

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Gold Coast City Council Certified Agreement 2009
(CA/2009/154)

DEPUTY PRESIDENT SWAN

10 December 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 10 December 2009 the Commission certifies the following written agreement:

Gold Coast City Council Certified Agreement 2009 (CA/2009/154) [as amended]

made between:

- Gold Coast City Council (ABN 84 858 548 460)
- The Australian Workers' Union of Employees, Queensland
- Queensland Services, Industrial Union of Employees
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- The Electrical Trades Union of Employees Queensland
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland

The Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees became bound by the agreement pursuant to s.166(2) of the *Industrial Relations Act 1999*.

The agreement was certified by the Commission on 10 December 2009 and shall operate from the date of certification by the Queensland Industrial Relations Commission (i.e. 10 December 2009) until its nominal expiry on 30 June 2012.

This agreement replaces Gold Coast City Council Certified Agreement 2006 [AC301417 (Agreement Number 06549744)].

BY THE COMMISSION.

D.A. SWAN
Deputy President

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1 Application and operation

1.1 Title

This Agreement shall be known as the "**Gold Coast City Council Certified Agreement 2009**".

1.2 Definitions

Definitions and Abbreviations

The following definitions apply in this Agreement:

Act

The Industrial Relations Act 1999 (Qld)

Agreement

Gold Coast City Council Certified Agreement 2009 [hereinafter referred to as the Agreement].

Award

Any or all of the relevant parent Awards as defined in clause 1.8 of this Agreement, namely

- Queensland Local Government Officers' Award, 1998
- Local Government Employees' (Excluding Brisbane City Council) Award - State 2003
- Building Trades (Public Sector) Award - State 2002
- Electrical Contracting Industry Award - State 2003
- Engineering Award - State 2002

[hereinafter referred to as the Parent Award/s].

BT(PS) Award

The Building Trades (Public Sector) Award - State 2002

Commission

The Queensland Industrial Relations Commission (or 'QIRC')

Consultation

An exchange of information by the parties and the affected employees, enabling all the participants to genuinely contribute to the decision making process taking into consideration all relevant views of the participants.

Council

Gold Coast City Council

ECI Award

The Electrical Contracting Industry Award - State 2003

Engineering Award

The Engineering Award - State 2002

Immediate Family

The term **immediate family** includes:

- (a) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee;

- (b) child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee; and
- (c) Council acknowledges that the above definition of immediate family or household member may not always cover the diverse and varying range of potential personal circumstances that may exist for employees in relation to family and caring responsibilities. Employees with extraordinary circumstances may make application for Personal Leave and Bereavement Leave, and where an agreement cannot be reached the Grievance and Disputes Procedures contained within this agreement shall apply.

Local Area Agreements (LAA)

This is an agreement based on the needs of a specific work area within Council which may vary the conditions of employment, however, when viewed as a whole the employee/s will not overall be disadvantaged when employed under the terms of a LAA in comparison to the agreement and relevant Parent Award.

LGE Award

The Local Government Employees' (Excluding Brisbane City Council) Award - State 2003

LGO Award

The Queensland Local Government Officers' Award, 1998

Mutual Agreement

Shall mean agreement in writing between the Council, Employees and the Union/s [where appropriate].

No Disadvantage Test

Defined in accordance with the *Industrial Relations Act 1999 (Qld)*

Productivity

Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness. Productivity gains may be in a variety of forms, which may include:

- the provision of the same level and quality of services at a lesser input;
- the provision of a greater level of customer service at the same or lesser input;
- new sources of income, offsets and partnerships;
- the development of a capacity to provide increased services in those work units where growth is occurring;
- updated technology;
- any agreed combination of the above.

Rostered Day Off (RDO)

Means an accrued day off without reduction in pay. Full-time employees may accrue time towards the taking of the RDO by working additional time each day. Gold Coast City Council's standard RDO arrangements are to work a 9 day fortnight.

1.3 Parties to the agreement

- A) This agreement is made between the Council of the City of Gold Coast, and the Unions named in this clause, pursuant to the provisions of the *Industrial Relations Act 1999 (Queensland)*.
- B) The agreement shall be binding upon the Council of the City of Gold Coast, and the following organisations of employees:
 - (i). The Queensland Services Industrial Union of Employees;
 - (ii). The Association of Professional Engineers, Scientists and Managers, Australia Queensland Branch Union of Employees;
 - (iii). The Australian Workers' Union of Employees, Queensland;
 - (iv). The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
 - (v). The Automotive, Metals, Engineering Printing and Kindred Industries Union, Industrial Union of Employees, Queensland;
 - (vi). The Transport Workers Union of Australia Union of Employees (Queensland Branch);
 - (vii). Plumbers & Gasfitters Employees' Union Queensland, Union of Employees ; and
 - (viii). The Electrical Trades Union of Employees Queensland
- C) This Agreement shall apply to the Council of the City of Gold Coast and its employees, whose classifications are specified within this Agreement. The provisions of this Agreement do not apply to the Chief Executive Officer and those employees of the Gold Coast City Council who are employed as Executive Officers. Executive Officers are senior employees who are employed on individual contracts of employment, and whose conditions of employment are entirely determined by those contracts.

- D) The wage rates and conditions contained in this Agreement are a comprehensive package of wages and conditions which are intended to apply to existing wage rates and conditions of employment in respect of any employee, whose conditions of employment are subject to this Agreement.

1.4 Date and period of operation

This Agreement shall operate, in accordance with its terms, from the date of certification and shall have a nominal expiry date of 30 June 2012.

1.5 Posting of agreement

Gold Coast City Council shall ensure that an up to date copy of this Agreement is readily available for perusal by all employees. An electronic copy will be accessible for employees and hard copies will be available for perusal by employees at Council's administration buildings and depots.

1.6 Operation of parts

- (i) **Part 1** - Part 1 of this Agreement contains general provisions applicable to all employees whose employment is subject to this Agreement.
- (ii) **Part 2 (Appendices)** - The Appendices set out specific local arrangements for groups of employees as described in each Appendix. The terms of the Appendices override the terms of Part 1 to the extent of any inconsistency.

1.7 Purpose and objectives of agreement

This Agreement facilitates a workplace that is responsive to a changing environment. Management and employees can then anticipate and react to pressures from the community, business and government sectors. Accordingly it assists Council and its employees to maximise efficiency and effectiveness. This process will include the following elements:

- 1.1 provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements.
- 1.2 commit to achieving continued productivity improvements to ensure provision of a quality service to the community and the Council's customers.
- 1.3 promote a harmonious and productive work environment through ongoing cooperation and consultation.
- 1.4 commit to maintaining a healthy and safe work environment.
- 1.5 ensure the Council maintains a viable, effective and secure workforce.
- 1.6 promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes in order that employees can achieve these objectives.
- 1.7 the parties will be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.
- 1.8 provide employment security and improved wages and conditions for employees.

1.8 Relationship to parent awards

This Agreement shall be read and interpreted wholly in conjunction with the Awards named below, provided that where there is any inconsistency, this Agreement shall take precedence.

Further, where this Agreement is silent, the provisions of the relevant Award as named below, shall apply:

- (a) Queensland Local Government Officers' Award 1998;
- (b) Local Government Employees' (Excluding Brisbane City Council) Award - State 2003;
- (c) Building Trades (Public Sector) Award - State 2002;
- (d) Electrical Contracting Industry Award - State 2003; and
- (e) Engineering Award - State 2002.

1.9 No extra claims

For the period of the Agreement, the Council and the Unions party to this Agreement agree that there will be no further or additional claims made by any party in relation to wages or conditions of employment covered by this agreement.

1.10 Grievance/dispute avoidance and settlement

Effective communication between employees and council management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain efficient and sound working relationships.

In the event of any grievance arising and/or disagreement between Council and its employee or employees in relation to this Agreement or any work related matter the following procedures shall be applied:

- Step 1 Any employee or employees with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible. The employee may request Union representation.
- Step 2 If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s may elect to be represented by an elected workplace delegate and/or an authorised employee of the appropriate Unions.
- Step 3 Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer (or delegate) and an authorised officer of the Unions who will attempt to facilitate a resolution.

Note: Where practical, the above steps shall take place within seven (7) working days.

If after the above steps the matter remains unresolved, the dispute may be referred to the Queensland Industrial Relations Commission for conciliation, and if the matter remains unresolved, for arbitration (subject to the Commission having the jurisdiction to deal with the matter). The parties agree that any arbitrated decision by the QIRC will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.

Whilst the grievance and disputes procedure is being followed, the "status quo" continuation of work and customary work practices shall prevail and every endeavour shall be applied to ensure that normal work practices continue, until such times as a settlement is reached, except where a bona fide Workplace Health and Safety issue is involved.

All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.

The above procedures do not restrict the Council or an authorised officer of the relevant Union from making representations to each other at any stage in this procedure.

2 Hours and arrangement of work

2.1 Hours of work

The ordinary hours of work for all employees shall be in accordance with the full provisions of the relevant parent Awards listed in clause 1.8 of this Agreement, or as otherwise specified for employees in the local area agreements (in Part 2 of this Agreement).

2.2 Commitment to part-time employment

Council acknowledges the importance of work arrangements that assist staff to balance their various work and life responsibilities, and accordingly, employees may wish to seek flexible or part time work arrangements for a variety of reasons. Part-time work is an option that is currently available to Council employees where operational requirements permit. Within that limitation, Council is committed to providing employees with access to flexible work options that enhance their work and life balance.

Further, in keeping with a commitment made under a previous EBA, the 10% loading paid to part-time employees will not be payable to any employees moving to new part-time arrangements. However, the loading will continue to be maintained for those employees already receiving it, while they remain under their existing part-time arrangements.

2.3 Part-time employment conditions

- 1) Part-time employment means employment for fewer than the normal weekly ordinary hours specified for a full-time employee by the relevant Award, and for which all Award entitlements are paid on a pro-rata basis.

- 2) At the time of employment on a part-time basis, the Council and the part-time officer will agree in writing on a pattern of work relevant to the position, which will specify the number and the spread of ordinary weekly hours to worked. The agreed pattern of work may be varied, but only through mutual agreement. Any such agreed amendment work will be recorded in writing.
- 3) The ordinary hourly rate of pay for a part-time employee will be calculated by dividing the annual salary (as specified in this agreement for the employee's classification) by 52 and then dividing the result by the normal weekly ordinary hours specified for a full-time employee by the Award relevant to the part-time employee's classification.
- 4) A part-time employee who works in excess of the ordinary weekly hours prescribed by the relevant Award for a full-time employee, will be overtime and paid for at rates set out in the overtime provisions as contained in the Award relevant to the part-time employee's classification.
- 5) Where a public holiday falls on a day upon which a part-time employee is normally engaged, that employee shall be paid their ordinary time rate of pay for the number of hours normally rostered to be worked on that day. Where the employee works on the holiday, the employee shall be paid public holiday rates in accordance with the provisions of the Award relevant to the work being performed.
- 6) Where a roster system is utilised, part-time employees will receive 30 days' notice of their rostered shifts. Variations to these rostered shifts may be made, but only through genuine mutual agreement between Council and the part-time employee.
- 7) Unless the employee otherwise requests and Council agrees, part-time employees must be rostered for a minimum period of 4 consecutive hours on any one day. Split shifts will not be utilised.

2.4 Flexible use and banking of RDOs

Where an employee requests a change to a Rostered Day Off (RDO) to assist with personal obligations, that request will be approved unless a significant operational reason exists that would preclude the change of RDO.

Additionally, and notwithstanding the Hours of Work clause in the parent Award, as defined in clause 1.8 (Relationship to Parent Awards), where the arrangement of ordinary hours of work provides for a RDO, the Council and the employees concerned, may agree in writing to accrue up to a maximum of five (5) RDOs, provided that the RDO shall not be accrued without written consent.

Where such agreement in writing has been reached, the accrued RDO shall be taken within 12 calendar months of the date on which the first RDO was accrued. Consent to accrue RDOs shall not be unreasonably withheld by either party. If an employee has an entitlement of accrued RDO's upon termination of employment, the accrued RDOs will be paid out at single time.

A banked RDO shall not be taken without written consent.

Wherever possible, employees will be allowed to accrue (or 'bank') up to 5 days RDO's for the purpose of availing of such accrued RDOs between the Christmas and New Year period, subject to operational convenience. Approval shall not be unreasonably withheld.

2.5 Nine-day fortnight provisions

This provision only applies to the classifications covered by the Queensland Local Government Officers' Award.

a) Hours of Duty

The standard ordinary hours of duty to be worked by employees working a nine-day fortnight arrangement are as follows:

8am	Commence work
10 minute	Tea break to be taken mid-morning
45 minute	Lunch break taken between noon and 2pm
4.40pm	Finish work.

Notwithstanding the above, the ordinary hours of duty for employees on this arrangement shall be in accordance with the Queensland Local Government Officers' Award 1998, being 36 1/4 hours per week or 7 1/4 hours per day inclusive between the hours of 6am to 6pm. This spread of hours is available to ensure flexibility in relation to the start and finish times so that each Branch / Work Unit is able to set the employees' hours of work to meet their own operational requirements.

The parties acknowledge that the daily standard ordinary hours (as specified above) include an earlier finish time, in return for the forgoing of an afternoon tea break of 10 minutes. In other words, no afternoon tea break is taken so that the finish time can be earlier.

b) Days Off

- i) Each officer working the hours provided in Clause (a) above shall be entitled to an accrued day off without reduction in pay each and every fortnight of employment. The day on which such accrued day off is to be taken, shall be determined by mutual agreement between the Supervisor / Manager and the employee.
- ii) Where an accrued day off falls on a day prescribed as a public holiday in clause 5.10 of Part 1, an additional accrued day off in lieu shall be made available.
- iii) The Supervisor / Manager or delegated person in consultation with Managers shall prepare rosters in accordance with the above for each quarter. Such rosters shall be displayed on Council's notice boards at least two weeks before the commencement of each quarter.

Provided that where an officer requests it, the Supervisor / Manager or the delegated person in consultation with the Manager may approve the accrued day off each fortnight being on some other day than that rostered where special circumstances can be demonstrated by that officer. Flexible use of RDOs will be available in accordance with clause 2.4 of this Agreement.

Provided further that when a Supervisor / Manager demonstrates special circumstances to the Manager / Director or the delegated person, an officer's accrued day off may be postponed from its rostered date to some other day.

- iv) Officers who supervise or support officers who work a nine day fortnight with a common accrued day off shall be entitled to have the same day off without reduction in pay as the officers they supervise or support.

c) Overtime

- i) For the purposes of the Hours of Duty provisions contained in the Queensland Local Government Officers' Award 1998, the hours provided in Clause (a) above shall be the ordinary hours of duty.
- ii) Notwithstanding anything to the contrary in the Overtime provisions contained in the Queensland Local Government Officers' Award 1998, time worked on the accrued day off provided for in Clause (b) above, shall be treated the same as time worked on Saturday, unless prior arrangements have been made.

d) Sick Leave

- i) Sick leave entitlements shall be recorded in hours and fractions thereof.
- ii) In respect of absences on sick Leave within the span of hours specified in Clauses (a) and (b) above, the actual duration of such absences shall be deducted from such sick leave entitlement.
- iii) An officer who falls sick on the officer's accrued day off, or whose accrued day off occurs while absent on sick Leave, shall not receive any further day off in Lieu.

e) Annual Leave

- i) Annual Leave entitlements shall be recorded in hours and fractions thereof.
- ii) In respect of absences on annual leave taken within the span of hours specified in Clauses (a) and (b) above, the actual duration of such absences taken shall be deducted from such annual leave entitlement

f) Higher Duties

For the purposes of the Higher Duties provisions contained in the Queensland Local Government Officers' Award 1998, relief of a higher grade officer(s) due to their accrued day off, in accordance with Clause (b) above, shall not count as part of the qualifying period of one day for higher duties purposes.

2.6 Breaks and rest pauses

Breaks and Rest Pauses shall be applied as per the provisions of the Relevant Parent Awards. All Casual employees working four hours or more shall be entitled to Award Breaks and Rest pauses.

2.7 Salaried officers (supervisors) working a 38 hour week

The Local Government Officers' Award (refer clause 1.8 of this agreement) provides that the ordinary hours of duty of such officers having other workers under their immediate supervision may be determined by Council to be the same as the ordinary hours of the workers supervised.

The parties agree that where supervisors employed under the Local Government Officers' Award are required to work a 38 hour week due to their supervision of State Award staff, those supervisors will be paid at ordinary rates ('single time') for those hours worked in excess of 36.25 hours per week (that is, 1.75 hours per week). Hours worked in excess of 38 hours per week will be subject to the usual overtime approval and payment procedures.

2.8 Ten hour break after overtime

An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not at least 10 consecutive hours off duty between those times shall be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until the employee is released from duty for such period until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

For those workers whose ordinary hours do not include work on Sundays or public holidays, for the purposes of this clause, the time of termination of the employee's ordinary work shall be deemed to be the time of cessation of ordinary working hours on a normal working day (i.e., the usual finishing time).

Further, any provision in a relevant parent Award (see clause 1.8) to the effect that overtime does not count for the purposes of the 10 hour break (as specified in the previous paragraph), when the employee is required to leave home to perform work for less than two hours, shall not apply.

3 Employment matters

3.1 Types of employment

The types of employment (e.g. full-time, part-time, casual and maximum-term) will be based on the full provisions of the relevant Parent Award/s listed in Clause 1.8 of this agreement.

3.2 Work and family

The parties acknowledge that the aims of efficiency, effectiveness and equity can be furthered by increased flexibility and improvements in working arrangements. Further, the parties support the implementation of ILO Convention 156 - "Workers with Family Responsibilities" and therefore agree that addressing the needs of such workers while enhancing organisational flexibility is a priority for the parties to this Agreement.

In order to assist employees with family responsibilities, the parties reinforce their commitment to initiatives established under previous agreements, including permanent part-time work, and the maintenance of the Child Care Referral Service. This service will provide employees with information on the availability of child care services such as child care centres, nanny care, baby-sitting, before/after school care, vacation care, and emergency/sick care.

3.3 Simultaneous advertising of positions

Council at its discretion may elect to advertise any vacant position both externally (ie, to the general public) and within the organisation ("simultaneous advertising"). Internal advertising at first instance may occur if Council considers that suitably qualified and experienced applicants are available within the organisation. Council remains committed to providing career paths for its staff and to that end the parties agree to review the overall impact of this measure through discussion at Joint Consultative Committee.

3.4 Employment security

The parties agree that the best way to optimise job security is through maximum efficiencies, aiming for best practice and continual productivity improvements. Further, the parties acknowledge that the current workplace of Council is a critical element in the improvement of quality service provision and that these efficiencies and improvements will not be pursued through job reductions.

The parties are committed to optimising the employment security of employees by:

1. taking steps to ensure Council has the benefit of a stable and committed workforce;

2. training and developing employees' levels of skill and ability and providing retraining when necessary;
3. providing an environment which supports career development and equal employment opportunity;
4. continuing to manage Council's workforce to minimise the need for involuntary labour reductions in the future;
5. implementing consultative mechanisms to ensure timely advice and discussion between employees and management about any significant changes to service delivery which may impact upon labour requirements;
6. introducing measures to increase the security of employees' employment;

At the time of making this agreement, Council has no current intentions of making any redundancies. However, during the life of this agreement, subject to the circumstances of Council's operational needs, and after complying with the terms of this Agreement, Council will use its best endeavours to explore alternatives to any forced redundancy, and will only use forced redundancy as a last resort.

3.5 Contracting out

Gold Coast City Council will endeavour to utilise and promote the use of its existing permanent Council employees for the undertaking of Council's works, services and operations.

While it is not currently the intention of GCCC to engage in any shared resource, joint enterprise or shared service company arrangements (however named) or contracting out, Council reserves the right to make a determination regarding such arrangements.

During the life of this Agreement, Council will, where appropriate, minimise the contracting out or leasing of any works and services currently provided by Council. Provided that Council may determine to contract outsource works and services in the following circumstances:

- in the event of a critical shortage of skilled staff
- where there is a lack of available infrastructure capital or a cost in the provision of technology
- it can be clearly demonstrated that it is in the public interest that such services should be contracted out
- extraordinary or unforeseen circumstances

Where Council decides to contract out or lease any Council works and services provided by Council employees, the affected staff and their relevant unions shall be consulted as early as possible prior to implementation. Such consultations shall occur in accordance with Clause 6.2 of this Agreement.

For the purposes of consultation, the relevant unions will be briefed on the rationale behind Council's decision and be provided with all relevant and requested documentation where possible. It is the responsibility of the relevant union to participate fully in discussions on any proposals to contract out or lease any Council functions.

3.6 Use of labour hire

The parties are committed to maximizing permanent employment where possible. Labour Hire arrangements should only be utilised where Council employment is not viable or appropriate.

4 Salaries and allowances

4.1 CPI Clause

Upon the availability of the CPI (Brisbane) for the year ending 31 March for each year of this agreement, the parties will compare the rise in CPI with the wage increase provided for in this agreement, as listed immediately below in the table in clause 4.2. If the annual rate of CPI is greater than the percentages in the table in clause 4.2, then the percentage increase for the wage rise will match the rate of CPI for that year.

4.2 Salary rates and their application

Under the terms of this Agreement, the following wage increases will apply:-

DATE OF INCREASE	INCREASE PERCENTAGE
1 July 2009	3.85% per annum or \$37.50 per week, or CPI whichever is the greater
1 July 2010	3.9% per annum or \$37.50 per week, or CPI whichever is the greater
1 July 2011	3.9% per annum or \$37.50 per week, or CPI whichever is the greater

The minimum annual and weekly wage rates payable to employees is set out in the indicative Pay Scales in Schedule 2 of this Agreement. Where relevant, these rates may be replaced by LAAs in Part 2 of this Agreement.

4.3 Salary sacrifice

All permanent employees of Council are entitled to enter into salary sacrifice arrangements as long as the relevant Australian Taxation Office rules for doing so are met. Employees are strongly advised to seek independent financial advice before entering into a salary sacrifice arrangement.

During the life of the Agreement, salary sacrifice arrangements will be available for the following items:

- superannuation contributions;
- participation under the Limited Private Use Car Scheme;
- novated leasing of vehicles

4.4 Superannuation

Council shall provide a superannuation benefit to all eligible employees engaged under the terms of this Agreement, as prescribed by the *Local Government Act 1993* in accordance with the terms of the Local Government Superannuation Scheme.

In respect to casual employees engaged under this Agreement, Council shall provide superannuation benefits to eligible employees as prescribed by the *Superannuation Guarantee (Administration) Act 1992*.

4.5 Adult apprentices

Where an adult person (i.e., over 21 years of age) enters into an apprenticeship with the Gold Coast City Council, they shall be paid in accordance with the relevant parent Award listed in clause 1.8 of this Agreement; provided that the adult apprentice shall not receive less than an amount equivalent to the Queensland Minimum Wage as amended from time to time.

Provided that part-time adult apprentices and trainees shall not be paid less than the *pro rata* of an amount equivalent to the Queensland Minimum Wage.

Provided further these provisions shall not apply to apprentices who become an adult during the term of the apprenticeship or traineeship.

4.6 Allowances

All applicable allowances for employees shall be in accordance with the full provisions of the relevant parent Award and/or Local Area Agreement (Part 2 of this agreement) unless specified in the clauses following.

4.7 Motor vehicle mileage allowance

Where an employee is required by Council to provide a motor vehicle for official duties that employee shall be paid an allowance per kilometre in accordance with the scale of such allowance as published at that point in time by the Australian Taxation Office for the claiming of work-related car expenses.

4.8 On call allowance

A. On call Allowance

1. Council may instruct an employee to be available to perform emergency work either remotely or through attendance at the work-site outside of his /her normal working hours.
2. In return for the employee holding him/herself available for work outside of ordinary working hours (on call), an availability allowance of \$224 per week (or \$32 per day) is payable.
3. To be eligible for the allowance, the employee must have been instructed to be available for work and be readily accessible and in a fit state if called upon to perform work. The mere provision of electronic means for contact or to perform work remotely does not in itself justify entitlements to the allowance.
4. The on call allowance shall be increased annually from the first full pay period to commence in January of each year as follows:

January 2010 - \$33.00

January 2011 - \$34.00

5. Employees who are on call (i.e., in receipt of availability allowance) and are called upon to perform emergency work will be paid overtime in accordance with section B of this clause relating to Call Out Payment.
6. If an employee is required to be on call on a Public Holiday, the employee leave records will be credited with one additional ordinary time day for that Public Holiday. When this time is taken as leave, the employee will be paid the equivalent of a day's pay at their ordinary rate of pay.

B. Call out payment

1. If an employee is required to travel to a work place to perform necessary emergency work, all work performed by the employee shall be paid from the time of leaving home to commence work until the time the employee returns home. The payment received in these circumstances shall not be less than a minimum payment of three hours at double time.
2. Where an employee who is on call and is called upon to perform emergency work remotely or from home, all work performed on that day shall be at the prescribed overtime rates, from the time the employee commences the emergency work until such time the employee finishes the work. 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 half hour at overtime rates.
3. An employee shall not be entitled to a minimum payment in respect of each call-out (as described in paragraphs 1 and 2 immediately above) on the same day, or overnight, unless the equivalent hours equal to the minimum payment has elapsed, from the time when the employee had been previously recalled to work.
4. Employees not in receipt of on call allowance but who may be required to support the operation of the on call service, agree to continue to assist as required on a call out basis subject to reasonable consideration of employee wellbeing/work-life balance. In such circumstances, employees will be paid overtime in accordance with the provisions of the relevant Award for that employee.
5. An employee subject to this clause and who can not be reasonably contacted or refuses to perform the emergency work for legitimate or other reasons will forfeit any allowances provided for in this clause.
6. For the purposes of this clause, emergency work occurs when urgent work is required to be done which cannot wait until the next business day. Emergency work is therefore associated with an emergency callout (whether performed from home or at a workplace) and includes duties reasonably associated with that callout.
7. Note that the provisions of clause 2.8 of this agreement (ten hour break after overtime) also apply to overtime performed under this clause.

4.9 Income protection payroll deduction

The Union parties to this agreement shall nominate a preferred, single income protection insurance service. Once that insurer has been nominated, the Council shall put the necessary administrative arrangements in place to allow employees to have payments to the income protection scheme deducted from their pay. Any fee charged to Council for this service will be passed on to employees.

5 Leave

All Leave entitlements for employees subject to this agreement will be applied as per the provisions of the relevant Parent Awards as listed in clause 1.8, except as otherwise specifically prescribed by this Agreement.

5.1 Annual leave

5.1.1 Every employee (other than a casual employee) covered by this Agreement shall at the end of each year of employment, be entitled to annual leave on full pay as follows:

- (i) not less than five weeks if employed on shift work where three shifts per day are worked over a period of seven days per week;
- (ii) not less than four weeks in any other case.

