 1,221.14	\$ 33.69
3.3	\$ 64,914	\$ 873.84	\$ 7,789.68	\$ 73,577.52	\$ 1,248.35	\$ 34.44
3.4	\$ 66,329	\$ 892.89	\$ 7,959.46	\$ 75,181.20	\$ 1,275.55	\$ 35.19
4.1	\$ 67,747	\$ 911.98	\$ 8,129.61	\$ 76,788.37	\$ 1,302.82	\$ 35.94
4.2	\$ 69,190	\$ 931.41	\$ 8,302.84	\$ 78,424.61	\$ 1,330.58	\$ 36.71
4.3	\$ 70,666	\$ 951.27	\$ 8,479.89	\$ 80,096.91	\$ 1,358.96	\$ 37.49
4.4	\$ 72,164	\$ 971.43	\$ 8,659.65	\$ 81,794.79	\$ 1,387.76	\$ 38.28
5.1	\$ 73,678	\$ 991.82	\$ 8,841.37	\$ 83,511.28	\$ 1,416.89	\$ 39.09
5.2	\$ 75,220	\$ 1,012.58	\$ 9,026.42	\$ 85,259.16	\$ 1,446.54	\$ 39.90
5.3	\$ 76,801	\$ 1,033.86	\$ 9,216.15	\$ 87,051.24	\$ 1,476.95	\$ 40.74
6.1	\$ 79,504	\$ 1,070.24	\$ 9,540.45	\$ 90,114.40	\$ 1,528.92	\$ 42.18
6.2	\$ 82,231	\$ 1,106.95	\$ 9,867.70	\$ 93,205.47	\$ 1,581.36	\$ 43.62
6.3	\$ 84,961	\$ 1,143.71	\$ 10,195.32	\$ 96,300.03	\$ 1,633.87	\$ 45.07
7.1	\$ 87,690	\$ 1,180.44	\$ 10,522.82	\$ 99,393.43	\$ 1,686.35	\$ 46.52
7.2	\$ 90,423	\$ 1,217.24	\$ 10,850.81	\$ 102,491.48	\$ 1,738.91	\$ 47.97
7.3	\$ 93,152	\$ 1,253.96	\$ 11,178.19	\$ 105,583.72	\$ 1,791.38	\$ 49.42
8.1	\$ 96,428	\$ 1,298.06	\$ 11,571.31	\$ 109,296.96	\$ 1,854.38	\$ 51.16
8.2	\$ 99,706	\$ 1,342.19	\$ 11,964.68	\$ 113,012.52	\$ 1,917.42	\$ 52.89
8.3	\$ 102,977	\$ 1,386.22	\$ 12,357.19	\$ 116,719.95	\$ 1,980.32	\$ 54.63
8.4	\$ 106,049	\$ 1,427.59	\$ 12,725.93	\$ 120,202.93	\$ 2,039.41	\$ 56.26
8.5	\$ 109,126	\$ 1,469.01	\$ 13,095.17	\$ 123,690.56	\$ 2,098.58	\$ 57.89

