

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016*

Moreton Bay Regional Council Certified Agreement 2022 Eba5

*Matter No. B/2024/44*

**CASUAL LOADING GENERAL RULING 2024**

Reprint of Certified Agreement

Following the general ruling made by the Commission in the 2024 Casual Loading application, the *Moreton Bay Regional Council Certified Agreement 2022 Eba5* is hereby reprinted, under s 980 of the *Industrial Relations Act 2016*.

I hereby certify that the Agreement contained herein is a true and correct copy of the *Moreton Bay Regional Council Certified Agreement 2022 Eba5* as at 23 September 2024.

<b>Name of agreement:</b>	<i>Moreton Bay Regional Council Certified Agreement 2022 Eba5</i>
<b>Operative date of the agreement reprint:</b>	23 September 2024
<b>Operative date of agreement:</b>	20 July 2023

By the Registrar

M. SHELLEY  
19 November 2024

**Moreton Bay Regional Council**  
**EBA5**  
Certified Agreement



Moreton Bay  
Regional Council

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## Part 1: Preliminary

### 1.1 Title

This certified agreement is made in accordance with the Act and shall be known as the 'Moreton Bay Regional Council Certified Agreement 2022 (EBA5)' (Agreement).

### 1.2 Definitions

The following terms are 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).

**“Agreement”** means the Moreton Bay Regional Council Certified Agreement 2022 (EBA5).

**“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.

**“Base weekly rate”** - means the rate prescribed in Schedule 1 or 2 of this Agreement for working ordinary weekly working hours for the relevant classification of an Employee.

**“Commission”** means the Queensland Industrial Relations Commission.

**“Council”** means the Moreton Bay Regional Council.

**“Chief Executive Officer”** or **“CEO”** means the Council's Chief Executive Officer and includes the Chief Executive Officer's delegate.

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

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

**“Ordinary hourly rate”** - means the Base Weekly Rate prescribed in either Schedule 1 or 2 of this Agreement for the relevant classification of an Employee divided by the Employee's ordinary weekly working hours.

**“Ordinary weekly working hours”** - means the average hours per week for an Employee as prescribed under the relevant Award.

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

“**Rostered Day Off (RDO)**” - means a day, other than a scheduled day/s off, on which an Employee is not rostered for duty as a result of time worked under the method of working ordinary hours.

“**Rostered Day**” - means a day where an Employee is required to work, and which forms a part of a Employee’s ordinary weekly working hours.

“**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.

“**Union Delegate**” means an Employee who has been formally elected by members of that Union and is accredited to represent their interests in relation to matters under this Agreement and any other employment matters where deemed appropriate.

“**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) Transport Workers’ Union of Australia (TWU),
- f) Queensland Services, Industrial Union of Employees (QSU), and
- g) Queensland Nurses and Midwives’ Union of Employees (QNMU).

“**Union Industrial Officers**” means an official of the Union who has been elected or appointed by that Union to represent the interests of their members covered under this Agreement.

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

### **1.3 Date of operation**

This Agreement shall take effect from the date of certification and will have a nominal expiry date 30 June 2025. This Agreement will continue to operate until it is terminated or replaced.



## **1.4 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 Council and the Employees.

## **1.5 Parties bound**

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

## **1.6 Application**

This Agreement shall apply to:

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

## **1.7 Copy of Agreement**

This Agreement shall be available in the workplace electronically with convenient access for all Employees.

## **1.8 Relationship to Award**

This Agreement shall be read and interpreted 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.

## **1.9 No extra claims**

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

## **1.10 Consultation – Introduction of Changes**

### **1.10.1 Notification**

- a) Before Council makes a final decision to introduce changes in production, program, organisation, structure, or technology, that are likely to have significant effects on Employees, the Council 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 Council's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.

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

### **1.10.2 Consultation**

The Council 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 Council intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment):

- a) The consultation must occur as soon as practicable after Council provides the notification referred to in Clause 1.10.1.
- b) For the purpose of such consultation the Council 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.
- c) Notwithstanding the above, the Council shall not be required to disclose confidential information, where the disclosure of which would be contrary to the Council's interests.

## **2 Part 2: Employment**

### **2.1 Employee Classifications**

- a) Employee classification levels are provided for in the relevant Award.
- b) Schedule 1 outlines the relevant Wage Rates for the classifications levels of Administrative Employees provided under the relevant Award (Stream A).
- c) Schedule 3 translates classification levels that are provided for under the relevant Award (Stream B and C) to the relevant Wage Rate outlined in Schedule 2 of this Agreement.

### **2.2 Incremental changes to Administrative Classifications (Stream A)**

Administrative Employees will move up to the next 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 an Employee's development and appraisal system developed by the Employee's manager in consultation with the Employee and/or with any of their representatives.

Where a manager chooses not to implement an Employee development and appraisal system, movement between salary points will occur at yearly intervals.

### **2.3 Recruitment and Selection**

The parties acknowledge that job security and career development is important and assists in ensuring

workforce stability, cohesion, depth of knowledge and motivation.

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.

Council will make all meaningful attempts to advertise positions electronically for all positions.

## **2.4 Maximum term conversion**

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 considering 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.

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.

A maximum-term Employee must not be disengaged and re-engaged to avoid any obligation in relation to this subclause.

## **3 Part 3: Remuneration**

### **3.1 Wages and Salaries**

Employees employed in accordance with Stream A of the Award will receive the wages set out in Schedule 1 (Administration).

Employees employed in accordance with Stream B and C of the Award will receive the wages set out in Schedule 2.

Subject to Clauses 3.3, 3.4, 3.6, 4.1, 5.4.1, 6.1.3 the wages provided for in this Clause 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.

All wages and salaries will be paid fortnightly by electronic funds transfer.

### **3.2 Wage and Salary Increase**

This Agreement provides for increases to the rates of pay and allowances annually based on:

- a) 4% from 1 July 2022.
- b) 4% from 1 July 2023; and
- c) 3.5 % from 1 July 2024 (with an option to increase if CPI exceeds 3.5%, capped at 4%).

These increases have been incorporated into Schedule 1, 2, and 4 based on the stated percentage increases.

### **3.3 Allowances**

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

The applicable rates for the allowances prescribed in this Clause are found in Schedule 4 - Allowances .

#### **3.3.1 Local government industry allowance**

- a) Where an Employee is 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 they will receive an allowance in accordance with Schedule 4, Allowance 17:
  - (i) This allowance is an 'all purpose' payment and shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, long service leave, public holidays, weekend work etc.
  - (ii) This allowance is in recognition and compensation for 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 in the performance of their roles.
  - (iii) The payment prescribed in this Clause shall be in full compensation for all current environmental and working conditions not specifically compensated elsewhere in Clause 3.3 or allowed for in any other provision of the Awards.
- b) 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.

#### **3.3.2 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 per hour whilst directly engaged on such work (Schedule 4, Allowance 1).

- b) Drivers of sanitary vehicles and their assistants shall be paid an additional amount per hour whilst directly engaged on such work (Schedule 4, Allowance 2).
- c) This allowance is an 'all purpose' payment and shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, long service leave, public holidays, and weekend work.

### **3.3.3 First aid allowance**

Where Council appoints an Employee who holds an appropriate first-aid certificate as a first aid attendant, such Employee shall be paid an additional amount per week for each week in which an Employee works three (3) days or more (Schedule 4, Allowance 3).

### **3.3.4 Leading hand allowance**

- a) An Employee appointed by the Council to oversee the work of other Employees shall be entitled to an additional daily allowance, as per Schedule 4, Allowance 4-6.
- b) This allowance is an 'all purpose' payment and shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, long service leave, public holidays, and weekend work.
- c) This 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.

### **3.3.5 Vehicle allowance**

Where the Council 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: per Schedule 4, Allowance 12 and 13.

Council may require an Employee to record full details of all such official travel requirements in a logbook.

### **3.3.6 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 rostered 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 Council's expense or paid a meal allowance in lieu of the provision of such a meal (Schedule 4, Allowance 11).