- 5.1.2** For the purpose of the provision “*year of employment*” shall mean and include any year of employment completed on or after 3 December 1973.
- 5.1.3** Provided that annual leave as prescribed in 5.1.1 is not to accrue during periods of leave without pay authorized by Council or otherwise and which exceed three months. For the purposes of calculating the three months for this proviso each period of leave without pay taken by an employee must be treated separately and such periods cannot be treated cumulatively.
- 5.1.4** For the purpose of this clause, leave without pay does not include any period of absence of less than three months during which the employee is entitled to payment under the *WorkCover Queensland Act 1996*.
- 5.1.5** Annual leave shall be exclusive of any statutory holiday occurring during the period of that annual leave and subject to 5.1.6 it shall be paid for by the Council in advance:

5.1.5.1 In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Agreement at that excess rate; or

5.1.5.2 In the case of any and every employee who was performing higher duties as prescribed in clause 10 immediately prior to the taking of annual leave at the following rates:

An employee having performed higher duties for:	Proportion of Annual Leave to be paid at higher duties rate
Less than three months	25%
Three months or more but less than six months	50%
Six months or more but less than nine months	75%
Nine months or more	100%

Provided that the period of time that the employee has performed duties is the aggregate of the time the employee has performed the higher duties during the twelve months preceding the taking of annual leave. However, there will be no double counting of any period the employee has performed higher duties and for which payment on annual leave was made. Provided that no contrived arrangement involving the deployment of any employee will be entered into so as to deprive an employee of or affect the benefits of this provision.

5.1.5.3 In every other case at the ordinary rate payable to the employee concerned immediately prior to the taking of the annual leave.

5.1.6 On the termination of the employment of any employee, such employee shall be paid for any untaken annual leave standing to the employee’s credit on the following basis:

5.1.6.1 If the employee is one to whom 5.1.1(ii) applies, four weeks’ pay for each year of employment completed on or after 3 December 1973 (less any period of such annual leave already taken and paid for) calculated in accordance with 5.1.7 plus, for any period of employment of less than a year, one-twelfth of the employee’s pay for that period of employment calculated in accordance with 5.1.7.

5.1.6.2 If the employee is one to whom 5.1.1(i) applies, five weeks’ pay for each year of employment completed on or after 3 December 1973 (less any period of such annual leave already taken and paid for) calculated in accordance with 5.1.7 plus, for any period of employment of less than a year, one-ninth of the employee’s pay for that period of employment calculated in accordance with 5.1.7.

If the employment of an employee is terminated at the end of a full year of employment such employee shall also be entitled to ordinary pay for any statutory holiday which would have occurred had the employee taken the annual leave standing to the employee’s credit at the termination of employment.

5.1.7 Calculation of Annual Leave Pay

Annual leave pay, including any proportionate payments, shall be calculated as follows:

5.1.7.1 The employee’s prescribed rate of pay for the period of the annual leave as prescribed in 5.1.5.

5.1.7.2 A further amount calculated at the rate of 17.5% of the amount referred to in 5.1.7.1 of this sub-clause; provided that the provisions of this paragraph shall not apply to those employees who are already receiving an annual holiday bonus loading or other annual holiday payment which is not less favourable to the employees concerned.

Shift workers – the rate of pay to be paid to a shift worker for the purposes of 5.1.7.1 shall be the rate payable for work in ordinary time according to the employees roster or projected roster, including Saturday, Sunday or holiday shifts.

5.1.8 Annual leave shall be given and taken at a time mutually convenient to the Council and the employee concerned as far as practicable: Provided that Council, by giving at least one month's notice, may require an employee to take annual leave commencing not earlier than the anniversary of the date of such employee's appointment. Annual leave shall be cumulative and when not taken by mutual agreement shall be added to the employee's subsequent entitlements.

5.1.9 Annual leave shall be given in addition to any notice of termination of employment.

5.1.10 Annual Closedown

5.1.10.1 Gold Coast City Council may close down its operations in work areas, units or sections, or parts thereof, for the purposes of allowing annual leave to all or most of the employees in those work areas, units or sections.

5.1.10.2 During the first time an employee participates in an annual closedown, if such employee has less than a full year's entitlement to annual leave, such employee shall proceed on leave only for the duration of leave entitlement that has been accrued at the time of the commencement of the annual closedown.

5.1.10.3 For the purposes of subsequent closedowns, the anniversary date for annual leave purposes shall be deemed to operate from the date that the Council operated the first closedown that the employee participated in with consequential adjustment to accrued annual leave entitlement.

5.1.10.4 Council shall give six months' notice of whether it proposes to implement an annual closedown.

5.1.10.5 Provided that the foregoing conditions shall also apply in the event of annual leave being staggered so that employees entitled to annual leave may be broken into 2 groups which overlap into a closedown in accordance with clause 5.1.10.1, of not more than 2 working weeks (plus public holidays occurring therein), and employees with a lesser period of service may be stood-down as in clause 5.1.10.2.

5.1.11 Extension of Annual Leave on the basis of reduced pay

An employee may request and the Council may agree to extend the amount of annual leave for which the employee qualifies by the employee taking the leave on half pay for the following purposes:

- family responsibilities;
- study; or
- other special circumstances.

Granting of the leave is subject to operational convenience. Approval will not be unreasonably withheld.

5.1.12 Taking of pro-rata annual leave

Subject to prior management approval, annual leave may be taken prior to the due date of the employees entitlement to annual leave. In such case the leave entitlement shall be calculated on a pro-rata basis.

5.2 Bereavement leave

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

For the purpose of this clause immediate family is defined in clause 1.2.

5.2.1 Paid leave entitlement

5.2.1(a) Death in Australia

A full-time employee is entitled to up to three days bereavement leave on each occasion and on production of satisfactory evidence (if required by the Council) of the death in Australia of either a member of the employee's immediate family or household.

5.2.1(b) Death outside Australia

A full-time employee is entitled to up to three days bereavement leave on each occasion, and on production of satisfactory evidence (if required by the Council) of the death outside Australia of

either a member of the employee's immediate family or household, where the employee travels outside Australia to attend the funeral.

5.2.1(c) Part-time employees

A part-time employee is entitled to up to three days bereavement leave without loss of pay, up to a maximum of 24 hours on the same basis as prescribed for full-time employees in clauses 5.2.1(a) and 5.2.1(b) except that leave is only available where a part-time employee would normally work on any or all of the three working days following the death.

5.2.2 Unpaid bereavement leave

Where an employee has exhausted all bereavement leave entitlements, including accumulated leave entitlements, the employee is entitled to take unpaid bereavement leave. The Council and employee should agree on the length of the unpaid leave. In the absence of agreement, a full-time employee is entitled to take up to two days unpaid leave, provided the requirements of 5.2.1(a) and 5.2.1(b) hereof are met, and a part-time employee is entitled to take up to two day unpaid leave, to a maximum of two days, provided the requirements of 5.2.1(a) hereof are met.

In the event of a casual employee seeking to take unpaid bereavement leave, the employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

5.3 Jury service

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the Council an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the Council and the Council will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify the Council as soon as practicable of the date upon which they are required to attend for jury service and shall provide Council with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

'Ordinary pay' means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any 'over-agreement' payments. 'Ordinary pay' excludes overtime, penalty rates of all types – including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

5.4 Leave during peak periods

The parties acknowledge that there are certain periods during the year which place elevated demands on Council in terms of ensuring service delivery. These demands may vary across Council. Examples may be certain events, such as Indy, or Schoolies' Week, or peak seasons such as Christmas holidays.

The parties agree that to deal with these peak periods, Council will:

- identify the peak periods as much as is possible
- consult with employees about the demands those peak periods will make in terms of service delivery, and
- compile a calendar which details those peak periods to produce a leave schedule acceptable to the parties.

In recognition of the extra demands of these peak periods, annual leave will be restricted, or if need be, not be available at all during these times. Applications for leave due to extenuating circumstances will be considered on their merits.

Council agrees that the duration of the peak periods will be kept to the minimum required to ensure service delivery, so that the times where staff are not able to take annual and long service leave, are no longer than is necessary.

5.5 Long service leave

1. Subject to the provisions of parts 9 and 10 of this clause, the entitlement of an employee to long service leave on full pay pursuant to this Agreement shall be as follows:
 - a) in the case of an employee who has completed an initial period of 10 years continuous service, 13 weeks; however, an employee who has completed an initial period of seven years continuous service, a proportionate amount calculated on the basis of 13 weeks for 10 years service;
 - b) in the case of an employee who has completed an initial period of seven years but less than 10 years continuous service and who terminates that service, or who dies, or where Council terminates that service for any reason other than misconduct, a proportionate amount calculated on the basis of 13 weeks for 10 years service;
 - c) in the case of an employee who has completed an initial or a subsequent period of 10 years service and who continues that service until the employee has completed a further period of 10 years service, a further 13 weeks; and
 - d) in the case of an employee who continues in the service of council after having completed an initial or a subsequent period of 10 years service and whose employment is terminated for any reason, or who dies, before completion of a further period of 10 years service, a proportionate further amount on the basis of 13 weeks for 10 years service.
2. For the purpose of this Agreement 'continuous service' shall mean and include service with Gold Coast City Council or with another Queensland Local Government Authority (excluding Brisbane City Council) which has been continuous except for:
 - a) absence from work on leave granted by a council including such absence through illness or injury on leave so granted, and any absence through illness or injury during the last five years of the employee's service shall be included in the period in respect of which long service leave is computed
 - b) the employee having been dismissed or stood-down by the council, or the employee having terminated service with the council by reason of illness or injury; provided that the employee shall have been reemployed by that council or another council, and shall not have been engaged in any other calling whether on the employee's own account or as an employee subsequent to having been so dismissed or stood down or to having so terminated service, and before being so re-employed; and provided further that the period during which that employee was absent by reason of such dismissal or standing down or termination of service shall not by reason only of this sub-paragraph 2(a) be taken into account in calculating the period of service
 - c) The employee having been dismissed or stood down by the council, or the employee having terminated service with the council, provided that the employee shall have been re-employed by that council or some other council within a period not exceeding three months.
3. The Gold Coast City Council (GCCC) will recognise service with Brisbane City Council (BCC) as service with GCCC for the purposes of accruing long service leave, in the same way that GCCC recognises such service with other Queensland local governments. Note that where BCC has recognised service with bodies other than Queensland local governments, those entitlements are not transferable to GCCC.
4. Former Gold Coast City Council (GCCC) employees who have changed employers due to the Queensland government-initiated water reforms in South-East Queensland, and who return to employment with GCCC, will have their employment with any Queensland local government-owned water entity recognised as service for their employment with GCCC, subject to the conditions in paragraph 2 of this long service leave clause.
5. Service as a member of the Naval, Military or Air Forces and (other than the British Commonwealth Occupation Forces in Japan) of the Commonwealth or of the Civil Construction Corps established under the *National Security Act 1939*, as amended by subsequent Acts, of the Commonwealth, shall be deemed to be service with the council by which that employee was last employed before the employee commenced to serve as such member. In relation to a female, service as a member of Her Majesty's Naval Military or Air Forces as specified in this sub clause includes that service as a member of, or any service forming part of those Forces or any of them. This sub clause shall not apply in respect of service whether for a specified period or without limit of time, with any of the permanent Naval Military or Air Forces of the Commonwealth or with the British Commonwealth Occupation Forces in Japan.

6. Upon enlistment in Her Majesty's Armed Forces for active war service of any employee employed under this Agreement, the council shall be liable to pay to such employee, if the employee so requests, the monetary equivalent of the proportionate amount of long service leave calculated as set out in this Agreement. Any *pro rata* payment so made at the employees request shall not be deemed to break the continuity of the employee's service for long service leave purposes, but the quantum of long service leave to which such employee may become entitled in the event of the employee rejoining the service of the same or another council to this Agreement shall be reduced by the period of service in respect of which the *pro rata* payment was made.
7. Where an employee covered by this Agreement enlists for active war service in any of Her Majesty's Armed Forces and subsequently dies during the period of such enlistment a *pro rata* payment of long service leave due to the employee shall be paid to the employee's personal representative. In the event of such employee being totally incapacitated by reason of war service to the extent of being unable to resume duties with the council, a *pro rata* payment for long service leave shall be paid to the employee or calculated in accordance with provisions of this Agreement; provided that for the purposes of this subclause there shall be no minimum qualifying period of eligibility for long service leave.
8. In calculating an employee's length of service for the purpose of this clause, any period of the prior service had by an employee with a council in respect whereof the employee has received long service leave on full pay pursuant to an entitlement thereto under the provisions of an Agreement or Act in force prior to that date shall not be taken into account.

9. Calculating an employee's length of service – employees whose classifications are determined by the Awards listed at clause 1.8(b), (c), (d) and (e) of this Agreement:

The entitlement to long service leave on full pay for all employees defined under clause 1.8(b), (c), (d) and (e), from 1 January 1994 will be accrued in accordance with this clause. Previous to 1 January 1994 these employees' long service leave entitlement is calculated on a *pro rata* basis whereby

- (i). service prior to 11 May 1964 is calculated on the basis of thirteen weeks for twenty years' service;
- (ii). service from 12 May 1964 to 31 December 1993 is calculated on the basis of thirteen weeks for fifteen years
- (iii). And from 1 January 1994, is calculated on the basis of thirteen weeks for ten years' service.

Further, all long service leave entitlements for as described above will be also be accrued on a *pro rata* basis.

10. Calculating an employee's length of service – employees whose classifications are determined by the Queensland Local Government Officers' Award (see clause 1.8(a) of this Agreement):

- (i) Subject to the provisions of sub-clause 8 (above), the method of calculating the amount of long service leave due to an employee pursuant to the provisions of this Agreement shall be as follows:

- a) Employees whose initial period of continuous service commenced on or after 11 May 1944 but prior to 11 May 1964 shall be entitled to long service leave in respect of service prior to 11 May 1964 at the rate of 13/20ths of one week for each year of service and in respect of service on or after 11 May, 1964 but prior to 1 January 1977 at the rate of 13/15ths of one week for each year of service. Provided that the rate of accrual of 13/15ths of one week for each year of service shall be applied only until the employee's long service leave entitlement pursuant to this subparagraph equals thirteen weeks. Thereafter the rate of accrual shall be one and 3/10ths weeks for each year of service. Provided further that in respect of service on or after 1 January 1977, employees accrue long service leave at the rate of one and 3/10 weeks for each completed year of such service.
- b) Employees whose initial period of continuous service commenced on or after 11 May 1964 shall be entitled to long service leave in respect of service on or after 11 May 1964 but prior to 1 January 1977 at the rate of 13/15ths of one week for each year of service and in respect of service on or after 1 January 1977 at the rate of one and 3/10ths weeks for each year of service.
- c) An employee whose initial qualifying period of 10 years continuous service is completed on or after 1 January 1977 shall immediately after completion of such period become entitled to long service leave, but the amount thereof shall be calculated in accordance with the provisions of 10(i)(b).

11. Any long service leave shall be exclusive of any statutory holiday occurring during the period when that long service leave is taken and shall be paid for by the council as ordinary time deemed for the purpose of such payment to be worked continuously by the employee during the period of long service leave. Provided that, in the case of an employee who immediately before the period of long service leave is being paid for ordinary time worked by the employee at a rate in excess of the rate payable under this Agreement, the long service leave shall be paid for at that excess rate as ordinary time deemed for the purpose of such payment at such excess rate to be worked continuously by that employee during the period of long service leave except that, if the rate payable under the Agreement is varied during the period of long service leave, then:

- (i) if the variation increases the rate payable under the said Agreement to an amount greater than the aforesaid excess rate, the long service leave shall be paid for at that increased rate for any part of the period thereof in respect whereof the increased rate is the minimum rate of payment under this Agreement: or
- (ii) if the variation decreases the rate payable under this Agreement, the long service leave may be paid for at the aforesaid excess rate less the whole or any portion of the decrease for any part of the period thereof in respect whereof the amount of the decreased rate is the minimum rate of payment under this Agreement.

12. The council with which the employee is employed at the time long service leave entitlement is claimed shall be liable as between itself and such employee to pay the whole of the amount to which such employee is entitled as payment for long service leave. Provided that once an employee becomes eligible for pro rata long service leave each council with which the employee had previously been employed during the qualifying period for long service leave shall contribute to such entitlement in the proportion which the employee's period of service with it bears to the qualifying service at the ordinary rate of pay which the employee was receiving on the cessation of employment with such contributing council. Provided further that once such contribution is made and the employee concerned is employed by yet another council the aforesaid employing council shall be liable between it and the new employing council for all long service leave contributions that had been forwarded to it and which had accrued during the aforesaid period of employment.
13. The council and the employee concerned may agree upon the times and the manner in which the employee shall be paid for long service leave. Provided that if an employee who is entitled to any amount of long service leave dies before taking that amount of long service leave; or after commencing but before completing the taking of that amount of long service leave, the council shall pay to that employee's personal representative a sum equal to payment as prescribed above in 9 and/or 10, for the period of the amount of long service leave not taken or, as the case may be, the taking of which has not been completed by that employee.

14. Minimum period

The minimum period of long service leave that may be taken at any one time is one (1) calendar week except in the following situations:

- where an employee is recalled from long service leave for business reasons
- where an employee becomes ill and is granted sick leave in accordance with clause 5.9.5.8

15. Extension of long service leave on a half-pay basis

An employee may request and Council may agree to extend the amount of long service leave for which the employee qualifies by the employee taking the leave on half pay for the following purposes:

- family responsibilities
- study
- other special circumstances

Granting of the leave is subject to operational convenience however requests for leave should not be unreasonably refused. The application of standard conditions to half pay long service leave as follows:

Leave accrual

The period of the leave will be recognised as normal full time or part time service applying to the employee at the time of taking the leave i.e. accrual of sick leave, recreation and long service leave will remain at the full time rate for the period of half pay long service leave for employees working full time and at the relevant proportional rate for employees working part-time.

Leave debit

Periods of half pay long service leave will be debited on a full-time equivalent basis e.g. half-pay long service leave for a period of 8 weeks will attract a debit of 4 weeks from full pay credits.

16. Payment of Higher Duties

Where an employee was performing the higher duties of an established position prior to the commencement of long service leave the employee will be entitled to the long service leave at the higher rate on the following schedule:

An employee having performed higher duties for:	Proportion of Long Service Leave to be paid at higher duties rate:
Less than three months	25%
Three months or more but less than six months	50%
Six months or more but less than nine months	75%
Nine months or more	100%

5.6 Military leave

Paid leave will be available to ongoing employees of Council who are required to serve in the Defence Force Reserves of up to four weeks in any one year (not to be deducted from any other leave credit). To make clear the intent of this clause, the employee will receive paid leave from Council of up to four weeks (in any one year) when required for service by the Defence Force Reserves, without any requirement for reimbursement to Council in respect of payments received by the employee from the Defence Force for undertaking that military service.

5.7 Pupil free days

In recognition of the demands on employees with children, Council will extend the capacity for those employees to care for their children who are school students, when the schools those children attend have 'pupil free' days as follows:

- Up to two (2) days per calendar year (paid in accordance with available sick leave credits) will be available for employees to care for their children when the school they attend has pupil-free days;
- At least one week's notice of the need for this leave will be required;
- Prior to approval of the leave, the supervisor and employee will explore the option of changing the employee's RDO; if this is not possible due to operation requirements or the employee's personal circumstances, then the leave can be granted;
- The leave will be deducted from sick leave credits; however the leave will be recorded separately (ie, not to form part of sick leave monitoring statistics) to track the amount taken.

5.8 Parental leave

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

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

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

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

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

Council will not fail to re-engage a casual employee because:

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

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

5.8.1 Definitions

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

5.8.1.2 Subject to clause 5.8.1.3 hereof, in this clause, spouse includes a de facto or former spouse.

5.8.1.3 In relation to clause 5.8.7 hereof, **spouse** includes a de facto spouse but does not include a former spouse.

5.8.2 Basic entitlement

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

5.8.2.2 Subject to 5.8.5.7 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

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

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

5.8.3 Variation of period of parental leave

Where an employee takes leave under clause 5.8.2.1 or 5.8.4.1(b), unless otherwise agreed between the Council and employee, an employee may apply to Council to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 5.8.2 or the right to request in clause 5.8.4.

5.8.4 Right to request

5.8.4.1 An employee entitled to parental leave pursuant to the provisions of clause 5.8.2 may request the Council to allow the employee:

5.8.4.1(a) to extend the period of simultaneous unpaid parental leave provided for in clauses 5.8.2.1 and 5.8.2.2 up to a maximum of eight weeks;

5.8.4.1(b) to extend the period of unpaid parental leave provided for in clause 5.8.2.1 by a further continuous period of leave not exceeding 12 months;

5.8.4.1(c) to return from a period of parental leave on a part-time basis until the child reaches school age; to assist the employee in reconciling work and parental responsibilities.

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

5.8.4.3 Employee's request and Council's decision to be in writing The employee's request and the Council's decision made under clauses 5.8.4.1(b) and 5.8.4.1(c) must be recorded in writing.

5.8.4.4 Request to return to work part-time

Where an employee wishes to make a request under clause 5.8.4.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

5.8.5 Maternity leave

5.8.5.1 An employee must provide notice to the Council in advance of the expected date of commencement of maternity leave. The notice requirements are:

5.8.5.1(a) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant)—at least 10 weeks;

5.8.5.1(b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken—at least four weeks.

5.8.5.2 When the employee gives notice under 5.8.5.1(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for

the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

- 5.8.5.3** An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 5.8.5.4** Subject to clause 5.8.2.1 hereof and unless agreed otherwise between the Council and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 5.8.5.5** Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, Council may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

5.8.5.6 Paid maternity leave

Payment during Maternity Leave will be made available based on the following criteria:

- 4 weeks paid leave after 12 months continuous service by the employee
- 8 weeks paid leave after 2 years continuous service
- 10 weeks paid leave after 3 years continuous service
- 12 weeks paid leave after 4 years continuous service

5.8.5.7 Special maternity leave

- 5.8.5.7(a)** Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 5.8.5.7(b)** Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 5.8.5.7(c)** Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed 52 weeks.
- 5.8.5.8** Where leave is granted under clause 5.8.5.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the Council and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

5.8.6 Paternity leave

- 5.8.6.1** An employee will provide to the Council at least ten weeks prior to each proposed period of paternity leave, with:
- 5.8.6.1(a)** a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
- 5.8.6.1(b)** written notification of the dates on which he proposes to start and finish the period of paternity leave; and
- 5.8.6.1(c)** except in relation to leave taken simultaneously with the child's mother under clauses 5.8.2.2(a), 5.8.2.2(b) and 5.8.4.1(a), a statutory declaration stating:
- 5.8.6.1 (c)(i)** that he will take that period of paternity leave to become the primary care-giver of a child
 - 5.8.6.1 (c)(ii)** particulars of any period of maternity leave sought or taken by his spouse; and
 - 5.8.6.1 (c)(iii)** that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment
- 5.8.6.2** The employee will not be in breach of clause 5.8.6.1 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

5.8.6.3 Paid paternity leave

Payment during paternity leave of one week's paid leave (not to be deducted from any other leave credit) will be made available to assist a father of a newborn child to care for the family at the time of the birth of the child.

5.8.7 Adoption leave

5.8.7.1 The employee will notify the Council at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

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

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

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

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

5.8.7.3 Council may require an employee to provide confirmation from the appropriate government authority of the placement

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

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

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

5.8.8 Parental leave and other entitlements

An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 5.8.4. Employees applying for parental leave may also apply to take double the period of long service leave at half pay (eg spread 12 weeks long service leave over a period of 24 with the employee receiving salary at the half pay rate). This is providing that the total period away from work does not exceed 52 weeks). The election of such an option must be made prior to the commencement of Parental Leave.

5.8.9 Transfer to a safe job

5.8.9.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the Council deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

5.8.9.2 If the transfer to a safe job is not practicable, the employee may elect, or the Council may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

5.8.10 Returning to work after a period of parental leave

5.8.10.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

- 5.8.10.2** An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 5.8.9, the employee will be entitled to return to the position they held immediately before such transfer.
- 5.8.10.3** Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 5.8.10.4** An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.
- 5.8.10.5** Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the Council shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

5.8.11 Replacement employees

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

5.8.12 Communication during parental leave

- 5.8.12.1** Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Council shall take reasonable steps to:
- 5.8.12.1(a)** make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- 5.8.12.1(b)** provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave
- 5.8.12.2** The employee shall take reasonable steps to inform the Council about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 5.8.12.3** The employee shall also notify the Council of changes of address or other contact details which might affect the Council's capacity to comply with 5.8.12.1.

5.9 Personal (sick and carers) leave

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

5.9.1 Definition

The term **immediate family** is defined at clause 1.2 of this agreement

5.9.2 Amount of paid personal leave

- 5.9.2.1** Paid personal leave is available to an employee, other than a casual employee, when they are absent:
- a) due to personal illness or injury; or
 - b) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- 5.9.2.2** The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the Council and accrues as follows:

5.9.2.2(a) personal leave accruing at one day leave for each month of employment in the first year to a total of 12 days;

5.9.2.2(b) three weeks personal leave will be available per annum in the second and subsequent years of service.

5.9.2.3 Accumulation of personal leave

At the end of each year of employment, unused personal leave accrues by the lesser of:

5.9.2.3 (a) three weeks less the amount of personal leave taken from the current year's personal leave entitlement in that year; or

5.9.2.3(b) the balance of the year's unused personal leave.

5.9.3 Effect of workers' compensation

If an employee is receiving workers' compensation payments, they are not entitled to personal leave.

5.9.4 Broken service

If an employee is terminated by the Council and is re-engaged by the Council within a period of six months then the employee's unclaimed balance of personal leave shall continue from the date of re-engagement.

5.9.5 Personal leave for personal injury or sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this clause.

5.9.5.1 An employee is entitled to use up to one day per month of the current year's personal leave entitlements as personal leave in the first year of service and three weeks in the second and subsequent years of service.

5.9.5.2 An employee is entitled to use accumulated personal leave for the purposes of personal leave where the current year's personal leave entitlement has been exhausted.

5.9.5.3 Any absence on personal leave that exceeds two consecutive days shall be contingent upon production by the employee concerned of either a certificate from the duly qualified medical practitioner or other evidence of illness satisfactory to the Council.

5.9.5.4 Credit shall be allowed for personal leave accumulated with previous employing Councils in Queensland (other than Brisbane City Council) provided that the employee's service as between such Councils has been continuous and that the employee at the time of engagement produces a certificate from the previous Council certifying the amount of personal leave accumulated to the employee's credit. Provided also that in respect of any such engagement of an employee by a Council prior to 1 September 1974 the maximum credit for accumulated personal leave shall be restricted to 15 weeks.

5.9.5.5 **Continuous service** is defined for the purpose of 5.9.5.4 above to include service with one or more previous employing Councils in Queensland (other than Brisbane City Council), which has been continuous except for the employees having been dismissed or stood down, or by the employee having terminated the employee's service with the Council provided that the employee shall have been re-employed by that or another Queensland Council (other than Brisbane City Council) within a period not exceeding the combination of any period of unused annual leave when the employee ceased employment with the employee's previous employing Council plus a further period of four weeks.

5.9.5.6 Notwithstanding the foregoing an employee shall not be entitled to payment for absence through illness or injury in respect of which workers' compensation is payable or through injury sustained by an employee outside the scope of the employee's employment caused by or contributed to by the employee's own negligence or participation in sport or games in respect of which such employee receives any payment by way of fee or bonus.

5.9.5.7 If an employee while absent from duty on annual leave granted pursuant to the provisions of this Agreement in relation to Annual leave, is overtaken by illness the employee shall, on production of a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five days (which may include an RDO), and subject to the provisions of 5.9.5.6 of this

clause, be entitled on application to have such period of illness which occurs during the employee's annual leave debited to the employee's personal leave entitlements and the employee's annual leave entitlement shall be adjusted accordingly.