Schedule 2 : Wages – Clause 2.1.2 refers

Modern Award Level	1/07/2014						
	Percentage Increase Applied - 2.6%						
	Base Annual	Leave Loading	Super 12%	Total	Base Weekly	Base Hourly 36.25 per week Employee	Base Hourly 38 per week Employee
1	\$ 48,398	\$ 651.51	\$ 5,807.73	\$ 54,856.97	\$ 930.73	\$ 25.68	\$ 24.49
2	\$ 49,671	\$ 668.64	\$ 5,960.49	\$ 56,299.84	\$ 955.21	\$ 26.35	\$ 25.14
3	\$ 51,111	\$ 688.04	\$ 6,133.35	\$ 57,932.60	\$ 982.91	\$ 27.11	\$ 25.87
4	\$ 51,848	\$ 697.95	\$ 6,221.75	\$ 58,767.58	\$ 997.07	\$ 27.51	\$ 26.24
5	\$ 52,440	\$ 705.92	\$ 6,292.79	\$ 59,438.59	\$ 1,008.46	\$ 27.82	\$ 26.54
6	\$ 53,955	\$ 726.32	\$ 6,474.63	\$ 61,156.24	\$ 1,037.60	\$ 28.62	\$ 27.31
7	\$ 55,593	\$ 748.36	\$ 6,671.13	\$ 63,012.28	\$ 1,069.09	\$ 29.49	\$ 28.13
8	\$ 57,148	\$ 769.30	\$ 6,857.78	\$ 64,775.29	\$ 1,099.00	\$ 30.32	\$ 28.92
9	\$ 58,727	\$ 790.56	\$ 7,047.27	\$ 66,565.04	\$ 1,129.37	\$ 31.16	\$ 29.72
10	\$ 60,594	\$ 815.69	\$ 7,271.28	\$ 68,680.97	\$ 1,165.27	\$ 32.15	\$ 30.66
11	\$ 67,747	\$ 911.98	\$ 8,129.61	\$ 76,788.37	\$ 1,302.82	\$ 35.94	\$ 34.28
12	\$ 69,190	\$ 931.41	\$ 8,302.84	\$ 78,424.61	\$ 1,330.58	\$ 36.71	\$ 35.02
13	\$ 72,164	\$ 971.43	\$ 8,659.65	\$ 81,794.79	\$ 1,387.76	\$ 38.28	\$ 36.52
14	\$ 73,678	\$ 991.82	\$ 8,841.37	\$ 83,511.28	\$ 1,416.89	\$ 39.09	\$ 37.29
15	\$ 76,801	\$ 1,033.86	\$ 9,216.15	\$ 87,051.24	\$ 1,476.95	\$ 40.74	\$ 38.87
16	\$ 78,376	\$ 1,055.06	\$ 9,405.08	\$ 88,835.79	\$ 1,507.22	\$ 41.58	\$ 39.66
17	\$ 79,504	\$ 1,070.24	\$ 9,540.45	\$ 90,114.40	\$ 1,528.92	\$ 42.18	\$ 40.23
18	\$ 82,231	\$ 1,106.95	\$ 9,867.70	\$ 93,205.47	\$ 1,581.36	\$ 43.62	\$ 41.61
19	\$ 87,690	\$ 1,180.44	\$ 10,522.82	\$ 99,393.43	\$ 1,686.35	\$ 46.52	\$ 44.38
20	\$ 93,152	\$ 1,253.96	\$ 11,178.19	\$ 105,583.72	\$ 1,791.38	\$ 49.42	\$ 47.14
21	\$ 96,428	\$ 1,298.06	\$ 11,571.31	\$ 109,296.96	\$ 1,854.38	\$ 51.16	\$ 48.80

WAGES

Schedule 3 : Explanatory table – translation of employee classifications

Modern Award translation table								
Building Trades	Engineering	Health, Sport & Fitness	Hospitality	Theatrical	Child Services	Employees	Officers	Modern Award Levels
	C14, C13	HFCB1, HFCB2, HFCC2, HFCD1, HFCD2, HFCA2					1.1	1
	C12	HFCB3, HFCD3	RTALV2		CCY1 U	1	1.2	2
	C11	HFCB4	RTALV3	TEALP, TECBO	CCY2 U	2,3	1.3,1.4	3
					CCY3 U	4	1.5	4
BT1	C10		RTALV4	TEALH		5	1.6	5
BT2	C9					6	2.1	6
BT3	C8		RTALV5		CSW1.1	7	2.2	7
	C7		RTALV6		CSW1.2	8	2.3,2.4	8
					CSW1.3	9	3.1,3.2	9
	C6						3.3,3.4	10
	C5						4.1	11
	C4						4.2	12
					GLR2.1		4.3,4.4	13
	C3				GLR2.2		5.1	14
	C2 (a)				GLR2.3		5.2,5.3	15
								16
	C2 (b)						6.1	17
					CST3.2		6.2	18
							6.3, 7.1	19
							7.2,7.3	20
							L8	21

Schedule 4 : 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 Award.

On-call agreement (regular on call roster only)

This Schedule 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 effective as at 1 July 2014 is \$210.21. The allowance will be increased on 1 July 2015, 2016 and 2017 by the CPI percentage.
- 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 and procedures 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 this Agreement 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.