- b) An Employee working shift work required to work overtime for:

- (i) more than two (2) hours after ordinary ceasing time on any rostered 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 Council's expense or paid a meal allowance in lieu of the provision of such a meal (Schedule 4, Allowance 11).

- c) Before commencing the overtime mentioned in Clauses 3.3.6 (i) a) and 3.3.6 (ii) a) the Employee shall be entitled to take a 30-minute unpaid meal break.
- d) Where the Council requires the Employee to continue working for a further four (4) hours of continuous overtime work in either of the situations mentioned in Clauses 3.3.6 (i) or (ii) the Employee will be entitled to a 30 minute meal break and either provided with an adequate meal at the Council's expense or paid an additional meal allowance.
- 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 for such prepared meal (Schedule 4, Allowance 11).

### **3.3.7 Tool allowances**

Tool allowances shall be paid in addition to the ordinary hourly rates for the tradespersons who supply and use their own tools, as outlined in Schedule 4, Allowance 7 (a-j).

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

### **3.3.8 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 allowance per day as per Schedule 4, Allowance 8.
- b) The extra payment prescribed in this Clause 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.

### **3.3.9 Truck crane or straddle unloader allowance**

An Employee required to operate a truck crane or straddle unloader shall be paid an extra allowance

per day as per Schedule 4, Allowance 9.

### **3.3.10 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 Council's expense and shall remain the property of the Council.
- b) Where uniforms or clothing are not supplied or laundered by the Council as required by this Clause the following allowances shall be paid:
  - (i) Employees who supply their own uniforms or clothing shall receive a per annum allowance which shall be paid on a pro rata basis each pay day (Schedule 4, Allowance 14).
  - (ii) Employees required to launder their own uniforms or clothing shall be paid an extra allowance per week (Schedule 4, Allowance 15).

### **3.3.11 Working in water allowance**

Employees who are required to work in water to a depth exceeding 750mm shall be paid an extra allowance per hour, with a minimum payment of 2 hours (Schedule 4, Allowance 10).

### **3.3.12 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 3.3.11 shall not be entitled to any additional payments prescribed by this Clause.
- c) This Clause shall not apply to rubbish and sanitary Employees in receipt of the allowance prescribed in Clause 3.3.2.

## **3.4 Equity for Supervisors**

- a) Employees who are engaged in a supervisory position and whose ordinary weekly working hours are less than the Employees they supervise (e.g., 36.25 instead of 38 hours per week) and who are required to work 38 hours per week to discharge their supervisory duties will receive an extra payment of 4.27% of wages in compensation in lieu of any applicable entitlement paid for the additional 1.75 hours work per week.
- b) This allowance is an 'all purpose' payment and shall be taken into consideration in the computation of overtime, payment for annual leave, sick leave, long service leave, public holidays, and weekend work.

## **3.5 Administrative 5 in 7 Employees**

Administrative Employees, in accordance with Clause 15.1 of the Award (Stream A), whose ordinary hours of work are spread across any seven days of the week (e.g. worked on any five days out of seven days per week), will be paid penalty rates of time and one half for the ordinary weekly working hours worked on a Saturday, and double time for the ordinary weekly working hours worked on a Sunday.

### **3.6 On-call arrangements**

The on-call arrangements set out in Schedule 5 will apply to all Employees who are regularly required to be on-call and who are rostered on an on-call roster.

Employees recalled to work, other than those covered by the on-call arrangement within Schedule 5 will be paid in accordance with the overtime provisions as set out in the relevant Award.

## **4 Part 4: Additional Employment Benefits**

### **4.1 Occupational Superannuation**

Employees and Council will contribute to occupational superannuation in accordance with Chapter 7, Part 2 of the LG Act and other relevant Legislation.

Council will ensure that eligible Employees are provided a choice of superannuation fund in accordance with the Revenue and Other Legislation Amendment Act 2016. Brighter Super is prescribed as the default superannuation fund for eligible Employees who do not exercise their choice of superannuation fund.

### **4.2 Salary packaging**

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

- a) comply with relevant legislation; and
- b) result in no additional cost to the Council.

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

### **4.3 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 this Clause 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.

### **4.4 Study assistance**

The Council will maintain an appropriate study assistance scheme recognising the mutual benefit of



individual education and development.

#### **4.5 Professional Accreditations and Memberships**

- a) Where there is a requirement by Council for an Employee to hold a professional accreditation in the performance of their role, Council will cover the cost of the Employee maintaining that professional accreditation.
- b) Where an Employee believes that they are required to hold a professional accreditation to perform their role, they can submit a request for review by the responsible Executive Leadership Team Member.

#### **4.6 Health and Wellbeing**

During the life of this Agreement, Council is committed to considering current and future health and wellbeing initiatives which seek to benefit both Employees and the Council.

#### **4.7 Employee assistance and counselling**

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

### **5 Part 5: Working Arrangements**

#### **5.1 Employee Home Work Location**

- a) 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.
- b) 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.

#### **5.2 Hours of Duty**

- a) The ordinary weekly working hours for all Employees shall be in accordance with the Award unless otherwise provided for under this Agreement.
- b) Notwithstanding the requirement under the Award that the ordinary hours of casual Employees shall not exceed 7.25 hours or 7.6 hours on any one (1) day, where an Employee is employed on a casual basis to replace someone who works under the Agreement, e.g. 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 full-time ordinary weekly working hours as per the relevant Award.

#### **5.3 Nine (9) day fortnight arrangement**

A Nine (9) day fortnight arrangement will apply to all full-time Employees covered under this 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 Department Manager to be excluded from the nine (9) day fortnight arrangement based on personal requirements and/or family responsibilities.

The conditions set out within this Clause will apply to Employees who are on a Nine (9) Day Fortnight arrangement.

### **5.3.1 Hours of Work**

- a) Employees subject to the nine (9) day fortnight arrangement will work the following hours:
  - (i) If the Employee is engaged to work an average of 36.25 hours per week, they will work 8.06 hours per day.
  - (ii) If the Employee is engaged to work an average of 38 hours per week, they will work 8.44 hours per day.
- b) 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:
  - (i) If the Employee is engaged to work an average of 36.25 hours per week: 8am - 5pm.
  - (ii) If the Employee is engaged to work an average of 38 hours per week: 6:30am - 3:30pm.

### **5.3.2 Breaks**

- a) 36.25 hours per week Employees:
  - (i) Standard lunch breaks will be 56 minutes.
  - (ii) The duration of lunch breaks may be amended with manager approval; however, a minimum lunch break of 30 minutes must be taken.
  - (iii) 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.
- b) 38 hours per week Employees:
  - (i) Lunch breaks will be a minimum of 30 minutes.
  - (ii) Lunch breaks will be as determined by the relevant manager in consultation with Employees.

### **5.3.3 Rostered Days Off (RDO)**

- a) Employees working the hours provided in Clause 5.3 shall be entitled to one (1) RDO in every fortnight without reduction in pay except as is otherwise provided for in this Agreement:

- (i) 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.
- (ii) 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 Leader, then the Employee may take another day selected by mutual agreement between the Employee and the Employee's Leader

#### **5.3.4 Rosters**

- a) Managers shall prepare rosters in accordance with the above for each calendar 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 Employee's Leader and the Employee.

#### **5.3.5 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 5.3.10.

#### **5.3.6 Annual Leave**

- a) Annual leave entitlements shall be recorded in hours so that each day's annual leave shall be recorded as:
  - (i) 8.06 hours per day if the Employee is engaged to work an average of 36.25 hours per week; or
  - (ii) 8.44 hours per day if the Employee is engaged to work an average of 38 hours per week.
- b) During fortnights in which annual leave is taken, Employees shall be entitled to take their RDO, with no reduction in annual leave balance.
- 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, i.e., 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, i.e., 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, i.e., 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, i.e., four (4) working days each of 8.44 hours.

