

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Moreton Bay Regional Council

AND

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

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

The Australian Workers' Union of Employees, Queensland

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

Queensland Nurses and Midwives' Union of Employees

Queensland Services, Industrial Union of Employees

(Matter No. CB/2019/96)

MORETON BAY REGIONAL COUNCIL CERTIFIED AGREEMENT 2019 EBA4

Certificate of Approval

On 28 October 2019, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **MORETON BAY REGIONAL COUNCIL CERTIFIED AGREEMENT 2019 EBA4**

Parties to the Agreement:

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

Operative Date: 28 October 2019

Nominal Expiry Date: 30 June 2022

Previous Agreement: *Moreton Bay Regional Council Certified Agreement 2014 EBA 3 (CA/2014/41)*

**Termination Date of
Previous Agreement:** 28 October 2019

By the Commission

J.W. MERRELL
Deputy President
28 October 2019



Moreton Bay Regional Council

EBA4

Certified Agreement



QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 (Qld) s. 193 certification of 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

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

AND

Queensland Services, Industrial Union of Employees (QSU)

AND

Queensland Nurses and Midwives' Union of Employees (QNMU)

MORETON BAY REGIONAL COUNCIL CERTIFIED AGREEMENT 2019 (EBA4)

TABLE OF CONTENTS

PART 1 : PRELIMINARY	3
1.1 TITLE	3
1.2 DATE OF OPERATION.....	3
1.3 OBJECTIVE OF THIS AGREEMENT	3
1.4 PARTIES BOUND.....	3
1.5 APPLICATION	3
1.6 COPY OF AGREEMENT.....	3
1.7 RELATIONSHIP TO AWARD	3
1.8 DEFINITIONS	3
PART 2 : WAGE AND SALARY LEVELS, ALLOWANCES AND RELATED MATTERS	4
2.1 WAGES AND SALARIES	4
2.2 ALLOWANCES	5
2.3 EMPLOYEE CLASSIFICATIONS	9
2.4 WAGE AND SALARY INCREASES.....	9
2.5 SIGN ON BONUS.....	9
2.6 OCCUPATIONAL SUPERANNUATION.....	9
2.7 SALARY PACKAGING.....	10
2.8 ON-CALL ARRANGEMENTS	10
2.9 EQUITY FOR SUPERVISORS	10
2.10 CAREER PROGRESSION.....	10
2.11 SALARY INCREMENTS.....	10
2.12 INCREMENTAL CHANGES TO EMPLOYEE CLASSIFICATIONS	10
2.13 MAXIMUM TERM CONVERSION	10
PART 3 : HOURS OF WORK AND OVERTIME	11
3.1 NINE (9) DAY FORTNIGHT ARRANGEMENT.....	11
3.2 OVERTIME	11
3.3 CONSECUTIVE HOURS OFF DUTY AFTER OVERTIME ON A SUNDAY	11
PART 4 : LEAVE	11
4.1 ANNUAL LEAVE	11
4.2 PERSONAL LEAVE	12
4.3 LONG SERVICE LEAVE.....	13
4.4 PARENTAL LEAVE.....	13
4.5 SPECIAL NATURAL DISASTER LEAVE	14
4.6 DOMESTIC AND FAMILY VIOLENCE LEAVE	14
4.7 CULTURAL LEAVE.....	14
PART 5 : MEDICAL ILLNESS.....	14
5.1 SUPPORTING EMPLOYEES THROUGH PERIODS OF MEDICAL ILLNESS	14
PART 6 : MISCELLANEOUS PROVISIONS.....	16
6.1 ONGOING ROLE OF THE MORETON EMPLOYMENT GROUP (MEG)	16
6.2 EMPLOYMENT SECURITY.....	16
6.3 DISPUTE RESOLUTION.....	16
6.4 RECRUITMENT AND SELECTION	18
6.5 EMPLOYEE ASSISTANCE AND COUNSELLING	18
6.6 NO EXTRA CLAIMS.....	18
6.7 EMPLOYEES HOME WORK LOCATION.....	18
6.8 REDEPLOYMENT AND REDUNDANCY	18
6.9 TRADE UNION TRAINING LEAVE.....	18
6.10 POSITIVE EMPLOYMENT RELATIONS.....	18
6.11 UNION INDUSTRIAL OFFICERS, UNION DELEGATES & EMPLOYEE REPRESENTATIVES	18
6.12 FIRST AID TRAINING.....	19
6.13 STUDY ASSISTANCE	19
PART 7 : SCHEDULES.....	20
SCHEDULE 1: WAGES – ADMINISTRATIVE EMPLOYEES WHO COMMENCED PRIOR TO THE COMMENCEMENT OF EBA3.....	21
SCHEDULE 2: WAGES – ADMINISTRATIVE EMPLOYEES WHO COMMENCED SUBSEQUENT TO THE COMMENCEMENT OF EBA3.....	23
SCHEDULE 3: EXPLANATORY TABLE – TRANSLATION TABLE FOR ADMINISTRATIVE EMPLOYEES WHO COMMENCED SUBSEQUENT TO THE COMMENCEMENT OF EBA3	25
SCHEDULE 4: WAGES – ALL OTHER EMPLOYEES.....	26
SCHEDULE 5: EXPLANATORY TABLE – TRANSLATION EMPLOYEE CLASSIFICATIONS.....	27
SCHEDULE 6 : ON-CALL ARRANGEMENTS	28
SCHEDULE 7 : NINE (9) DAY FORTNIGHT ARRANGEMENT	30
SCHEDULE 8 : MANAGING ORGANISATIONAL CHANGE	32
SIGNATORIES.....	35

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 2019 (EBA4)*' (**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 2022.

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 electronically 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 relevant 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 2016* (Qld), as varied or replaced from time to time.

"*Administrative Employee*" means an Employee covered by Division 2, Section 1, of the *Queensland Local Government Industry (Stream A) Award – State 2017* (Administrative, clerical, technical, professional, community service, supervisory and managerial services).

"*Award*" means the:

- a) *Queensland Local Government Industry (Stream A) Award – State 2017*;
- b) *Queensland Local Government Industry (Stream B) Award – State 2017*;
- c) *Queensland Local Government Industry (Stream C) Award – State 2017*;

as varied or replaced from time to time.

"*Broken Shift*" means a shift of work performed by an Employee on one (1) day which is broken into not more than two (2) periods (excluding rest pauses and meal breaks), where the unpaid break in between such periods is greater than one (1) hour.

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

"*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.

"Declaration of a Disaster Situation" has the same meaning as in Section 64 of the *Disaster Management Act 2003*.

"EBA3" means the *Moreton Bay Regional Council Enterprise Bargaining Agreement 2014 (EBA3)*.

"Employee" or "Employees" means the Council's employees for whom classifications are contained in the Award except for a senior officer as defined in Division 2, Section 1, Clause 4.2 (c) of the *Queensland Local Government Industry (Stream A) Award – State 2017*.

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

"Maternity Leave" has the same meaning as in the Act.

"QES" means the Queensland Employment Standards contained in Chapter 2, Part 3 of the Act.

"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) The Construction, Forestry, Mining and Energy, Industrial Union of Employees (CFMEU),
- e) Queensland Services, Industrial Union of Employees (QSU),
- f) Queensland Nurses and Midwives' Union of Employees (QNMU).

"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 Administrative Employees employed prior to the commencement of EBA3, will receive the wages specified in Schedule 1.
- 2.1.2 Administrative Employees employed subsequent to the commencement of EBA3, will receive the wages specified in Schedule 2.
- 2.1.3 Except for the Employees referred to in clauses 2.1.1 and 2.1.2, all other Employees will receive the wages set out in Schedule 4.
- 2.1.4 Subject to clauses 2.2, 2.6, 2.8, 2.9, 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 relevant Award, including but not limited to minimum hourly rates of pay, any loadings, reimbursements and penalty rates.
- 2.1.5 All wages and salaries will be paid fortnightly by electronic funds transfer.

2.2 Allowances

2.2.1 The parties agree that the allowances granted pursuant to this Agreement include the absorption of all allowances applicable under the relevant Awards.