5.9.5.8 If an employee whilst absent from duty on long service leave granted pursuant to the provisions of this agreement in relation to Long service leave, is overtaken by illness the employee may, subject to the provision contained in this clause, be entitled on application to have such period of illness which occurs during the employee's long service leave debited to the employee's personal leave entitlement and the employee's long service leave entitlement shall be adjusted accordingly, provided that:

- the application for adjustment is approved by the employing authority;
- the application includes a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five days (which may include an RDO).

The provisions of this clause shall apply subject to 5.9.5.6 above.

5.9.6 Personal leave to care for an immediate family or household member

5.9.6.1 An employee is entitled to use any personal leave entitlement which has accrued after 9 June 1995, to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.

5.9.6.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.

5.9.6.3 The employee shall, wherever practicable, give the Council notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Council by telephone of such absence at the first opportunity on the day of the absence.

5.9.6.4 An employee may take unpaid carer's leave by agreement with the Council.

5.9.6.5 An employee taking unpaid carer's leave may with the consent of the Council work "make-up time" under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided by the Agreement.

5.9.6.6 An employee may elect with the consent of the Council to take annual leave in single day periods not exceeding ten days in any calendar year and may elect to defer the payment of annual leave loading until five consecutive days of annual leave are taken.

5.9.6.7 Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The Council and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) of unpaid leave per occasion.

5.9.6.8 Casual employees are entitled to not be available to attend work or to leave work in certain circumstances as set out in below:

Subject to the evidentiary and notice requirements in 5.9.6.2 and 5.9.6.3, casual employees are entitled to not be available to attend work, or to leave work:

- if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- upon the death in Australia of an immediate family or household member.

The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

5.9.7 Sick Leave Extension

Where an employee is ill, and where the employee has exhausted all leave entitlements (including sick leave, annual leave and long service leave), then Council will consider granting additional sick leave on a case-by-case basis. Such additional sick leave will be purely at the discretion of Council, and will only be granted where:

- all existing leave credits are exhausted; and
- the employee is suffering an extended period of serious illness or injury.

5.9.8 Public holidays

5.10.1 All work done by an employee, other than an Executive Employee, on 1 January (New Year's Day) 26 January (Australia Day) Good Friday, Easter Saturday, Easter Monday, 25 April (Anzac Day), the birthday of the Sovereign, 25 December (Christmas Day), and Boxing Day, or any day appointed under the Queensland Holidays Acts to be observed as a holiday in place of any such holidays in the State of Queensland, shall be paid for at the rate of double time and a half - with a minimum payment as for four hours at that rate:

Provided that all work performed by an employee, other than an Executive Employee, on 1 May (Labour Day) or any day appointed under the Queensland Holidays Acts to be observed as a holiday in place of that holiday, shall be paid for at the rate of double time and a half with a minimum payment as for four hours at that rate. For the purposes of this part of this clause double time and a half shall mean time and a half in addition to the employee's weekly, fortnightly or monthly salary, if the work is performed during the ordinary working hours relevant to the position for the day of the week on which the holiday falls, or double time and a half in addition to the employee's weekly, fortnightly or monthly salary if the work is performed outside such ordinary working hours.

5.10.2 All work done by an employee, other than an Executive Officer, in a district specified from time to time by the Governor in Council by Order in Council published in the Queensland Government Industrial Gazette on the day appointed under the Queensland Holidays Acts to be observed as a holiday in relation to the annual agricultural, horticultural and/or industrial show held at the principal city or town, as specified in such Order in Council, of such district (or at the discretion of the Council, two half days in lieu thereof) shall be paid for at the rate of double time and a half:

Provided that where no such day is gazetted Council shall nominate in each calendar year a day being one of the days Monday to Friday inclusive which shall for the purpose of this part of this clause be deemed to be a Public Holiday.

5.10.3 No employee shall be entitled to receive or be paid for more than one Show Day holiday in each calendar year.

5.10.4 Where an additional Public Holiday is proclaimed or gazetted by the authority of the Commonwealth Government or the Queensland Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or a locality thereof, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this Agreement.

5.10.5 A regular part time employee whose usual day of work falls on a Public Holiday shall be entitled to be absent for the day without loss of pay. Where a regular part time employee is directed to work on a Public Holiday, then such employee shall be paid double time and a half for all time worked. Provided that, where a regular part time employee does not work the same hours week by week, then, in each week which contains a Public Holiday, the ordinary hours of duty of such an employee shall be reduced to one fifth for each Public Holiday so occurring.

5.10.6 All time worked by a casual employee on any of the Public Holidays mentioned in clause 5.10.1 above, shall be paid for at the appropriate hourly rate plus 150% with a minimum payment as for four hours work.

5.10.7 Employees whose ordinary hours include work on a Saturday or Sunday

In the case of employees who do not ordinarily work Monday to Friday of each week i.e. whose ordinary hours include work on a Saturday or Sunday such employees shall be entitled to public holidays as follows:

- (a) A full-time employee shall be entitled to either payment for each public holiday or a substituted day's leave.
- (b) A part-time employee shall be entitled to either payment for each public holiday or a substituted day's leave provided that the part-time employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- (c) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work

on such day shall be entitled to payment for the public holiday or a substituted day's leave.

- (d) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25 December) shall be paid at the rate of double time if it is a Saturday and double time and a-half if it is a Sunday.
- (e) Nothing in this clause confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

5.11 Sick leave monitoring

The parties agree to the following:

- (a) The maintenance of Sick Leave Monitoring as described; and
- (b) Work towards reducing the average annual Sick Day Absences per employee to a figure of six per annum across the organisation.

Sick leave monitoring:

The parties acknowledge that, on average, all employees are likely to suffer illness and fatigue at similar rates regardless of whether or not they are 'inside' or 'outside' employees

The parties agree that use of employee sick leave and family leave (also referred to as personal/carer's leave) will be monitored over the life of this agreement.

The Sick Leave Monitoring System focuses on an educational program, which addresses the role of the supervisor, control measures, employee health and assistance, and sanctions and discipline.

The parties recognise that sick leave benefits (also referred to as personal/carer's leave) are to be used in case of illness/injury and that the purpose of accumulated sick leave is to protect employees in the case of protracted or recurrent illness. Of course personal /sick leave entitlements may also be utilised for caring responsibilities (also known as carers or family leave) in accordance with Clause 5.9.

This procedure is not directed towards 'unauthorised absences' which occurs where an employee may be absent without providing notification. Unauthorised absences may be dealt with in accordance with Council's disciplinary procedures. Where an employee is absent due to illness for more than two consecutive days and does not provide Council with satisfactory evidence the employee will not be entitled to claim sick or family leave entitlements.

The Sick Leave Monitoring Program is designed to assist the parties in addressing situations where there is a clearly substantiated pattern of absence that raises reasonable questions, for instance:

- a clear pattern of absence on the same weekday, whether on paid leave, unpaid leave or in part or full days or
- a clear pattern of absence in taking single day absences, paid or unpaid (eg, adjacent to RDOs, public holidays and/or weekends).
- a clear pattern of absence in taking part day absences, paid or unpaid.

Where a circumstance (as outlined above) involving a clearly substantiated pattern of absence arises, a supervisor may speak informally to the employee about the matter. Supervisors are responsible for providing advice and guidance to employees; advising employees when management deem their clearly substantiated pattern of absenteeism is unsatisfactory; and to assist staff in obtaining the proper professional support.

If necessary, a formal interview may be conducted with the employee to discuss the matter. The Manager/Interviewer will contact the employee and advise the employee in writing of the reason and a proposed, time and date for the interview. The employee must also be advised they are allowed representation at this meeting (such as a union representative). The interview will then be conducted at an agreed date and time (a maximum timeframe seven days will apply) in a confidential and non-threatening manner. The interview must include a discussion relating to whether the absence(s) were caused by conditions and/or issues related to the employee's work and investigate measures and provide assistance to prevent further absences occurring relating to employees work. If it is found that the employees absence(s) were caused by external issues, Council will offer the provision of support/assistance (eg, a family/personal problem where the Employee Assistance Program may be beneficial).

The parties acknowledge that many potential factors, other than genuine illness, may cause an individual to take sick/family leave, including family and financial problems, drug and alcohol abuse, morale at work etc. Gold City Council is committed to offering employee assistance to affected employees that may help the employee address their problems and improve their attendance record.

Should an employee be spoken to about clearly substantiated patterns of absence and the employee provides no reasonable explanation, the employee may be warned in writing that continued absenteeism may result in the employee being required to produce a doctor's certificate before payment of any sick or family leave can be made. If the employee receives a formal written warning, the employee's absences will then be monitored over the next six months. If no improvement is noted in relation to clearly substantiated patterns of continued absence then the employee may again be interviewed in accordance with interview process outlined above. If no reasonable explanation is provided, the employee may be notified in writing that they will then be required to produce a doctor's certificate before payment of any further sick or family leave will be made, where such leave is taken in the ensuing 12 month period.

If at any time, abuse of the sick leave entitlements is substantiated then Council's may invoke formal disciplinary procedures.

5.12 Special leave

Paid leave of up to 5 days per calendar year (non-cumulative) may be granted, which will allow employees to tend to special circumstances incorporating:

- natural disasters (where a staff member is prevented from travelling from their usual place of residence to attend duty as a result of floods, severe storms, bushfires or the like);
- sporting/cultural activities (where an employee is selected to represent their State of Australia in any sport or cultural activity);
- Aboriginal/Islander cultural leave (where an employee of Aboriginal or Torres Strait Islander descent is required by tradition or custom to attend an Aboriginal or Torres Strait Islander ceremony); or
- any other exceptional circumstance as approved by the CEO

5.13 Mid-career break

1. Council is committed to assisting its long serving loyal employees. An employee with seven years (or more) unbroken employment with the Gold Coast City Council, may apply for a mid-career break, for the purposes of family, study, travel etc.
2. Each claim for a mid-career break shall be considered on its merits, and subject to operational requirements being met, approval should not be unreasonably withheld. Unless otherwise authorised by the Director, annual leave and long service leave credits must be exhausted prior to a mid-career break.
3. Where a mid-career break is approved, the terms of the break should be in writing, stating the length of the break and agreed return date and must guarantee the employee's substantive appointment and all existing remuneration and employment benefits upon return. Where such position no longer exists but there are other positions available for which the employee is qualified and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
4. Any employee on an approved mid-career break shall not accrue any leave entitlements whilst absent, however any mid-career break will not constitute a break in employment.
5. Unless specifically authorised by Council in advance, the employee will not be entitled to undertake alternative employment during the period of leave.

6 Communication and change

6.1 Employee Assistance and change

The parties acknowledge that work performance and occupational health and safety programs can be affected by employees with personal problems. Statutory requirements, together with the increasing recognition of the need to maintain a healthy and safe workforce in the interests of improved efficiency has stimulated Council to take a greater interest in the well-being of its employees. A recent agreement has been entered into with a provider who will assist employees whose personal or work-related problems are affecting their work performance.

The program, known as the Employee Assistance Program (EAP) provides professional counselling and referral services for employees and their families. Employees can seek a free confidential counselling service under the program on their own initiative or, at the suggestion of their supervisor.

6.2 Notification of change

Council's duty to notify

- 6.2.1 Where Council has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the relevant Union.
- 6.2.2 Significant effects include 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, promotion 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.

Council's Duty to Discuss Change

- 6.2.3 Council shall discuss with the employees affected and the relevant Union 'inter-alia', the introduction of the significant changes referred to in clause 6.2.1 and 6.2.2 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the relevant Union in relation to the changes.
- 6.2.4 The discussions shall commence as early as practicable after a definite decision has been made and prior to any implementation by Council to make the changes referred to in clause 6.2.2 hereof.
- 6.2.5 For the purposes of such discussion, the Council shall provide in writing to the employees concerned and the relevant Union, all relevant information 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 employee provided that Council shall not be required to disclose confidential information the disclosure of which would be inimical to the Council's interests.

6.3 Redundancy and redeployment

6.3.1 Objectives

- a) to maintain, wherever possible, employees whose positions have become redundant in continued employment within the Council;
- b) to make reasonable attempts to retrain employees whose positions have become redundant;
- c) to pay monetary compensation to those employees whose positions have become redundant and who have not been redeployed and whose employment is to be terminated in accordance with the terms of this clause; and
- d) to assist employees whose positions have become redundant to find suitable ongoing employment.

6.3.2 Definitions

- (a) **Business** includes trade, process, business or occupation and includes part of any such business
- (b) **Involuntary Retrenchment** occurs where the redeployment period has expired and the affected employee has not been redeployed to an alternative position and whose employment is terminated
- (c) **Redundancy** occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing, done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour
- (d) **Redeployment** is a process of placing employees in meaningful employment who have been displaced within the Council
- (e) **Redeployment period** – is the 12 month period during which the displaced employee (the 'redeployee') has the opportunity to be redeployed to alternative employment
- (f) **Retraining** – includes an analysis of an employee's current skills, knowledge and abilities for the purpose of providing reasonable learning opportunities to enhance or alter the skills of an employee to assist with the employee's redeployment
- (g) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning
- (h) **Week's pay** means the ordinary time rate of pay for the employee concerned, including additional "annualised" and over-agreement payments which are payable as part of the employee's weekly salary. Otherwise, the ordinary time rate shall exclude:
 - overtime
 - penalty rates
 - disability allowances
 - shift allowances
 - special rates
 - fares and travelling time allowances

- bonuses
- any other ancillary payments of a like nature

6.3.3 Notification of redundancy

Council acknowledges the notification of change requirements (see clause 6.2 of this agreement) also apply to redundancy situations. Consequently, where there is a degree of certainty that Council has no need for work to be done by a Council employee, Council shall, at the earliest practicable time, notify in writing and arrange discussions with the affected employee/s and their nominated Union/s. The purpose of these discussions is to discuss the effects of the likely changes and what may be done to avert or mitigate any negative effects of the proposed changes. During these discussions, the Council will provide to the parties the relevant details at the earliest possible time. These details in writing will include:

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

Once Council has made a definite decision that it no longer wishes a job that an employee has been doing, done by anyone then Council shall notify the employees who may be affected by the proposed changes, as well as their Union.

6.3.4 Redeployment

Redeployment – is a process of placing employees in meaningful employment who have been displaced within the Council. Where a person who is displaced is made a redeployee, the following steps apply.

During the redeployment period Council and the displaced employee must engage in activities that will maximise the opportunities for the displaced employee to be placed in substantive employment:

- Council will provide appropriate and reasonable retraining opportunities, provide each redeployee with a case manager and ensure displaced employees have reasonable access to job vacancy details. Council will consider the suitability of redeployees for vacancies at their substantive level prior to advertising all positions.
- The redeployee, in consultation with the manager, must complete a Redeployment Agreement and an Action Plan for the redeployment period. The Redeployment Agreement commits the redeployee to actively participate in retraining and applying for appropriate roles. The Action Plan outlines the tasks that the manager and redeployee will undertake to find suitable alternative employment. The manager must ensure that the employee is provided with reasonable resources, support and training to enable employment transitions. Retraining must be oriented towards existing or anticipated realistic employment opportunities and linked to the Action Plan.
- Displaced employees must participate actively in the redeployment process by making themselves available to be considered for vacancies, accepting reasonable redeployment and retraining opportunities and being pro-active in searching and applying for jobs.

During the redeployment period displaced employees may be transferred, redeployed or seconded to a vacancy without the position being advertised. If a displaced employee applies for an advertised vacancy at their substantive salary classification or below, Council will:

- consider the displaced employee before other applicants;
- assess the employee's suitability for the position solely in relation to their capacity to meet the selection criteria and not on the basis of relative merit;
- if the employee is deemed suitable, appoint the employee to the position; and
- provide feedback to the employee upon request.

6.3.5 Transfer to lower paid duties

Where an employee is transferred to lower paid duties due to redeployment, the employee's former salary (including increments and enterprise bargaining pay rises that may be payable during this period) will be maintained for a period of fifteen months.

At the end of the twelve month redeployment period, if the employee is not offered a position at his/her former classification, s/he will be eligible for an involuntary retrenchment package in accordance with 6.4.7.1, unless the employee then elects to accept any offer that may be made to transfer to a lower paid position.

6.3.6 Retrenchment

Where a suitable alternative position cannot be found within the 12 month redeployment period, the redeployee may be retrenched. However, prior to any decision being taken to retrench an employee, Council will meet with the affected employee and their Union to discuss the redeployment process.

Unless otherwise approved by the CEO, any employee who receives a severance payment due to redundancy cannot be re-employed by Council for at least 12 months.

6.3.7 Severance pay

6.3.7.1 Severance pay

Where an employee is retrenched or accepts a voluntary departure package, the employee will be entitled to a payment equal to the employee's salary for three weeks for each year of service and a proportionate amount for an incomplete year of service.

However the employee:

- a) must receive an amount equal to the employee's salary for 4 weeks; but
- b) must not receive an amount more than the employee's salary for 52 weeks.
(NB – a week's salary is defined in 6.3.2 (h).)

6.3.7.2 Early Separation Incentive Payment

If the employee accepts in writing, a formal offer of a voluntary departure package within two weeks of the offer being made, the employee is also entitled to a further payment equal to the employee's salary for thirteen weeks. Note that this payment will not be available in the case of involuntary retrenchment.

6.3.8 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in the Termination of Employment provisions of the relevant parent Award. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

6.3.9 Job search entitlement

- a) During the period of notice of termination given by the employer in accordance with the Termination of Employment provisions of the relevant parent Award, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

6.3.10 Transmission of business

6.3.10.1 The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transmitted from one employer (in this subclause called the **transmittor**) to another employer (in this subclause called the **transmittee**), in any of the following circumstances:

- (a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- (b) Where the employee rejects an offer of employment with the transmittee:
 - in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

6.3.10.2 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice
- probationary employees
- apprentices
- trainees
- employees engaged for a specific period of time or for a specified task or tasks; or

- casual employees.

6.3.11 Redundancy disputes

- 6.3.11.1** Paragraphs 6.3.11.2 and 6.3.11.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute).
- 6.3.11.2** Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees and the relevant union/s in good time, with relevant information including:
- the reasons for any proposed redundancy;
 - the number and categories of workers likely to be affected; and
 - the period over which any proposed redundancies are intended to be carried out.
- 6.3.11.3** Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

6.4 Consultative committees

There shall be a Joint Consultative Committee (JCC) established for the purpose of employee consultation. The JCC meets regularly (once a month) to advise on matters relating to improving the efficiency, productivity and competitiveness of the enterprise. The JCC comprises of nominees from the Council and relevant Union representatives (officials and workplace delegates) of the JCC as nominated by their respective union.

In addition, throughout the term of this Agreement, the JCC will meet specifically to monitor the implementation of the Agreement. The JCC will meet on this basis at least quarterly, for the term of the Agreement.

Council supports the successful operation of this Committee, and commits to providing a minutes secretary, as well as (a) releasing relevant employees to reasonably participate in normal working time and (b) allow those employees access to sufficient resources for example, word processing, photocopying, postal system and telephone, storage facilities, email, notice boards and meeting rooms to allow meaningful involvement in the functioning of the committees.

The Joint Consultative Committee will monitor progress of the Agreement and take action required to achieve its objectives, including Workplace Reform. This group deals with issues of strategy and policy, as well as resolving any problems experienced in achieving objectives of this agreement.

Directorate Consultative Committees (DCCs) are comprised of management, union and workplace representatives. The items in this Agreement will be implemented locally through the consultative process and monitored by the Directorate Consultative Committees.

The primary role of the DCCs is to:

- monitor progress towards achievement of the objectives of this agreement
- ensure all employees are properly consulted through effective mechanisms
- facilitate two-way communication, both downwards from management and upwards from the workplace
- encourage cooperative, participative workplace practices implemented as part of this Agreement
- report to and liaise with the JCC

6.5 Enterprise bargaining team

In achieving full implementation of this Agreement, consultation and discussion will occur through the scheduled Joint Consultative meetings by the Enterprise Bargaining Team (EBT). The (EBT) will monitor the progress, review and ensure the correct implementation of the terms of this agreement.

The Enterprise Bargaining Team (EBT) is comprised of management representatives, and union officials and local union delegates from the unions listed at Clause 1.3 of this agreement.

A standing agenda item will be allocated to each Joint Consultative Committee meeting for the EBT to monitor progress of the Agreement and take action required to achieve its objectives.

6.6 Positive employee relations

- 1) The Unions and Gold Coast City Council (GCCC) have entered into a collective agreement (the EBA) with a focus of making the GCCC a thriving organisation and are committed to the practice of positive employment relations.

The parties acknowledge that effective communication and relationships between employees, unions, and council management is a prerequisite to ensuring good industrial relations and the maintenance of efficient and sound industrial relationships.

All parties acknowledge that an atmosphere of antagonism does not build morale. All parties should strive to act with professionalism and courtesy, and advocate for their positions in a respectful manner.

- 2) Workplace delegates make an important contribution to the success of GCCC, and the council acknowledges the constructive role democratically elected workplace delegates undertake in the workplace in relation to conducting industrial and union activities that support and assist members. That role of workplace delegates will be recognised, accepted and supported by Gold Coast City Council.
- 3) Workplace delegates will be given access to GCCC employees during working hours, without loss of pay to discuss any employment matter, seek union advice and/or union representation and advocacy on their behalf. When conducting union/industrial activities, workplace delegates must take all reasonable measures to ensure that service delivery and work requirements are not unduly affected.
- 4) Workplace delegates will be provided convenient access to facilities for the purpose of undertaking representative activities. Such facilities include: telephones, computers, email, intranet, photocopiers, facsimile machines, storage facilities, meeting rooms, intranet and/or notice boards. The use of these facilities by workplace delegates is permitted however should not unduly affect the efficient operations of the council.
- 5) Subject to the relevant employee's approval and privacy considerations, authorized Union Officials may request access to personnel information and documents related to a member they may be representing.
- 6) Workplace delegates will, upon application in writing to Council and subject to operational convenience approval will not be unreasonably withheld, be granted up to five days per calendar year paid leave to attend union workshops, courses, seminars and/or conferences.
- 7) Subject to the provisions above, workplace delegates will be afforded the following rights:
 - a) the right to be treated fairly and to perform their role as Union representative without any discrimination in their employment
 - b) the right to formal recognition by the Council that endorsed Union employee representatives speak on behalf of Union Members in the workplace
 - c) the right to bargain collectively on behalf of those they represent
 - d) the right to consultation and access to reasonable information about the workplace and the business
 - e) the right to paid time to represent the interests of Members to the employer
 - f) the right to place Union information on a bulletin board in a prominent location in the workplace (or electronic equivalent)

6.7 Local area agreements

Local Area Agreements (LAAs) are agreements reached between the relevant Unions, employees and the Council to address specific issues relating to a group or category of employees. The current LAAs applicable in Council are contained in Part 2 of this Agreement.

The aim of the LAA is to allow sufficient flexibility for those specific sections of the workforce so that Council can provide cost effective and competitive services. LAAs are not intended to supplant or in any way derogate from the minimum work conditions set out in this Agreement. The parties recognise that a LAA may vary the conditions of employment; however, when viewed as a whole the Employee must not be in an inferior overall position in terms of conditions than they would be under the terms of this Agreement or the Award.

Where a new LAA (or a change to an existing LAA) is proposed to be included in the next EBA, then the following process and steps for the negotiation and development of the LAA are to be followed.

1. if the parties determine a LAA is required, consultation with the relevant Union will occur in regard to the process and content of such agreements
2. Development of the LAA will involve the Council, employees directly affected and relevant Union/s
3. The majority (75 per cent) of employees affected by the change to a LAA must agree to a new LAA or a change to an existing LAA

4. The LAA will be in writing and will be subject to agreement between the Council and the relevant Union(s), and signed by the Council and Branch/State Secretary of the relevant Union(s)
5. The scope of areas covered by the LAA may include all or part of the unit, section or team members as determined by the parties, but a LAA shall not be made in respect solely of an individual employee
6. The content of the LAA may be extensive and will examine all areas of employment conditions which may be considered relevant to the improved and continuous efficiency and effectiveness of the workplace
7. Where local initiatives have implications for other unit/s, employee representatives from the Council's management will be invited to participate in the discussions; where local initiatives seek to alter the Award or this Agreement, the LAWA will specify the clauses of the Award and/or this Agreement to be overridden as a consequence of the operation of the LAA
8. The establishment of LAA's:
 - i) is not to result in a diminution in customer or client service
 - ii) is to result in improved productivity and efficiency and/or enhanced customer or client service
 - iii) is not to result in direct or indirect cost increases to Council without the achievement of savings to off-set such costs
 - iv) should constitute value for money
 - v) will be the subject of both a business case and cost benefit analysis prior to approval by the Chief Executive Officer

Any dispute relating to the operation of a LAA will be managed in accordance with the agreed procedures and the time lines under the grievance and dispute clause of this Agreement.

6.8 Policy consultation

Employment policies define standards and procedures to be applied to ensure compliance by all employees with legislative and organisational requirements. Employment policies do not alter or override the terms of the enterprise agreement. The parties to this Enterprise Agreement understand the value of policies in forming an important aspect of the employment relationship.

Stakeholder identification is a key step in Council's process of policy development and/or review. Council acknowledges that unions are a key stakeholder in respect of employment matters. Consequently, as part of the review or development of employment policies, Council will refer all proposed new employment policies, or changes or proposed termination of existing employment policies, to the Joint Consultative Committee for consideration as part of the stakeholder consultation process. For the purposes of this clause, an "employment policy" is any Council policy which affects an Award-based employee's conditions of employment e.g., safety, employee entitlements.

Policy Change Consultation Process

Following a decision by management, proposals for changes or termination of existing policies or implementation of new policies will include:

- i. Communication to affected unions and employees on the suggested changes to be made to a policy through provision of information to the Joint Consultative Committee. Council will provide policy documentation to the unions at least seven days prior to the scheduled meeting date.
- ii. Explanation on the need for changing a policy or introducing a new policy.
- iii. Provide the likely impacts of changes to a policy or introduction of a new policy.
- iv. Outline the desired outcomes from changing a policy or introducing a new policy (if available).
- v. If available, information and data to be provided to employees and unions relating to the changed policy or new policy.
- vi. Consultation to occur with relevant employees and unions to identify and investigate issues arising from the changed policy or new policy.
- vii. Provide feedback on outcomes of consultation to employees and unions through the Joint Consultative Committee.
- viii. Assess if there is an opportunity to trial the changed policy or new policy.
- ix. Timeframe for implementing changed or new policy.

The above process and information will be provided to the Joint Consultative Committee in the first instance and prior to any implementation of a proposed policy change, termination of an existing policy or proposed new policy.

The union and its members will have twenty eight (28) days to respond to the proposals to change, terminate or introduce a new policy.

After full participation in the above consultation process, the union/s reserve their right to invoke the grievance and disputes avoidance settlement procedure contained at Clause X of this agreement.

6.9 Professional membership fees and licences

Within 12 months of this agreement's certification, the EBT shall begin a review of the circumstances in which Council reimburses professional memberships and licences required by Council for staff to do their jobs. The purpose of the review will be to consider current practices and formulate an approach to such reimbursements that is equitable and reasonable.