### **5.3.7 RDOs and 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 balance.
- 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 sick leave on a day prior to or after their RDO on a recurring basis may be required to produce a Doctor's Certificate.

### **5.3.8 RDOs and Higher Duties**

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 relieving and shall not accrue RDO's during the period of relief.

### **5.3.9 RDOs and Christmas Bank**

Employees whose workplaces close or are operating on skeleton Employee 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. RDO's that should be banked for this purpose are to be mutually agreed between an Employee and the Employee's Leader.

### **5.3.10 Banking RDO's – Maximum Accumulation**

In addition to banking RDO's for the Christmas closure period, Employees may accrue and bank, subject to the approval of the Employee's Leader, up to ten (10) RDO's at any point in time:

- a) The banking and taking of banked RDOs will be subject to operational requirements being met. Approval for the banking of RDO's must be obtained in advance and must be recorded on relevant timesheets.
- b) The taking of any or all banked RDO's must be at an agreed time/period after discussions between the Employee and the Employee's Leader.
- c) 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 hourly rate of pay.

### **5.3.11 RDOs and Conferences/Seminars**

An Employee who is directed to attend a conference or seminar on their RDO shall have their RDO reccredited 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.

## **5.4 Overtime and Time off in Lieu (TOIL)**

The provisions in this Clause are subject to Schedule 5, Clause 5.3 and 6.1.8 of this Agreement.

### **5.4.1 Overtime**

Overtime will be compensated for in accordance with the relevant Award.

### **5.4.2 Time Off In Lieu (TOIL)**

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 Employee's Leader 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 (e.g., 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 the Employee's Leader.
- c) The taking of TOIL should be within two (2) weeks of the time being worked.
- d) Employee's Leaders are responsible for managing TOIL and associated record keeping in their own work areas.
- e) If TOIL is not taken by the Employee within the period outlined in (c) then it will be paid to the Employee at the applicable overtime rates.

### **5.4.3 Consecutive hours off duty after overtime on a Sunday**

- a) Where an Employee 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.
- b) 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.

## **6 Part 6: Leave**

### **6.1 Annual Leave**

Employee's entitlement to Annual Leave is contained within the QES - Division 5 and the applicable Award. This Clause does not apply to Casual Employees.

#### **6.1.1 Entitlement**

Employees will be entitled to the following for each year of service completed with Council:

- a) Non-shift-worker - four (4) weeks of Annual Leave; or
- b) Shift-worker - five (5) weeks of Annual Leave

#### **6.1.2 Payment of Annual Leave**

- a) Annual Leave will be paid at the ordinary hourly rate plus any applicable 'all purpose' allowance, being paid to the Employee immediately before the leave is taken, or if, immediately before taking the leave, the employee is being paid at a higher rate than the ordinary hourly rate - at the higher rate.
- b) An Employee who is rostered on a pattern of work that regularly includes ordinary hours on a Saturday and/or Sunday or afternoon and/or night, proceeding on paid leave (annual, personal or long service leave) is entitled to receive an amount equal to the wage rate that would have otherwise been paid to the employee had they have worked the rostered shift, including weekend or shift penalties.
- c) Where an employee falls ill during a period of approved paid annual leave, should the employee be incapacitated for five days or more, and can provide evidence of the illness to the Employer's satisfaction, the period of illness during the annual leave will be deducted from the Employee's personal leave accrual balance and credited to the annual leave balance. Employees who do not have sufficient accumulated personal leave will be able to take personal leave - without pay or continue to receive paid annual leave.

#### **6.1.3 Payment of Annual Leave Loading**

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

#### **6.1.4 Payment on Termination**

On termination, any accrued and unused Annual Leave will be paid at the Employee's ordinary hourly rate plus applicable Annual Leave Loading.

#### **6.1.5 Purchasing of additional leave**

Employees may, with the approval of the Department Manager, purchase additional periods of leave (up to a maximum of two (2) additional weeks leave in any 12-month period):

- a) The price of purchased leave will not include leave loading and will be based on the ordinary hourly rate of pay applicable at the date of purchase.
- b) 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.
- c) Where additional leave is purchased, such leave must be taken prior to an Employee taking annual leave that is accrued in the ordinary way.
- d) Additional periods of leave purchased under this Clause must be taken within 12 months of the date in which it is purchased.
- e) 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.

### **6.1.6 Accumulated annual leave**

Where an Employee accrues in excess of 40 days annual leave, 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 any annual leave accrued in excess of 40 days.

### **6.1.7 Annual closedown**

- a) Where the Council declares a close down 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) Accrued RDOs (in accordance with clause 5.3.3 and 5.3.9)
- b) Employees who do not have sufficient accumulated leave can elect to take Annual Leave and have their Annual Leave balance go in to negative to cover the debt.
- c) 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.
- d) The Council shall give at least three (3) months' notice of whether it proposes to implement an annual closedown.

### **6.1.8 Christmas Bank**

Part-time Employees or Employees who work a 10-day fortnight can request the establishment of a

'Christmas Bank' for the designated Christmas closure period (i.e., between Christmas Day and New Year's Day):

- a) 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 hourly rates, i.e.. time for time.
- b) 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.
- c) Should an Employee who has accrued time in accordance with this Clause 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 hourly rate of pay.

## **6.2 Personal Leave**

Employee's entitlement to Personal Leave (which includes sick, carer's, bereavement and compassionate leave) is contained within the QES - Division 6 and the applicable Award.

This Clause does not apply to Casual Employees.

### **6.2.1 Sick / Carer's Leave Entitlement**

- a) Full-time Employees whose ordinary hours of work are 36.25 per week will be entitled to 15 days (108.75 hours) of sick / carer's 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 15 days (114 hours) of sick / carer's 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.

#### **6.2.1.1 Payment of Sick / Carer's Leave**

Sick / Carer's Leave entitlement contained in Clause 6.2.1 will be paid at full pay.

#### **6.2.1.2 Evidence supporting a claim**

The parties agree that the intention of this Clause is about supporting Employees covered by this Agreement.

- a) An Employee may be required to provide evidence of the illness to Council's satisfaction. When the Employee's absence is for more than two (2) days the Employee is required to give Council a doctor's certificate, or other reasonably acceptable evidence to Council's satisfaction, about the nature and approximate duration of the illness.
- b) If an Employee develops a regular pattern excessive usage of Personal Leave which cannot be supported by medical evidence or other evidence to the Council's satisfaction, the Council will discuss



with the Employee its concerns. Should concerns still exist after a discussion has been held, then Council will implement an ongoing approach for the taking of future Personal Leave which will include requirements around suitable notification and supporting evidence.

#### **6.2.1.3 Advance Sick Leave (for Personal Illness only)**

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 responsible representative of the Executive Leadership Team's discretion where a period of medically certified absence extends beyond an Employee's paid Sick Leave entitlement:

- a) Where such an advance of Sick Leave is utilised by an Employee the advance will be paid back through deductions from the Employee's Sick Leave future accumulation (i.e., 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 responsible Executive Leadership Team Member and shall only be granted to Employees who have had meritorious service with the Council.
- c) A decision not to approve an advance of Sick Leave shall not be subject to appeal or review.

#### **6.2.1.4 Sick Leave Payment on Termination**

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.

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, (i.e., 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).

### **6.2.2 Bereavement and Compassionate Leave Entitlement**

- a) Employees are entitled to two (2) days bereavement leave for each occasion; and
- b) Employees are entitled to two (2) days of compassionate leave for each occasion.

#### **6.2.2.1 Payment of Bereavement and Compassionate Leave**

Bereavement and Compassionate Leave entitlements contained in Clause 6.2.2 will be paid at full pay.

#### **6.2.2.2 Evidence supporting a claim**

An Employee who takes bereavement leave must give the Council a copy of the funeral notice or other reasonable evidence.

An Employee who takes compassionate leave must provide reasonable evidence to Council that they were taking the leave due to a member of their family or household's life was threatened by personal illness or injury.