2.2.2 Local government industry allowance

a) An allowance of \$0.92 per hour worked is to be paid to Employees engaged under either the Operational Services section of the Queensland Local Government Industry (Stream B) Award - State 2017, the Building Trades Services section or Engineering and Electrical/Electronic Services section of the Queensland Local Government Industry (Stream C) Award - State 2017. This allowance is in recognition of the potential discomfort arising from the working environment in the local government industry, the wearing of personal protective equipment and additional responsibilities to ensure safe working practices. The allowance is to compensate Employees for the working environment, disabilities and conditions associated with the performance of their roles, including the following activities:

- (i) work at quarries, gravel pits, crushing plants, screening plants and similar plants where such plants are in operation. However, the local government industry allowance shall not apply if the plants are operated in a wet process method or other method that prevents the occurrence of a dust nuisance.
- (ii) construction, reconstruction, alteration, repair and/or maintenance work as described at clause 2.2.2(a)(iii), including:
 - (A) climatic conditions where working in the open on all types of work;
 - (B) the physical disadvantages of having to climb stairs or ladders and including work at heights above 7.5m from the ground;
 - (C) dust blowing in the wind on construction sites;
 - (D) sloppy, muddy or wet conditions;
 - (E) dirty conditions and handling dirty materials including bitumen, tar, asphalt, and tarred material;
 - (F) droppings from newly poured concrete;
 - (G) working on all types of scaffold other than a single plank or bosun's chair;
 - (H) the lack of usual amenities associated with factory work;
 - (I) (i) working in water up to a depth not exceeding 750mm;
 - (ii) Employees who are required to work in water to a depth exceeding 750mm shall also be entitled to be paid in accordance with clause 2.2.17.
- (iii) all work performed on site on the construction, reconstruction, alteration, repair and/or maintenance of:
 - (A) pipelines, culverts, box culverts, bridges, overpasses, underpasses, and concrete work incidental thereto;
 - (B) kerbing, guttering, channelling, roads, footpaths, traffic islands, concrete walls;
 - (C) land reclamation;
 - (D) ornamental lakes, concrete ornamental gardens, retaining walls, wharves, piers, jetties, buildings or similar structures;
 - (E) water towers, water treatment works, water mains (including repair to trunk mains and/or reticulation mains), working in water of such depth as will overtop the toecap of a normal boot, water services;
 - (F) reservoirs, dams, barrages, weirs or similar structures;
 - (G) sewerage and sewerage treatment works, pumping stations or treatment works, including whilst making connections to live sewers.
- (iv) work at rubbish dumps, landfills, waste collection and transfer stations, including burning off, moving of burnt or burning materials, containment of grassfires and bushfires.
- (v) cleaning up of stormwater channels, pipes, tunnels and other drains, and use of mechanical gully excavators, picking up street refuse, collection and removal of dead animals, emptying rubbish and litter bins, removal of litter, dumped material and animal matter from parks, restoration of vandalised or damaged equipment, recovery operations following storms, floods and bushfires, cleaning lavatories and other city or town cleansing activities.
- (vi) vegetation and pest control including tree maintenance, tree lopping, tree climbing, (including use of chainsaws from cherry-pickers), total extraction of trees and removal, groundsel eradication, weed control, mosquito and pest control involving use of herbicides, insecticides and other poisonous or toxic substances, including working from a boat or aquatic weed harvester on water or aerial spraying.
- (vii) all work performed at cemeteries.

- (viii) various disabilities encountered by Employees in the Engineering and Electrical/Electronic Services group in the performance of work in the local government industry such as working on the repair or maintenance of dirty plant and equipment, undertaking other dirty work, exposure to wet or oily surfaces and equipment, working in confined spaces, handling insulation materials, working in excessive heat.
 - (ix) various disabilities encountered by Employees in the Building Trades Services group in the performance of work in the local government industry such as working with second hand timber, handling and laying large blocks, use of epoxy materials, handling insulation materials, undertaking dirty and/or dusty work, working in confined spaces, working in excessive heat.
- b) The payment prescribed in clause 2.2.2 shall be in full compensation for all current environmental and working conditions not specifically compensated elsewhere in clause 2.2 or allowed for in any other provision of the Awards. Employees shall not be entitled to the local government industry allowance where they are:
 - (i) in receipt of an additional disability payment or site allowance for a specific project; or
 - (ii) involved in the operation of a dam, weir or barrage, or on the construction or maintenance of tourist facilities, gardening, grass cutting or other agricultural operations at a dam, weir or barrage; or
 - (iii) normally employed at a sewerage treatment plant and/or sewerage pumping station.

2.2.3 Aged care nurses - availability allowance

A nursing Employee or other Employee working in an aged care facility operated by a local government, who is required to remain on the Employer's premises and be available for duty during their meal break shall be paid an allowance of \$10.70 per shift.

2.2.4 Broken shift allowance

Employees, other than casual Employees, who work a broken shift will be paid a broken shift allowance of \$13.20 per day.

2.2.5 Camp and accommodation allowance

- a) Where for the performance of work it is necessary for Employees to live in a camp provided by the Employer either because there are no reasonable transport facilities to enable such Employees to travel to and from home each day or because such Employees are directed to live in such camp:
 - (i) such Employees shall be paid a camping allowance of \$15.60 for each day (including Saturday and Sunday) the Employees live in camp.
 - (ii) when Employees live in a camp during the week and return home or are otherwise absent from camp for not more than two (2) nights during such week, but do not absent themselves from the job for any of the ordinary working hours, such Employees shall be paid the camping allowance for each of the normal working days.
- b) The camp shall be provided free of charge by the Employer with board and accommodation of a suitable standard.

2.2.6 Rubbish and sanitary operations allowance

- a) Drivers of rubbish vehicles and their assistants primarily engaged on the collection of refuse shall be paid an additional amount of \$2.71 per hour whilst directly engaged on such work.
- b) Drivers of sanitary vehicles and their assistants shall be paid an additional amount of \$3.21 per hour whilst directly engaged on such work.

2.2.7 First aid allowance

Where an Employer appoints an Employee who holds an appropriate first-aid certificate as a first aid attendant, such Employee shall be paid an additional \$17.55 per week for each week in which an Employee works three (3) days or more.

2.2.8 Leading hand allowance

- a) An Employee appointed by the Employer to be in charge of the work of other Employees shall be entitled to an additional daily allowance, as follows:
 - (i) in charge of two (2) or more but less than six (6) Employees - \$5.30
 - (ii) in charge of six (6) or more Employees but less than 11 Employees - \$7.90
 - (iii) in charge of 11 or more Employees - \$10.60
- b) The additional allowance shall be regarded as part of the normal wage of the Employee concerned and shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, public holidays and week-end work.

- c) The additional allowance shall not apply to Employees:
 - (i) whose classification and wage level is predicated on them being responsible for the work of other Employees; or
 - (ii) engaged in the operation and/or control of an installation or Council facility (such as a treatment plant, rubbish tip, waste disposal facility, swimming pool or animal pound).
- d) For the purposes of calculating the number of Employees the leading hand might be in charge of, Employees who normally work in conjunction with the leading hand (such as a labourer assisting a tradesperson) shall not be counted.

2.2.9 Live sewer work allowance

- a) Employees engaged on live sewer work or cleaning septic tanks shall, during ordinary hours, be paid at the rate of time and a-half for all time so engaged. During overtime or on week-ends or public holidays Employees shall be paid one-half of the ordinary hourly rate in addition to the relevant overtime, week-end or public holiday rate for all time engaged on live sewer work.
- b) The allowance shall also apply to include a minimum payment of one (1) hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping.
- c) Employees who are on any day required to carry out work in connection with the release of blockages in sewerage lines, septic tanks and connections thereto shall be paid not less than four (4) hours at the appropriate rates.
- d) This allowance shall not apply to Employees engaged at sewerage treatment plants or pumping stations.
- e) For the purposes of this clause, live sewer work shall mean work carried out in situations where there is direct personal connection with sewage. The term shall also include work in connection with septic tanks and cleaning of mechanical plant if such plant is contaminated with sewage. Where personal connection with a sewer or septic tank is blocked by a disc, plug, valve, water seal or other means, the live sewer rate shall not apply.
- f) The local government industry allowance prescribed in clause 2.2.2 shall not be paid in addition to the allowance prescribed in clause 2.2.9.

2.2.10 Motor vehicle allowance

- a) Where the Employer requires an Employee to use their own vehicle in or in connection with the performance of their duties, such Employee shall be paid an allowance for each kilometre of authorised travel as follows:
 - (i) motor vehicle - \$0.79 per kilometre;
 - (ii) motorcycle - \$0.27 per kilometre.
- b) The Employer may require an Employee to record full details of all such official travel requirements in a log book.

2.2.11 Night supervisor allowance - registered nurse

A registered nurse who is required to undertake the duties of night supervisor shall be paid an additional amount of \$10.50 per night whilst so engaged.