The Union parties to this agreement will be kept informed of the review via the JCC. No changes to existing practices will be made until agreement is reached at JCC.

7 Training and development

7.1 Staff development / training

The parties agree that the provision of staff development/training is an important feature of improved organisational efficiency.

The parties recognise that in the provision of the development/training programs (other than courses of approved study) an employee might be required to undertake certain courses outside of the ordinary hours of duty. In such cases, the actual time taken by an employee in participating in courses outside of the ordinary hours of duty will be paid for at the rate of time and one half.

7.2 Studies assistance

The study leave provisions of the Queensland Local Government Officers' Award (refer clause 1.8) apply and are taken to be varied such that that employees who receive "Category 2" assistance will be eligible for reimbursement of (a) 100% of the institution's compulsory student services fee and (b) 70% of other statutory or compulsory fees or charges, up to a maximum of \$1,000 per semester. Reimbursement shall be made following the passing of examinations.

7.3 Conference leave

Time off without loss of salary or annual leave may be granted by a respondent to an officer to attend approved seminars and/or annual conferences or any recognised institute or other body concerned with the calling of such officer.

Schedule 1

Signatories to this agreement

Signed for and behalf of The Queensland Services Industrial Union of Employees:David Smith
In the presence of:Ian Buckley

Signed for and behalf of The Association of Professional Engineers,
Scientists and Managers Australia, Queensland Branch Union of Employees:John Yates
In the presence of:S. Wagner

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

Signed for and behalf of The Construction, Forestry, Mining & Energy,
Industrial Union of Employees, Queensland:Michael Ravbar
In the presence of:Janelle Thompson

Signed for and behalf of The Automotive, Metals, Engineering Printing &
Kindred Industries Union, Industrial Union of Employees - Queensland Branch:Andrew Dettmer
In the presence of:???????

Signed for and behalf of The Transport Workers Union of Australia
Union of Employees (Queensland Branch):Hugh Williams
In the presence of:P. Parks

Signed for and behalf of Plumbers & Gasfitters Employee's Union Queensland,
Union of Employees:Brad O'Carroll
In the presence of:?????

Signed for and behalf of Electrical Trades Union of Employees Queensland:Dale Dickson
In the presence of:A. Duncan

Schedule 2

Salary Rates for classifications covered by the Local Gov't Officers Award w.e.f. 01/07/09		
Level Increment	Gross \$ (p.a.) 3.85% or \$37.50	Gross \$ (p.a.) +14.0%
Jnr Un 17 55%	22,125.15	
Jnr 17 yrs 60%	24,136.52	
Jnr 18 yrs 70%	28,159.28	
Jnr 19 yrs 80%	32,182.03	
Jnr 20 yrs 90%	36,204.79	
Level 1 Step 1	40,227.54	45,859.40
Level 1 Step 2	40,818.74	46,533.36
Level 1 Step 3	41,654.97	47,486.67
Level 1 Step 4	42,576.63	48,537.36
Level 1 Step 5	43,519.28	49,611.98
Level 1 Step 6	44,489.63	50,718.18
Level 2 Step 1	45,495.58	51,864.96
Level 2 Step 2	46,531.57	53,045.99
Level 2 Step 3	47,612.67	54,278.44
Level 2 Step 4	48,749.30	55,574.21
Level 3 Step 1	49,901.51	56,887.72
Level 3 Step 2	51,055.19	58,202.91
Level 3 Step 3	52,244.38	59,558.59
Level 3 Step 4	53,467.11	60,952.50
Level 4 Step 1	54,701.99	62,360.27
Level 4 Step 2	55,938.39	63,769.77
Level 4 Step 3	57,174.81	65,179.28
Level 4 Step 4	58,411.24	66,588.81
Level 5 Step 1	59,646.05	67,996.50
Level 5 Step 2	60,882.51	69,406.06
Level 5 Step 3	62,118.95	70,815.60
Level 6 Step 1	64,178.57	73,163.57
Level 6 Step 2	66,238.25	75,511.61
Level 6 Step 3	68,299.44	77,861.36
Level 7 Step 1	70,359.11	80,209.38
Level 7 Step 2	72,418.76	82,557.39
Level 7 Step 3	74,478.41	84,905.39
Level 8 Step 1	76,951.27	87,724.44
Level 8 Step 2	79,422.52	90,541.67
Level 8 Step 3	81,916.29	93,384.57
Level 8 Step 4	84,318.39	96,122.97
Level 8 Step 5	86,718.91	98,859.56

EBA Increase with effect from 1/07/2009
(3.85% per annum or \$37.50 per week, whichever is the greater)

BASE RATES ONLY - ALLOWANCES NOT INCLUDED

BUILDING TRADES AWARD	Weekly \$	Hourly \$
Tradesperson Labourer	747.20	19.6632
Building Tradesperson Level 1 (BT1)	799.29	21.0339
Building Tradesperson Level 2 (BT2)	830.14	21.8458
Building Tradesperson Level 3 (BT3)	871.64	22.9379
LGEAS AWARD		
(NB: On-site allowance of \$24.00 p.w. not included)		
Level One first six months	739.12	19.4505
Level One	751.10	19.7658
Level Two	763.10	20.0816
Level Three	775.08	20.3968
Level Three	775.08	20.3968
Level Four	787.19	20.7155
Level Five	799.29	21.0339
Level Six	824.34	21.6932
Level Seven	850.25	22.3750
Level Eight	877.24	23.0853
Level Nine	905.64	23.8326
ENGINEERING AWARD		
C11	762.64	20.0695
C10	799.29	21.0339
C9	824.34	21.6932
C8	850.25	22.3750
C7	877.24	23.0853
C6	964.96	25.3937
ELECTRICAL CONTRACTING AWARD		
Electrical worker Grade 5	865.49	22.7761
Electrical worker Grade 7	925.21	24.3476
Electrical worker Grade 8	987.81	25.9950
Electrical worker Grade 9	1020.50	26.8553
Electrical worker Grade 10	1120.99	29.4997

Apprentices shall be paid in accordance with the relevant parent Award and/or industrial instrument applicable to their trade, except that:

- (i) apprentices will be paid the relevant percentage of the appropriate adult rate as listed in this schedule;**
- and**
- (ii) adult apprentices will be paid in accordance with clause 4.5 of this agreement.**

01/07/10

Salary Rates for classifications covered by the Local Gov't Officers Award		
Level Increment	Gross \$ (p.a.) 3.9% or \$37.50	Gross \$ (p.a.) +14.0%
Jnr Un 17 55%	23,197.65	
Jnr 17 yrs 60%	25,306.52	
Jnr 18 yrs 70%	29,524.28	
Jnr 19 yrs 80%	33,742.03	
Jnr 20 yrs 90%	37,959.79	
Level 1 Step 1	42,177.54	48,082.40
Level 1 Step 2	42,768.74	48,756.36
Level 1 Step 3	43,604.97	49,709.67
Level 1 Step 4	44,526.63	50,760.36
Level 1 Step 5	45,469.28	51,834.98
Level 1 Step 6	46,439.63	52,941.18
Level 2 Step 1	47,445.58	54,087.96
Level 2 Step 2	48,481.57	55,268.99
Level 2 Step 3	49,562.67	56,501.44
Level 2 Step 4	50,699.30	57,797.21
Level 3 Step 1	51,851.51	59,110.72
Level 3 Step 2	53,046.34	60,472.83
Level 3 Step 3	54,281.91	61,881.38
Level 3 Step 4	55,552.33	63,329.65
Level 4 Step 1	56,835.37	64,792.32
Level 4 Step 2	58,119.99	66,256.79
Level 4 Step 3	59,404.63	67,721.27
Level 4 Step 4	60,689.27	69,185.77
Level 5 Step 1	61,972.25	70,648.36
Level 5 Step 2	63,256.93	72,112.90
Level 5 Step 3	64,541.59	73,577.41
Level 6 Step 1	66,681.54	76,016.95
Level 6 Step 2	68,821.55	78,456.56
Level 6 Step 3	70,963.12	80,897.95
Level 7 Step 1	73,103.11	83,337.55
Level 7 Step 2	75,243.10	85,777.13
Level 7 Step 3	77,383.07	88,216.70
Level 8 Step 1	79,952.37	91,145.70
Level 8 Step 2	82,520.00	94,072.80
Level 8 Step 3	85,111.02	97,026.57
Level 8 Step 4	87,606.81	99,871.77
Level 8 Step 5	90,100.95	102,715.08

EBA Increase 1/07/2010**3.90% p.a. or \$37.50 p.w. whichever is the greater.**

BASE RATES ONLY - ALLOWANCES NOT INCLUDED

BUILDING TRADES AWARD	Weekly \$	Hourly \$
Tradesperson Labourer	784.70	20.6500
Building Tradesperson Level 1 (BT1)	836.79	22.0208
Building Tradesperson Level 2 (BT2)	867.64	22.8326
Building Tradesperson Level 3 (BT3)	909.14	23.9247
LGEAS AWARD (NB: On-site allowance not included)		
Level One first six months	776.62	20.4374
Level One	788.60	20.7526
Level Two	800.60	21.0684
Level Three	812.58	21.3837
Level Three trades assist.	812.58	21.3837
Level Four	824.69	21.7024
Level Five	824.69	21.7024
Level Six	861.84	22.6800
Level Seven	887.75	23.3618
Level Eight	914.74	24.0721
Level Nine	943.14	24.8195
ENGINEERING AWARD		
C11	800.14	21.0563
C10	836.79	22.0208
C9	861.84	22.6800
C8	887.75	23.3618
C7	914.74	24.0721
C6	1002.59	26.3840
ELECTRICAL CONTRACTING AWARD		
Electrical worker Grade 5	902.99	23.7629
Electrical worker Grade 7	962.71	25.3345
Electrical worker Grade 8	1025.31	26.9818
Electrical worker Grade 9	1060.30	27.9027
Electrical worker Grade 10	1164.71	30.6502

Apprentices shall be paid in accordance with the relevant parent Award and/or industrial instrument applicable to their trade, except that:

- (i) apprentices will be paid the relevant percentage of the appropriate adult rate as listed in this schedule; and
- (ii) adult apprentices will be paid in accordance with clause 4.5 of this agreement.

01/07/11

Salary Rates for classifications covered by the Local Gov't Officers Award		
Level Increment	Gross \$ (p.a.) 3.9% or \$37.50	Gross \$ (p.a.) +14.0%
Jnr Un 17 55%	26,476.52	
Jnr 17 yrs 60%	26,476.52	
Jnr 18 yrs 70%	30,889.28	
Jnr 19 yrs 80%	35,302.03	
Jnr 20 yrs 90%	39,714.79	
Level 1 Step 1	44,127.54	50,305.40
Level 1 Step 2	44,718.74	50,979.36
Level 1 Step 3	45,554.97	51,932.67
Level 1 Step 4	46,476.63	52,983.36
Level 1 Step 5	47,419.28	54,057.98
Level 1 Step 6	48,389.63	55,164.18
Level 2 Step 1	49,395.58	56,310.96
Level 2 Step 2	50,431.57	57,491.99
Level 2 Step 3	51,512.67	58,724.44
Level 2 Step 4	52,649.30	60,020.21
Level 3 Step 1	53,801.51	61,333.72
Level 3 Step 2	55,115.15	62,831.27
Level 3 Step 3	56,398.91	64,294.75
Level 3 Step 4	57,718.87	65,799.51
Level 4 Step 1	59,051.95	67,319.22
Level 4 Step 2	60,386.67	68,840.80
Level 4 Step 3	61,721.41	70,362.40
Level 4 Step 4	63,056.16	71,884.02
Level 5 Step 1	64,389.16	73,403.65
Level 5 Step 2	65,723.95	74,925.30
Level 5 Step 3	67,058.71	76,446.93
Level 6 Step 1	69,282.12	78,981.61
Level 6 Step 2	71,505.59	81,516.37
Level 6 Step 3	73,730.68	84,052.97
Level 7 Step 1	75,954.13	86,587.71
Level 7 Step 2	78,177.58	89,122.44
Level 7 Step 3	80,401.01	91,657.15
Level 8 Step 1	83,070.51	94,700.38
Level 8 Step 2	85,738.28	97,741.64
Level 8 Step 3	88,430.35	100,810.60
Level 8 Step 4	91,023.48	103,766.76
Level 8 Step 5	93,614.88	106,720.97

EBA Increase 1/07/2011**3.90% p.a. or \$37.50 p.w. whichever is the greater.****BASE RATES ONLY - ALLOWANCES NOT INCLUDED**

BUILDING TRADES AWARD	Weekly \$	Hourly \$
Tradesperson Labourer	822.20	21.6368
Building Tradesperson Level 1 (BT1)	874.29	23.0076
Building Tradesperson Level 2 (BT2)	905.14	23.8195
Building Tradesperson Level 3 (BT3)	946.64	24.9116
LGEAS AWARD		
(NB: On-site allowance not included)		
Level One first six months	814.12	21.4242
Level One	826.10	21.7395
Level Two	838.10	22.0553
Level Three	850.08	22.3705
Level Three trades assist.	850.08	22.3705
Level Four	862.19	22.6892
Level Five	862.19	22.6892
Level Six	899.34	23.6668
Level Seven	925.25	24.3487
Level Eight	952.24	25.0589
Level Nine	980.64	25.8063
ENGINEERING AWARD		
C11	837.64	22.0432
C10	874.29	23.0076
C9	899.34	23.6668
C8	925.25	24.3487
C7	952.24	25.0589
C6	1041.69	27.4130
ELECTRICAL AGREEMENT		
Electrical worker Grade 5	940.49	24.7497
Electrical worker Grade 7	1000.21	26.3213
Electrical worker Grade 8	1062.81	27.9687
Electrical worker Grade 9	1101.65	28.9909
Electrical worker Grade 10	1210.13	31.8455

Apprentices shall be paid in accordance with the relevant parent Award and/or industrial instrument applicable to their trade, except that:

- (i) apprentices will be paid the relevant percentage of the appropriate adult rate as listed in this schedule;**
- and**
- (ii) adult apprentices will be paid in accordance with clause 4.5 of this agreement.**

Schedule 3

Classification/Reclassification process

Employees will be classified in accordance with the classification definitions contained in the relevant parent Award. Council will ensure that each position shall have a written job description available, detailing the duties that the occupant of the position is required to undertake.

Applications for Reclassification of positions will be considered on a twice-yearly basis. Employees may submit Requests for Reclassification by March 31 or by September 30 each year for consideration, and Council will provide a decision within 12 weeks of those dates. While Requests for reclassification may be submitted at any time, unless exceptional circumstances exist (such as substantial change or restructuring of the position), consideration of the request will not occur until the next round of the reclassifications cycle.

Reclassifications are based on the evaluation of the duties, responsibilities and skills required to perform the inherent requirements of the role, and not necessarily the capabilities of the person filling the position. Generally a position may be reviewed for reclassification if the duties, responsibilities and/or skills required to perform the role have increased, require greater complexity or have significantly changed.

Employees shall be given a written response to their request, including reasons where a request for reclassification to a higher level has been refused.

An employee may dispute the classification determined by Council. Any disputes that are initiated regarding classification shall be dealt with in accordance with this agreement.

An employee may request a Union representative to represent them throughout the process outlined in the clause above.

PART TWO – GOLD COAST COUNCIL CERTIFIED AGREEMENT

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SALARY INCREASES TO APPLY IN THIS PART:

Unless otherwise indicated in the Appendices in this part of the Agreement, the base wage rates for the positions subject to these Appendices will as per the schedule of Part 1 of this Agreement.

APPENDIX 2.1**GOLD COAST WATER CALL OUT**

The conditions under this Appendix apply to employees of Gold Coast Water within the classifications described within the LGEAS, BT(PS) Award, Engineering Award and ECI Award, who are required to be on “standby” (otherwise known as “on-call”) for emergency work.

STANDBY ALLOWANCE

Persons to whom this Appendix applies, who are rostered to stand-by for emergency work outside ordinary working hours shall be paid an allowance equivalent to the amount of 5.46% (five point four six percent) of the rate payable under this Agreement to an employee at Level six of the classifications as described within the LGEAS.

EMERGENCY WORK

Employees called out on emergency work shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work but such payment shall not be less than two (2) hours at double time.

1. All attendance(s) and work carried out within any minimum call out period is covered by that call out payment.
2. All work carried out on a call out is to be paid at double time.
3. Employees not rostered to stand by who are required to perform overtime, call back or emergency work shall be remunerated as per the overtime provisions to the classification of the employee, as contained within the LGEAS, BT(PS) Award, Engineering Award and ECI Award.
4. Where a call out is continuous with the commencement of ordinary working hours, payment shall be at double time for the minimum call out period, then ordinary time rates will apply to the remaining hours of the normal working day.

EMERGENCY WORK BREAKS

Employees who work more than two consecutive hours on a call out and have not had at least 10 consecutive hours off duty prior to the call out, shall be entitled to 10 continuous hours break before resuming normal duties

- a. Employees who are recalled to work on a weekday between the hours of two am and five am will have their normal start time on that day delayed by the equivalent of the hours worked to a maximum of three hours. They will be entitled to ordinary time payment for the delayed hours.
- b. Employees who are recalled to work on Sunday nights or on public holidays after 10pm shall be entitled to ten continuous hours break after more than two consecutive hours work. They will be entitled to ordinary time payment for the delayed hours.

COMMUNICATIONS

Persons who are on a standby roster shall be provided with effective network communication equipment and transport while on standby without charge subject to Council policy.

TRANSPORT

Persons who are on a standby roster and in normal working hours are provided with a vehicle shall have commuter use of that vehicle without charge, subject to Council policy.

Persons who are rostered on standby and have commuter use of a vehicle, shall have local use of that vehicle after normal working hours. This use shall be restricted, such that the minimum response time to a call out is not exceeded.

STANDBY LEAVE

Persons shall have one day added to their standby leave credits for each statutory holiday on which they are required to be on stand-by.

ROSTER

Roster shall be posted at least one month in advance.

Employees who do not wish to take part in the stand-by roster shall apply in writing to their supervisor to be excluded. Permission to be excluded shall be granted if that employee is not integral to the continued operation of the stand-by system.

APPENDIX 2.2**GOLD COAST WATER - LIVE SEWER ANNUALISATION PAYMENT**

The conditions under this Appendix apply to employees of Gold Coast Water within the classifications described within the LGEAS, Engineering Award and ECI Award, who are employed in the Field Services Branch of Gold Coast Water, and who come into direct physical contact with live sewerage while carrying out the majority of their allotted duties.

ELECTRICAL SECTION

Employees employed as Electricians and falling within the classifications as described within the ECI Award, will be paid a 14.1% loading paid as part of the ordinary weekly wage which will fully compensate the employees in place of any other entitlement otherwise payable in respect of Live Sewer.

MECHANICAL SECTION

Employees employed within any of the classifications as described within the Engineering Award, will be paid an 18.8% loading paid as part of the ordinary weekly wage which will fully compensate the employees in place of any other entitlement otherwise payable in respect of Live Sewer.

CIVIL MAINTENANCE SECTION

Employees employed within any of the classifications as described within the LGEAS, will be paid an 17.4% loading paid as part of the ordinary weekly wage which will fully compensate the employees in place of any other entitlement otherwise payable in respect of Live Sewer.

APPENDIX 2.3**LOCAL CONTROLLER – DISASTER MANAGEMENT GROUP**

These conditions are to specifically apply to the position of Local Controller, Disaster Management Unit, Engineering Services Directorate.

WAGES

The salary is based on Level 6.3 (plus 14% 10 day fortnight payment) as per the LGO Award.

The salary package will be adjusted in line with any current and future EBA rises. Council's superannuation contributions will be calculated on this full amount. The salary package does not allow for further salary increments due to 'years of service'.

The annual salary will be based on a 36.25 hour week, with a loading of 14% of ordinary salary payable, in return for working reasonable additional hours of 4.05 hours per week.

The following clauses contained in the LGO Award and Part 1 of this Agreement are compensated for within the agreed salary package.

- Standby for Emergency Work
- Meal Allowance
- Wet Weather and other Disabilities
- First Aid Allowance
- Travelling
- Public Holidays

Public holidays are to be worked as a normal day. The agreed salary package also recognises flexibility of working arrangements and the taking of calls while not on duty.

WORK ARRANGEMENTS

Accrued time in lieu (TIL) may be added to the officer's annual leave, as mutually agreed. TIL in these instances will not attract annual leave loading.

The Counter Disaster Coordinator will manage the amount of hours worked during the week to ensure an excessive amount of overtime is not worked by the Officer.

OVERTIME

Payment of overtime has been factored into the salary package and any additional overtime is required to be approved by the Director Engineering Services.

ANNUAL LEAVE

Planned leave to be applied for one (1) month in advance.

APPENDIX 2.4**ANIMAL MANAGEMENT OFFICERS & ANIMAL MANAGEMENT OFFICER – LEADING HANDS**

These conditions apply to all staff working as Animal Management Officers and/or Animal Management Officer – Leading Hands within the Animal Management Section - Health, Regulatory and Lifeguard Services Branch, Community Services Directorate.

WAGES**Animal Management Officers**

The minimum rate of wages to be paid to employees under this appendix shall be the rate of Level Six (6) as per the classifications contained in the LGEAS.

The weekly wage rate (including the initial EBA increase with effect from 1 July 2009 and On-Site allowance of \$24.00) for permanent employees shall be according to the following scale:-

	<u>Per Week</u>
Level 6	\$ 848.34

Plus an additional 21% allowance to be annualised, which is paid in lieu of penalty rates for working weekends in accordance with a seven day roster.

This pay rate will be increased in accordance with the wage rise as provided in Part 1 of the Certified Agreement.

On-Site Allowance is a weekly amount paid in lieu of facilities (toilets etc) being readily available to staff.

Animal Management Officer - Leading Hands

The minimum rate of wages to be paid to employees under this appendix shall be the rate of Level Seven (7) as per the classifications contained in the LGEAS.

The weekly wage rate (including EBA increases with effect from 1 July 2009 and On-Site allowance of \$24.00) for permanent employees shall be according to the following scale:-

		<u>Per Week</u>
Leading Hand	Grade 1 = Level 7 + Leading Hand	\$ 896.70
	Grade 2 = Level 7 + 8%	\$ 942.27
	Grade 3 = Grade 2 + 8%	\$ 1015.73

Plus an additional 21% allowance to be annualised which is paid in lieu of penalty rates for working weekends in accordance with a seven day roster.

PROGRESSION THROUGH GRADING:

GRADE 1 – COMMENCEMENT

GRADE 2 - AFTER 12 MONTHS COMPLETION SATISFACTORY SERVICE

GRADE 3 – AFTER 3 YEARS COMPLETION SATISFACTORY SERVICE

This pay rate will be increased in accordance with the wage rise as provided in Part 1 of the Certified Agreement.

On-Site Allowance is a weekly amount paid in lieu of facilities (toilets etc) being readily available to staff.

WORK ARRANGEMENTS

- 1) The ordinary hours of duty of employees under this Appendix shall be an average of thirty-eight per week and may be worked on any days Monday to Sunday inclusive in accordance with the LGEAS.
- 2) Ordinary hours of duty for employees engaged under the terms of this appendix may be worked between the hours of 5.00am and 7.00pm.
- 3) Officers required to work on Statutory Public Holidays shall be paid in accordance with the relevant provisions of Part 1 of this Certified Agreement for work done on such Holidays.
- 4) Where the ordinary work cycle provides for a rostered day off and a statutory holiday falls on that day, the rostered day off shall be moved to a day mutually agreed between the employer and the employees concerned.

ALLOWANCES

- 1) Officers when required to work to a regular roster for work on Saturdays and Sundays shall be paid an allowance at the rate of 21%, which is to be annualised.
- 2) Certificate Allowance – Officers who hold a certificate relevant to the animal control function such as Certificate IV Animal Control and Regulation and Certificate IV Local Government Training package shall receive an allowance of \$15.00 per week
- 3) Kennel Cleaning Allowance – Officers who are engaged in such duties for the cleaning of dog kennels only where it involves other than purely hosing will receive an allowance of \$6.00 per day. This allowance is paid in recognition of the additional responsibility of cleaning with chemicals for the prevention of the spread of disease. Consequently the allowance will also be paid where an officer is required to clean a vehicle, (where special chemicals are utilised and the vehicle is not simply hosed out) after the vehicle has been used to transport animals.
- 4) Poison Allowance – Officers who are required to utilise poisons for the majority of a working day, shall be paid \$6.00 for everyday in contact with poisons.
- 5) On Call – payment for oncall will be accordance with the provisions of Part 1 of this EBA.
- 6) Weapons Allowance - an allowance of \$8 per day will be paid to officers who possess the relevant licence(s) and as part of their duties are required to take custody of a rifle. The officer(s) concerned will ensure that all relevant laws are observed in the handling, storage and safekeeping of the weapon.

OVERTIME

All time worked in excess of 8.50 hours on any one day or 38 hours in any one week period either before the ordinary starting time or after the ordinary ceasing times shall be paid at the rate of double time thereafter until the ordinary start time the next morning. (Excluding 'on-call' callouts)

REST DAYS

Officers employed under the terms of this appendix who are required to work overtime when rostered off duty, shall for work commencing on a Rest Day be paid at the rate of double time with a minimum of four (4) hours or at Management's discretion receive Time in Lieu (at the same accrual rate).

PUBLIC HOLIDAYS

Employees required to work on a statutory holiday which falls on a Saturday or Sunday shall be paid at the rates indicated in this Appendix.

LEAVE

Employees engaged under the terms of this appendix shall be paid an additional week's annual leave for being rostered to work regularly on Saturdays, Sundays and Public Holidays.

If employees wish to access their annual leave entitlements, they are required to take a minimum of four (4) days leave at a time, unless otherwise negotiated with Management.

Accrued leave will only be approved where operational minimum requirements for each shift are being met. (For the purpose of this appendix a minimum of two (2) officers are required in the morning shift and a minimum of three (3) officers are required for the afternoon shift).

This agreement allows officers to swap with officers on different rosters and shifts to accommodate leave and operational requirements.

START ON SITE

These guidelines relate to Animal Management Officers and/or Leading Hands starting and finishing operations in the field and with operational business related commuter use of Council light vehicles.

The basic operation of starting and finishing in the field should be viewed as a partnership between Council and staff. Benefits for both Council and staff should come from such a partnership. Council generally benefits from added productive time in the field, including engaging in work activity such as sighted offence and patrol, whilst travelling to an assigned area. Staff generally benefit by reduced travelling to and from a depot and reduced use of private/public transport.

Employees covered by this appendix shall be required to adhere to the Start on Site arrangements.

For the purpose of this Appendix, On Site shall be defined as an area assigned to an employee through the roster or as directed from time to time by the Leading Hand/ Coordinator.

All officers are required to start and finish duty on site. The process of starting on site shall be reviewed on a half yearly basis. Council reserves the right to suspend and/or terminate the Start on Site arrangement for individuals or the entire group subsequent to any breaches or a determination by Council that the arrangement is not effective or workable.

For the purpose of this Agreement, On Site shall be defined as an area assigned to an employee through the roster or as directed from time to time by the Leading Hands or Coordinator Animal Management

All officers are required to start and finish duty on site. This particularly applies to officers who are paired within one vehicle. Officers are still required to start and finish in the assigned area.