### **6.3 Long Service Leave**

Long Service Leave is contained within the QES - Division 9 and the applicable Award.

#### **6.3.1 Entitlement**

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

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

#### **6.3.2 Flexibility of long service leave**

It is recognised that Employees need to take leave to maintain their well-being and productivity in the workplace.

It is also recognised that a certain amount of flexibility in the way Employees take and/or are paid for their leave is beneficial. In that regard, the following options are available to Employees at the discretion of the Department Manager:

- a) 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).
- b) 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).
- c) 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.
- d) Long service leave may be taken in minimum week blocks.
- e) 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.
- f) Employees shall comply with the Act in relation to the taking of long service leave.

#### **6.3.3 Payment on Termination**

An Employee who has completed at least 7 years continuous service is entitled to proportionate payment for long service leave on the termination of the employee's service subject to the conditions contained in the QES.

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.

## 6.4 Cultural Leave

Cultural Leave is contained within the QES - Division 6 and the applicable Award.

## 6.5 Domestic and Family Violence Leave

The Council recognises that attendance and performance at work may be impacted when Employees face domestic and family violence and is committed to supporting employees facing these challenges.

Employee's entitlement to Domestic and Family Violence is contained within the QES - Division 7 and the applicable Award.

### 6.5.1 Entitlement

- a) Employees will be entitled to Domestic and Family Violence Leave as follows:
  - (i) Employees (other than Casual Employees) are entitled to up to ten (10) days at full pay each year.
  - (ii) A long-term casual Employee is entitled to ten (10) unpaid days each year.
  - (iii) A short-term casual Employee is entitled to two (2) unpaid days each year.
- b) An Employee's entitlement to domestic and family violence leave does not accumulate from year to year. Domestic violence has the meaning and behaviours given by the *Domestic and Family Violence Protection Act 2012* and may include verbal abuse, social abuse, financial abuse, emotional abuse, physical assault, sexual assault, property damage, and controlling or harassing behaviour.
- c) Employees may access Domestic and Family Violence Leave for the purpose of medical appointments, legal proceedings, counselling services, seeking alternative accommodation or preparation of court proceedings.

### 6.5.2 Evidence Supporting a Claim

- a) Leave for Domestic and Family Violence Leave should be requested prior to the taking of the leave or on the day the leave is taken, or if this is not possible as soon as practicable.
- b) The Council may request Employees provide evidence in accordance with the Act to support any requests for Domestic and Family Violence Leave and any evidence will be handled in a sensitive and confidential manner.
- c) Council will provide additional support to an Employee who is affected by Domestic and Family Violence which may include:
  - (i) Confidentiality of employee details.

- (ii) Discussing any strategies that may help in the protection of the employee whilst in the workplace
- (iii) Provision of support information and referral to our Employee Assistance Provider for impacted Employees and their immediate family members.
- (iv) Support for access to relevant Leave and/or Flexible Work Arrangements; and
- (v) Protection against adverse action, discrimination, harassment or bullying as a result of any disclosure, experience or perceived experience relating to domestic and family violence.

## 6.6 Parental Leave

Employee's entitlement to Parental Leave is contained within the QES - Division 8 and the applicable Award.

### 6.6.1 Unpaid parental leave

An Employee's entitlement to take unpaid parental leave is contained within the QES - Division 8 but as a minimum includes:

- a) A total of 8 weeks unpaid short parental leave as defined under the Act; or
- b) An unbroken period of up to 52 weeks unpaid long parental leave as defined under the Act.

### 6.6.2 Paid Parental Leave

Employees are eligible to access Paid Parental Leave or Paid Partner Leave at the ordinary hourly rate plus Superannuation in accordance with this Clause.

### 6.6.3 Definitions

In this Clause:

***Paid Parental Leave*** means:

- a) Adoption leave.
- b) Birth-related leave; or
- c) Surrogacy leave.

***Adoption leave*** means leave taken by an Employee who is responsible for the primary care of an adopted child under the age of 5 when the child is placed with the Employee.

***Birth-related leave*** means leave taken either by:

- a) a pregnant Employee or an Employee whose partner is pregnant at the time of birth of their child for the purposes of providing primary care; or
- b) a pregnant Employee who is acting as a surrogate at the time of birth of the child.

**Surrogacy leave** means leave taken by an Employee who is an intended parent under a surrogacy arrangement to enable the employee to be responsible for the primary care of the Employee's surrogate child at the time of their birth or placement.

#### **6.6.4 Application**

- a) An Employee other than a Casual Employee, with a minimum of twelve (12) months continuous employment, will be entitled to Paid Parental Leave of up to ten (10) consecutive weeks.
- b) Where an Employee's partner is also employed by the Council, the combined total entitlement for Paid Parental Leave under this Clause will be ten (10) consecutive weeks.
- c) Paid Parental Leave is to typically commence from the time of birth or placement of the child but can be taken as early as six (6) weeks before the date of birth or placement of the child.
- d) Paid Parental Leave may be taken on either full or half pay. The period of paid Parental Leave is exclusive of any public holidays.
- e) The period of Paid Parental Leave forms part of the Unpaid Parental Leave entitlement available under Clause 6.6.1.
- f) Employees may also use any accrued Annual and Long Service Leave entitlements during the period of Parental Leave that would otherwise be unpaid.
- g) A period of Parental Leave does not break an Employee's continuity of service but does not count as service except as prescribed by the Act.
- h) 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 Parental Leave as paid Compassionate Leave. An Employee may be required to supply evidence, if requested by management confirming the termination when the application for the paid leave is made.

#### **6.6.5 Paid Partner Leave**

Paid Partner Leave is leave taken by an Employee at the time of birth or placement of their child and who is not providing primary care.

Employees are eligible to access one (1) week of Paid Partner Leave at the time of birth or placement of their child.

The period of Paid Partner Leave forms part of the Unpaid Parental Leave entitlement available under Clause 6.6.1 but does not form part of the total Paid Parental Leave entitlement in Clause 6.6.2.

#### **6.6.6 Notice and Evidence**

An Employee seeking access to Paid Parental Leave or Paid Partner Leave in accordance with Clause 6.6.2 and 6.6.5, must:

- a) apply in writing of their intention to take leave at least 10 weeks prior to the commencement of the leave; and
- b) provide evidence to support the entitlement to taking the leave. For example, a Doctors Certificate, Adoption Agency Letter or Statutory Declaration which outlines the surrogacy arrangement as necessary.

## **6.7 Special Natural Disaster Leave**

- a) Where a Special Natural Disaster event occurs and is declared either by a Declaration of a Disaster Situation or at the sole discretion of the CEO, Special Natural Disaster Leave will be available to Employees under the following conditions and/or circumstance:
  - (i) 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 work from home; or
  - (ii) 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
  - (iii) 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
  - (iv) 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
  - (v) The Employee has advised as soon as reasonably practicable, their supervisor of the circumstances.
- b) 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:
  - (i) Where a Declaration of a Disaster Situation has occurred, requests for Special Natural Disaster Leave will not be unreasonably refused, where appropriate supporting evidence has been provided.
  - (ii) Employees seeking to access to Special Natural Disaster Leave will be required to provide evidence to their Supervisor that explains the reasons for why they are seeking access to Special Natural Disaster Leave in accordance with this Clause.
  - (iii) 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.

- (iv) 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 (e.g., sick / carer's leave).
- (v) 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.

## **7 Part 7: Medical Illness and Injury**

### **7.1 Supporting Employees through periods of Medical Illness and Injury**

The Council will provide reasonable rehabilitation for ill and injured Employees to assist those Employees to return to work.

Council commits to take reasonable steps to support Employees during periods of illness or injury through:

- a) rehabilitation; and
- b) retraining and placement arrangements for Employees who have an illness or injury that results in an incapacity to perform their substantive position.

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.

### **7.2 Application**

This Part 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.