2.2.12 Overtime meal allowances and meal breaks

- a) An Employee working day work required to work overtime for:
 - (i) more than two (2) hours after ordinary ceasing time or for more than one (1) hour continuing beyond 1800 on any normal working day; or
 - (ii) more than four (4) hours on a Saturday, Sunday or rostered day off;shall be provided with an adequate meal at the Employer's expense or paid a meal allowance of \$12.80 in lieu of the provision of such a meal.
- b) A shift worker required to work overtime for:
 - (i) more than two (2) hours after ordinary ceasing time on any normal working day; or
 - (ii) more than four (4) hours on a Saturday, Sunday or rostered day off;shall be provided with an adequate meal at the Employer's expense or paid a meal allowance of \$12.80 in lieu of the provision of such a meal.
- c) Before commencing the overtime mentioned in clauses 2.2.12(a)(i) and 2.2.12(b)(i) the Employee shall be entitled to take a 30 minute unpaid meal break.

- d) Where the Employer requires the Employee to continue working for a further four (4) hours of continuous overtime work in either of the situations mentioned in clauses 2.2.12(a) or (b), the Employee will be entitled to a 30 minute meal break and either provided with an adequate meal at the Employer's expense or paid an additional meal allowance of \$12.80.
- e) Where an Employee has been given notice to work overtime on the previous working day or prior thereto, and has brought to work a prepared meal and such overtime is cancelled, the Employee shall be paid a meal allowance of \$12.80 for such prepared meal.

2.2.13 Tool allowances

- a) The following tool allowances shall be paid in addition to the ordinary hourly rates for the tradespersons set out hereunder who supply and use their own tools:

	Per Week \$
Carpenter and/or Joiner	26.25
Plumber and Gasfitter	26.25
Plasterer and Tiler	21.65
Engineering Tradesperson	21.65
Electrical Tradesperson	21.65
Bricklayer	18.60
Stonemason	18.60*
Waterproofer	10.20
Signwriter, Painter, Glazier	6.50
Licensed Drainer	6.50

* Payable only when on site

- b) These allowances shall not be paid while the Employee is absent on annual leave.

2.2.14 Trailer allowance

- a) Employees driving a motor vehicle to which a light trailer is attached (i.e. where the loaded mass of the trailer does not require the vehicle and trailer to be considered as a Gross Combination Mass - GCM) shall be paid an extra \$3.28 per day.
- b) The extra payment prescribed in clause 2.2.14 shall not apply to Employees driving articulated vehicles or machinery floats and/or low loaders.
- c) The term trailer does not include - caravans, compressors, concrete mixers, welding plants and road brooms.

2.2.15 Truck crane or straddle unloader allowance

An Employee required to operate a truck crane or straddle unloader shall be paid an extra \$3.28 per day.

2.2.16 Uniforms and laundry allowance

- a) Where Employees are required to wear a uniform or any other distinctive type of clothing, such uniform or clothing shall be supplied, maintained, and laundered at the Employer's expense and shall remain the property of the Employer.
- b) Where uniforms or clothing are not supplied or laundered by the Employer as required by clause 2.2.16(a) the following allowances shall be paid:
 - (i) Employees who supply their own uniforms or clothing shall receive an allowance at the rate of \$156.00 per annum which shall be paid on a pro rata basis each pay day;
 - (ii) Employees required to launder their own uniforms or clothing shall be paid an extra \$1.85 per week.

2.2.17 Working in water allowance

Employees who are required to work in water to a depth exceeding 750mm shall be paid an extra \$1.93 per hour, with a minimum payment of \$3.86.

2.2.18 Work in the rain allowance

- a) Where an Employee is required to perform work in the rain and by so doing gets clothing wet the Employee shall be paid double rates for all work so performed. Such payment shall continue until the Employee finishes work or until the clothing dries or is able to be changed, whichever is earlier.
- b) An Employee entitled to an additional payment pursuant to clause 2.2.18(a) shall not be entitled to any additional payments prescribed by clause 2.2.17.
- c) This clause shall not apply to rubbish and sanitary Employees in receipt of the allowance prescribed in clause 2.2.6.

2.2.19 Adjustment of allowances

- a) Other than the expense related allowances at clauses 2.2.10, 2.2.12 and 2.2.16 and the Council specific rates at clause 2.2.2 and 2.2.6(b), respectively, all other allowances specified in clause 2.2 will be automatically increased from the same date and in the same manner as such monetary allowances are adjusted in any State Wage Case decision or other decision of the commission adjusting minimum wage rates in the Award. The rates applicable to clause 2.2.2 and 2.2.6(b) are the Council specific rates and are adjusted through negotiation at the commencement of each new Agreement.
- b) Also at the time of any adjustment to the wage rates, expense related allowances at clauses 2.2.10, 2.2.12, and 2.2.16, respectively will be automatically increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- c) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

Allowance	Applicable Consumer Price Index figure
Overtime meal allowance	Take-away and fast foods sub-group
Uniforms and laundry allowance	Clothing and footwear group
Motor vehicle allowance	Private motoring sub-group

2.3 Employee classifications

- 2.3.1 Employee classification levels are provided for in the relevant Award.
- 2.3.2 Schedule 3 translates wage levels of Administrative Employees who were employed subsequent to the commencement of EBA3, to the relevant commencement classification/salary point based on length of service outlined in Schedule 2 of this Agreement.
- 2.3.3 Schedule 5 translates classification levels that are provided for under the relevant Award to the relevant Wage Rate outlined in Schedule 4 of this Agreement.

2.4 Wage and salary increases

- 2.4.1 The rates of pay provided for in this Agreement include the administrative wage increase of 2% paid on 25 October 2018 and backdated to 1 July 2018.
- 2.4.2 This Agreement provides for increases to the rates of pay annually on the basis of:
 - a) 2.25 % or CPI (whichever is greater) from 1 July 2019;
 - b) 2.25 % or CPI (whichever is greater) from 1 July 2020;
 - c) 2.25 % or CPI (whichever is greater) from 1 July 2021;
- 2.4.3 These wage and salary increases have been incorporated into Schedule 1, 2, and 4 on the basis of the stated percentage increases. Adjustment will be required should CPI be greater than the stated increase.

2.5 Sign-on Bonus

- 2.5.1 The Council agrees to pay a sign-on bonus of \$1,000.00 following certification of this Agreement to Employees who are:
 - a) Covered by this Agreement; and
 - b) Employed as at the date of certification of this Agreement.
- 2.5.2 Part-time Employees will receive a pro rata sign-on bonus based upon their full-time equivalent employment status as at the date of certification of this Agreement.
- 2.5.3 Casual Employees will receive a pro rata sign-on bonus based upon the average hours worked by that casual Employee in the preceding 12 months prior to the date of certification of this Agreement. However, if the casual Employee has been employed on a casual basis for a period less than 12 months prior to the date of certification of this Agreement, the pro rata sign-on bonus will be calculated based on their average hours of work over the period of their employment.
- 2.5.4 The sign on bonus will be paid as a once off as soon as practical following the date of operation of the Agreement and will not form part of future Agreements.

2.6 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.

2.7 Salary packaging

- 2.7.1 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.
- 2.7.2 Employees are advised to seek independent financial advice before entering into a salary packaging arrangement.

2.8 On-call arrangements

The on-call arrangements set out in Schedule 6 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 6.

2.9 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.

2.10 Career progression

Any Employee referred to in clause 2.1.1 who:

- a) was employed by the Council prior to the commencement of EBA3; and
- b) is offered (and accepts) a promotion to a higher position, 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 be paid at the rate of pay applicable to that position pursuant to Schedule 1.

2.11 Salary Increments

Administrative Employees who were employed subsequent to the commencement of EBA3, will commence salary increments in accordance with Division 2, Section 1, clause 12.2 of the *Queensland Local Government Industry (Stream A) Award – State 2017* as at the commencement of EBA4.

2.12 Incremental changes to Employee classifications

- a) Administrative Employees who were employed prior to the commencement of EBA3, 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.

2.13 Maximum term conversion

- 2.13.1 A maximum-term Employee who has worked a period of more than two (2) years in a single position can request to have their employment converted to permanent full-time or part-time employment if it is reasonably expected that their employment will continue whilst taking into account the following factors:
- a) Business needs specific to work areas;
 - b) Continued acceptable performance;
 - c) Likelihood of ongoing funding available for the position; and
 - d) Legislative requirements pertinent to particular business areas.
- 2.13.2 Unless otherwise agreed maximum-term employment conversion to either permanent full-time or part-time will be based on the average hours worked over the period of employment taking into consideration the business needs and workforce composition.
- 2.13.3 A maximum-term Employee must not be disengaged and re-engaged to avoid any obligation in relation to this subclause.