The start on site guidelines in this document will be reviewed on a half yearly basis.

Staff are encouraged to make notes on guideline copies for incorporation with regular reviews.

CLEANING OF VEHICLES

Cleaning of vehicles can be done at the most convenient Council Depot within normal working hours.

The vehicle crew will be responsible for maintaining the vehicle in a clean condition, both inside and outside. Workplace Health and Safety demands that vehicle housekeeping be to a standard which does not add risk to staff and others.

VEHICLE CHANGEOVERS / LOGBOOKS

Vehicle logbooks are to be completed on a daily basis and/or when the driver changes (within normal working time).

Delivery of vehicles to private residences will be avoided and only done with approval of the Leading Hands. It is each officers responsibility to arrange transport to commence work on site.

COMMUNICATIONS

Officers are to call on at their starting time and call off at their finishing time.

Leading Hands will be responsible for establishing a system suitable for their team for collection/distribution of paperwork to team members.

HOUSING OF VEHICLES

If Leading Hands require vehicles delivered and left at depots they are to be left clean and tidy for use by next officer.

Vehicles kept at private residences are to be kept in away to minimise any risk of damage from vandalism, off street parking or garaging is preferred.

APPENDIX 2.5**CITY CLEANING**

These conditions apply to staff members employed as City Cleaners, who are required to undertake general city cleaning duties, barbeque cleaning and toilet cleaning within the City Cleaning Section of the Engineering Services Directorate.

WAGES

All level 1 employees shall progress to Level 2 as per the LGEAS after they have acquired the skills and knowledge to undertake general cleaning duties, barbeque cleaning and toilet cleaning or upon the completion of six (6) months satisfactory performance in recognition of the conditions under which the employees work and multi-skilling.

PAYMENT OF ALLOWANCES – TOILET CLEANING

Those employees rostered on toilet cleaning duties shall be paid a daily allowance of \$5.00 per day. If in the event employees are required to clean toilets and BBQ's on the same day only one allowance will be paid.

Payment of the allowance is based on the following:

- All duties associated with toilet cleaning, other than merely by hosing them
- Productivity savings
- Completion of associated paperwork
- Training
- Employee flexibility

PAYMENT OF ALLOWANCES – BARBEQUE CLEANING

Those employees rostered on any barbeque cleaning duties shall be paid an allowance of \$5.00 per day while they are employed on such duties. If in the event employees are required to clean toilets and BBQ's on the same day only one allowance will be paid.

Payment of the allowance is based on the following:

- All duties associated with barbeque cleaning, other than merely by wiping them
- Productivity savings
- Completion of associated paperwork
- Training and employee flexibility

ADDITIONAL PAYMENT – WALKERS

In recognition of productivity savings, increased efficiency and employee flexibility in relation to operational aspects including leave, Level 1 and Level 2 Labourers, referred to in this Appendix as "Walkers", shall be paid an additional payment of \$2.00 per day. If in the event employees are required to clean toilets and/or BBQ's on the same day only one allowance will be paid.

WORK ARRANGEMENTS

- a) All employees may be rostered on toilet, barbeque and any other level 2 cleaning duties as required and directed by the Coordinator, Supervisor and/or Leading Hand.
- b) The Employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training, consistent with the classification of the structure of this Appendix and provided that such duties are not designed to promote deskilling.
- c) The Employer may direct an employee to carry out such duties and use such equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- d) Any direction issued by the Employer pursuant to subclause (a) and (b) shall be consistent with the Employer's responsibility to provide a safe and healthy working environment

APPENDIX 2.6**ELECTRICIANS ON-CALL (BUILDING MAINTENANCE SERVICES)**

These conditions apply to staff members employed as Electricians within the Building Maintenance Services Section of the Engineering Services Directorate. These conditions encompass the on-call requirements of the Electricians.

ON CALL – MONDAY TO SUNDAY

Persons to whom this Appendix applies, who are rostered to stand-by for emergency work outside ordinary working hours shall be paid an allowance equivalent to the amount of 5.46% (five point four six percent) of the rate payable under this Agreement to an employee at Level six of the classification as described within the LGEAS .

EMERGENCY WORK

Persons called out on emergency work shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work but such payment shall not be less than two (2) hours at double time.

- (a) All attendance(s) and work carried out within any minimum call out period is covered by that call out payment.
- (b) All work carried out on a call out is to be paid at double time.
- (c) Persons not rostered to stand by who are required to perform overtime, call back or emergency work shall be remunerated as per the conditions for overtime as contained with the ECI Award.
- (d) Where a call out is continuous with the commencement of ordinary working hours, payment shall be at double time for the minimum call out period, then ordinary time rates will apply to the remaining hours of the normal working day.

STAND-BY LEAVE

Persons shall have one day added to their stand-by leave credits for each statutory holiday on which they are required to be on stand-by.

EMERGENCY WORK BREAK

Employees who work more than two consecutive hours on a call out and have not had at least 10 consecutive hours off duty prior to the call out, shall be entitled to 10 continuous hours break before resuming normal duties

- a. Employees who are recalled to work on a weekday between the hours of two am and five am will have their normal start time on that day delayed by the equivalent of the hours worked to a maximum of three hours. They will be entitled to ordinary time payment for the delayed hours.
- b. Employees who are recalled to work on Sunday nights or on public holidays after 10pm shall be entitled to ten continuous hours break after more than two consecutive hours work. They will be entitled to ordinary time payment for the delayed hours.

COMMUNICATION

Employees who are on an on-call roster shall be provided with effective network communication equipment (e.g. mobile phone or two-way radio) while on duty.

TRANSPORT

Vehicles will not be available for private use whilst on call.

ROSTER

Roster shall be posted at least six (6) months in advance. Employees who do not wish to take part in the stand-by roster shall apply in writing to their supervisor to be excluded.

APPENDIX 2.7**FLEET AND PLANT BRANCH (DISABILITY ALLOWANCE)**

These conditions apply to staff members employed as Tradespersons and Tradesperson's Assistants within the Fleet and Plant Services Branch of the Engineering Services Directorate for payment of the disability allowance.

AMALGAMATION OF ALLOWANCES

This Appendix amalgamates a multitude of disability allowances payable under the Engineering Award into a single, weekly, all-purpose allowance of \$25.20 per week which forms part of the base pay rate. The allowance is paid in lieu of the following allowances:

- Battery Work
- Cold Chamber
- Construction
- Explosive Powered Tools
- Foundry
- Lime and cement
- Painting Poles
- Repair Unclean Vehicles
- Sand Blast
- Service Core
- Wet, Hot, Noxious Gas Fumes
- Chainsaw
- Concrete Mixing
- Dirty Work
- Firing Boilers
- Hammer & Drill
- Second Hand Articles
- Patternmaker
- Repair Work
- Sanitary Pans
- Sulfuric Acid
- Marine/Ship Boiler Cleaning
- Cleaning Flues
- Confined Space
- Electrical elevators
- Forestry
- Insulation Material
- Multi-Storey
- Pneumatic Hammers
- Rubbing
- Toxic Substances
- Wet Rubbing

TOXIC SUBSTANCE ALLOWANCE – PANEL SHOP

Employees required to use Toxic Substances within Council's Panel Shop only shall be paid a weekly allowance in addition to the Disability Allowance providing that such use of these substances is the majority of the week (90 - 95%). The calculation of this weekly amount will be as per the allowance as indicated in the Engineering Award.

APPENDIX 2.8**HEAVY PLANT TRUCK DRIVERS “4ON/4OFF”**

These conditions apply to staff members employed on the “4 days on, 4 days off” roster engaged as Truck Drivers associated with the Transfer Station/Weighbridge Operators working in the Fleet and Plant Branch of the Engineering Services Directorate.

For the purpose of this Appendix only the roster period consists of four (4) consecutive working days followed by four (4) days off work.

WAGES

The minimum rate of wages to be paid to employees under this Appendix shall be the rate of Level Four (4) or Level Five (5) as prescribed under the LGEAS, including a 20% loading to compensate for lost overtime. From 1 July 2009 these rates are:

Level 4	\$968.63
Level 5	\$983.15

WORK ARRANGEMENTS

- The ordinary hours of duty of employees under this Appendix may be worked on any days Monday to Sunday inclusive in accordance with a roster agreed between Council and the employees.
- Employees shall work under a continuous rotating roster of 4 days on and 4 days off (as per the attached roster).
- The hours required to be worked shall be rostered between 6.00am to 6.00pm. The rostered hours shall not be limited to these times when specific operational requirements dictate. Generally, ordinary shifts will commence at 7.00am and cease at 5.30pm (10 hour shift).
- The working roster will be located in a position where it is accessible to all employees and will be displayed one (1) month in advance.
- All employees are entitled to a rest break of thirty (30) minutes after a minimum of five (5) hours and a maximum of six (6) hours work, dependent upon work requirements.
- Employees rostered to work on a Public Holiday shall be paid at the rate of ordinary time plus time and one half. No extra day in lieu of the Public Holiday shall be accrued.

OVERTIME

- All time worked in excess of ten (10) hours per day shall be paid at the rate of one and half times the ordinary rates for the first three (3) hours and double time thereafter.
- An employee required to work on their rostered day off (RDO) shall be paid at the rate of double time for all hours worked (including overtime) except as provided in the following paragraph.
- Where an employee to whom this Appendix is required to work on their day(s) off in another area of the Fleet & Plant Branch, (ie, outside of Heavy Plant - Transfer Stations), then the overtime payable for that work will be based on the standard nine-day fortnight salary payable for the classification level relevant to the grade of vehicle being driven.

CONTRACT OF EMPLOYMENT

- The Employer shall on engagement, under the terms of this Appendix, provide employees with a specific set of instructions relating to the duties and tasks required to achieve the outcomes required from the job. Under the direction of the Heavy Plant Coordinator and the Heavy Plant Operational Procedures, employees will be unsupervised with a set routine. Employees should refer to Heavy Plant procedures and policies in relation to set routines.
- The Employer may direct an employee to carry out such duties as are reasonably within the limits of the employee’s skill, competence and training, consistent with the classification of the structure of this Appendix and provided that such duties are not designed to promote de-skilling.
- The Employer may direct an employee to carry out such duties and use such equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.

- Any direction issued by the Employer pursuant to subclause (a) and (b) shall be consistent with the Employer's responsibility to provide a safe and healthy working environment.

ANNUAL LEAVE

- Employees engaged under the terms of this Appendix shall be entitled to 20 days annual leave, which is applied to the four (4) day roster period.
- Annual Leave Loading shall be paid in accordance with those provisions prescribed in Part 1 of this Certified Agreement.

HEAVY PLANT TRUCK DRIVERS (TRANSFER STATION) FOUR (4) DAY ROSTER

The following roster is for employees engaged as Heavy Plant Truck Drivers (Transfer Station) for all Transfer Stations.

Ordinary Shifts will commence at 7.00am and cease at 5.30pm (10 hour shift) and be for four (4) consecutive days followed by a lay off of four (4) days until the start of the next shift.

Shifts to be consecutive, i.e. Shift 1 starts on a Monday, Shift 2 on a Tuesday etc. Total weekends worked during an eight week cycle = three (3) full weekends on, three (3) off plus one (1) Saturday and one (1) Sunday each worked and the same off.

A Roster of Shifts worked as follows:

	MON	TUES	WED	THURS	FRI	SAT	SUN
Week 1 Shift 1	WORK	WORK	WORK	WORK	RDO	RDO	RDO
Week 2 Shift 2	RDO	WORK	WORK	WORK	WORK	RDO	RDO
Week 3 Shift 3	RDO	RDO	WORK	WORK	WORK	WORK	RDO
Week 4 Shift 4	RDO	RDO	RDO	WORK	WORK	WORK	WORK
Week 5 Shift 5	RDO	RDO	RDO	RDO	WORK	WORK	WORK
Week 6 Shift 6	WORK	RDO	RDO	RDO	RDO	WORK	WORK
Week 7 Shift 7	WORK	WORK	RDO	RDO	RDO	RDO	WORK
Week 8 Shift 8	WORK	WORK	WORK	RDO	RDO	RDO	RDO

APPENDIX 2.9**HEAVY PLANT TRUCK DRIVERS - OVERTIME**

These conditions apply to staff members (except those staff members employed under the “4on 4off” Waste Transfer Station Truck Drivers Appendix) on the roster for overtime, driving heavy plant, within the Heavy Plant Section of the Fleet and Plant Branch of the Engineering Services Directorate.

The conditions specified are in relation to staff employed within any cost centre of the Gold Coast City Council and who are employed by the hour on the class of heavy plant for which they are engaged, classification of Plant Operator and Truck Driver.

WAGES

All employees employed under this Appendix shall agree to be paid at the rate applicable to the classification as shown, and are directed to undertake duties on any rostered overtime shift, as follows:

LEVELS (Refer to classifications in the LGEAS)*TRUCK DRIVERS**LEVEL 4*

- Driving a rigid motor vehicle (truck tractor) and heavy trailer combination (trailer having loaded mass of 3.5t or more) not exceeding 22.5t GCM.
- Driving an articulated vehicle (with 3 axles) not exceeding 24t GCM.

LEVEL 5

- Driving a rigid motor vehicle (truck tractor) and heavy trailer combination (trailer having loaded mass of 3.5t or more) exceeding 22.5t GCM.
- Driving an articulated vehicle exceeding 24t GCM.
- Driving a low loader not exceeding 43t GCM.

*PLANT OPERATORS**LEVEL 5*

- Operation of medium mechanical plant (including Backhoe).

LEVEL 6

- Operation of heavy mechanical plant.

Where these classifications are different from the classification at which employees' are ordinarily employed the above shall prevail.

CONTRACT OF EMPLOYMENT

- a) The Employer shall on engagement, under the terms of this Appendix, provide employees with a specific set of instructions relating to the duties and tasks required to achieve the outcomes required from the job. Under the direction of the Plant and Transport Allocator, employees will be un-supervised with a set routine.
- b) The Employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training, consistent with the classification of the structure of this Appendix and provided that such duties are not designed to promote deskilling.
- c) The Employer may direct an employee to carry out such duties and use such equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- d) Any direction issued by the Employer pursuant to subclause (a) and (b) shall be consistent with the Employer's responsibility to provide a safe and healthy working environment.

HOURS

- a) The hours required to be worked under this Appendix may be rostered up to ten (10) hours in any one shift.
- b) The hours of work required under this Appendix shall be rostered on Saturdays, Sundays and public holidays only.
- c) The hours required to be worked shall be rostered between 6.00am to 6.00pm. The rostered hours shall not be limited to these times when specific operational requirements dictate.
- d) The working roster will be located in a position where it is accessible to all employees and will be displayed one (1) month in advance.

APPENDIX 2.10**LIFEGUARD SUPERINTENDENTS AND CHIEF LIFEGUARD**

These conditions apply to staff members employed as Lifeguard Superintendents and Chief Lifeguard within the Health, Regulatory and Lifeguard Services Branch, Community Services Directorate.

WAGES

The minimum rate of wages to be paid to employees under this Appendix shall be at the rate of Level Six, Incremental Step One (6.1) as prescribed under the LGO Award .

HOURS OF DUTY

Ordinary hours of duty may be worked on any five out of seven days per week including Saturday and Sundays.

All ordinary time worked on a Saturday or Sunday shall be paid for at one and half times the ordinary time rate.

OVERTIME

An employee who works overtime either outside the spread of ordinary hours on any day or in excess of the ordinary weekly hours shall be granted time off equivalent to time worked.

ALLOWANCES**1) Helicopter Allowance**

Lifeguards who hold a Helicopter Crewman Gold Coast City Council Licence shall receive an all purpose allowance of \$15.70 per week as assessed on an annual basis.

2) First Aid Allowance

All Lifeguards are to be paid First Aid Allowance of \$13.20 per week.

QUALIFICATIONS AND SKILL REQUIREMENT ALL GRADES

The following qualifications are mandatory for all employees who are employed in the positions listed above.

- a) Surf Life Saving Association Bronze Medallion or Equivalent
- b) Advanced Resuscitation Certificate
- c) First Aid Certificate
- d) Marine Licence
- e) Restricted Coxswains Licence
- f) 'C' Class Drivers Licence
- g) Helicopter Crewman Gold Coast City Council Licence *
- h) Defibrillator Certificate
- i) Physical and Practical Requirement

TRAINING

The parties agree that relevant Training will be provided at the cost of the Employer in the first instance. Should any individual employee be unsuccessful in gaining certification at his or her first attempt, any further attempt will be at the cost of the individual.

Whilst payment initially will be provided by Council the responsibility for obtaining the qualification lies with the individual.

VEHICLE USE AND MAINTENANCE

Employees who have been allocated a Council Vehicle, will be responsible for the maintenance and care of the vehicle including daily interior and exterior cleaning. It is expected daily maintenance will generally be done outside of normal working hours.

Employees with free commuter use of Council vehicles will have use of that vehicle solely for the purpose of driving to and from work and for use during periods of rostered 24 hour call-out duty. In addition employees will be permitted to drive vehicles to and from training (only within the precinct of Gold Coast City) immediately before or after working hours.

APPENDIX 2.11**LIFEGUARDS**

These conditions apply to staff employed as Lifeguards (Permanent and Casual). Refer to clause 1.8 of Part 1 of this Certified Agreement for the parenting arrangement of the relevant Award, which is the Local Government Employees' Award (excluding Brisbane City Council) – State (the 'LGEAS').

WAGES

The minimum rate of wages to be paid to employees under this appendix shall be at the rate of Level Four (4) of the classifications within the LGEAS .

RATES OF PAY (PERMANENT EMPLOYEES)

The weekly wage rate (including EBA increases with effect from 1 July 2009 and weekly \$24.00 on-site allowance) for permanent employees shall be according to the following scale:-

		<u>1/7/09</u>
Lifeguard	Grade 1.	\$ 823.29
	Grade 2.	\$ 858.78
	Grade 3.	\$ 890.05
	Grade 4.	\$ 901.77
	Grade 5.	\$ 967.87

The above rates reflect the progression scale of permanent Lifeguards. Grade 1 commences at the Level 5 as prescribed under the LGEAS. These pay rates will be increased in accordance with the wage rises as provided in Part 1 of the Certified Agreement.

PROGRESSION THROUGH GRADING

GRADE	1. - Commencement
	2. - After 6 months completion satisfactory service
	3. - After 12 months completion satisfactory service
	4. - After 3 years completion satisfactory service
	5. - After 5 years completion satisfactory service

Casual employees (who have completed a minimum of 12 months FTE) who are appointed to a permanent position will commence at Grade 3 and then progress as per the above scale.

WORK ARRANGEMENTS

- 1) The ordinary hours of duty of employees under this Appendix shall be an average of thirty-eight hours and eighteen minutes per week.
- 2) The rates in this Appendix recognise that an agreed function of a Lifeguard's duties require that the flags be set up at 8am daily and taken down at 5pm (with the exception of extended hours in the summer).
- 3) Employees engaged under the terms of this appendix will work on the basis of 'any five out of seven' days, Monday to Sunday inclusive.
- 4) Ordinary hours of duty for employees engaged under the terms of this appendix may be worked between the hours of 6.00am and 7.00pm.

Any work performed on a Saturday, Sunday and/or Public holiday shall be paid as per the provisions of the LGEAS.

CASUAL EMPLOYEES**Rates of Pay**

The hourly rate (including 23% casual loading) for casual employees shall be:

Casual	Grade 1.	\$ 26.24 (on commencement)
	Grade 2.	\$ 26.65 (on completion of 6 months FTE)

Casual Employees are progressed to Grade 2 after satisfactorily completing 6 months full-time equivalent (FTE).

These pay rates will be increased in accordance with the wage rise as provided in Part 1 of the Certified Agreement.

Hours of work

Casual employees may work up to 38 hours per week (Monday to Friday), but for less than 52 weeks per year. Any hours worked past 38 hours per week or 8 hours per day will be paid at normal overtime rates as per the LGEAS.

Any work performed on a Saturday, Sunday and/or Public holiday shall be paid as per the LGEAS.

ALLOWANCES

1) Instruction Allowance

Permanent Lifeguards required to provide leadership and instruction to casual employees over school holiday periods are to be paid an allowance of \$30.00 per week whilst rostered to supervise. The relevant school holidays for the purposes of this clause are the school holiday periods as published by the applicable Education departments for the States of Queensland, New South Wales and Victoria.

2) Helicopter Allowance

Lifeguards who hold a Helicopter Crewman Gold Coast City Council Licence shall receive an all purpose allowance of \$15.70 per week as assessed on an annual basis.

3) First Aid Allowance

All Lifeguards are to be paid First Aid Allowance of \$13.20 per week.

Casual employees who work three (3) days or more in a week's period, will also be paid this allowance.

4) On Call Allowance

It is a requirement that all permanent employees participate in the 24 hour call-out duty when rostered. This allowance shall be paid as per the provisions of Part 1 of this Certified Agreement.

5) Jet-ski ('wave-runner') Operator's Allowance

A weekly allowance of \$4.30 will be available to those permanent lifeguards and casual lifeguards (who work three (3) days or more in a week's period). Payment is subject to those lifeguards possessing the required marine licence(s) and successfully completing the Lifeguard Power Watercraft training.

MEAL BREAKS

All employees shall be entitled to a meal break of not less than 30 minutes and not more than one (1) hour to be taken no later than six hours after the ordinary starting time each day.

Over the Christmas period (December to January) it is vital that beaches are manned daily between 7.30am and 6.30pm. In order to allow sufficient coverage of these shifts, it has been agreed by the parties to create a split shift allowance. This allowance will enable the lunch break to be extended from one hour to one and a half hours each day during this period. Any employee rostered on the extended lunch break will receive an allowance of \$5.00 per day.

REST PAUSES

The parties agree that the existing flexible work practices in relation to rest pauses be continued under the terms of this Appendix.

ANNUAL LEAVE

- 1) Employees engaged under the terms of this appendix shall be entitled to an additional weeks annual leave, five (5) weeks annual leave in total (inclusive of RDO's). The extra week of annual leave is granted in recognition of the additional flexibilities and work hours contained in this agreement.
- 2) Annual Leave Loading shall be paid in accordance with those provisions prescribed elsewhere in this Certified Agreement.
- 3) Employees will be expected to take a minimum of two weeks annual leave between April and September of each year. This period is inclusive of public holidays and rostered days off. Where special circumstances exist, consideration for leave outside these periods will be given.
- 4) Annual leave is not to be taken during the peak operational periods of December/January each year.

QUALIFICATIONS AND SKILL REQUIREMENT ALL GRADES

Permanent Employees

- a) Surf Life Saving Association Bronze Medallion or Equivalent
- b) Advanced Resuscitation Certificate
- c) First Aid Certificate
- d) Marine Licence
- e) Restricted Coxswains Licence
- f) 'C' Class Drivers Licence
- g) Helicopter Crewman Gold Coast City Council Licence *
- h) Defibrillator Certificate
- i) Physical and Practical Requirement (Attachment 1)

Casual Employees

- a) Surf Life Saving Association Bronze Medallion or Equivalent
- b) Advanced Resuscitation Certificate
- c) First Aid Certificate
- d) Marine Licence
- e) 'C' Class Drivers Licence
- f) Physical and Practical Requirement (Attachment 1)

* Exemptions are available with evidence of a medical condition.

QUALIFICATION AND SKILL REQUIREMENT ALL GRADES

PHYSICAL AND PRACTICAL REQUIREMENT

The following physical and practical requirements must be completed twice yearly:

- 800m swim in 50m pool in a time under 14 minutes
- 750m swim, 1600m run, 750m paddle on a rescue board on a natural ocean course in a time under 26 minutes
- Effect rescues using rescue board and rescue tube
- Participate in training assessment in beach management, advanced first aid, resuscitation and spinal management.

In the event that the employee fails to complete the test within the set timeframes, the employee will be retested within a set period.

TRAINING

The parties agree that relevant Training will be provided at the cost of the Employer in the first instance. Should any individual employee be unsuccessful in gaining certification at his or her first attempt, any further attempt will be at the cost of the individual.

Whilst payment initially will be provided by Council the responsibility for obtaining the qualification lies with the individual.

VEHICLE USE AND MAINTENANCE

Employees who have been allocated a Council Vehicle (free commuter use) will be responsible for the maintenance and care of the vehicle including daily interior and exterior cleaning. It is expected daily maintenance will generally be done outside of normal working hours.

Employees with free commuter use of Council vehicles will have use of that vehicle solely for the purpose of driving to and from work and for use during periods of rostered 24 hour call-out duty. In addition employees will be permitted to drive vehicles to and from training (only within the precinct of Gold Coast City) immediately before or after working hours.

UNIFORMS

All staff will be issued with uniforms which remain the property of Gold Coast City Council. All uniforms must be maintained in a presentable manner and returned on termination and/or the completion of each summer period.

A uniform roster will be maintained by the Superintendents and all lost uniforms will be reimbursed by the employee.

APPENDIX 2.12**PEST CONTROL OPERATORS**

These conditions apply to staff members employed as Pest Control Operators within the Health, Regulatory and Lifeguard Services Branch, Community Services Directorate.

WAGES

The minimum rate of wages to be paid to employees under this Appendix shall be the rate for a Level Four according to the LGE Award as prescribed under Part 1 of this Agreement.

RATES OF PAY

The weekly wage rate (including the EBA increase with effect from 1 July 2009 and the annualised allowance) for permanent employees shall be according to the following scale:-

Pest Management Technician (PMT)

Classification	Annual Amount	Annualised Allowance	Total Annual Salary
New Starter	\$41,221.96	\$1,836	\$43,057.96
Vegetation Management (VM)			
VM Level 1	\$43,703.92	\$1,836	\$45,539.92
VM Level 2	\$44,753.80	\$1,836	\$46,589.80
VM Level 3	\$45,849.96	\$1,836	\$47,685.96
VM Level 4	\$46,683.00	\$1,836	\$48,519.00
Pest Management (PM)			
PM Level 1	\$46,683.00	\$1,836	\$48,519.00
PM Level 2	\$47,502.00	\$1,836	\$49,338.00
PM Level 3	\$47,949.72	\$1,836	\$49,785.72
Pest and Termite Management (PTM)			
PTM Level 1	\$48,999.60	\$1,836	\$50,835.60
PTM Level 2	\$49,649.60	\$1,836	\$51,485.60

The above rates include an annualised allowance rate of \$1,836 for on-site, poison spray and trailer allowance. The annualised allowance rate is equivalent to 94.38% of the total of the allowances if they were received for the entire year.

The Annual Amount will be adjusted in accordance with the wage rise provided in Part 1 of this Agreement.

WORK ARRANGEMENTS

The ordinary hours of duty of employees under this Appendix shall be an average of thirty-eight hours per week.

Ordinary hours of duty for employees engaged under the terms of this Appendix may be worked between the hours of 6.00am and 6.00pm.

ALLOWANCESAnnualisation of Allowances

- 1) All allowances currently being received will be built into the employee's ordinary weekly pay and each will be entitled to an equal amount. From the commencement of this process there will be no entitlement for officers to claim any allowances provided for in the LGE Award, other than Live Sewer Work Allowance, Work in the Rain and Clause, Meal Allowance during overtime.
- 2) The amount to be included into ordinary weekly pay shall be calculated through averaging the annual allowances paid to all staff within the Unit. The amount will then be divided by 52 weeks to determine a weekly amount.