### **7.3 Management of Prolonged Ill or Injured Employees**

- a) Where an Employee may be unable to carry out their duties of their substantive position over a prolonged period because of an illness or injury, a Wellbeing Officer will initially engage with that Employee and make an initial assessment on the appropriateness of rehabilitation.
- b) As part of completing the initial assessment the Wellbeing Officer will review any information regarding 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.
- c) Where possible, Council will take all reasonable steps to ensure a reasonable adjustment can be made to ensure the Employee can return to work.
- d) When rehabilitation is considered appropriate, the Wellbeing Officer will:
- (i) request the Employee's consent for the Wellbeing Officer to contact the Employee's treating doctor to clarify any information and discuss rehabilitation; and
  - (ii) develop a rehabilitation plan.
- e) If a reasonable adjustment cannot be accommodated, then 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 paid personal (sick) leave, unpaid sick leave, or any other accrued leave balances (including RDO's) for the period of absence.

## **7.4 Medical Assessment**

- a) To facilitate appropriate rehabilitation or establish ongoing capacity to perform their substantive position, an Employee may be required to undergo a medical assessment. The medical assessment 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 assessment to be undertaken, the Council will meet the assessing medical practitioner's reasonable expenses.
- b) The medical assessment may be undertaken to determine the Employees:
- (i) diagnosis.
  - (ii) prognosis.
  - (iii) ability to return to work in their substantive position (in both the short and long term) and any applicable restrictions.
  - (iv) ability to return to work in some capacity; and
  - (v) eligibility for partial or total permanent disablement.
- c) Council may also, in consultation with the Wellbeing Officer request an Employee to undertake a medical assessment with an appropriate medical specialist, where Council believes, on reasonable grounds, that an Employee's capacity or performance or conduct is being negatively impacted by a medical condition.



- d) 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 People, Culture and Safety (in consultation with the relevant manager and the relevant Wellbeing Officer) 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.

## **7.5 Managing Incapacity**

- a) Where a medical assessment identifies an issue with an Employee's capacity in undertaking their substantive position and rehabilitation in accordance with Clause 7.3 is not reasonable, then in the first instance retraining and placement will be considered.
- b) 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 within Council.
- c) 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 assessment that the Employee's condition that considers their 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.
- d) Where 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.

## **8 Part 8: Employment Relations**

### **8.1 Joint Consultative Committee (JCC)**

- a) The membership of the JCC shall consist of management and Unions.
- b) Membership will be reviewed on an annual basis and will be based on mutual agreement.
- c) The parties recognise the mutual benefits achieved for both the Council and Employees through positive employee relations and attendance at JCC meetings.
- d) Meetings are to be held on a quarterly basis.

## **8.2 Positive employment relations**

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.

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.

## **8.3 Employment Security**

- a) 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 this Agreement. 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.
- b) The parties agree the use of contingent employment arrangements are not the preferred method of delivery of services.
- c) 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.

## **8.4 Trade union training leave**

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

## **8.5 Union Industrial Officers and Union Delegates**

- a) The Council acknowledges that Union Industrial Officers and Union Delegates 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 Union Delegates in the reasonable and responsible performances of their duties.
- b) Accredited Union Delegates will have access to the Council email system, videoconferencing, 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.
- c) Accredited Union Delegates shall have access to the Council communication systems to communicate with Employees.
- d) 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.

- e) 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.
- f) 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.
- g) 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 Industrial Officers shall advise Council in advance of their visit to the Workplace.

## **8.6 Equal Employment Opportunity**

- a) The parties recognise the importance of maintaining diversity in the workplace. It is agreed that practices that encourage equality of employment and development opportunities will continue and will be promoted during the life of this Agreement.

This will include:

- (i) Reviewing position descriptions, prior to advertisement, to ensure non-bias language.
  - (ii) Inclusion of statements during recruitment that Council is an equal opportunity employer.
  - (iii) Ensuring selection of applicants for vacant positions is conducted in accordance with the law.
  - (iv) Giving appropriate and meaningful consideration of workplace flexibility and/or adjustment requests.
  - (v) Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the Anti-Discrimination Act 1991.
- b) Council is committed to equal remuneration for work of equal or comparable value.

## **9 Part 9: Dispute resolution**

### **9.1 Prevention and settlement of disputes - Award matter**

- 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 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 Council 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 Council from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

## 9.2 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 mean 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 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 Stage 2.

**Stage 3:** If the grievance is still unresolved, the Manager will advise Council and the aggrieved Employee may submit the matter in writing to Council 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) Council 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) Council may appoint another person to investigate the grievance or dispute. Council 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 investigation. Council shall advise the Employee initiating the grievance, the Employee's union representative and any other Employee directly concerned of the determinations made as a result of the investigation of the grievance.
- 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.

## 10 Part 10: 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 in accordance with Clause 1.10.

### 10.1 Managing Organisational Change

- a) The objective of this Part 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.

- b) 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 Part, the Council must deal fairly and objectively with Employees affected by organisational change in order to minimise any disruption and distress caused to Employees.
- c) The Chief Executive Officer is responsible for ensuring compliance with the provisions of this clause.

### **10.1.1 Application**

This Clause applies to all 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.

### **10.2 Planning Change in the event of Redundancy**

- a) Where Consultation has occurred in accordance with Clause 1.10 and may result in organisational change where one (1) or more positions are 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.

### **10.3 Managing Employees**

- a) When undertaking organisational change, there are several factors that must be considered for the process to be managed efficiently.
- b) 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.
- c) 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.

### **10.4 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.

#### **10.4.1 Redesignation**

- a) In the first instance when an organisational change occurs, the Council will (where possible) redesignate “like” positions into the new organisational structure.
- b) 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.

#### **10.4.2 Reskilling/Retraining**

- a) 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.

- b) 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.
- c) 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.

### **10.4.3 Redeployment**

- a) 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.
- b) Where practical, Employees should be given meaningful work until the redeployment process is completed.
- c) 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.
- d) 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.
- e) 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.

### **10.4.4 Appointment through Merit Selection**

- a) 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.

#### 10.4.5 Retrenchment

- a) If an Employee whose employment is surplus to organisational requirements cannot be redeployed, the Chief Executive Officer may proceed with the retrenchment of the Employee.
- b) Retrenchment should only occur after all other options provided for in this Clause have been considered.

#### 10.5 Voluntary Redundancy Scheme

- a) The Chief Executive Officer may invite expressions of interest to participate in a voluntary redundancy 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 voluntary redundancy 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) If a voluntary redundancy is accepted an Employee will be entitled to the redundancy entitlements in Clause 10.6.

#### 10.6 Redundancy Package

- a) Subject to Clause 10.7, where an Employee is retrenched in accordance with Clause 10.4.5 or participates in a voluntary redundancy scheme in accordance with Clause 10.5, they will be paid the following entitlements (**redundancy package**):
  - b) 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, based on 1.3 weeks for each year of continuous service and a proportionate amount for an incomplete year of service.
  - c) 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.
- d) An additional incentive payment equivalent to six (6) weeks' salary will be provided if an expression of interest to participate in a voluntary redundancy scheme is made in accordance with Clause 10.5, and not refused, within two (2) weeks after the invitation date. The redundancy will take effect immediately after that two (2) week period expires.
- e) Employees whose employment is terminated pursuant to a redundancy 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 redundancy package.
- f) Employees will not be entitled to a redundancy package where they have been offered a redesignation or redeployment into a suitable alternative role e.g., at the same classification level, in accordance with Clause 10.4.3.

## 10.7 Transmission of Business

In this Clause:

**another employer** means any other employer and includes another local government, the Queensland State Government, and a national system employer.

**Business** means trade, process, business, or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business.

**national system employer** has the same meaning as in the Fair Work Act 2009 (Cth).

**transmitted** means transfer, conveyance, assignment, or succession whether by agreement or by operation of law.

An Employee shall not receive a redundancy package under Clause 10.6 where a business is transmitted from the Council to another employer in any of the following circumstances:

- a) where an Employee agrees to acceptable employment with another employer who recognises the period of continuous service the Employee has with Council; or
- b) where an Employee rejects an offer of employment with another employer in which the continuity of service is recognised and the terms and conditions applicable to the Employee are considered substantially similar on an overall basis.