ON-CALL ARRANGEMENTS

3. Phone allowance

At the discretion of the appropriate manager, Employees eligible to be rostered on call shall have telephones installed, rentals paid and shall be reimbursed by the 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 Employees while on call. Any Employee 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 5 : Nine (9) day fortnight arrangement

The nine (9) day fortnight arrangement will apply to all full-time Employees who are referred to in clause 3.1 of the Agreement, 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. If the Employee is engaged to work an average of 36.25 hours per week, they will work 8.06 hours per day.
- b. If the Employee is engaged to work an average of 38 hours per week, they will work 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. If the Employee is engaged to work an average of 36.25 hours per week: 8am - 5pm.
- b. If the Employee is engaged to work an average of 38 hours per week: 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 the Agreement, 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 EBA3. 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. If a 38 hour a week 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 Award.
- b. All other Employees who are required to work on their RDO shall only be entitled to bank their RDO. RDO's will not be paid out in any circumstances except as provided for in clause 11 of this Schedule.

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.

SIGNATORIES

Signatories

Signed for and on behalf of:
THE ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS AND MANAGERS, AUSTRALIA, QUEENSLAND BRANCH, UNION OF EMPLOYEES (APESMA)

Michelle Rae

Signature

Date

Queensland Director

Position

In the presence of:

Name of Witness (please print)

Signature of Witness

Date

Signed for and on behalf of:
AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION KNOWN AS THE AUSTRALIAN MANUFACTURING WORKERS' UNION (AMWU)

Rohan Webb

5/12/14

Signature

Date

State Secretary

Position

In the presence of:
Shanae Webb-Cash

Name of Witness (please print)

5/12/14

Signature of Witness

Date

Signed for and on behalf of:
THE AUSTRALIAN WORKERS' UNION OF EMPLOYEES, QUEENSLAND (AWUQ)

Ben Swan 4/12/14

Signature Date

Secretary
Position

In the presence of:
Samantha Stokes

Name of Witness (please print) 4/12/14

Signature of Witness Date

Signed for and on behalf of:
QUEENSLAND NURSES' UNION OF EMPLOYEES (QNU)

Beth Mohle 4/12/14

Signature Date

Secretary
Position

In the presence of:

Merrin Dickens 4/12/14

Name of Witness (please print)

Signature of Witness Date

SIGNATORIES

Signed for and on behalf of:

THE CONSTRUCTION, FORESTRY, MINING AND ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND (CFMEU)

5/12/14

Jade Ingham

Signature

Date

State Assistant Secretary

Position

In the presence of:

Michelle Clare

Name of Witness (please print)

5/12/14

Signature of Witness

Date

Signed for and on behalf of:

QUEENSLAND SERVICES, INDUSTRIAL UNION OF EMPLOYEES (QSU)

4/12/14

Neil Henderson

Signature

Date

Secretary

Position

In the presence of:

Adam Bennett

Name of Witness (please print)

4/12/14

Signature of Witness

Date

Signed for and on behalf of:
MORETON BAY REGIONAL COUNCIL

Dary Hitzman

4/12/14

Signature

Date

CHIEF EXECUTIVE OFFICER

Position

In the presence of:

GEOFFREY OWEN-TURNER

Name of Witness (please print)

4/12/14

Signature of Witness

Date

Signed for and on behalf of:
**TRANSPORT WORKERS' UNION OF AUSTRALIA, UNION OF
EMPLOYEES – QUEENSLAND BRANCH (TWU)**

Peter Biagini

11 December 2014

Signature

Date

Branch Secretary

Position

In the presence of:

Margarita Cerrato

Name of Witness (please print)

11 December 2014

Signature of Witness

Date

SIGNATORIES

Signed for and on behalf of:
**PLUMBERS & GASFITTERS EMPLOYEES' UNION QUEENSLAND,
UNION OF EMPLOYEES (PGEU).**

4/12/14

Brad O'Carroll,

Signature

Date

State Secretary

Position

In the presence of:
Melissa Delaware

Name of Witness (please print)

4/12/14

Signature of Witness

Date

SIGNATORIES

Signed for and on behalf of:

**THE ELECTRICAL TRADES UNION OF EMPLOYEES QUEENSLAND
(ETU)**

Peter Simpson

15/12/14

Signature

Date

Secretary

Position

In the presence of:

Stuart Traill

Name of Witness (please print)

15/12/14

Signature of Witness

Date