OVERTIME

All time worked in excess of the ordinary hours provision the LGE Award, may be elected to be taken as time in lieu (at ordinary time rates) with a maximum accruable amount being two days or 15.2 hrs. This time is to be taken at a mutually agreeable time in the future.

Should a mutually agreeable time not be available or payment be requested for this overtime it shall be paid at those rates provided in the LGE Award.

PAY STRUCTURE

In recognition of the pool of resources available within the Pest Management Unit, agreement has been reached on a salary scale which better reflects the needs of the Unit. Through this scale, staff will have the opportunity to improve their qualifications to the levels specified to achieve a higher level of remuneration. It is recognised that as individuals progress in qualifications, experience and skills they will increasingly be utilised in all areas of the Unit. As such, this pool of highly qualified, experience and skilled staff will then provide Council with greater flexibility in allocation of its resources and in turn provide efficiencies in the workplace. The scale is as follows:

Classification	Description
New Starter	No Licences

Vegetation Management Stream

Vegetation Management Level 1	ACDC Licence
Vegetation Management Level 2	ACDC Licence + Boat Licence + 12 months at VM Level 1 or 12 months relevant experience as deemed by Manager HR&L Services
Vegetation Management Level 3	ACDC Licence + Boat Licence + 12 months at VM Level 2 or 24 months relevant experience as deemed by Manager HR&L Services
Vegetation Management Level 4	ACDC Licence + Boat Licence + 12 months at VM Level 3 or 36 months relevant experience as deemed by Manager HR&L Services + mentoring role within PMU (Vegetation Management) to the satisfaction of MHR&L Services

Pest Management Stream

Pest Management Level 1	Pest Management Licence - No experience
Pest Management Level 2	Pest Management Licence + Boat Licence + 12 months experience at PM Level 1 (Mosquito and Pest Management) or 12 months experience as deemed by the MHR&L Services
Pest Management Level 3	Pest Management Licence + Boat Licence + 12 months experience at PM Level 2 (Mosquito and Pest Management) or 24 months experience as deemed by the MHR&L Services + MOZ-01 Course

Pest and Termite Management Stream

Pest and Termite Management Level 1	Mosquito & Pest PM Level 3 + Termite Duties and Qualifications
Pest and Termite Management Level 2	Termite Level 1 + 12 months experience at PTM Level 1 + mentoring role within PMU (Mosquito & Pest) to the satisfaction of the MHR&L Services

The parties agree that the pay rates negotiated in this Appendix are also in recognition of additional responsibilities and training that may be allocated to the Pest Management Technicians including ibis control and termite control.

START ON SITE (S.O.S.)

Employees covered by this Appendix shall be required to adhere to the start on site arrangements as detailed below.

The process of starting on site will be reviewed on an annual basis. Council reserves the right to suspend and/or terminate the S.O.S. arrangement for individuals or the entire group subsequent to any breaches or a determination by Council that the arrangement is not effective or workable.

Unless otherwise stated in this Appendix or by approval of the Supervisor, the "clock off" location will be at the last nominated job of the day.

If trailers for quad bikes, argos, boats or other special equipment are to be used from the start of the day, clock on/off will be at the location the trailer is stored. Tie hitching on/off the trailer will be the first/last job of the day.

If the staff member responsible for garaging a vehicle takes leave or is otherwise not in the field, the second member of the crew should be notified as soon as possible. It is the responsibility of all staff to notify their Supervisor and second crew member.

The Supervisor is responsible for arrangements for change over staff with vehicles to accommodate staff absence.

If rain interferes with normal field operations, staff should contact the Supervisor for instructions (rain may be isolated). Supervisors are responsible for organising suitable arrangements for staff during periods of rain to ensure effective use of time.

Officers are to commence and finish work on site or at the Depot whichever is most appropriate taking into consideration travelling distance and equipment necessary for the job.

Vehicle use accounting will be satisfied if staff note on their daily work sheets, the time and odometer when they leave home, the time and odometer at home. Supervisors will be responsible for data gathering from daily work sheets within their team.

CLEANING OF VEHICLES

Cleaning of vehicles can be done at the most convenient Council Depot.

The vehicle crew will be responsible for maintaining the vehicle in a clean condition both outside and inside. Workplace Health & Safety demands that vehicle housekeeping be to a standard which does not add risk to staff or others.

STORAGE OF PESTICIDES ON VEHICLES

As per the Pest Control Operators' Regulations, all pesticides must be secured and locked up on the vehicle.

COMMUNICATIONS

Two way radios & mobile phones should be switched on in vehicles when leaving home so staff can receive/make calls with Supervisors or other team members.

Supervisors will be responsible for establishing a system suitable for their team for collection/distribution of paperwork to team members.

Supervisors and Teams will be responsible for establishing a system for efficient and effective supply of pesticide and other stores with the team. Systems should be documented for approval by the Coordinator – Pest Management particularly if the arrangements include purchase of equipment.

TRAINING

The parties agree that relevant training will be provided at the cost of the Employer in the first instance. Should any individual employee be unsuccessful in gaining certification at his or her first attempt, any further attempt will be at the cost of the individual.

Whilst payment initially will be provided by Council, the responsibility for obtaining the qualification lies with the individual.

WORK IN LUNCH BREAKS

Where instructed to work during the ordinary meal break all work performed shall be paid for at the rate of double time and the rate of double time shall continue to be paid until the meal break is taken for which meal break no deduction of pay shall be made.

APPENDIX 2.13**PLUMBERS ON-SITE AND ON-CALL (BUILDING MAINTENANCE SERVICES)**

These conditions apply to staff members employed as Plumbers within the Building Maintenance Services, Maintenance Services Branch of the Engineering Services Directorate. These conditions encompass starting on-site and the on-call requirements of the Plumbers.

WAGES

Wages for employees under this appendix shall be as listed in the schedule of part 1 of this EBA, with on-site allowance paid as per the BT(PS) Award as varied. In addition, an annualised travel allowance rate (\$35.80 per week) will be paid.

ALLOWANCES**ANNUALISATION OF ALLOWANCES**

The Travel Allowance paid under this Appendix being received will be built into the employee's ordinary weekly pay. Payment of the all-purpose annualised allowance will negate any obligations that Council may have to pay additional travel allowance contained the BT(PS) Award .

On Call – Monday to Sunday

Persons to whom this Appendix applies, who are rostered to stand-by for emergency work outside ordinary working hours shall be paid an allowance equivalent to the amount of 5.46% (five point four six percent) of their weekly rate payable under Part 1 of this Agreement. Currently, the "On-Call" rate is \$45.00 for each day and/or night during which they remain on call.

START ON SITE (SOS) AND MANAGEMENT OF STAFF

Staff are to commence and finish work on site or at the Southport depot whichever is considered most appropriate by the Supervisor, taking into account travelling distance and equipment necessary for the job.

The Supervisor is to be informed of any leave of absence or change in specified hours of duties.

Employees covered by this Appendix shall be required to adhere to the start on site (S.O.S) arrangements. Staff are to commence and finish work on site or at the Depot whichever is considered most appropriate by the Supervisor taking into consideration travelling distance and equipment necessary for the job.

The process of starting on site will be reviewed on an annual basis. Council reserves the right to suspend and/or terminate the S.O.S. arrangement for individuals or the entire group subsequent to any breaches or a determination by Council that the arrangement is not effective or workable.

Staff must to be aware of the Noise Management Procedure and exercise discretion when commencing work before 7.00am. Starting and finishing times, whether on site or from Southport depot are to be strictly adhered to. Should any support staff require a lift to or from work, then it is to be done in their (the driver's) own time.

EMERGENCY WORK

Persons called out on emergency work shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work but such payment shall not be less than two (2) hours at double time.

- (a) All attendance(s) and work carried out within any minimum call out period is covered by that call out payment.
- (b) All work carried out on a call out is to be paid at double time.
- (c) Persons not rostered to stand by who are required to perform overtime, call back or emergency work shall be remunerated as per the relevant within the BT(PS) Award .
- (d) Where a call out is continuous with the commencement of ordinary working hours, payment shall be at double time for the minimum call out period, then ordinary time rates will apply to the remaining hours of the normal working day.

STAND-BY LEAVE

Persons shall have one day added to their stand-by leave credits for each statutory holiday on which they are required to be on stand-by.

EMERGENCY WORK BREAK

Employees who work more than two consecutive hours on a call out and have not had at least 10 consecutive hours off duty prior to the call out, shall be entitled to 10 consecutive hours break before resuming normal duties.

Employees who are recalled to work on a weekday between the hours of two am and five am will have their normal start time on that day delayed by the equivalent of the hours worked to a maximum of three hours. They will be entitled to ordinary time payment for the delayed hours.

PAPERWORK / INVENTORY CONTROL

To ensure an appropriate flow of paperwork all Maintenance requests are to be completed as per the documented maintenance request procedure. To further improve inventory control a daily job sheet is to be completed **refer Attachment Three (3)**. The daily job sheet may at any time be altered to reflect the required information.

VEHICLES

Staff participating in this arrangement are required to sign and adhere to the requirements of the Council's Vehicle Licence Agreement. Free commuter use will be available to staff, however vehicles must be returned to the Southport Depot on RDO's and/or sick leave to be used by other staff, additionally vehicles will not be used for private use. The vehicles must be made available for all normal duties within Council, including after-hours emergency call-outs. This may mean that not all vehicles are available for commuter use continually. The plumbing supervisor will arrange a roster ensuring adequate notice is given to the driver. It will be the driver's responsibility to make alternate arrangements where necessary.

Council vehicles shall be operated in accordance with Council vehicle operators' handbook.

VEHICLE LOG

From time to time, a vehicle log may be required to be kept. It will be the operator's responsibility to complete the log and pass on to their Supervisor.

CLEANING OF VEHICLES

Cleaning of the vehicle is to be done in the operator's own time. Cleaning of vehicles may be done at the most convenient Council Depot.

The vehicle operator will be responsible for maintaining the vehicle in a clean condition both outside and inside. Workplace Health & Safety demands that vehicle housekeeping be to a standard which does not add risk to staff or others.

SECURITY

Vehicle Security

It is preferable Council vehicles be parked off street overnight, and all tools and materials be stored in the locked area of the vehicle. A statement must be submitted addressing how the vehicle is to be secured to the satisfaction of the Manager Maintenance Services.

Tools/Materials Security

Tools and material must be stored in the appropriate locked area on the vehicle at all times. It is the driver's responsibility to complete a regular stock take of the tools and to ensure that this list is kept replenished. Council tools are not to be used for private use and must remain on the vehicle after hours.

COMMUNICATION

Two way radios and mobile phones should be switched on in the vehicles when leaving home so staff can receive/make calls with Supervisors or other team members.

Tool box chats will be held monthly at the Southport depot. These meetings will be a forum to raise and discuss work issues, safety issues and to allow the supervisor to follow up on previous items raised at meetings. The meetings will be minuted, attendance records will be kept and attendance is compulsory.

APPRENTICES

To ensure apprentices are given the best possible training and to ensure they pick up skills/ideas from all tradespeople, it is envisaged apprentices will be rotated among the tradespeople. This may result in the driver being required to pick up the apprentice and /or drop them at the Southport depot, adhering to start/finish times.

AREA ROTATION

The Building Maintenance Section will rotate staff on an as needs basis to obtain a knowledge of all working areas. This knowledge is considered to be essential for emergency call-outs, etc. Some staff may find that they have to travel further to the first job or from the last job in the field than they would travelling to and from Southport depot. Every effort will be made to ensure this period of time is limited.

HOLIDAY/ SICK DAYS/ TRAINING

If the staff member responsible for garaging a vehicle takes leave or is otherwise not in the field, the second member of the crew should be notified as soon as possible. It is the responsibility of all staff to notify their Supervisor and second crew member. It is the driver's responsibility to ensure that the vehicle is available for use every day and to leave it at work when pending absences are due.

The Supervisor is responsible for arrangements for allocation of vehicles to accommodate staff absence.

If rain interferes with normal field operations, staff should contact the Supervisor for instructions (rain may be isolated). Supervisors are responsible for organising suitable arrangements for staff during periods of rain to ensure effective use of time.

COMMUNICATIONS

Two-way radios & mobile phones should be switched on in vehicles when leaving home so staff can receive/make calls with Supervisors or other team members.

Supervisors will be responsible for establishing a system suitable for their team for collection/distribution of paperwork to team members.

APPENDIX 2.14**CITY PARKING OFFICERS & CITY PARKING OFFICER – LEADING HANDS**

These conditions apply to all staff members employed as City Parking Officers & City Parking Officer – Leading Hands within the City Parking Section - Health, Regulatory and Lifeguard Services Branch, Community Services Directorate.

WAGES**City Parking Officers**

The minimum rate of wages to be paid to employees under this appendix shall be the rate of Level Six (6) as per the classifications contained in the LGEAS.

The weekly wage rate (including the initial EBA increase with effect from 1 July 2009 and on-site allowance of \$24.00) for permanent employees shall be according to the following scale:-

	<u>Per Week</u>
Level 6	\$ 848.34

This pay rate will be increased in accordance with the wage rise as provided in Part 1 of the Certified Agreement.

City Parking Officer - Leading Hands

The minimum rate of wages to be paid to employees under this appendix shall be the rate of Level Seven (7) as per the classifications contained in the LGEAS.

The weekly wage rate (including EBA increase with effect from 1 July 2009 and on-site allowance of \$24.00) for permanent employees shall be according to the following scale:-

		<u>Per Week</u>
Leading Hand	Grade 1 = Level 7 + Leading Hand	\$ 896.70
	Grade 2 = Level 7 + 8%	\$ 942.27
	Grade 3 = Grade 2 + 8%	\$ 1015.73

PROGRESSION THROUGH GRADING:

GRADE 1 – COMMENCEMENT

GRADE 2 - AFTER 12 MONTHS COMPLETION SATISFACTORY SERVICE

GRADE 3 – AFTER 3 YEARS COMPLETION SATISFACTORY SERVICE

This pay rate will be increased in accordance with the wage rise as provided in Part 1 of the Certified Agreement.

On-Site Allowance is a weekly amount paid in lieu of facilities (toilets etc) being readily available to staff.

WORK ARRANGEMENTS

- 1) The ordinary hours of duty of employees under this Appendix shall be an average of thirty-eight per week and may be worked on any days Monday to Sunday inclusive in accordance with the LGEAS.
- 2) Ordinary hours of duty for employees engaged under the terms of this appendix may be worked between the hours of 5.00am and 7.00pm.
- 3) Employees covered by this Appendix shall be required to complete a twelve (12) month roster cycle period.
- 4) Officers required to work on Statutory Public Holidays shall be paid in accordance with the relevant provisions of this Certified Agreement for work done on such Holidays.
- 5) Where the ordinary work cycle provides for an accrued, rostered day off and a statutory holiday falls on that day, the accrued rostered day off shall be moved to a day mutually agreed between the employer and the employees concerned.

ALLOWANCES

- a) Officers when required to work to a regular roster for work on Saturdays shall be paid an allowance at the rate of 19% of the appropriate rate for each Saturday worked.
- b) Officers when required to work to a regular roster for work on Sundays shall be paid an allowance at the rate of 23% of the appropriate rate for each Sunday worked.
- c) On Call – payment for oncall will be accordance with the provisions of Part 1 of this EBA..

OVERTIME

MONDAY TO FRIDAY

All time worked in excess of 8.50 hours on any one day or 38 hours in any one week period either before the ordinary starting time or after the ordinary ceasing times shall be paid at the rate of double time thereafter until the ordinary start time the next morning. (Excluding 'on-call' callouts)

REST DAYS

Officers employed under the terms of this appendix who are required to work overtime when rostered off duty shall for work commencing on a Rest Day be paid at the rate of double time with a minimum of four (4) hours.

PUBLIC HOLIDAYS

Employees required to work on a statutory holiday which falls on a Saturday or Sunday shall be paid at rates indicated in this Appendix, but including the roster allowance.

ANNUAL LEAVE

Employees engaged under the terms of this appendix shall be paid an additional week's annual leave for being rostered to work regularly on Saturdays, Sundays and Public Holidays.

Payment for annual leave shall be calculated by averaging the base rate including roster allowance over a twelve (12) month roster cycle.

START ON SITE (S.O.S)

Leading Hands covered by this appendix shall be required to adhere to the S.O.S arrangements.

For the purpose of this Appendix, on site shall be defined as an area assigned to an employee through the roster or as directed from time to time by the Coordinator City Parking.

All officers are required to start and finish duty on site. The process of starting on site shall be reviewed on a half yearly basis. Council reserves the right to suspend and/or terminate the S.O.S arrangement for individuals or the entire group subsequent to any breaches or a determination by Council that the arrangement is not effective or workable.

APPENDIX 2.15

TRAFFIC SECTION, LINES AND SIGNS

These conditions apply to staff members employed as tradespersons and painters within the Lines and Signs area of the Traffic Operations Branch, Engineering Services Directorate, to enable a smooth operating standard for early starts and annualised travel allowance.

ALLOWANCES

- 1) Early Start Allowance – staff working early morning shift will be paid 15% loading. An employee being rostered on to work an early morning shift and failing to do so without a legitimate reason will not receive the 15% loading on any such occasion.
- 2) Travel Allowance (annualised) – an annualised travel allowance has been determined through discounting the current allowance paid over 46 weeks and takes into account additional costs of superannuation and annual leave loading. The reduced amount will be paid and form part of the employee's all-purpose rate for a period of 52 weeks. The discounted amount has been calculated at \$35.80 per week.
- 3) With the Appendix of both members of the work team, a work team participating in the Early Start Agreement may elect to work through the nominated meal break and cease work earlier than the normal ceasing time nominated under such arrangement, provisions contained elsewhere in the LGEAS or Part 1 of this Agreement in relation to payment for working through meal breaks, shall not apply.
- 4) Tool Allowance – employees will continue to receive a weekly tool allowance.

WORK ARRANGEMENTS

EARLY START

An early morning shift arrangement has been set in place to allow greater flexibility and to ensure the long term competitiveness of the Line Marking/Sign Installation Sections. This early morning shift will begin at 5.00am each working day and will continue through to 1.22pm (employees electing to work through their lunch will finish work at 12.52pm).

A maximum of four (4) work teams may be engaged on an early morning shift in any one (1) week. These teams will consist of a leading hand and a painter. Utilisation of staff for this early morning shift will be on a voluntary basis only and is available to all staff employed within in the Lines and Signs area of the Traffic Operations Branch.

APPENDIX 2.16**TRANSFER STATION/WEIGHBRIDGE OPERATORS**

These conditions apply to staff members employed as Transfer Station/Weighbridge Operators at the Miami Transfer Station and the Tugun and Suntown Landfill sites on a "4 days on, 4 days off" roster in the Commercial Services Branch of the Community Services Directorate.

For the purpose of this Appendix only the roster period consists of four (4) consecutive working days followed by four (4) days off work.

RATES OF PAY

The rate of wages (including EBA increase with effect from 1 July 2009) for employees shall be according to the following scale:-

	<u>Per Week</u>
LGEAS Level 3. Transfer Station Operator	\$930.10
LGEAS Level 5. Weighbridge Operator	\$959.15

The above rates include a supplementary allowance equivalent to an additional days pay.
This allowance includes and absorbs the on-site allowance.

The supplementary allowance has been negotiated in recognition of the requirements to work some public holidays. No additional payments will be paid (with the exception of overtime) for weekend and/or shift penalties.

This pay rate will be increased in accordance with the wage rise as provided in Part 1 of the Certified Agreement.

WORK ARRANGEMENTS

- 1) The ordinary hours of duty of employees under this Appendix may be worked on any days Monday to Sunday inclusive in accordance with a roster agreed between Council and the employees.
- 2) Employees shall work under a continuous rotating roster of 4 days on and 4 days off (as per the attached roster).
- 3) Ordinary shifts will commence at 7.00am and cease at 5.00pm (10 hour shift).
- 4) Due to operational requirements of these areas, employees are not entitled to a scheduled meal break or rest pauses. However meals and/or rest pauses can be taken when the workload allows.
- 5) Employees rostered to work on a Public Holiday shall be paid at the rate of ordinary time plus time and one half. No extra day in lieu of the Public Holiday shall be accrued.

OVERTIME

- a) All time worked in excess of ten (10) hours per day shall be paid at the rate of double time thereafter until the ordinary start time the next morning.
- b) An employee required to work on their rostered day off (RDO) shall be paid at the rate of double time for all hours worked (including overtime).
- c) All time worked on Public Holidays shall be paid at the rate of double time and a-half. Any hours worked in excess of ten (10) hours shall be paid at the rate of quadruple time whether before the ordinary starting time or after the ordinary ceasing time. No extra day in lieu of the Public Holiday shall be accrued.

ANNUAL LEAVE

- 1) Employees engaged under the terms of this Appendix shall be entitled to 20 days annual leave, which is applied to the four (4) day roster period.
- 2) Annual Leave Loading shall be paid in accordance with those provisions prescribed in Part 1 of this Certified Agreement.

PUBLIC HOLIDAYS

- 1) The annualised salaries paid under this Appendix include payment for public holidays. However, in recognition of the impact of working public holidays, employees who actually perform duty on a public holiday, will be paid an additional 150% loading (i.e., will be paid double-time-and-a-half for the hours worked). No extra day in lieu of the Public Holiday shall be accrued.
- 2) Consequently, the taking of leave on public holidays will need to be supported by an application for leave.

WASTE MANAGEMENT FOUR (4) DAY ROSTER

The following roster is for employees engaged as Transfer Station or Weighbridge Operators at the Miami Transfer Station and the Tugun and Suntown Landfill sites.

Ordinary Shifts will commence at 7.00am and cease at 5.00pm (10 hour shift) and be for four (4) consecutive days followed by a lay off of four (4) days until the start of the next shift.

Shifts to be consecutive, ie Shift 1 starts on a Monday, Shift 2 on a Tuesday etc. Total weekends worked during an eight week cycle = three (3) full weekends on, three (3) off plus one (1) Saturday and one (1) Sunday each worked and the same off.

A Roster of Shifts worked as follows:

	MON	TUES	WED	THURS	FRI	SAT	SUN
Week 1 Shift 1	WORK	WORK	WORK	WORK	RDO	RDO	RDO
Week 2 Shift 2	RDO	WORK	WORK	WORK	WORK	RDO	RDO
Week 3 Shift 3	RDO	RDO	WORK	WORK	WORK	WORK	RDO
Week 4 Shift 4	RDO	RDO	RDO	WORK	WORK	WORK	WORK
Week 5 Shift 5	RDO	RDO	RDO	RDO	WORK	WORK	WORK
Week 6 Shift 6	WORK	RDO	RDO	RDO	RDO	WORK	WORK
Week 7 Shift 7	WORK	WORK	RDO	RDO	RDO	RDO	WORK
Week 8 Shift 8	WORK	WORK	WORK	RDO	RDO	RDO	RDO

APPENDIX 2.17**EVENTS OPERATORS**

These conditions apply to staff members employed as Casual Event Operators within the Community Venues and Projects Branch of the Community Services Directorate.

CASUAL EMPLOYEES

Casual employees shall mean any employee engaged as such and who is employed by the hour on the class of work for which they are engaged with minimum of three (3) pay for each engagement.

HOURS

The ordinary hours of work shall not exceed 38 in any one week, to be worked between the hours of 8.00am and 12.00pm, except where rosters are mutually agreed between the parties.

RATES OF PAY

LEVEL	\$ Per Hour A*	\$ Per Hour B[#]	\$ Per Hour C^{&}
Level I : Gates persons, Ticket Takers, Car Parking Attendants, Corporate Box Attendance, Ushers, Scoreboard Attendants, Spruikers, all other employees.	\$17.10	\$22.69	\$32.25
Level II : Ticket Sellers, Usher Supervisors, Cafeteria Attendants, Supervising Operations Officers.	\$18.59	\$24.19	\$33.56

***Work Period A:** Applies to employees whose hours of work fall between 9.00 a.m. to 11.00 p.m. Monday to Saturday.

#Work Period B: Applies to employees whose hours of work fall on a Sunday.

&Work Period C: Applies to employees working on a statutory holiday.

This pay rate will be increased in accordance with the wage rise as provided in Part 1 of the Certified Agreement.

LATE WORK RATES AND OVERTIME

All time worked by employees between 12.00 midnight and 8.00am, shall be paid at the rate of 125% of Work Period A rate.

All work in excess of ten hours in any one day or 38 in any week, shall be deemed overtime and paid for at the rate of 150%.

WORK IN RAIN

When employees are required to work in the rain they shall be paid at the rate of 150%, unless provided with adequate weather protection.

PAYMENT OF WAGES

Payment of wages will be made at least once per fortnight, either by electronic funds transfer or cash payment on the basis that wages will be transferred into an employee's nominated account.

MEAL BREAK

All employees shall be entitled to a rest pause of ten (10) minutes duration in the employer's time in the first half of the daily work and pending that an employee completes more than six (6) hours work in any one day, they shall receive another such break in the second half of their daily work. A meal break of thirty (30) minutes duration in the employees time will be provided to employees and shall be taken after four (4) hours work and at such times as will not interfere with the continuity of work continuity is necessary.

APPENDIX 2.18**LANDFILLS**

These conditions apply to staff employed under a “4 days on, 4 days off” roster working at the below listed Gold Coast City Council Landfill sites, under the Waste Management and Commercial Services Branch, Community Services Directorate.

COVERAGE

These conditions will apply to those employees engaged on the ‘four days on, four days off roster’ as plant operators or site operational staff of the Gold Coast City Council as the following Landfill sites:

- Tugun
- Suntown
- Stapylton
- Molendinar

The exceptions will be the staff employed as “Compactor Operators” who will continue to operate on the 9-day fortnight arrangement. During the life of the Agreement, in consultation with the union parties to this agreement, and subject to agreement by the majority of affected employees, Reedy Creek Landfill staff will move to the “4on 4off” roster and pay arrangements as provided under this Appendix.

For the purpose of this Appendix, the roster period consists of four (4) consecutive working days followed by four (4) days rostered off duty (please attached roster).

RATES OF PAY

Classification levels of staff employed at the Landfills will be as contained within the LGEAS. The rate of wages for employees under this Appendix shall be according to the following scale as with effect from 1 July 2009:

	<u>Per Week</u>
Level 2	\$ 939.72
Level 3	\$ 954.10
Level 4	\$ 968.63
Level 5	\$ 983.15
Level 5 (leading hand)	\$1005.60
Level 6 (leading hand)	\$1013.21
Level 7 (leading hand)	\$1066.75

The above rates are inclusive of On-Site allowance and where applicable, Leading Hand allowance. The rates also includes a 20% supplementary allowance, this allowance has been added to the base EBA rates as additional compensation for working weekends and public holidays.

Consequently the LAA rates replace the EBA rates and no additional payments will be paid (excepting overtime as detailed below). These rates are not exclusive of EBA increases.

The LAA rates will be applied to annual leave, superannuation and overtime.