Where the circumstances in (ii) above applies, redundancy pay will be determined in accordance with the QES.

## 11 Part 11: Signatories

*Signed for and on behalf of:*

**MORETON BAY REGIONAL COUNCIL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

*In the presence of:*

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

*Signed for and on behalf of:*

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

*In the presence of:*

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

*Signed for and on behalf of:*

**AUTOMOTIVE, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES INDUSTRIAL UNION OF EMPLOYEES,  
QUEENSLAND (AMEPKU)**

---

Signature

---

Date

---

Position

*In the presence of:*

---

Name of Witness (please print)

---

Signature of Witness

---

Date

*Signed for and on behalf of:*

**THE AUSTRALIAN WORKERS' UNION OF EMPLOYEES, QUEENSLAND (AWUEQ)**

---

Signature

---

Date

---

Position

*In the presence of:*

---

Name of Witness (please print)

---

Signature of Witness

---

Date

Signed for and on behalf of:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

*In the presence of:*

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

Signed for and on behalf of:

**THE TRANSPORT WORKERS' UNION OF AUSTRALIA (TWU)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

*In the presence of:*

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

*Signed for and on behalf of:*

**QUEENSLAND SERVICES, INDUSTRIAL UNION OF EMPLOYEES (QSU)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

*In the presence of:*

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

*Signed for and on behalf of:*

**QUEENSLAND NURSES AND MIDWIVES' UNION OF EMPLOYEES (QNMU)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

*In the presence of:*

\_\_\_\_\_  
Name of Witness (please print)

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

## 12 Schedules

### Schedule 1 - Wages – Stream A (Administrative) Employees

NOTE: The Base Hourly Rate provided in the below table is calculated on 36.25 ordinary weekly working hours.

\*EBA commitment is 3.5% increase in 2024 or CPI (capped at 4%, whichever is greater).

Classification/ Salary Point	1/7/2022			1/7/2023			1/7/2024			1/07/2024*		
	4.00%			4.00%			3.50%			4.00%		
	Base Annual	Base Weekly	Base Hourly	Base Annual	Base Weekly	Base Hourly	Base Annual	Base Weekly	Base Hourly	Base Annual	Base Weekly	Base Hourly
1.1	\$60,732.88	\$1,167.94	\$32.22	\$63,162.20	\$1,214.66	\$33.51	\$65,372.87	\$1,257.17	\$34.68	\$65,688.68	\$1,263.24	\$34.85
1.2	\$61,557.60	\$1,183.80	\$32.66	\$64,019.90	\$1,231.15	\$33.96	\$66,260.60	\$1,274.24	\$35.15	\$66,580.70	\$1,280.40	\$35.32
1.3	\$62,566.40	\$1,203.20	\$33.19	\$65,069.06	\$1,251.33	\$34.52	\$67,346.47	\$1,295.12	\$35.73	\$67,671.82	\$1,301.38	\$35.90
1.4	\$63,834.16	\$1,227.58	\$33.86	\$66,387.53	\$1,276.68	\$35.22	\$68,711.09	\$1,321.37	\$36.45	\$69,043.03	\$1,327.75	\$36.63
1.5	\$65,268.32	\$1,255.16	\$34.63	\$67,879.05	\$1,305.37	\$36.01	\$70,254.82	\$1,351.05	\$37.27	\$70,594.21	\$1,357.58	\$37.45
1.6	\$66,531.92	\$1,279.46	\$35.30	\$69,193.20	\$1,330.64	\$36.71	\$71,614.96	\$1,377.21	\$37.99	\$71,960.92	\$1,383.86	\$38.18
2.1	\$67,872.48	\$1,305.24	\$36.01	\$70,587.38	\$1,357.45	\$37.45	\$73,057.94	\$1,404.96	\$38.76	\$73,410.87	\$1,411.75	\$38.94
2.2	\$69,197.44	\$1,330.72	\$36.71	\$71,965.34	\$1,383.95	\$38.18	\$74,484.12	\$1,432.39	\$39.51	\$74,843.95	\$1,439.31	\$39.71
2.3	\$70,579.60	\$1,357.30	\$37.44	\$73,402.78	\$1,411.59	\$38.94	\$75,971.88	\$1,461.00	\$40.30	\$76,338.90	\$1,468.06	\$40.50
2.4	\$72,234.24	\$1,389.12	\$38.32	\$75,123.61	\$1,444.68	\$39.85	\$77,752.94	\$1,495.25	\$41.25	\$78,128.55	\$1,502.47	\$41.45
3.1	\$73,915.92	\$1,421.46	\$39.21	\$76,872.56	\$1,478.32	\$40.78	\$79,563.10	\$1,530.06	\$42.21	\$79,947.46	\$1,537.45	\$42.41
3.2	\$75,596.56	\$1,453.78	\$40.10	\$78,620.42	\$1,511.93	\$41.71	\$81,372.14	\$1,564.85	\$43.17	\$81,765.24	\$1,572.41	\$43.38
3.3	\$77,280.32	\$1,486.16	\$41.00	\$80,371.53	\$1,545.61	\$42.64	\$83,184.54	\$1,599.70	\$44.13	\$83,586.39	\$1,607.43	\$44.34
3.4	\$78,965.12	\$1,518.56	\$41.89	\$82,123.72	\$1,579.30	\$43.57	\$84,998.06	\$1,634.58	\$45.09	\$85,408.67	\$1,642.47	\$45.31

**Schedule 1 - Wages – Stream A (Administrative) Employees (continued)**

NOTE: The Base Hourly Rate provided in the below table is calculated on 36.25 ordinary weekly working hours.

\*EBA commitment is 3.5% increase in 2024 or CPI (capped at 4%, whichever is greater).