Part 3 : Hours of work and overtime

3.1 Nine (9) day fortnight arrangement

3.1.1 A Nine (9) Day Fortnight arrangement as described in Schedule 7 forms part of EBA4.

3.2 Overtime

Subject to Schedule 6, Schedule 7, and clause 4.1.5 of this Agreement:

3.2.1 overtime will be compensated for in accordance with the relevant Award; and

3.2.2 Time Off In Lieu (TOIL) of overtime will not be available to any Employee with the exception of Administrative Employees where local workgroup arrangements are in place. These local workgroup arrangements may exist where flexible working arrangements can be of mutual benefit to Employees, Council and service delivery to the community. To this end, TOIL may apply through local workgroup arrangements in accordance with the following conditions:

- a) Where the Manager and Employee agree the overtime worked can accrue as TOIL at the rate of time for time and be taken at a later date within the same pay period as TOIL (eg. three (3) hours overtime accrues as three (3) hours TOIL and the overtime penalty rate does not apply).
- b) The working and taking of TOIL must be agreed in advance between the Employee and their Manager.
- c) The taking of TOIL should be within two (2) weeks of the time being worked.
- d) Managers are responsible for managing TOIL and associated record keeping in their own work areas.

3.3 Consecutive hours off duty after overtime on a Sunday

3.3.1 An Employee who is required to work overtime during or following a Sunday, rostered day off or public holiday for a period in excess of two (2) hours any part of which falls between 8:30pm and 3:00am, on a night preceding the performance of ordinary duty, must have ten (10) consecutive hours break between the termination of that overtime and the commencement of ordinary duty.

3.3.2 If on the instructions of the Council such an Employee resumes or continues work without having had such ten (10) consecutive hours off duty, they shall be paid double rates until they are released from duty for such period and they shall be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Part 4 : Leave

4.1 Annual leave

4.1.1 Payment of annual leave loading

Annual leave loading at the rate prescribed in the relevant 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 leave (up to a maximum of two (2) additional weeks leave in any 12 month period).
- b) The price of purchased 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 leave will be deducted from the Employee's fortnightly salary over a maximum of a 12 month period (Repayment Period). The deduction will be calculated by dividing the cost of the purchased leave over the Repayment Period.
- d) Where additional 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 leave purchased under this clause 4.1.2 must be taken within 12 months of the date in which it is purchased. Should any purchased 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 the 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 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 the 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 Subject to clause 4.2.2 and 4.2.3, Employees' entitlement to take personal leave (including sick, carer's, bereavement and compassionate leave) is contained in the relevant Award.

4.2.2 Entitlement

- a) 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
- b) 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.
- c) Part-time Employees will accrue leave on a pro-rata basis of full-time Employees undertaking the same type of work.

4.2.3 Evidence supporting a claim

- a) The parties agree that the intention of this clause is about supporting Employees covered by this Agreement.
- b) An Employee may be required to provide evidence of the illness to the Employer's satisfaction. When the Employee's absence is for more than two (2) days the Employee is required to give the Employer a doctor's certificate, or other reasonably acceptable evidence to the Employer's satisfaction, about the nature and approximate duration of the illness.
- c) In cases where an Employee's record of attendance at work deteriorates to a point where it can be deemed to be unsatisfactory, the Employer may introduce a system whereby the Employee will be required to produce satisfactory evidence, which may include a doctor's certificate before payment of any personal leave is made for a period of up to 12 months.

4.2.4 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.

4.2.5 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*).

4.3 Long service leave

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

4.3.2 Entitlement

- a) 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.
- b) An Employee with more than seven (7) years continuous service may access their pro-rata long service leave entitlements.
- c) 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.

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.

4.5 Special natural disaster leave

- 4.5.1 Special natural disaster leave is available to Employees under the following conditions and/or circumstances upon the Declaration of a Disaster Situation:
 - a) Where an Employee is prevented from travelling from their place of residence to their usual place of employment due to such disaster where it would threaten the safety of the Employee if they were to attempt to attend work by either their usual, or some other reasonably available means of transport and it is not reasonable for the Employee to attend for duty at another Council depot or office; or
 - b) Where the Employee has a genuine domestic necessity that requires them to either remain at or return to their home, to prepare, protect or remove belongings etc from a personal dwelling or place of residence that may reasonably be affected by the disaster; or to another residence or premises to protect the safety of the Employee's immediate family due to such disaster; or
 - c) Where the Employee must leave work early due to the likelihood that their normal mode of transport from work would likely be discontinued due to such disaster; or
 - d) To make or organise temporary repairs, or to clean up etc the Employee's personal dwelling that has been directly damaged as a result of such disaster; and
 - e) The Employee has advised as soon as reasonably practicable, their supervisor of the circumstances.
- 4.5.2 An Employee who is eligible for special natural disaster leave shall be allowed up to five (5) days paid special natural disaster leave per calendar year (non cumulative), with access to a maximum of three (3) days leave per declared disaster situation.
- 4.5.3 Special natural disaster leave is separate to all other paid leave entitlements and as such will not be deducted from annual leave, personal leave or any other paid leave entitlements available to eligible Employees.
- 4.5.4 Special natural disaster leave may not be substituted for other approved leave or where an Employee is eligible to be paid under an existing leave entitlement (eg. sick leave / carer's leave).
- 4.5.5 Where due to an Employee's circumstances they are required to return home due to a non-declared disaster situation, the Employee must seek approval to leave work and if approved, will be eligible to access any accrued leave balance (including RDO's) excluding personal leave (unless an emergency as defined by the Award) or unpaid leave.

4.6 Domestic and family violence leave

All Parties to this agreement are committed to providing appropriate safety and support measures to those affected by domestic and family violence. All Employees are entitled take domestic and family violence leave in accordance with the QES as at the date of the certification of this Agreement.

4.7 Cultural leave

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

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) The rehabilitation advisor will review any restrictions and/or limitations as detailed in the doctor's certificate or other information provided by the Employee or the Employee's treating doctor to assess:
 - i) the risk to the safety of the Employee, co-workers, and/or members of the public; and
 - ii) the risk of aggravation to the injury; and
 - iii) the availability of reasonable adjustments and/or suitable duties.
- e) The Employer will take all reasonable steps to ensure a reasonable adjustment can be made to ensure the Employee can return to work. The Employee will be unable to attend work until the condition has improved to a point where the Employee can safely return with either available suitable duties or a full medical clearance. The Employee may access personal (sick) leave, unpaid sick leave, or any other accrued leave balances (including RDO's) for the period of absence.
- f) 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.
- g) 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.
- h) The medical review may be undertaken to determine the Employees:
 - 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 the Council will discuss options including, voluntary medical separation and cessation of employment with the Employee and their union where appropriate.

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 : Miscellaneous provisions

6.1 Ongoing role of the Moreton Employment Group (MEG)

- 6.1.1 The membership of the MEG shall consist of management and Unions.
- 6.1.2 Membership will be reviewed on an annual basis and will be based on mutual agreement.
- 6.1.3 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.
- 6.1.4 Meetings are to be held on a quarterly basis.

6.2 Employment security

- 6.2.1 The Council recognises that Employees value secure employment, safe working conditions and competitive pay and conditions. Employees and their unions recognise that the Council must operate within the community expectations as determined by their elected Councillors, State laws, available funds and budgeted priorities, and the terms of EBA4. The parties agree that the best way to provide ongoing security of employment in the Council is for managers and Employees to deliver the services and infrastructure required by the community as efficiently and effectively as possible.
- 6.2.2 The parties agree the use of contingent employment arrangements are not the preferred method of delivery of services.
- 6.2.3 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.

6.3 Dispute resolution

6.3.1 Prevention and settlement of disputes - Award matters

- a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by the relevant Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- c) In the event of any disagreement between the parties as to the interpretation or implementation of the relevant Award, the following procedures shall apply:

- i) the matter is to be discussed by the Employee's union representative and/or the Employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond seven (7) days;
 - ii) if the matter is not resolved as per clause 7.1(c)(i), it shall be referred by the union representative and/or the Employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond seven (7) days;
 - iii) if the matter remains unresolved it may be referred to the Employer for discussion and appropriate action. This process should not exceed 14 days;
 - iv) if the matter is not resolved then it may be referred by either party to the Commission.
- d) Nothing contained in this procedure shall prevent unions or the Employer from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

6.3.2 Prevention and settlement of disputes - other than Award matters

- a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- b) The following procedure applies to all industrial matters within the meaning of the Act:
 - Stage 1:** In the first instance the Employee shall inform such Employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an Employee may exercise the right to consult such Employee's union representative during the course of Stage 1.
 - Stage 2:** If the grievance remains unresolved, the Employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The Employee may exercise the right to consult or be represented by such Employee's representative during the course of Stage 2.
 - Stage 3:** If the grievance is still unresolved, the manager will advise the Employer and the aggrieved Employee may submit the matter in writing to the Employer if such Employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.
- c) The Employer shall ensure that:
 - i) the aggrieved Employee or such Employee's union representative has the opportunity to present all aspects of the grievance; and
 - ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- d) The Employer may appoint another person to investigate the grievance or dispute. The Employer may consult with the employee representative in appointing an investigator. The appointed person shall be other than the Employee's supervisor or manager.
- e) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. The Employer shall advise the Employee initiating the grievance, the Employee's union representative and any other Employee directly concerned of the determinations made as a result of the investigation of the grievance.
- f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
 - Stage 1:** Discussions should take place between the Employee and such Employee's supervisor within 24 hours and the procedure shall not extend beyond seven (7) days.
 - Stage 2:** Not to exceed seven (7) days.
 - Stage 3:** Not to exceed 14 days.
- g) If the grievance or dispute is not settled the matter may be referred to the Commission by the Employee or the union.
- h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- i) Where the grievance involves allegations of sexual harassment an Employee should commence the procedure at Stage 3.