WORK ARRANGEMENTS

- 1) The ordinary hours of duty of employees under this Appendix may be worked on any days Monday to Sunday inclusive.
- 2) Employees shall work under a continuous rotating roster of 4 days on and 4 days off (as per the attached roster: Attachment 1).
- 3) Standard workdays will be a 10-hour shift and will be worked between the hours of 6.00am and 6.00pm, which is exclusive of a half hour meal break to be taken between the 4th and 6th hour. There are no scheduled rest pauses (eg; Morning tea 9.00am), however rest pauses may be taken as and when the workload allows.

OVERTIME

- a) All time worked in excess of ten (10) hours per day is regarded as overtime and shall be paid at the rate of double time.
- b) An employee required to work on their rostered day off shall be paid at the rate of double time for all hours worked (including overtime as defined immediately above).

ANNUAL LEAVE

- 1) Employees engaged under the terms of this Appendix shall be entitled to 160 hours annual leave, which is applied to the four (4) day roster period.
- 2) Annual Leave Loading shall be paid in accordance with those provisions prescribed in Part 1 of this Agreement.

PUBLIC HOLIDAYS

The annualised salaries paid under this Appendix include payment for public holidays. However, in recognition of the impact of working public holidays, employees who actually perform duty on a public holiday, will be paid an additional 150% loading. That is, staff will be paid double-time-and-a-half for the hours worked. No extra day in lieu of the Public Holiday shall be accrued.

Consequently, the taking of leave on public holidays will need to be supported by an application for leave.

Attachment 1

WASTE MANAGEMENT FOUR (4) DAY ROSTER

The following roster is for all staff employed at the Landfills at the Tugun, Stapylton, Molendinar and Suntown sites, except for those staff employed as compactor operators.

Standard workdays will be a 10-hour shift and will be worked between the hours of 6.00am and 6.00pm, which is exclusive of a half hour meal break to be taken between the 4th and 6th hour.

Work cycles will consist of four 10 hour shifts, for four (4) consecutive days followed by four (4) days off, until the start of the next 4 day work cycle.

Shifts to be consecutive, i.e. Shift 1 starts on a Monday, Shift 2 on a Tuesday etc. Total weekends worked during an eight week cycle = three (3) full weekends on, three (3) off plus one (1) Saturday and one (1) Sunday each worked and the same off, as per the Roster of Shifts as follows:

	MON	TUES	WED	THURS	FRI	SAT	SUN
Week 1 Shift 1	WORK	WORK	WORK	WORK	OFF	OFF	OFF
Week 2 Shift 2	OFF	WORK	WORK	WORK	WORK	OFF	OFF
Week 3 Shift 3	OFF	OFF	WORK	WORK	WORK	WORK	OFF
Week 4 Shift 4	OFF	OFF	OFF	WORK	WORK	WORK	WORK
Week 5 Shift 5	OFF	OFF	OFF	OFF	WORK	WORK	WORK
Week 6 Shift 6	WORK	OFF	OFF	OFF	OFF	WORK	WORK
Week 7 Shift 7	WORK	WORK	OFF	OFF	OFF	OFF	WORK
Week 8 Shift 8	WORK	WORK	WORK	OFF	OFF	OFF	OFF

APPENDIX 2.19

GOLD COAST WATER OPERATIONS & MAINTENANCE ON-CALL SUPERVISORS & OFFICERS

The conditions under this Appendix apply to those Supervisors and Officers within the Operations and Maintenance Branch of Gold Coast Water within the classifications described within the Queensland Local Government Officers' Award who are rostered and participate in the on-call roster. The intent of this Appendix is to encourage a team approach of effectively and efficiently providing after-hours Incident Management and support services to effect the repair of failed water and wastewater assets. As well as acknowledging the time involved in managing incidents, this Appendix also recognises the after-hours availability to support other team members in the incident management role.

1. DEFINITION

“**Supervisor**” means an employee who is required by Council to supervise other Council employees and whose Position Description nominates such role.

“**Officer**” means an employee who is required by Council to supply operational support to field staff, but who is not a supervisor.

2. SALARY PACKAGE

In addition to the employee's current salary for the classification level (as described within the Queensland Local Government Officers' Award (LGOA) the employee will be paid an allowance as delineated in this Appendix for performing certain “call-out” work and for being available to undertake such work. The additional salary allowance also includes payment for allowances otherwise payable under the LGOA and/or Part 1 of this Agreement, and are indicated below

The additional allowance will be paid as an annualised payment. The quantum of the annualised on-call/call-out allowance is calculated for each respective work area and is based on:

- The weekly amount otherwise payable as an Availability or On-call Allowance under the Queensland Local Government Officers' Award or Part 1 of this Agreement;
- the estimated number of call outs per annum (refer to clause 7 of this Appendix); and
- the number of Supervisors/Officers included in the on-call roster cycle. In the event that the roster cycle changes the allowance will be adjusted as per the salary spreadsheet at Attachment 1; and
- Incident management and support.

The annualised allowance includes the on-call allowance and recognises each call-out as being for a three-hour call-out period, on average, paid at double time.

3. SALARY PACKAGE INCLUSIONS

This Appendix and the salary package sets out the expectations and acknowledges the contribution of those Operations and Maintenance Branch Supervisors and Officers who are part of the all-hours incident response team. The after-hours contribution includes the Supervisor's and Officers inclusion on an on-call roster to provide initial response to incidents and also includes the provision of after-hours team support while not on standby.

Employees covered by this Appendix are exempt from the following provisions contained in the Queensland Local Government Officers' Award and/or Part 1 of this Agreement and are compensated for within the agreed salary package.

- Clause 12.2 (Availability Allowance);
- Clause 12.7 (Wet Weather and other Disabilities);
- Clause 12.8 (First Aid Allowance);
- Clause 13 (Hours of Duty);
- Clause 14.4 (Overtime), excluding planned overtime authorised by Senior Management in Operations & Maintenance;
- Clause 14.7.2 and Clause 16 (Public Holidays)

The agreed salary package recognises flexibility of working arrangements and the taking of calls while not on standby. There will be no overlapping of Annual Leave by Supervisors or Officers within respective work areas except where Long Service Leave in excess of four weeks has been approved or where emergency leave is approved. When leave is taken by any Supervisor the remaining Supervisors will backfill the standby roster.

4. ROSTER

The calculated annualised salary packages included at Attachment A in this Appendix will include the recognition of one (1) in two (2) through to one (1) in five (5) return cycle rosters.

Supervisors or Officers who are rostered on standby ('oncall') on a public holiday will have one day added to their annual leave entitlement.

5. SERVICE WHILE ON STANDBY

The Supervisor or Officer rostered on standby shall be available for duty 24 hours per day to respond to incidents in support of the operational staff in their respective Sections and, where appropriate, across other Sections of Operations & Maintenance Branch, being civil/hydraulic, mechanical & electrical and treatment plant operations and maintenance services. This arrangement acknowledges the involvement and management of significant incidents by Supervisors, requiring attendance on site or at the Incident Management headquarters, and deems these instances as call-outs. Remote support via phone or computer for field staff attending minor after-hours asset failures is acknowledged through the on-call availability component.

When a Supervisor or Officer is required to respond to 1 or 2 phone calls in relation to any single after hours event this would not be deemed to be a call out. However in circumstances eg, such as Major Works to Failed Assets, Heavy Rainfall Events or Treatment Plant Process Failures where a supervisor is required to respond to numerous phone calls in a single event, such circumstances would be logged as call outs against that specific area's call out quota.

6. SERVICE WHILE NOT ON STANDBY

Supervisors and Officer will make themselves available where possible for telephone advice to other employees and to provide support when required from other Supervisors who are on rostered incident management duty.

7. CALL-OUT RECOGNITION

The recognised annual number of Supervisor and Officer call-outs for the respective Sections within Operations & Maintenance Branch, calculated from estimated annual averages plus 10%, is as follows:

Supervisors:

Civil Maintenance	286
Mechanical and Electrical Maintenance	201
Wastewater Treatment Plant Operations	105
Hydraulic Field Operations	105

Officers:

Network Operations Officers Wastewater	144
Network Operations Officers Water	144

A call-out, for the sake of this calculation and application of conditions, is deemed to be the equivalent to a three (3) hour call-out response period. Details of each call-out are to be recorded for subsequent correlation.

Within any financial year, any call-outs above the agreed Salary Package numbers detailed in the above table will be paid at relevant overtime rates, and the total sum for each Section will be paid in equal amounts to the Supervisors or Officers engaged in that Section's on-call roster as a lump sum at the end of each financial year.

Where any single call out event requires a Supervisor or Officer to be in attendance for more than six (6) consecutive hours it would be regarded as an extraordinary occurrence and as such those hours worked over and above the six hours would be paid at the relevant overtime rate to the Supervisor or Officer in question.

eg

"A call-out, in the case of a single 6 hour event, would be deemed to be the equivalent of 2 two (3) hour call-out response periods. Details of each call-out are to be recorded for subsequent correlation."

Supervisors supervising 38hour per week staff

Cells highlighted in **RED** are the only cells that need to be updated either for an EBA change or increment increase

Hours per week: 38													
Position	Payroll Code	Level	Base Salary pa	Base Rate per hour	On-Call Roster Fequency	No Call Outs	Fed On Call Allowance	Call Out \$	Allowance for AH Incident Mgmt / Bus continuity establishment	Total value On- Call + Call Outs	Annual Salary	Weekly Salary	
Pay Rates As At: 1 July 2009		Wastewater Treatment Plant Operations							Enter Call out No as per LAA	105	\$224.00	7%	
Supervisor/Officer	WWT635	SUP (Igo 6.3)	71596.65	36.23	1/5	21.00	2,329.60	4,565.37	5,011.77	11,906.74	83,503.39	\$ 1,605.83	
Supervisor/Officer	WWT625	SUP (Igo 6.2)	69435.96	35.14	1/5	21.00	2,329.60	4,427.60	4,860.52	11,617.71	81,053.68	\$ 1,558.72	
Supervisor/Officer	WWT615	SUP (Igo 6.1)	67276.85	34.05	1/5	21.00	2,329.60	4,289.92	4,709.38	11,328.90	78,605.75	\$ 1,511.65	
Supervisor/Officer	WWT634	SUP (Igo 6.3)	71596.65	36.23	1/4	26.25	2,912.00	5,706.72	5,011.77	13,630.48	85,227.13	\$ 1,638.98	
Supervisor/Officer	WWT624	SUP (Igo 6.2)	69435.96	35.14	1/4	26.25	2,912.00	5,534.50	4,860.52	13,307.01	82,742.98	\$ 1,591.21	
Supervisor/Officer	WWT614	SUP (Igo 6.1)	67276.85	34.05	1/4	26.25	2,912.00	5,362.40	4,709.38	12,983.78	80,260.63	\$ 1,543.47	
Supervisor/Officer	WWT633	SUP (Igo 6.3)	71596.65	36.23	1/3	34.65	3,843.84	7,532.87	5,011.77	16,388.47	87,985.12	\$ 1,692.02	
Supervisor/Officer	WWT623	SUP (Igo 6.2)	69435.96	35.14	1/3	34.65	3,843.84	7,305.53	4,860.52	16,009.89	85,445.85	\$ 1,643.19	
Supervisor/Officer	WWT613	SUP (Igo 6.1)	67276.85	34.05	1/3	34.65	3,843.84	7,078.37	4,709.38	15,631.59	82,908.44	\$ 1,594.39	
Supervisor/Officer	WWT632	SUP (Igo 6.3)	71596.65	36.23	1/2	52.50	5,824.00	11,413.43	5,011.77	22,249.20	93,845.85	\$ 1,804.73	
Supervisor/Officer	WWT622	SUP (Igo 6.2)	69435.96	35.14	1/2	52.50	5,824.00	11,068.99	4,860.52	21,753.51	91,189.47	\$ 1,753.64	
Supervisor/Officer	WWT612	SUP (Igo 6.1)	67276.85	34.05	1/2	52.50	5,824.00	10,724.80	4,709.38	21,258.18	88,535.03	\$ 1,702.60	
Pay Rates As At: 1 July 2009		Civil Maintenance							Enter Call out No as per LAA	286	\$224.00	7%	
Supervisor/Officer	SCM634	SUP (Igo 6.3)	71596.65	36.23	1/4	71.50	2,912.00	15,544.01	5,011.77	23,467.78	95,064.43	\$ 1,828.16	
Supervisor/Officer	SCM624	SUP (Igo 6.2)	69435.96	35.14	1/4	71.50	2,912.00	15,074.91	4,860.52	22,847.43	92,283.39	\$ 1,774.68	
Supervisor/Officer	SCM614	SUP (Igo 6.1)	67276.85	34.05	1/4	71.50	2,912.00	14,606.16	4,709.38	22,227.54	89,504.39	\$ 1,721.24	
Supervisor/Officer	SCM633	SUP (Igo 6.3)	71596.65	36.23	1/3	94.38	3,843.84	20,518.09	5,011.77	29,373.70	100,970.35	\$ 1,941.74	
Supervisor/Officer	SCM623	SUP (Igo 6.2)	69435.96	35.14	1/3	94.38	3,843.84	19,898.89	4,860.52	28,603.24	98,039.20	\$ 1,885.37	
Supervisor/Officer	SCM613	SUP (Igo 6.1)	67276.85	34.05	1/3	94.38	3,843.84	19,280.13	4,709.38	27,833.35	95,110.20	\$ 1,829.04	
Supervisor/Officer	SCM632	SUP (Igo 6.3)	71596.65	36.23	1/2	143.00	5,824.00	31,088.02	5,011.77	41,923.79	113,520.44	\$ 2,183.09	
Supervisor/Officer	SCM622	SUP (Igo 6.2)	69435.96	35.14	1/2	143.00	5,824.00	30,149.83	4,860.52	40,834.34	110,270.31	\$ 2,120.58	
Supervisor/Officer	SCM612	SUP (Igo 6.1)	67276.85	34.05	1/2	143.00	5,824.00	29,212.32	4,709.38	39,745.70	107,022.55	\$ 2,058.13	
Pay Rates As At: 1 July 2009		Mechanical and Electrical Maintenance							Enter Call out No as per LAA	201	\$224.00	7%	
Supervisor/Officer	SME634	SUP (Igo 6.3)	71596.65	36.23	1/4	50.25	2,912.00	10,924.29	5,011.77	18,848.05	90,444.70	\$ 1,739.32	
Supervisor/Officer	SME624	SUP (Igo 6.2)	69435.96	35.14	1/4	50.25	2,912.00	10,594.61	4,860.52	18,367.12	87,803.09	\$ 1,688.52	
Supervisor/Officer	SME614	SUP (Igo 6.1)	67276.85	34.05	1/4	50.25	2,912.00	10,265.17	4,709.38	17,886.55	85,163.40	\$ 1,637.76	
Supervisor/Officer	SME633	SUP (Igo 6.3)	71596.65	36.23	1/3	66.33	3,843.84	14,420.06	5,011.77	23,275.66	94,872.32	\$ 1,824.47	
Supervisor/Officer	SME623	SUP (Igo 6.2)	69435.96	35.14	1/3	66.33	3,843.84	13,984.88	4,860.52	22,689.24	92,125.20	\$ 1,771.64	
Supervisor/Officer	SME613	SUP (Igo 6.1)	67276.85	34.05	1/3	66.33	3,843.84	13,550.02	4,709.38	22,103.24	89,380.09	\$ 1,718.85	
Supervisor/Officer	SME632	SUP (Igo 6.3)	71596.65	36.23	1/2	100.50	5,824.00	21,848.57	5,011.77	32,684.34	104,280.99	\$ 2,005.40	
Supervisor/Officer	SME622	SUP (Igo 6.2)	69435.96	35.14	1/2	100.50	5,824.00	21,189.21	4,860.52	31,873.73	101,309.69	\$ 1,948.26	
Supervisor/Officer	SME612	SUP (Igo 6.1)	67276.85	34.05	1/2	100.50	5,824.00	20,530.33	4,709.38	31,063.71	98,340.56	\$ 1,891.16	

Supervisors on 36.25 hour week

Cells highlighted in **RED** are the only cells that need to be updated either for an EBA change or increment increase

Hours per week: 36.25												
Position	Payroll Code	Level	Base Salary \$ pa	Base Rate per hour	OT Roster Fequency	No Call Outs	Fed On Call Allowance	Call Out \$	Allowance for AH Incident Mgmt / Bus continuity establishment	Total value On- Call + Call Outs	Annual Salary	Base Sal \$ pw
Pay Rates As At: 1 July 2009									7%			
Hydraulic Field Operations		Enter Call out No as per LAA				105		\$224.00				
Supervisor/Officer	SHO635	SUP (lgo 6.3)	68299.44	36.23	1/5	21.00	2,329.60	4,565.37	4,780.96	11,675.93	79,975.37	\$ 1,537.99
Supervisor/Officer	SHO625	SUP (lgo 6.2)	66238.25	35.14	1/5	21.00	2,329.60	4,427.60	4,636.68	11,393.87	77,632.13	\$ 1,492.93
Supervisor/Officer	SHO615	SUP (lgo 6.1)	64178.57	34.05	1/5	21.00	2,329.60	4,289.92	4,492.50	11,112.02	75,290.59	\$ 1,447.90
Supervisor/Officer	SHO634	SUP (lgo 6.3)	68299.44	36.23	1/4	26.25	2,912.00	5,706.72	4,780.96	13,399.68	81,699.12	\$ 1,571.14
Supervisor/Officer	SHO624	SUP (lgo 6.2)	66238.25	35.14	1/4	26.25	2,912.00	5,534.50	4,636.68	13,083.17	79,321.43	\$ 1,525.41
Supervisor/Officer	SHO614	SUP (lgo 6.1)	64178.57	34.05	1/4	26.25	2,912.00	5,362.40	4,492.50	12,766.90	76,945.47	\$ 1,479.72
Supervisor/Officer	SHO633	SUP (lgo 6.3)	68299.44	36.23	1/3	34.65	3,843.84	7,532.87	4,780.96	16,157.67	84,457.10	\$ 1,624.18
Supervisor/Officer	SHO623	SUP (lgo 6.2)	66238.25	35.14	1/3	34.65	3,843.84	7,305.53	4,636.68	15,786.05	82,024.31	\$ 1,577.39
Supervisor/Officer	SHO613	SUP (lgo 6.1)	64178.57	34.05	1/3	34.65	3,843.84	7,078.37	4,492.50	15,414.71	79,593.28	\$ 1,530.64
Supervisor/Officer	SHO632	SUP (lgo 6.3)	68299.44	36.23	1/2	52.50	5,824.00	11,413.43	4,780.96	22,018.39	90,317.83	\$ 1,736.88
Supervisor/Officer	SHO622	SUP (lgo 6.2)	66238.25	35.14	1/2	52.50	5,824.00	11,068.99	4,636.68	21,529.67	87,767.92	\$ 1,687.84
Supervisor/Officer	SHO612	SUP (lgo 6.1)	64178.57	34.05	1/2	52.50	5,824.00	10,724.80	4,492.50	21,041.30	85,219.88	\$ 1,638.84
Pay Rates As At: 1 July 2009									7%			
Hydraulic Field Operations		Enter Call out No as per LAA				105		\$224.00				
Supervisor/Officer	SHO535	SUP (lgo 5.3)	62,118.95	32.95	1/5	21.00	2,329.60	4,152.25	4,348.33	10,830.17	72,949.12	\$ 1,402.87
Supervisor/Officer	SHO525	SUP (lgo 5.2)	60,882.51	32.30	1/5	21.00	2,329.60	4,069.60	4,261.78	10,660.98	71,543.49	\$ 1,375.84
Supervisor/Officer	SHO515	SUP (lgo 5.1)	59,646.05	31.64	1/5	21.00	2,329.60	3,986.95	4,175.22	10,491.77	70,137.83	\$ 1,348.80
Supervisor/Officer	SHO534	SUP (lgo 5.3)	62118.95	32.95	1/4	26.25	2,912.00	5,190.31	4,348.33	12,450.64	74,569.58	\$ 1,434.03
Supervisor/Officer	SHO524	SUP (lgo 5.2)	60882.51	32.30	1/4	26.25	2,912.00	5,087.00	4,261.78	12,260.78	73,143.29	\$ 1,406.60
Supervisor/Officer	SHO514	SUP (lgo 5.1)	59646.05	31.64	1/4	26.25	2,912.00	4,983.69	4,175.22	12,070.91	71,716.96	\$ 1,379.17
Supervisor/Officer	SHO533	SUP (lgo 5.3)	62118.95	32.95	1/3	34.65	3,843.84	6,851.21	4,348.33	15,043.38	77,162.32	\$ 1,483.89
Supervisor/Officer	SHO523	SUP (lgo 5.2)	60882.51	32.30	1/3	34.65	3,843.84	6,714.84	4,261.78	14,820.46	75,702.97	\$ 1,455.83
Supervisor/Officer	SHO513	SUP (lgo 5.1)	59646.05	31.64	1/3	34.65	3,843.84	6,578.47	4,175.22	14,597.53	74,243.58	\$ 1,427.76
Supervisor/Officer	SHO532	SUP (lgo 5.3)	62118.95	32.95	1/2	52.50	5,824.00	10,380.62	4,348.33	20,552.95	82,671.89	\$ 1,589.84
Supervisor/Officer	SHO522	SUP (lgo 5.2)	60882.51	32.30	1/2	52.50	5,824.00	10,174.00	4,261.78	20,259.78	81,142.29	\$ 1,560.43
Supervisor/Officer	SHO512	SUP (lgo 5.1)	59646.05	31.64	1/2	52.50	5,824.00	9,967.38	4,175.22	19,966.60	79,612.65	\$ 1,531.01

Officers on 36.25 hour week

Cells highlighted in RED are the only cells that need to be updated either for an EBA change or increment increase

Hours per week: 36.25													
Position	Payroll Code	Level	Base Salary \$ pa	Base Rate per hour	On-Call Roster Frequency	No Call Outs	Fed On Call Allowance	Call Out \$	Allowance for AH Incident Mgmt / Bus continuity establishment	Total value On- Call + Call Outs + Allowance	Annual Salary	Weekly Salary	
Pay Rates As At: 1 July 2009													
Network Operations Officers Wastewater			Enter Call out No as per LAA			144	\$224.00						4%
Supervisor/Officer 9day	OWW533	F53	62,118.95	32.95	1/3	48.00	3,882.67	9,490.85	2,484.76	15,858.28	77,977.23	\$ 1,499.56	
Supervisor/Officer 9day	OWW534	F53	62,118.95	32.95	1/4	36.00	2,912.00	7,118.14	2,484.76	12,514.90	74,633.85	\$ 1,435.27	
Supervisor/Officer 9day	OWW535	F53	62,118.95	32.95	1/5	28.80	2,329.60	5,694.51	2,484.76	10,508.87	72,627.82	\$ 1,396.69	
Supervisor/Officer 9day	OWW523	F52	60,882.51	32.30	1/3	48.00	3,882.67	9,301.94	2,435.30	15,619.91	76,502.42	\$ 1,471.20	
Supervisor/Officer 9day	OWW524	F52	60,882.51	32.30	1/4	36.00	2,912.00	6,976.46	2,435.30	12,323.76	73,206.27	\$ 1,407.81	
Supervisor/Officer 9day	OWW525	F52	60,882.51	32.30	1/5	28.80	2,329.60	5,581.17	2,435.30	10,346.07	71,228.58	\$ 1,369.78	
Supervisor/Officer 9day	OWW513	F51	59,646.05	31.64	1/3	48.00	3,882.67	9,113.03	2,385.84	15,381.54	75,027.59	\$ 1,442.84	
Supervisor/Officer 9day	OWW514	F51	59,646.05	31.64	1/4	36.00	2,912.00	6,834.77	2,385.84	12,132.61	71,778.67	\$ 1,380.36	
Supervisor/Officer 9day	OWW515	F51	59,646.05	31.64	1/5	28.80	2,329.60	5,467.82	2,385.84	10,183.26	69,829.31	\$ 1,342.87	
Supervisor/Officer 9day	OWW443	F44	58,411.24	30.99	1/3	48.00	3,882.67	8,924.37	2,336.45	15,143.49	73,554.72	\$ 1,414.51	
Supervisor/Officer 9day	OWW444	F44	58,411.24	30.99	1/4	36.00	2,912.00	6,693.28	2,336.45	11,941.73	70,352.96	\$ 1,352.94	
Supervisor/Officer 9day	OWW445	F44	58,411.24	30.99	1/5	28.80	2,329.60	5,354.62	2,336.45	10,020.67	68,431.91	\$ 1,316.00	
Supervisor/Officer 9day	OWW433	F43	57,174.81	30.33	1/3	48.00	3,882.67	8,735.46	2,286.99	14,905.12	72,079.93	\$ 1,386.15	
Supervisor/Officer 9day	OWW434	F43	57,174.81	30.33	1/4	36.00	2,912.00	6,551.60	2,286.99	11,750.59	68,925.40	\$ 1,325.49	
Supervisor/Officer 9day	OWW435	F43	57,174.81	30.33	1/5	28.80	2,329.60	5,241.28	2,286.99	9,857.87	67,032.68	\$ 1,289.09	
Supervisor/Officer 9day	OWW423	F42	55,938.39	29.68	1/3	48.00	3,882.67	8,546.56	2,237.54	14,666.76	70,605.15	\$ 1,357.79	
Supervisor/Officer 9day	OWW424	F42	55,938.39	29.68	1/4	36.00	2,912.00	6,409.92	2,237.54	11,559.45	67,497.85	\$ 1,298.04	
Supervisor/Officer 9day	OWW425	F42	55,938.39	29.68	1/5	28.80	2,329.60	5,127.93	2,237.54	9,695.07	65,633.46	\$ 1,262.18	
Supervisor/Officer 9day	OWW413	F41	54,701.99	29.02	1/3	48.00	3,882.67	8,357.65	2,188.08	14,428.40	69,130.39	\$ 1,329.43	
Supervisor/Officer 9day	OWW414	F41	54,701.99	29.02	1/4	36.00	2,912.00	6,268.24	2,188.08	11,368.32	66,070.31	\$ 1,270.58	
Supervisor/Officer 9day	OWW415	F41	54,701.99	29.02	1/5	28.80	2,329.60	5,014.59	2,188.08	9,532.27	64,234.26	\$ 1,235.27	
Pay Rates As At: 1 July 2009													
Network Operations Officers Water			Enter Call out No as per LAA			144	\$224.00						4%
Supervisor/Officer 9day	OW533	F53	62,118.95	32.95	1/3	48.00	3,882.67	9,490.85	2,484.76	15,858.28	77,977.23	\$ 1,499.56	
Supervisor/Officer 9day	OW534	F53	62,118.95	32.95	1/4	36.00	2,912.00	7,118.14	2,484.76	12,514.90	74,633.85	\$ 1,435.27	
Supervisor/Officer 9day	OW535	F53	62,118.95	32.95	1/5	28.80	2,329.60	5,694.51	2,484.76	10,508.87	72,627.82	\$ 1,396.69	
Supervisor/Officer 9day	OW523	F52	60,882.51	32.30	1/3	48.00	3,882.67	9,301.94	2,435.30	15,619.91	76,502.42	\$ 1,471.20	
Supervisor/Officer 9day	OW524	F52	60,882.51	32.30	1/4	36.00	2,912.00	6,976.46	2,435.30	12,323.76	73,206.27	\$ 1,407.81	
Supervisor/Officer 9day	OW525	F52	60,882.51	32.30	1/5	28.80	2,329.60	5,581.17	2,435.30	10,346.07	71,228.58	\$ 1,369.78	
Supervisor/Officer 9day	OW513	F51	59,646.05	31.64	1/3	48.00	3,882.67	9,113.03	2,385.84	15,381.54	75,027.59	\$ 1,442.84	
Supervisor/Officer 9day	OW514	F51	59,646.05	31.64	1/4	36.00	2,912.00	6,834.77	2,385.84	12,132.61	71,778.67	\$ 1,380.36	
Supervisor/Officer 9day	OW515	F51	59,646.05	31.64	1/5	28.80	2,329.60	5,467.82	2,385.84	10,183.26	69,829.31	\$ 1,342.87	
Supervisor/Officer 9day	OW443	F44	58,411.24	30.99	1/3	48.00	3,882.67	8,924.37	2,336.45	15,143.49	73,554.72	\$ 1,414.51	
Supervisor/Officer 9day	OW444	F44	58,411.24	30.99	1/4	36.00	2,912.00	6,693.28	2,336.45	11,941.73	70,352.96	\$ 1,352.94	
Supervisor/Officer 9day	OW445	F44	58,411.24	30.99	1/5	28.80	2,329.60	5,354.62	2,336.45	10,020.67	68,431.91	\$ 1,316.00	
Supervisor/Officer 9day	OW433	F43	57,174.81	30.33	1/3	48.00	3,882.67	8,735.46	2,286.99	14,905.12	72,079.93	\$ 1,386.15	
Supervisor/Officer 9day	OW434	F43	57,174.81	30.33	1/4	36.00	2,912.00	6,551.60	2,286.99	11,750.59	68,925.40	\$ 1,325.49	
Supervisor/Officer 9day	OW435	F43	57,174.81	30.33	1/5	28.80	2,329.60	5,241.28	2,286.99	9,857.87	67,032.68	\$ 1,289.09	
Supervisor/Officer 9day	OW423	F42	55,938.39	29.68	1/3	48.00	3,882.67	8,546.56	2,237.54	14,666.76	70,605.15	\$ 1,357.79	
Supervisor/Officer 9day	OW424	F42	55,938.39	29.68	1/4	36.00	2,912.00	6,409.92	2,237.54	11,559.45	67,497.85	\$ 1,298.04	
Supervisor/Officer 9day	OW425	F42	55,938.39	29.68	1/5	28.80	2,329.60	5,127.93	2,237.54	9,695.07	65,633.46	\$ 1,262.18	
Supervisor/Officer 9day	OW413	F41	54,701.99	29.02	1/3	48.00	3,882.67	8,357.65	2,188.08	14,428.40	69,130.39	\$ 1,329.43	
Supervisor/Officer 9day	OW414	F41	54,701.99	29.02	1/4	36.00	2,912.00	6,268.24	2,188.08	11,368.32	66,070.31	\$ 1,270.58	
Supervisor/Officer 9day	OW415	F41	54,701.99	29.02	1/5	28.80	2,329.60	5,014.59	2,188.08	9,532.27	64,234.26	\$ 1,235.27	

APPENDIX 2.20**SECURITY OFFICERS**

These conditions apply to staff working as Security Officers within the Property and Facilities Management Unit of the Organisational Services Directorate.