Classification/ Salary Point	1/7/2022			1/7/2023			1/7/2024			1/07/2024*		
	4.00%			4.00%			3.50%			4.00%		
	Base Annual	Base Weekly	Base Hourly	Base Annual	Base Weekly	Base Hourly	Base Annual	Base Weekly	Base Hourly	Base Annual	Base Weekly	Base Hourly
4.1	\$80,653.04	\$1,551.02	\$42.79	\$83,879.16	\$1,613.06	\$44.50	\$86,814.93	\$1,669.52	\$46.06	\$87,234.33	\$1,677.58	\$46.28
4.2	\$82,371.12	\$1,584.06	\$43.70	\$85,665.96	\$1,647.42	\$45.45	\$88,664.27	\$1,705.08	\$47.04	\$89,092.60	\$1,713.32	\$47.26
4.3	\$84,127.68	\$1,617.84	\$44.63	\$87,492.79	\$1,682.55	\$46.42	\$90,555.03	\$1,741.44	\$48.04	\$90,992.50	\$1,749.86	\$48.27
4.4	\$85,911.28	\$1,652.14	\$45.58	\$89,347.73	\$1,718.23	\$47.40	\$92,474.90	\$1,778.36	\$49.06	\$92,921.64	\$1,786.95	\$49.30
5.1	\$87,713.60	\$1,686.80	\$46.53	\$91,222.14	\$1,754.27	\$48.39	\$94,414.92	\$1,815.67	\$50.09	\$94,871.03	\$1,824.44	\$50.33
5.2	\$89,549.20	\$1,722.10	\$47.51	\$93,131.17	\$1,790.98	\$49.41	\$96,390.76	\$1,853.67	\$51.14	\$96,856.41	\$1,862.62	\$51.38
5.3	\$91,432.64	\$1,758.32	\$48.51	\$95,089.95	\$1,828.65	\$50.45	\$98,418.09	\$1,892.66	\$52.21	\$98,893.54	\$1,901.80	\$52.46
6.1	\$94,649.36	\$1,820.18	\$50.21	\$98,435.33	\$1,892.99	\$52.22	\$101,880.57	\$1,959.24	\$54.05	\$102,372.75	\$1,968.71	\$54.31
6.2	\$97,896.24	\$1,882.62	\$51.93	\$101,812.09	\$1,957.92	\$54.01	\$105,375.51	\$2,026.45	\$55.90	\$105,884.57	\$2,036.24	\$56.17
6.3	\$101,146.24	\$1,945.12	\$53.66	\$105,192.09	\$2,022.92	\$55.80	\$108,873.81	\$2,093.73	\$57.76	\$109,399.77	\$2,103.84	\$58.04
7.1	\$104,396.24	\$2,007.62	\$55.38	\$108,572.09	\$2,087.92	\$57.60	\$112,372.11	\$2,161.00	\$59.61	\$112,914.97	\$2,171.44	\$59.90
7.2	\$107,649.36	\$2,070.18	\$57.11	\$111,955.33	\$2,152.99	\$59.39	\$115,873.77	\$2,228.34	\$61.47	\$116,433.55	\$2,239.11	\$61.77
7.3	\$110,898.32	\$2,132.66	\$58.83	\$115,334.25	\$2,217.97	\$61.19	\$119,370.95	\$2,295.60	\$63.33	\$119,947.62	\$2,306.69	\$63.63
8.1	\$114,798.32	\$2,207.66	\$60.90	\$119,390.25	\$2,295.97	\$63.34	\$123,568.91	\$2,376.33	\$65.55	\$124,165.86	\$2,387.81	\$65.87
8.2	\$118,700.40	\$2,282.70	\$62.97	\$123,448.42	\$2,374.01	\$65.49	\$127,769.11	\$2,457.10	\$67.78	\$128,386.35	\$2,468.97	\$68.11
8.3	\$122,594.16	\$2,357.58	\$65.04	\$127,497.93	\$2,451.88	\$67.64	\$131,960.35	\$2,537.70	\$70.01	\$132,597.84	\$2,549.96	\$70.34
8.4	\$126,252.88	\$2,427.94	\$66.98	\$131,303.00	\$2,525.06	\$69.66	\$135,898.60	\$2,613.43	\$72.09	\$136,555.12	\$2,626.06	\$72.44
8.5	\$129,914.72	\$2,498.36	\$68.92	\$135,111.31	\$2,598.29	\$71.68	\$139,840.20	\$2,689.23	\$74.19	\$140,515.76	\$2,702.23	\$74.54



## Schedule 2 - Wages – Stream B & C Employees

NOTE: The Base Hourly Rate provided in the below table is calculated on 38 ordinary weekly working hours.

\*EBA commitment is 3.5% increase in 2024 or CPI (capped at 4%, whichever is greater).

Wage Level	1/7/2022			1/7/2023			1/7/2024			1/07/2024*		
	4.00%			4.00%			3.50%			4.00%		
	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	\$57,617.04	\$1,108.02	\$29.16	\$59,921.72	\$1,152.34	\$30.32	\$62,018.98	\$1,192.67	\$31.39	\$62,318.59	\$1,198.43	\$31.54
2	\$59,133.36	\$1,137.18	\$29.93	\$61,498.69	\$1,182.67	\$31.12	\$63,651.15	\$1,224.06	\$32.21	\$63,958.64	\$1,229.97	\$32.37
3	\$60,848.32	\$1,170.16	\$30.79	\$63,282.25	\$1,216.97	\$32.03	\$65,497.13	\$1,259.56	\$33.15	\$65,813.54	\$1,265.65	\$33.31
4	\$61,725.04	\$1,187.02	\$31.24	\$64,194.04	\$1,234.50	\$32.49	\$66,440.83	\$1,277.71	\$33.62	\$66,761.80	\$1,283.88	\$33.79
5	\$62,429.12	\$1,200.56	\$31.59	\$64,926.28	\$1,248.58	\$32.86	\$67,198.70	\$1,292.28	\$34.01	\$67,523.34	\$1,298.53	\$34.17
6	\$64,233.52	\$1,235.26	\$32.51	\$66,802.86	\$1,284.67	\$33.81	\$69,140.96	\$1,329.63	\$34.99	\$69,474.98	\$1,336.06	\$35.16
7	\$66,182.48	\$1,272.74	\$33.49	\$68,829.78	\$1,323.65	\$34.83	\$71,238.82	\$1,369.98	\$36.05	\$71,582.97	\$1,376.60	\$36.23
8	\$68,034.72	\$1,308.36	\$34.43	\$70,756.11	\$1,360.69	\$35.81	\$73,232.57	\$1,408.32	\$37.06	\$73,586.35	\$1,415.12	\$37.24
9	\$69,914.00	\$1,344.50	\$35.38	\$72,710.56	\$1,398.28	\$36.80	\$75,255.43	\$1,447.22	\$38.08	\$75,618.98	\$1,454.21	\$38.27
10	\$72,137.52	\$1,387.26	\$36.51	\$75,023.02	\$1,442.75	\$37.97	\$77,648.83	\$1,493.25	\$39.30	\$78,023.94	\$1,500.46	\$39.49
11	\$80,653.04	\$1,551.02	\$40.82	\$83,879.16	\$1,613.06	\$42.45	\$86,814.93	\$1,669.52	\$43.93	\$87,234.33	\$1,677.58	\$44.15
12	\$82,371.12	\$1,584.06	\$41.69	\$85,665.96	\$1,647.42	\$43.35	\$88,664.27	\$1,705.08	\$44.87	\$89,092.60	\$1,713.32	\$45.09
13	\$85,911.28	\$1,652.14	\$43.48	\$89,347.73	\$1,718.23	\$45.22	\$92,474.90	\$1,778.36	\$46.80	\$92,921.64	\$1,786.95	\$47.03
14	\$87,713.60	\$1,686.80	\$44.39	\$91,222.14	\$1,754.27	\$46.17	\$94,414.92	\$1,815.67	\$47.78	\$94,871.03	\$1,824.44	\$48.01
15	\$91,432.64	\$1,758.32	\$46.27	\$95,089.95	\$1,828.65	\$48.12	\$98,418.09	\$1,892.66	\$49.81	\$98,893.54	\$1,901.80	\$50.05
16	\$93,306.72	\$1,794.36	\$47.22	\$97,038.99	\$1,866.13	\$49.11	\$100,435.35	\$1,931.45	\$50.83	\$100,920.55	\$1,940.78	\$51.07
17	\$94,649.36	\$1,820.18	\$47.90	\$98,435.33	\$1,892.99	\$49.82	\$101,880.57	\$1,959.24	\$51.56	\$102,372.75	\$1,968.71	\$51.81
18	\$97,895.20	\$1,882.60	\$49.54	\$101,811.01	\$1,957.90	\$51.52	\$105,374.39	\$2,026.43	\$53.33	\$105,883.45	\$2,036.22	\$53.58
19	\$104,396.24	\$2,007.62	\$52.83	\$108,572.09	\$2,087.92	\$54.95	\$112,372.11	\$2,161.00	\$56.87	\$112,914.97	\$2,171.44	\$57.14
20	\$110,898.32	\$2,132.66	\$56.12	\$115,334.25	\$2,217.97	\$58.37	\$119,370.95	\$2,295.60	\$60.41	\$119,947.62	\$2,306.69	\$60.70
21	\$114,798.32	\$2,207.66	\$58.10	\$119,390.25	\$2,295.97	\$60.42	\$123,568.91	\$2,376.33	\$62.53	\$124,165.86	\$2,387.81	\$62.84

### Schedule 3 - Wages - Stream B & C Explanatory Table

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

## Schedule 4 - Allowances

The Allowances in the below table are to be paid in accordance with the provisions set out in Clause 3.3 and Schedule 5.

\*EBA commitment is 3.5% increase in 2024 or CPI (capped at 4%, whichever is greater).