6.4 Recruitment and selection

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

6.5 Employee assistance and counselling

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

6.6 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.

6.7 Employees Home Work Location

- 6.7.1 All Employees will be assigned to a home location as their usual place of work. During the life of the Agreement, Council is committed to maintain Employees' usual place of work.
- 6.7.2 Notwithstanding the above, Council reserves the right to review work locations to meet business and service delivery needs and make appropriate strategic business decisions as a result of such a review.

6.8 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 8.

6.9 Trade union training leave

Employees' entitlement to take trade union training leave is contained within the relevant Award.

6.10 Positive employment relations

- 6.10.1 The 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.
- 6.10.2 The 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.

6.11 Union Industrial Officers, Union Delegates & Employee Representatives

- 6.11.1 The 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 the Council will not hinder accredited delegates in the reasonable and responsible performances of their duties.
- 6.11.2 Union delegates will have access to the Council email system, telephones, printers and photocopiers in accordance with the Council Policies, Code of Conduct and guidelines that can be considered to be reasonable and cost effective to the Council.
- 6.11.3 Accredited delegates shall have access to the Council communication systems to communicate with Employees.
- 6.11.4 Where information is to be disseminated to all Employees, or to a group of Employees 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, the Council's email system may be used.
- 6.11.5 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. The Council's email system may be used for circulating messages in these instances, on a selective basis to union members only.
- 6.11.6 Authorised Union Industrial Officers will have access to meeting rooms in the Council buildings to undertake meetings, investigate concerns or interview members in accordance with Section 352 of the Act.
- 6.11.7 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.

6.12 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 Employees 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 6.12(a) is provided in lieu of any first aid allowance payable, such that any Employee who carries out first aid attendant duties will not be entitled to such an allowance.

6.13 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 – Administrative Employees who were employed prior to the commencement of EBA3
Schedule 2:	Wages – Administrative Employees who were employed subsequent to the commencement of EBA3
Schedule 3:	Explanatory table – translation of classifications for Administrative Employees who were employed subsequent to the commencement of EBA3
Schedule 4:	Wages – All other Employees
Schedule 5:	Explanatory table – translation of employee classifications
Schedule 6:	On-Call Arrangements
Schedule 7:	Nine (9) day fortnight
Schedule 8:	Managing Organisational Change

Schedule 1 : Wages – Administrative Employees who were employed prior to the commencement of EBA3

	1/07/2018			1/07/2019		
	Incorporates 2.0% Administrative Increase			Percentage increase to be applied: 2.25% or CPI, whichever is greater		
Classification/ Salary Point	Base Annual	Base Weekly	Base Hourly	Base Annual	Base Weekly	Base Hourly
1.1	\$ 54,626	\$ 1,050.50	\$ 28.98	\$ 55,855	\$ 1,074.14	\$ 29.63
1.2	\$ 55,368	\$ 1,064.77	\$ 29.37	\$ 56,614	\$ 1,088.73	\$ 30.03
1.3	\$ 56,275	\$ 1,082.21	\$ 29.85	\$ 57,541	\$ 1,106.56	\$ 30.53
1.4	\$ 57,416	\$ 1,104.15	\$ 30.46	\$ 58,708	\$ 1,129.00	\$ 31.14
1.5	\$ 58,706	\$ 1,128.96	\$ 31.14	\$ 60,027	\$ 1,154.36	\$ 31.84
1.6	\$ 59,842	\$ 1,150.81	\$ 31.75	\$ 61,188	\$ 1,176.70	\$ 32.46
2.1	\$ 61,048	\$ 1,174.00	\$ 32.39	\$ 62,422	\$ 1,200.42	\$ 33.11
2.2	\$ 62,240	\$ 1,196.92	\$ 33.02	\$ 63,640	\$ 1,223.85	\$ 33.76
2.3	\$ 63,483	\$ 1,220.83	\$ 33.68	\$ 64,911	\$ 1,248.30	\$ 34.44
2.4	\$ 64,971	\$ 1,249.44	\$ 34.47	\$ 66,433	\$ 1,277.55	\$ 35.24
3.1	\$ 66,484	\$ 1,278.54	\$ 35.27	\$ 67,980	\$ 1,307.31	\$ 36.06
3.2	\$ 67,995	\$ 1,307.60	\$ 36.07	\$ 69,525	\$ 1,337.02	\$ 36.88
3.3	\$ 69,510	\$ 1,336.73	\$ 36.88	\$ 71,074	\$ 1,366.81	\$ 37.71
3.4	\$ 71,025	\$ 1,365.87	\$ 37.68	\$ 72,623	\$ 1,396.60	\$ 38.53
4.1	\$ 72,543	\$ 1,395.06	\$ 38.48	\$ 74,175	\$ 1,426.45	\$ 39.35
4.2	\$ 74,089	\$ 1,424.79	\$ 39.30	\$ 75,756	\$ 1,456.85	\$ 40.19
4.3	\$ 75,669	\$ 1,455.17	\$ 40.14	\$ 77,372	\$ 1,487.91	\$ 41.05
4.4	\$ 77,273	\$ 1,486.02	\$ 40.99	\$ 79,012	\$ 1,519.45	\$ 41.92
5.1	\$ 78,894	\$ 1,517.19	\$ 41.85	\$ 80,669	\$ 1,551.33	\$ 42.80
5.2	\$ 80,545	\$ 1,548.94	\$ 42.73	\$ 82,357	\$ 1,583.79	\$ 43.69
5.3	\$ 82,239	\$ 1,581.52	\$ 43.63	\$ 84,089	\$ 1,617.10	\$ 44.61
6.1	\$ 85,132	\$ 1,637.15	\$ 45.16	\$ 87,047	\$ 1,673.99	\$ 46.18
6.2	\$ 88,053	\$ 1,693.33	\$ 46.71	\$ 90,034	\$ 1,731.43	\$ 47.76
6.3	\$ 90,976	\$ 1,749.54	\$ 48.26	\$ 93,023	\$ 1,788.90	\$ 49.35
7.1	\$ 93,899	\$ 1,805.75	\$ 49.81	\$ 96,012	\$ 1,846.38	\$ 50.93
7.2	\$ 96,825	\$ 1,862.02	\$ 51.37	\$ 99,004	\$ 1,903.91	\$ 52.52
7.3	\$ 99,747	\$ 1,918.21	\$ 52.92	\$ 101,991	\$ 1,961.37	\$ 54.11
8.1	\$ 103,255	\$ 1,985.67	\$ 54.78	\$ 105,578	\$ 2,030.35	\$ 56.01
8.2	\$ 106,765	\$ 2,053.17	\$ 56.64	\$ 109,167	\$ 2,099.37	\$ 57.91
8.3	\$ 110,267	\$ 2,120.52	\$ 58.50	\$ 112,748	\$ 2,168.23	\$ 59.81
8.4	\$ 113,558	\$ 2,183.81	\$ 60.24	\$ 116,113	\$ 2,232.94	\$ 61.60
8.5	\$ 116,852	\$ 2,247.15	\$ 61.99	\$ 119,481	\$ 2,297.71	\$ 63.39

Schedule 1 continued

	1/07/2020			1/07/2021		
	Percentage increase to be applied: 2.25% or CPI, whichever is greater			Percentage increase to be applied: 2.25% or CPI, whichever is greater		
Classification/ Salary Point	Base Annual	Base Weekly	Base Hourly	Base Annual	Base Weekly	Base Hourly
1.1	\$ 57,112	\$ 1,098.30	\$ 30.30	\$ 58,397	\$ 1,123.02	\$ 30.98
1.2	\$ 57,888	\$ 1,113.22	\$ 30.71	\$ 59,190	\$ 1,138.27	\$ 31.40
1.3	\$ 58,836	\$ 1,131.46	\$ 31.21	\$ 60,160	\$ 1,156.92	\$ 31.91
1.4	\$ 60,029	\$ 1,154.40	\$ 31.85	\$ 61,379	\$ 1,180.37	\$ 32.56
1.5	\$ 61,377	\$ 1,180.34	\$ 32.56	\$ 62,758	\$ 1,206.89	\$ 33.29
1.6	\$ 62,565	\$ 1,203.18	\$ 33.19	\$ 63,973	\$ 1,230.25	\$ 33.94
2.1	\$ 63,826	\$ 1,227.42	\$ 33.86	\$ 65,262	\$ 1,255.04	\$ 34.62
2.2	\$ 65,072	\$ 1,251.39	\$ 34.52	\$ 66,536	\$ 1,279.55	\$ 35.30
2.3	\$ 66,372	\$ 1,276.38	\$ 35.21	\$ 67,865	\$ 1,305.10	\$ 36.00
2.4	\$ 67,928	\$ 1,306.30	\$ 36.04	\$ 69,456	\$ 1,335.69	\$ 36.85
3.1	\$ 69,509	\$ 1,336.72	\$ 36.88	\$ 71,073	\$ 1,366.80	\$ 37.70
3.2	\$ 71,089	\$ 1,367.10	\$ 37.71	\$ 72,689	\$ 1,397.86	\$ 38.56
3.3	\$ 72,673	\$ 1,397.56	\$ 38.55	\$ 74,308	\$ 1,429.01	\$ 39.42
3.4	\$ 74,257	\$ 1,428.02	\$ 39.39	\$ 75,928	\$ 1,460.15	\$ 40.28
4.1	\$ 75,844	\$ 1,458.54	\$ 40.24	\$ 77,551	\$ 1,491.36	\$ 41.14
4.2	\$ 77,461	\$ 1,489.63	\$ 41.09	\$ 79,203	\$ 1,523.14	\$ 42.02
4.3	\$ 79,112	\$ 1,521.39	\$ 41.97	\$ 80,892	\$ 1,555.62	\$ 42.91
4.4	\$ 80,789	\$ 1,553.64	\$ 42.86	\$ 82,607	\$ 1,588.60	\$ 43.82
5.1	\$ 82,484	\$ 1,586.23	\$ 43.76	\$ 84,340	\$ 1,621.92	\$ 44.74
5.2	\$ 84,210	\$ 1,619.43	\$ 44.67	\$ 86,105	\$ 1,655.87	\$ 45.68
5.3	\$ 85,981	\$ 1,653.49	\$ 45.61	\$ 87,916	\$ 1,690.69	\$ 46.64
6.1	\$ 89,006	\$ 1,711.65	\$ 47.22	\$ 91,009	\$ 1,750.17	\$ 48.28
6.2	\$ 92,060	\$ 1,770.38	\$ 48.84	\$ 94,131	\$ 1,810.22	\$ 49.94
6.3	\$ 95,116	\$ 1,829.15	\$ 50.46	\$ 97,256	\$ 1,870.31	\$ 51.59
7.1	\$ 98,172	\$ 1,887.92	\$ 52.08	\$ 100,381	\$ 1,930.40	\$ 53.25
7.2	\$ 101,231	\$ 1,946.75	\$ 53.70	\$ 103,509	\$ 1,990.55	\$ 54.91
7.3	\$ 104,286	\$ 2,005.50	\$ 55.32	\$ 106,633	\$ 2,050.63	\$ 56.57
8.1	\$ 107,954	\$ 2,076.03	\$ 57.27	\$ 110,383	\$ 2,122.74	\$ 58.56
8.2	\$ 111,623	\$ 2,146.61	\$ 59.22	\$ 114,135	\$ 2,194.90	\$ 60.55
8.3	\$ 115,285	\$ 2,217.02	\$ 61.16	\$ 117,879	\$ 2,266.90	\$ 62.54
8.4	\$ 118,726	\$ 2,283.18	\$ 62.98	\$ 121,397	\$ 2,334.56	\$ 64.40
8.5	\$ 122,169	\$ 2,349.41	\$ 64.81	\$ 124,918	\$ 2,402.28	\$ 66.27

Schedule 2 : Wages – Administrative Employees who were employed subsequent to the commencement of EBA3

	1/07/2018			1/07/2019		
	Incorporates 2.0% Administrative Increase			Percentage increase to be applied: 2.25% or CPI, whichever is greater		
Classification/ Salary Point	Base Annual	Base Weekly	Base Hourly	Base Annual	Base Weekly	Base Hourly
1.1	\$ 51,824	\$ 996.62	\$ 27.49	\$ 54,188	\$ 1,042.08	\$ 28.75
1.2	\$ 53,187	\$ 1,022.83	\$ 28.22	\$ 55,316	\$ 1,063.78	\$ 29.35
1.3	\$ 54,730	\$ 1,052.50	\$ 29.03	\$ 56,622	\$ 1,088.89	\$ 30.04
1.4	\$ 54,730	\$ 1,052.50	\$ 29.03	\$ 57,110	\$ 1,098.27	\$ 30.30
1.5	\$ 55,519	\$ 1,067.67	\$ 29.45	\$ 58,131	\$ 1,117.90	\$ 30.84
1.6	\$ 56,152	\$ 1,079.85	\$ 29.79	\$ 58,993	\$ 1,134.49	\$ 31.30
2.1	\$ 57,775	\$ 1,111.06	\$ 30.65	\$ 60,475	\$ 1,162.97	\$ 32.08
2.2	\$ 59,528	\$ 1,144.77	\$ 31.58	\$ 62,027	\$ 1,192.83	\$ 32.91
2.3	\$ 61,194	\$ 1,176.81	\$ 32.46	\$ 63,550	\$ 1,222.11	\$ 33.71
2.4	\$ 61,194	\$ 1,176.81	\$ 32.46	\$ 64,186	\$ 1,234.35	\$ 34.05
3.1	\$ 62,884	\$ 1,209.31	\$ 33.36	\$ 65,838	\$ 1,266.12	\$ 34.93
3.2	\$ 62,884	\$ 1,209.31	\$ 33.36	\$ 66,484	\$ 1,278.55	\$ 35.27
3.3	\$ 64,884	\$ 1,247.77	\$ 34.42	\$ 68,322	\$ 1,313.89	\$ 36.25
3.4	\$ 64,884	\$ 1,247.77	\$ 34.42	\$ 68,970	\$ 1,326.34	\$ 36.59
4.1	\$ 72,543	\$ 1,395.06	\$ 38.48	\$ 74,175	\$ 1,426.45	\$ 39.35
4.2	\$ 74,089	\$ 1,424.79	\$ 39.30	\$ 75,756	\$ 1,456.85	\$ 40.19
4.3	\$ 75,669	\$ 1,455.17	\$ 40.14	\$ 77,372	\$ 1,487.91	\$ 41.05
4.4	\$ 77,273	\$ 1,486.02	\$ 40.99	\$ 79,012	\$ 1,519.45	\$ 41.92
5.1	\$ 78,894	\$ 1,517.19	\$ 41.85	\$ 80,669	\$ 1,551.33	\$ 42.80
5.2	\$ 80,545	\$ 1,548.94	\$ 42.73	\$ 82,357	\$ 1,583.79	\$ 43.69
5.3	\$ 82,239	\$ 1,581.52	\$ 43.63	\$ 84,089	\$ 1,617.10	\$ 44.61
6.1	\$ 85,132	\$ 1,637.15	\$ 45.16	\$ 87,047	\$ 1,673.99	\$ 46.18
6.2	\$ 88,053	\$ 1,693.33	\$ 46.71	\$ 90,034	\$ 1,731.43	\$ 47.76
6.3	\$ 90,976	\$ 1,749.54	\$ 48.26	\$ 93,023	\$ 1,788.90	\$ 49.35
7.1	\$ 93,899	\$ 1,805.75	\$ 49.81	\$ 96,012	\$ 1,846.38	\$ 50.93
7.2	\$ 96,825	\$ 1,862.02	\$ 51.37	\$ 99,004	\$ 1,903.91	\$ 52.52
7.3	\$ 99,747	\$ 1,918.21	\$ 52.92	\$ 101,991	\$ 1,961.37	\$ 54.11
8.1	\$ 103,255	\$ 1,985.67	\$ 54.78	\$ 105,578	\$ 2,030.35	\$ 56.01
8.2	\$ 106,765	\$ 2,053.17	\$ 56.64	\$ 109,167	\$ 2,099.37	\$ 57.91
8.3	\$ 110,267	\$ 2,120.52	\$ 58.50	\$ 112,748	\$ 2,168.23	\$ 59.81
8.4	\$ 113,558	\$ 2,183.81	\$ 60.24	\$ 116,113	\$ 2,232.94	\$ 61.60
8.5	\$ 116,852	\$ 2,247.15	\$ 61.99	\$ 119,481	\$ 2,297.71	\$ 63.39