Allowances Type	1/7/2022	1/7/2023	1/7/2024	1/7/2024*
1. Rubbish and Sanitary Operations - Rubbish (per hour)	\$2.94	\$3.06	\$3.16	\$3.18
2. Rubbish and Sanitary Operations - Sanitary (per hour)	\$3.34	\$3.47	\$3.59	\$3.61
3. First Aid (per week)	\$19.04	\$19.80	\$20.49	\$20.59
4. Leading Hand > 2-but less than 6 (per day)	\$5.75	\$5.98	\$6.19	\$6.22
5. Leading Hand > 6 but less than 11 (per day)	\$8.57	\$8.91	\$9.22	\$9.27
6. Leading Hand 11 or more (per day)	\$11.50	\$11.96	\$12.38	\$12.44
7. Tool (per week)				
a. Carpenter and/or Joiner	\$28.47	\$29.61	\$30.65	\$30.80
b. Plumber and Gasfitter	\$28.47	\$29.61	\$30.65	\$30.80
c. Plasterer and Tiler	\$23.48	\$24.42	\$25.28	\$25.40
d. Engineering Tradesperson	\$23.48	\$24.42	\$25.28	\$25.40
e. Electrical Tradesperson	\$23.48	\$24.42	\$25.28	\$25.40
f. Bricklayer	\$20.17	\$20.98	\$21.72	\$21.82
g. Stonemason	\$20.17	\$20.98	\$21.72	\$21.82
h. Waterproofer	\$11.06	\$11.51	\$11.91	\$11.97
i. Signwriter, Painter, Glazier	\$7.05	\$7.33	\$7.59	\$7.63
j. Licensed Drainer	\$7.05	\$7.33	\$7.59	\$7.63
8. Trailer (per day)	\$3.56	\$3.70	\$3.83	\$3.85
9. Truck crane or Straddle unloader (per day)	\$3.56	\$3.70	\$3.83	\$3.85
10. Working in Water (per hour)	\$2.09	\$2.18	\$2.25	\$2.26
11. Meal (per event as per 3.3.6)	\$13.81	\$14.36	\$14.86	\$14.94
12. Motor Vehicle (km)	\$0.85	\$0.88	\$0.91	\$0.92
13. Motorbike (km)	\$0.29	\$0.30	\$0.31	\$0.31
14. Clothing - Own Uniforms (per annum, pro rata basis each day)	\$165.48	\$172.10	\$178.13	\$178.99
15. Laundry (per week)	\$1.96	\$2.04	\$2.11	\$2.12
16. On Call (weekly)	\$260.06	\$270.46	\$279.93	\$281.28
17. Local Government Industry Allowance (per hour)	\$0.96	\$1.00	\$1.03	\$1.03

## **Schedule 5 - On Call Arrangements**

### **1. 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'.

#### **1.1. Weekly allowance**

- a) All Employees rostered on call for emergency work and out of hours telephone calls shall be paid an allowance per rostered week, or pro rata equivalent where call out arrangements are set for less than a seven (7) day week. The weekly allowance is outlined in Schedule 4, Allowance 16.
- 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.

#### **1.2. 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 original call 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 worked on emergency work that continues beyond three (3) hours from the time of receiving the original call, including second or subsequent calls, will be paid 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 payment of six (6) hours at the ordinary hourly rate.
- e) A second or subsequent weekend or holiday call received within three (3) hours of the original call 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 that continues beyond three (3) continuous hours on weekend or public holiday call outs will be paid at the rate of 200% for each hour worked.

### **1.3. Phone allowance**

- a) 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.
- b) 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.
- c) Any Employee whose telephone costs are being met shall continue to have such costs paid by the Council if the Employee continues to be rostered on call.

### **1.4. Public holidays**

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

### **1.5. 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. If an Employee is required to perform work on one or more occasions in any one day the payment received for that day shall not be less than one hour's salary at ordinary time rates.

## **Schedule 6 - Local Area Work Arrangement (LAWA) - Waste Facilities**

### **1. Entitlement**

- a) The Local Work Area Arrangement (LAWA) is specifically designed for the Waste Facilities work area within Council, which varies conditions of employment for those Employees employed under the LAWA. When viewed overall, Employee's employed under the LAWA will not on balance be disadvantaged when compared with this Agreement and/or the relevant Award.
- b) This Schedule applies only to Employees employed prior to the commencement of this Agreement who were employed under a LAWA in either the Waste Management Facility Operator or Weighbridge Attendant role.
- c) Unless specified in this Schedule all other terms and conditions will be in accordance with this Agreement. The conditions in this Schedule will not be applied to any other Employees.

### **2. Waste Management Facility Operators**

#### **2.1. Rate of Pay**

- a) At the commencement of this Agreement the Base Hourly Rate shall be the Base Weekly Wage Level 6 under Schedule 2 divided by 33 Hours.
- b) This Base Hourly rate shall be increased in accordance with the Wage and Salary increases in Clause 3.2 and Schedule 2 of this Agreement.
- c) Where Employees work more than 8.44 ordinary hours per day or 76 hours per fortnight, Employees will be paid overtime in accordance with the Award.
- d) No additional payment is paid for work rostered on a weekend.

#### **2.2. Hours of Work**

- a) Employees will be entitled to a Nine (9) day fortnight arrangement in accordance with this Agreement.
  - The spread of ordinary working hours shall be varied in accordance with Clause 15.3 (b) of the Stream B Award Division 2 - Section 5 as follows:
    - (i) The spread of hours will be from 6.30am to 6.30pm, and Employees will be rostered to work within the span of hours.
- b) Employees will be required to work 76 hours per fortnight, with a 10-minute morning and 10-minute afternoon paid break included. These breaks will be taken at times which will not interfere with the continuity of operational requirements.
- c) Employees will also receive an unpaid lunch break of up to one (1) hour to be taken between 12.00pm and 2.00pm.

- d) Where Employees are requested to work during rostered days off, this will be paid overtime in accordance with the Award.

### **3. Weigh Bridge Attendants**

#### **3.1. Rate of Pay**

- a) At the commencement of this Agreement the Base Hourly Rate shall be Wage Level 5 under Schedule 2.
- b) This Base Hourly rate shall be increased in accordance with the Wage and Salary increases in Clause 3.2 of this Agreement.
- c) Employees will receive an additional Loading of 22% of their Base Hourly Rate in lieu of the penalties you may have otherwise received under Clause 15.2 of the Stream B Award.
- d) Casual Employees will receive Casual Loading of 25% on top of the Base Hourly Rate, and in addition to the 22% Loading referenced in (iii).
- e) Where Employees work more than their ordinary ten (10) hours per day or 60 hours per fortnight, Employees will be paid overtime in accordance with the Award.
- f) All work performed will be paid as ordinary time with no weekend penalty rates.

#### **3.2. Hours of Work**

- a) Employees ordinary hours of work shall be 30 hours per week.
- b) The spread of ordinary working hours shall be varied in accordance with Clause 15.3 (b) of the Stream B Award  
  
- Division 2 - Section 5.
- c) Due to seasonal requirements, the operating hours of waste facilities will vary based on operational needs as follows:
  - (i) During the summer season the spread of hours will be from 6.00am to 6.30pm. Employees will work eleven (11) hours per day. This will comprise of ten (10) ordinary hours and one (1) hour of overtime. The additional one (1) hour of overtime will be paid at time and one half (Sunday at double time):  
and
  - (ii) During the winter season the spread of hours will be from 6.00am to 6.30pm. Employees will work ten (10) hours per day.
- d) Given the nature of the work performed and in accordance with Clause 15.1 (d) of the Stream B Award - Division 2 - Section 5, the maximum ordinary hours per day are varied to ten (10) hours.

- e) Employees will receive a 10-minute morning and 10-minute afternoon paid break. These breaks will be taken at times which will not interfere with the continuity of operational requirements.
- f) Employees will also receive an unpaid lunch break of up to one (1) hour to be taken between 11.30am and 2.30pm.
- g) Casual Employees lunch break will be 30 minutes between 11.30am and 2.30pm.
- h) Where Employees are requested to work during rostered days off, this will be at overtime rates in accordance with the Award.

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