Schedule 2 continued

	1/07/2020			1/07/2021		
	Percentage increase to be applied: 2.25% or CPI, whichever is greater			Percentage increase to be applied: 2.25% or CPI, whichever is greater		
Classification/ Salary Point	Base Annual	Base Weekly	Base Hourly	Base Annual	Base Weekly	Base Hourly
1.1	\$ 56,279	\$ 1,082.29	\$ 29.86	\$ 58,397	\$ 1,123.02	\$ 30.98
1.2	\$ 57,239	\$ 1,100.76	\$ 30.37	\$ 59,190	\$ 1,138.27	\$ 31.40
1.3	\$ 58,377	\$ 1,122.63	\$ 30.97	\$ 60,160	\$ 1,156.92	\$ 31.91
1.4	\$ 59,231	\$ 1,139.05	\$ 31.42	\$ 61,379	\$ 1,180.37	\$ 32.56
1.5	\$ 60,430	\$ 1,162.12	\$ 32.06	\$ 62,758	\$ 1,206.89	\$ 33.29
1.6	\$ 61,469	\$ 1,182.09	\$ 32.61	\$ 63,973	\$ 1,230.25	\$ 33.94
2.1	\$ 62,853	\$ 1,208.72	\$ 33.34	\$ 65,262	\$ 1,255.04	\$ 34.62
2.2	\$ 64,266	\$ 1,235.89	\$ 34.09	\$ 66,536	\$ 1,279.55	\$ 35.30
2.3	\$ 65,692	\$ 1,263.30	\$ 34.85	\$ 67,865	\$ 1,305.10	\$ 36.00
2.4	\$ 66,805	\$ 1,284.71	\$ 35.44	\$ 69,456	\$ 1,335.69	\$ 36.85
3.1	\$ 68,440	\$ 1,316.15	\$ 36.31	\$ 71,073	\$ 1,366.80	\$ 37.70
3.2	\$ 69,570	\$ 1,337.89	\$ 36.91	\$ 72,689	\$ 1,397.86	\$ 38.56
3.3	\$ 71,298	\$ 1,371.12	\$ 37.82	\$ 74,308	\$ 1,429.01	\$ 39.42
3.4	\$ 72,432	\$ 1,392.92	\$ 38.43	\$ 75,928	\$ 1,460.15	\$ 40.28
4.1	\$ 75,844	\$ 1,458.54	\$ 40.24	\$ 77,551	\$ 1,491.36	\$ 41.14
4.2	\$ 77,461	\$ 1,489.63	\$ 41.09	\$ 79,203	\$ 1,523.14	\$ 42.02
4.3	\$ 79,112	\$ 1,521.39	\$ 41.97	\$ 80,892	\$ 1,555.62	\$ 42.91
4.4	\$ 80,789	\$ 1,553.64	\$ 42.86	\$ 82,607	\$ 1,588.60	\$ 43.82
5.1	\$ 82,484	\$ 1,586.23	\$ 43.76	\$ 84,340	\$ 1,621.92	\$ 44.74
5.2	\$ 84,210	\$ 1,619.43	\$ 44.67	\$ 86,105	\$ 1,655.87	\$ 45.68
5.3	\$ 85,981	\$ 1,653.49	\$ 45.61	\$ 87,916	\$ 1,690.69	\$ 46.64
6.1	\$ 89,006	\$ 1,711.65	\$ 47.22	\$ 91,009	\$ 1,750.17	\$ 48.28
6.2	\$ 92,060	\$ 1,770.38	\$ 48.84	\$ 94,131	\$ 1,810.22	\$ 49.94
6.3	\$ 95,116	\$ 1,829.15	\$ 50.46	\$ 97,256	\$ 1,870.31	\$ 51.59
7.1	\$ 98,172	\$ 1,887.92	\$ 52.08	\$ 100,381	\$ 1,930.40	\$ 53.25
7.2	\$ 101,231	\$ 1,946.75	\$ 53.70	\$ 103,509	\$ 1,990.55	\$ 54.91
7.3	\$ 104,286	\$ 2,005.50	\$ 55.32	\$ 106,633	\$ 2,050.63	\$ 56.57
8.1	\$ 107,954	\$ 2,076.03	\$ 57.27	\$ 110,383	\$ 2,122.74	\$ 58.56
8.2	\$ 111,623	\$ 2,146.61	\$ 59.22	\$ 114,135	\$ 2,194.90	\$ 60.55
8.3	\$ 115,285	\$ 2,217.02	\$ 61.16	\$ 117,879	\$ 2,266.90	\$ 62.54
8.4	\$ 118,726	\$ 2,283.18	\$ 62.98	\$ 121,397	\$ 2,334.56	\$ 64.40
8.5	\$ 122,169	\$ 2,349.41	\$ 64.81	\$ 124,918	\$ 2,402.28	\$ 66.27

Schedule 3 : Explanatory Table – translation of classifications for Administrative Employees who commenced subsequent to the commencement of EBA3

Employee's Wage Level on Commencement of EBA4	Commencing Classification/ Salary Point in Schedule 2
Wage Level 1	1.1
Wage Level 2	1.2
<i>Employee with 1-2 years' service at Wage Level 1</i>	
<i>Employee with 3+ years' service at Wage Level 1</i>	1.3
Wage Level 3	1.4
Wage Level 4	1.5
Wage Level 5	1.6
Wage Level 6	2.1
Wage Level 7	2.2
<i>Employee with 1-2 years' service at Wage Level 6</i>	
<i>Employee with 3+ years' service at Wage Level 6</i>	2.3
Wage Level 8	2.4
Wage Level 9	3.1
<i>Employee with 1-2 years' service at Wage Level 9</i>	3.2
<i>Employee with 3+ years' service at Wage Level 9</i>	3.3
Wage Level 10	3.4
Wage Level 11	4.1
Wage Level 12	4.2
<i>Employee with 1-2 years' service at Wage Level 11</i>	
<i>Employee with 3+ years' service at Wage Level 11</i>	4.3
Wage Level 13	4.4
Wage Level 14	5.1
<i>Employee with 1-2 years' service at Wage Level 14</i>	5.2
Wage Level 15	5.3
<i>Employee with 3+ years' service at Wage Level 14</i>	
Wage Level 17	6.1
Wage Level 18	6.2
<i>Employee with 1-2 years' service at Wage Level 17</i>	
<i>Employee with 3+ years' service at Wage Level 17</i>	6.3
Wage Level 19	7.1
<i>Employee with 1-2 years' service at Wage Level 19</i>	7.2
Wage Level 20	7.3
<i>Employee with 3+ years' service at Wage Level 19</i>	
Wage Level 21	8.1
<i>Employee with 1-2 years' service at Wage Level 21</i>	8.2
<i>Employee with 3+ years' service at Wage Level 21</i>	8.3
	8.4
	8.5

Schedule 4 : Wages – All other Employees

	1/07/2018			1/07/2019			1/07/2020			1/07/2021		
	Percentage Increase Applied - 2.0%			Percentage increase to be applied: 2.25% or CPI, whichever is greater			Percentage increase to be applied: 2.25% or CPI, whichever is greater			Percentage increase to be applied: 2.25% or CPI, whichever is greater		
Wage Level	Base Annual	Base Weekly	Base Hourly	Base Annual	Base Weekly	Base Hourly	Base Annual	Base Weekly	Base Hourly	Base Annual	Base Weekly	Base Hourly
1	\$ 51,824	\$ 996.62	\$ 26.23	\$ 52,990	\$ 1,019.04	\$ 26.82	\$ 54,182	\$ 1,041.97	\$ 27.42	\$ 55,401	\$ 1,065.41	\$ 28.04
2	\$ 53,187	\$ 1,022.83	\$ 26.92	\$ 54,384	\$ 1,045.84	\$ 27.52	\$ 55,607	\$ 1,069.37	\$ 28.14	\$ 56,859	\$ 1,093.43	\$ 28.77
3	\$ 54,730	\$ 1,052.50	\$ 27.70	\$ 55,961	\$ 1,076.18	\$ 28.32	\$ 57,221	\$ 1,100.40	\$ 28.96	\$ 58,508	\$ 1,125.15	\$ 29.61
4	\$ 55,519	\$ 1,067.67	\$ 28.10	\$ 56,768	\$ 1,091.70	\$ 28.73	\$ 58,045	\$ 1,116.26	\$ 29.38	\$ 59,351	\$ 1,141.37	\$ 30.04
5	\$ 56,152	\$ 1,079.85	\$ 28.42	\$ 57,415	\$ 1,104.14	\$ 29.06	\$ 58,707	\$ 1,128.99	\$ 29.71	\$ 60,028	\$ 1,154.39	\$ 30.38
6	\$ 57,775	\$ 1,111.06	\$ 29.24	\$ 59,075	\$ 1,136.06	\$ 29.90	\$ 60,404	\$ 1,161.62	\$ 30.57	\$ 61,763	\$ 1,187.75	\$ 31.26
7	\$ 59,528	\$ 1,144.77	\$ 30.13	\$ 60,867	\$ 1,170.53	\$ 30.80	\$ 62,237	\$ 1,196.86	\$ 31.50	\$ 63,637	\$ 1,223.79	\$ 32.21
8	\$ 61,194	\$ 1,176.81	\$ 30.97	\$ 62,571	\$ 1,203.29	\$ 31.67	\$ 63,979	\$ 1,230.36	\$ 32.38	\$ 65,418	\$ 1,258.04	\$ 33.11
9	\$ 62,884	\$ 1,209.31	\$ 31.82	\$ 64,299	\$ 1,236.52	\$ 32.54	\$ 65,746	\$ 1,264.34	\$ 33.27	\$ 67,225	\$ 1,292.79	\$ 34.02
10	\$ 64,884	\$ 1,247.77	\$ 32.84	\$ 66,344	\$ 1,275.84	\$ 33.57	\$ 67,837	\$ 1,304.55	\$ 34.33	\$ 69,363	\$ 1,333.90	\$ 35.10
11	\$ 72,543	\$ 1,395.06	\$ 36.71	\$ 74,175	\$ 1,426.45	\$ 37.54	\$ 75,844	\$ 1,458.54	\$ 38.38	\$ 77,551	\$ 1,491.36	\$ 39.25
12	\$ 74,089	\$ 1,424.79	\$ 37.49	\$ 75,756	\$ 1,456.85	\$ 38.34	\$ 77,461	\$ 1,489.63	\$ 39.20	\$ 79,203	\$ 1,523.14	\$ 40.08
13	\$ 77,273	\$ 1,486.02	\$ 39.11	\$ 79,012	\$ 1,519.45	\$ 39.99	\$ 80,789	\$ 1,553.64	\$ 40.89	\$ 82,607	\$ 1,588.60	\$ 41.81
14	\$ 78,894	\$ 1,517.19	\$ 39.93	\$ 80,669	\$ 1,551.33	\$ 40.82	\$ 82,484	\$ 1,586.23	\$ 41.74	\$ 84,340	\$ 1,621.92	\$ 42.68
15	\$ 82,239	\$ 1,581.52	\$ 41.62	\$ 84,089	\$ 1,617.10	\$ 42.56	\$ 85,981	\$ 1,653.49	\$ 43.51	\$ 87,916	\$ 1,690.69	\$ 44.49
16	\$ 83,925	\$ 1,613.94	\$ 42.47	\$ 85,813	\$ 1,650.26	\$ 43.43	\$ 87,744	\$ 1,687.39	\$ 44.40	\$ 89,718	\$ 1,725.35	\$ 45.40
17	\$ 85,132	\$ 1,637.15	\$ 43.08	\$ 87,047	\$ 1,673.99	\$ 44.05	\$ 89,006	\$ 1,711.65	\$ 45.04	\$ 91,009	\$ 1,750.17	\$ 46.06
18	\$ 88,052	\$ 1,693.31	\$ 44.56	\$ 90,033	\$ 1,731.41	\$ 45.56	\$ 92,059	\$ 1,770.36	\$ 46.59	\$ 94,130	\$ 1,810.20	\$ 47.64
19	\$ 93,899	\$ 1,805.75	\$ 47.52	\$ 96,012	\$ 1,846.38	\$ 48.59	\$ 98,172	\$ 1,887.92	\$ 49.68	\$ 100,381	\$ 1,930.40	\$ 50.80
20	\$ 99,747	\$ 1,918.21	\$ 50.48	\$ 101,991	\$ 1,961.37	\$ 51.62	\$ 104,286	\$ 2,005.50	\$ 52.78	\$ 106,633	\$ 2,050.63	\$ 53.96
21	\$ 103,255	\$ 1,985.67	\$ 52.25	\$ 105,578	\$ 2,030.35	\$ 53.43	\$ 107,954	\$ 2,076.03	\$ 54.63	\$ 110,383	\$ 2,122.74	\$ 55.86

WAGES

Schedule 5 : Explanatory table – translation of employee classifications

Translation table							
Building Trades	Engineering	Health, Sport & Fitness	Hospitality	Theatrical	Child Services	Employees	Wage Level
	C14, C13	HFCB1, HFCB2, HFCC2, HFCD1, HFCD2, HFCA2					1
	C12	HFCB3, HFCD3	RTALV2		CCY1 U	1	2
	C11	HFCB4	RTALV3	TEALP, TECBO	CCY2 U	2,3	3
					CCY3 U	4	4
BT1	C10		RTALV4	TEALH		5	5
BT2	C9					6	6
BT3	C8		RTALV5		CSW1.1	7	7
	C7		RTALV6		CSW1.2	8	8
					CSW1.3	9	9
	C6						10
	C5						11
	C4						12
					GLR2.1		13
	C3				GLR2.2		14
	C2 (a)				GLR2.3		15
							16
	C2 (b)						17
					CST3.2		18
							19
							20
							21

ON-CALL ARRANGEMENTS

Schedule 6 : 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 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 2019 is \$225.64. The allowance will be increased on 1 July 2020, 1 July 2021 and 1 July 2022 by 2.25% or CPI whichever is greater.
- 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. 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 7 : 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 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
- b. 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.

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: 6:30am - 3:30pm.

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 a rostered day off (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 1 above shall be entitled to one (1) RDO in every fortnight without reduction in pay except as is otherwise provided for in EBA4. 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 conference or 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 8 : 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 and before a final decision in respect of that change is made.

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, the 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
 - i. 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.
 - ii. 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.
 - iii. 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
 - i. 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

- a. Before an Employer makes a final decision 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.
- b. '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.
- c. Provided that a change will be deemed not to have a significant effect where the Award makes provision for that change.

3.5 Consultation

- a. 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).
- b. The consultation must occur as soon as practicable after the Employer provides the notification referred to in Clause 3.4 of this Schedule.
- c. 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.
- d. 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 Clause 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 the 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.

Signatories

Signed for and on behalf of:

THE ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS AND MANAGERS, AUSTRALIA, QUEENSLAND BRANCH, UNION OF EMPLOYEES (APESMA)

Adam Kerslake

Signature

Date 12/09/19

Queensland Director

Position

In the presence of:

Rachel Limpus

Name of Witness (please print)

Signature of Witness

Date 12/09/19

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

10/9/19

Signature

Date

State Secretary

Position

In the presence of:

Name of Witness (please print)

Elizabeth Barlow

10/9/19

Signature of Witness

Date

Signed for and on behalf of:

THE AUSTRALIAN WORKERS' UNION OF EMPLOYEES, QUEENSLAND (AWUQ)

13/9/19

Steve Baker

Signature

Date

Secretary

Position

In the presence of:

Name of Witness (please print)

Melinda Chisholm

13/9/19

Signature of Witness

Date

Signed for and on behalf of:

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

10/9/19

Jade Ingham

Signature

Date

State Assistant Secretary

Position

In the presence of:

Name of Witness (please print)

Elizabeth Frankow

10/9/19

Signature of Witness

Date

Signed for and on behalf of:

QUEENSLAND SERVICES, INDUSTRIAL UNION OF EMPLOYEES (QSU)

10/9/19

Neil Henderson

Signature

Date

Secretary

Position

In the presence of:

Name of Witness (please print)

Michelle Robertson

10/9/19

Signature of Witness

Date

Signed for and on behalf of:
MORETON BAY REGIONAL COUNCIL

Anthony Martini

23/9/19

Signature

Date

ACTING CHIEF EXECUTIVE OFFICER

Position

In the presence of:

ELIZABETH LUCIOW

Name of Witness (please print)

23/9/19

Signature of Witness

Date

Signed for and on behalf of:

QUEENSLAND NURSES AND MIDWIVES' UNION OF EMPLOYEES (QNMU)

23.10.19

Elizabeth Mohle

Signature

Date

Secretary

Position

In the presence of:

Merren Dickins

23/10/19

Name of Witness (please print)

Signature of Witness

Date