ROSTER SYSTEM

- (a) All Full Time and Part Time Security Officers shall be placed on a weekly rotating master roster system showing their ordinary hours of work.
- (b) Casual Security Officers will be utilised to fill vacant shifts not able to be filled by Full Time and Part Time Security Officers.
- (c) The rotating master roster system is to display a series of three (3) eight (8) hour shifts (Day Shift, Afternoon Shift and Night Shift) in a twenty-four (24) hour period over a seven (7) day week. This excludes the previous Sunday "D" Shift at Nerang which will not be staffed. The roster is also to display two (2) consecutive Rest Days per week, where possible. One (1) Rostered Day Off (RDO) is to be placed on every second line of the master roster.
- (d) The shifts on the master roster may be varied by the Employer to cover work requirements
- (e) The weekly roster showing the hours of duty must be displayed in a conspicuous place, easily accessible to all employees.
- (f) A mutual change of lines or shifts between employees is acceptable, with the Employer's approval, as long as there is no extra cost whatsoever (including overtime, penalty rates etc) to the Employer.

HOURS OF WORK**9 DAY FORTNIGHT**

All Full Time and Part Time Security Officers' hours of work, will be based on a 9 day, 72.5 hours/fortnight at ordinary rates of pay unless otherwise agreed to, on an individual basis. All worked hours, which are not rostered hours, will be utilised for training and/or other Security purposes at a mutually convenient time.

PART TIME HOURS

The normal hours for Part Time Security Officers may be extended up to the maximum hours allowable, at normal rates of pay. Any hours in excess of the maximum stated will be at overtime rates.

ANNUAL

All Full Time Security Officers shall be entitled to five (5) weeks Annual Leave per year including the appropriate leave loading. Part Time Officers will be entitled to the above conditions on a pro-rata basis.

SHIFT – WEEK DAYS

The following shift loadings shall apply to all Full Time and Part Time Security Officers on rostered shifts on weekdays, 0000hrs Monday to 2400hrs Friday, only:

Day Shift	Nil
Afternoon Shift	15%
Night Shift	25%

SHIFT – WEEKENDS

The following shift loadings shall apply to Full Time and Part Time Security Officers on rostered shifts on weekends, Saturday to Sunday:

Saturday 0000-2400hrs	50%
Sunday 0000-2400 hrs	100%

APPENDIX 2.21

GOLD COAST WATER 24 HOUR SERVICE CENTRE

The conditions under this Appendix apply to all employees of Gold Coast Water within the classifications described within the LGO Award, who work a 24 hour, 7 days a week roster in the Gold Coast Water 24 hour Service Centre.

1.3 PARTICIPATION

The Appendix is based on encouraging a team approach to effectively and efficiently providing a 24 Hour Service Centre to Gold Coast Water. Therefore staff are expected to participate fully with the aim of increasing the knowledge and skills of staff and of enhancing GCW's ability to provide excellent quality water services to the community.

1.5 DEFINITIONS

"24 hour service centre officer" means an employee who is required by Council to work in the Gold Coast Water 24 Hour Service Centre and subject to this Appendix.

"Planned Leave" means all leave that can be scheduled in advance. Which includes but is not limited to annual leave and long service leave.

2.2 SALARY PACKAGE

The salary package will be as per table 1, which will be averaged out weekly over the year. The salary package will be adjusted in line the pay rises indicated in Part 1 of this Agreement. This salary package will be recognised as the employee's salary for all purposes, including superannuation contributions.

All existing employees will move to the Annual Salary rate of Level 3 Step 4 with effect from 1 July 2009:

Table 1: Salary Package

Classification*	Annual Salary with effect from 1 July 2009
Level 3 Step 1	\$68,255.70
Level 3 Step 2	\$69,813.67
Level 3 Step 3	\$71,448.27
Level 3 Step 4	\$73,082.86

*depending on classification

2.3 SALARY PACKAGE COVERAGE

Employees covered by this Appendix are exempt from the following provisions contained in the LGO Award and Part 1 of this Agreement, and are compensated for within the agreed salary package:

- Clause 12.3 (Meal allowance);
- Clause 14.2 (Ordinary working hours);
- Clause 14.3 (Rosters);
- Clause 14.4 (Overtime);
- Clause 14.5 (Shift premiums);
- Clause 14.7 (Weekend and public holiday penalty rates);
- Clause 14.9 (Holiday falling on rostered day off); and
- Clause 14.10 (Travel arrangements).

All employees covered by this Appendix shall be deemed to be shift workers and not subject to 9 Day Fortnight provisions contained in Part 1 of this Agreement or LGEAS.

Public holidays are to be worked as a normal day with the understanding that over a period of time all employees will work an equitable share of public holidays. The agreed salary package also recognises flexibility of working arrangements and the taking of calls while not on duty. There will be no over lapping of Annual Leave by 24 Hour Service Centre Officers except where Long Service Leave in excess of four weeks has been approved or where emergency leave is approved.

2.4 LEAVE

All leave will be deducted according to the actual hours rostered on during the period of leave.

2.5 PLANNED LEAVE

Planned leave to be applied for one month in advance. Planned leave will be approved provided that:

- No other 24 hour service centre officer has already been granted planned leave for the same period
- The period of planned leave taken over the year reflects a reasonable spread of all shifts.

2.6 ROSTER

The roster is to be developed and managed by the employees on the roster to the satisfaction of the Operations Coordinator.

2.7 SICK LEAVE

All parties to this Appendix understand and accept that for this Appendix to be successful, staff must come to work as rostered.

Management encourages employees to address important social or personal issues by changing shifts with other employees rather than taking leave. In changing shifts with another employee attention must be paid to OH & S issues that may arise from the change of scheduled shift. Any employee initiated changes to the agreed shift roster are to be arranged in conjunction with the Operations Coordinator.

APPENDIX 2.22**GOLD COAST WATER WASTEWATER TREATMENT PLANTS**

The conditions under this Appendix shall apply to all Wastewater Treatment Plant staff employed at the Gold Coast Water Treatment Plants located at Coombabah, Elanora, Merrimac, Beenleigh and Pimpama. These Wastewater Treatment Plants are part of the Operations & Maintenance Branch, Gold Coast Water.

DEFINITIONS

Wastewater Treatment Plant (WWTP) rate = Agreed salary package rate which is made up of base rate plus allowances.

Spread of Ordinary Hours = 6.00 am to 6.00 PM

Planned Overtime = Any overtime where an employee makes prior arrangements with the Plant Supervisor to perform overtime or to work extended hours.

HACCP is an acronym for Hazard Analysis Critical Control Point and is a Quality Control System adopted by Gold Coast Water that identifies Critical Control Limits within a process that assist WWTP Operational staff to maintain a consistent High Quality Effluent.

QEMS is an acronym for Quality Environmental Management Systems these are the Operational Quality Control Procedures, Site Based Management Plans etc in place at all Treatment Plants.

CONTINUOUS IMPROVEMENT

All staff are committed to fostering a culture of continuous improvement within the Branch. The parties acknowledge that Operations & Maintenance Branch requires a high level of skill, adaptability and teamwork within the wastewater treatment plants to maintain and improve the ability to conduct effective and efficient operations.

It is acknowledged that there will be a commitment by all Wastewater Treatment Plant Staff to continuous improvement in the following:

- 1) Licence compliance (effluent quality).
- 2) Minimisation of Plant process odours.
- 3) Maintenance (plant & equipment).
- 4) Plant appearance.
- 5) Optimisation of biosolids management.
- 6) WWTP process optimisation.
- 7) Continuous operational improvement.
- 8) Compliance with HACCP procedures
- 9) Compliance with QEMS procedures

INTENT

To acknowledge the declaration by staff of their commitment to participate in the implementation of improvement initiatives.

CLASSIFICATION - CAREER PATH

The levels referred to below refer to the classification levels as described within the LGE Award.

[A] WWT Plant Operator's Assistant (New Starter)*	Level 6
[B] WWTP Operator's Assistant Grade 1 ⁺	Level 6 + LAA rate
[E] WWTP Asst Operator* [Cert II] **	Level 7
[F] WWTP Asst Operator [Cert II] **Grade1 ⁺	Level 7 + LAA rate
[G] WWTP Asst Operator [Cert II] **Grade2 ⁺	Level 7 + 3% + LAA rate
[H] WWTP Operator ⁺	Level 9

[I] WWT Plant Operator Grade 1 ⁺	Level 9 + LAA rate
[J] WWT Plant Operator Grade 2 ⁺	Level 9 + 3% + LAA rate
[I] WWT Plant Operator Grade 3 ⁺	Level 9 + 3% + 2% + LAA rate

* New starter shall not come under the appropriate WWTP rate until successful completion of training and testing of their Plant Operations competency. All new starters shall have successfully completed the appropriate Water Industry Operators course (wastewater treatment)(Certificate II) within 15 months of employment.

** Promotion (or appointment) to Level 7 WWT Plant Assistant Operator will occur on successful completion of the wastewater treatment plant operator's course appropriate [Cert II] and successful completion of their local plant competency to receive the WWTP rate. The level 7 Assistant Operator will be willing and available to backfill in the short term any Duty Operators Positions if and when required. If an employee on Level 7 is required to be on call, for the duration of the on call the employee will be eligible for Level 9.

+ Promotion between Grades will occur with the successful completion of training and testing of Plant operations competency, i.e. Grade 2 = competency with two Plants.

Upon completion of Cert III, operators shall receive an additional 2% of the EBA nominated rates. (An example of how this could be applied would be: Operator Level 9 who has dual plant competency and has achieved Cert III accreditation will receive EBA Level 9 + 3% for Dual Plant + 2% for Cert III accreditation) = WWTP rate

INTENT

To document the rewards aligned to the career path for Wastewater Treatment Plant staff. Competency recognition percentage figure calculation includes productivity allowance where applicable. There has been a change in the standard of training associated with the national accredited certificate level. Previously Cert II qualification equated to competent operator standard. Under revised water industry training standards, Cert III now aligns with competent unsupervised operator standard while Cert II is recognised as requiring supervision – a lesser standard than before. Operators having previously (before 2005) attained Cert II will be recognised as being at Operator Level 9 standard.

MULTI-PLANT COMPETENCY

MULTI-PLANT COMPETENCY TRAINING

To obtain the WWTP Rate, new employees at treatment plants shall undertake and complete training and successful testing to achieve the competency level required at their base Plant.

The opportunity is to be provided where practical for staff to obtain training to achieve operational competencies at more than one Plant. Multi-plant skill training will be coordinated by the Supervisor of the respective Plant.

Prior to the commencement of training at another Plant, the Plant Supervisor shall provide the trainee with a copy of that Plant's competency test requirements and a duty statement for that position.

The multi-plant competency examination will be carried out by the Plant Supervisor. If the trainee hasn't achieved the appropriate competencies within a reasonable time frame (i.e. 90 calendar days), progress of this training to be brought to the attention of the Coordinator by the Supervisor.

REFRESHER TRAINING

A refresher-training period of one (1) week shall be provided at intervals of not greater every three (3) months and a refresher competency test completed yearly, carried out by the Plant Supervisor. The continuance of multi-plant grading status is subject to the successful completion of the refresher competency test.

The period of multi-plant training and refresher training shall be determined in consultation between the Coordinator Water and Wastewater Treatment, Plant Supervisors and relevant operational staff.

Operational staff, having obtained the required level of competency at a Plant other than their base Plant and recognised by the appropriate Grading as detailed in Clause 3, following consultation may be called upon by Coordinator Water and Wastewater Treatment or Manager Operations and Maintenance to provide temporary relieving duties at that other Plant to meet the staffing needs at the time.

INTENT

To describe the circumstances in enabling staff to obtain training for accredited multi-plant competencies and sets out the requirement for regular refresher training and testing to ensure necessary skills are retained and applied.

HOURS OF WORK

REGULAR HOURS OF WORK

The regular hours of work for Operational Staff shall total on average 38 hours per week.

MAXIMUM HOURS

The maximum number of hours which are deemed to have been compensated for in the agreed salary package rate are the ordinary weekly hours (38) plus the additional hours defined in this Appendix. Those employees who are compensated for hours worked over and above the minimum hours in the agreed salary packages will be part of an “overtime and call out roster” at each plant.

HOURS OF ROSTERED OVERTIME

The overtime roster cycle at each Plant is to be as agreed by Plant operational staff and can be adjusted to meet the operational needs. The overtime allowance for roster cycles shall be as detailed in the Explanation of Calculations. The maximum number of rostered hours of overtime per plant that are compensated for in the agreed salary package are as follows:

Merrimac Wastewater Treatment Plant

Saturday, Sunday, Public Holiday	6 hours/day	1 Operators per day
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Beenleigh Wastewater Treatment Plant

Saturday, Sunday, Public Holiday	5 hours/day	1 Operator per day
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Coombabah Wastewater Treatment Plant

Saturday, Sunday, Public Holiday	6 hours/day	1 Operator per day
	5 hours/day	2 Assistants per day

Elanora Wastewater Treatment Plant

Saturday, Sunday, Public Holiday	6 hours/day	1 Operator and 1 Assistant per day
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Pimpama Recycled Water Plant

Saturday, Sunday, Public Holiday	6 hours/day	1 Operator
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CALL OUTS

The annual number of call-outs nominated, calculated from an agreed estimated annualised number + 10%, are as follows

Merrimac WWTP	106
Beenleigh WWTP	144
Coombabah WWTP	164
Elanora WWTP	128
Pimpama RWP	110

Any call-outs above the agreed Salary Package numbers above will be paid at the appropriate Overtime rates (as described in the LGE Award) and the total sum for each plant, excluding Supervisors, will be paid in equal amounts to the plant’s on call employees as a lump sum at the end of each financial year.

The provisions of this clause will not apply where a reduction in scheduled overtime manning hours by the staff produces an increase in the number of call outs.

Where any single call out event requires an employee to be in attendance for more than 4 consecutive hours it would be regarded as an extraordinary occurrence as defined by Clause 10 of this Appendix and as such those hours worked over and above the 4 hours would be paid at the appropriate overtime rate to the employee in question, as described in the LGE Award.

The parties acknowledge that where call out work can be completed from a remote location it will be treated as a call out for the purposes of this Appendix.

INTENT

To detail the number of call-outs that are included in the agreed salary package and to describe the compensation arrangement for call-out situations beyond the specified numbers and circumstances. The numbers of call-outs included in this agreed salary package were, as in previous "Agreements" calculated from the average number of call-outs per plant over the two financial years 2007 and 2009 and adding ten percent.

TEN-HOUR BREAK

Employees who work more than two consecutive hours on a call-out, and have not had at least 10 consecutive hours off duty prior to the call-out shall be entitled to 10 continuous hours break before resuming normal duties.

Employees who are recalled to work on one of their workdays between the hours of 0200 and 0500 will have their normal start time on that day delayed by the equivalent of the hours worked to a maximum of three hours. They will be entitled to ordinary time payment for the delayed hours.

UNPLANNED OVERTIME CONTINUOUS WITH ORDINARY HOURS

All unplanned overtime that is not deemed a call-out within this Appendix is to be paid at appropriate overtime rates as described in the LGE Award.

PLANT COVERAGE DURING SPREAD OF NORMAL HOURS

Work required to be performed within the spread of normal hours may be resourced by staggering the start and finish times of the employees. Supervisors shall give the employee adequate notice prior to implementing such an arrangement.

WORKING ROSTERS

Plant Operational Rosters are to be developed by the Plant Supervisors in consultation with operational staff. The rosters shall be designed to maximise the hours of plant staffing coverage to achieve all of the objectives and criteria set out in this appendix with particular regard to continuous improvement as referred to within this Appendix.

Current rosters provide a combination of eight and nine working day fortnight rosters. Alterations to any of the current Operational Rosters shall occur with the agreement of the majority of staff affected by the proposed changes and with Council approval prior to implementation.

INTENT

To offer flexibility by providing treatment plant operational teams the opportunity to develop working rosters that are most applicable to the situations that exist with their specific Plant(s)

LAPTOP USAGE

The On-Call Operator will be provided with the use of a Council laptop computer. The Operators now have another communication tool at their disposal that will allow them to monitor the plant and any related telemetry whilst on call if necessary.

When the on-call Operator is directed by either the plant Supervisor or Coordinator Water & Wastewater Treatment to monitor the process as a means to assist with any anticipated operational problems, each event will be credited at the equivalent of 2 hours pay and deemed to be half of one call out and therefore considered part of the call-out quota for that particular plant.

Like the other call outs associated with the operation of the plant, once this plant quota is exceeded every callout thereafter will be paid at the appropriate overtime rate.

LEAVE

Subject to the availability of leave entitlements, all leave that does not result in an extra-ordinary occurrence claim as defined within this Appendix will be paid at the agreed salary package rate. Leave that does result in an extraordinary occurrence claim will be paid at the Council EBA rate.

Leave loading and superannuation payments are made at the Council EBA rate.

TRAVELLING BETWEEN PLANTS

Employees, when required to commence work for temporary relieving duties or training at a treatment plant that is not their designated base plant, will be provided with a vehicle or alternative transport at Council's cost. In the case where such relieving duties or training is required for two or more consecutive days, the relieving/trainee officer will be permitted to use the vehicle to travel to and from work, provided that normal starting/finishing times at the Plant apply to the employee at such time. If a Council vehicle is unavailable and an operator has to provide their own transport to the plant at which they are undergoing training, the difference in travelling distance between their normal Base Plant and the plant to which they are travelling will be compensated at the appropriate rate.

INTENT

To ensure appropriate compensation is provided for employees travelling between plants other than their Base Plant as part of their commitment to the Multiplant Roster. Following is an example of how this clause would be applied:

When an Operator has to travel to another plant other than his Base Plant as part of this roster and the travelling time to this Plant is 15mins longer than he would normally travel to his Base Plant, he/she would be entitled to 30 mins travelling time for each day they had to travel to this Plant.

A Council vehicle would also be made available for an Operator training at other Plants other than their Base, if one was not available and he/she had to provide their own transport to travel to other plants other than their Base Plant he/she would also be eligible for the difference in mileage travelled from their Base Plant to the Plant at which they are undergoing training.

EXTRAORDINARY OCCURRENCES

Council undertakes to compensate employees, subject to operational needs, when an extraordinary occurrence leads to a significant increase in workload outside the Agreed Salary Package. An extraordinary occurrence shall not be applicable in the situation of the extended absence of a rostered overtime employee where the routine plant overtime coverage can be practically met by an adjustment to the overtime roster frequency or by swapping of rosters between staff.

Where a person cannot or does not desire to swap rosters that person shall not be paid the annualised allowance pay whilst on leave. This Allowance payment will instead be paid to those staff members or member that undertake the additional rostered overtime duties that would have been performed by the person on leave as mentioned above.

INTENT

To ensure that employees are adequately compensated for unplanned incidents. Some examples of an extraordinary occurrence would be the commissioning of new plant and equipment or the installation of a new computer system or planned overtime that extends beyond the spread of ordinary hours.

STAFFING LEVELS

A minimum pool of twenty-six (26) employees will be used to meet the operational requirements of the Wastewater Treatment Plants (Coombabah, Elanora, Beenleigh, Merrimac and Pimpama). The pool consists of wastewater treatment plant operational staff with base numbers assigned for each Treatment Plant currently being:

- Beenleigh 3
- Coombabah 9
- Merrimac 6
- Elanora 5
- Pimpama 3

Staffing levels may need to be adjusted to meet future operational requirements.

BASE PLANT

The wastewater treatment plant that is an employee's normal place of work is to be considered that employee's base. When an employee is required to work at another location to meet operational requirements, the "Travel Between Plants" clause of this Appendix will apply.

PAYMENT SCHEDULE

The salary packages for positions at the respective plants under this Appendix are outlined in the Wages Spreadsheet and Explanation of Calculations.

SALARY PACKAGE DETAILS

The following allowances and overtime payments as described in Part 1 of this Agreement and the LGE Award are compensated for within the agreed salary package:

- Wet Places
- Work in the Rain
- On Call Allowance
- Meal Allowance During Overtime
- Overtime as defined by Clause 5 of this Appendix.

The agreed salary package also recognises flexibility of working arrangements.

Wastewater Treatment Plant Local Area Agreement

Cells highlighted in **RED** are the only cells that need to be updated for an EBA change

Hours per week: 38																							
Position	Payroll Code AWD	Level	Base Salary \$ pa	Base Rate per hour	On-Call Roster Frequency	No Call Outs	On Call Allowance	Call Out	Total value On- Call + Call Outs	Overtime Hours (Sat & Sun) per day	Overtime Payment	Belt Press Overtime (3hrs)	Overtime Public Holiday	Total Value of Overtime + Public Hol. Payments	Allowances	Negotiation Payment	Payroll Code ALW	Total Allowances \$ pa	Total Annual Amount \$ pa	Total Weekly Amount \$ pa			
Pay Rates As At:			1 July 2009																				
Coombah Wastewater Treatment Plant			Enter Call out No as per LAA		164		\$224.00																
Operator 1 in 2	SW092	LGE 9	48225	24.41	1/2	82.00	5,824.00	12,007.44	17,831.44	6.00	14,277.14		1,830.40	16,107.54	759.69	1,750.00	WC92	36,448.67	84,673.67	\$ 1,628.34			
Operator+ 2% for Cert 3	SWC93	LGE 9	49190	24.89	1/2	82.00	5,824.00	12,247.59	18,071.59	6.00	14,562.68		1,867.01	16,429.69	759.69	1,750.00	C392	37,010.97	86,200.47	\$ 1,657.70			
Operator+ 3% for dual plant	SW093	LGE 9	49672	25.14	1/2	82.00	5,824.00	12,367.66	18,191.66	6.00	14,705.45		1,885.31	16,590.77	759.69	1,750.00	DC92	37,292.12	86,963.87	\$ 1,672.38			
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	50665	25.64	1/2	82.00	5,824.00	12,615.02	18,439.02	6.00	14,999.56		1,923.02	16,922.58	759.69	1,750.00	C9D2	37,871.29	88,536.48	\$ 1,702.62			
Operator 1 in 3	SW092	LGE 9	48225	24.41	1/3	54.67	3,882.67	8,004.96	11,887.63	6.00	9,518.09		1,220.27	10,738.36	759.69	1,750.00	WC93	25,135.68	73,360.68	\$ 1,410.78			
Operator+ 2% for Cert 3	SWC93	LGE 9	49190	24.89	1/3	54.67	3,882.67	8,165.06	12,047.73	6.00	9,708.45		1,244.67	10,953.13	759.69	1,750.00	C393	25,510.55	74,700.05	\$ 1,436.54			
Operator+ 3% for dual plant	SW093	LGE 9	49672	25.14	1/3	54.67	3,882.67	8,245.11	12,127.77	6.00	9,803.63		1,256.88	11,060.51	759.69	1,750.00	DC93	25,697.98	75,369.73	\$ 1,449.42			
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	50665	25.64	1/3	54.67	3,882.67	8,410.01	12,292.68	6.00	9,999.71		1,282.01	11,281.72	759.69	1,750.00	C9D3	26,084.09	76,749.28	\$ 1,475.95			
Operator 1 in 4	SW092	LGE 9	48225	24.41	1/4	41.00	2,912.00	6,003.72	8,915.72	6.00	7,138.57		915.20	8,053.77	759.69	1,750.00	WC94	19,479.18	67,704.18	\$ 1,302.00			
Operator+ 2% for Cert 3	SWC93	LGE 9	49190	24.89	1/4	41.00	2,912.00	6,123.79	9,035.79	6.00	7,281.34		933.51	8,214.85	759.69	1,750.00	C394	19,760.33	68,949.83	\$ 1,325.96			
Operator+ 3% for dual plant	SW093	LGE 9	49672	25.14	1/4	41.00	2,912.00	6,183.83	9,095.83	6.00	7,352.73		942.66	8,295.38	759.69	1,750.00	DC94	19,900.91	69,572.66	\$ 1,337.94			
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	50665	25.64	1/4	41.00	2,912.00	6,307.51	9,219.51	6.00	7,499.78		961.51	8,461.29	759.69	1,750.00	C9D4	20,190.49	70,855.68	\$ 1,362.61			
Operator 1 in 5	SW092	LGE 9	48225	24.41	1/5	32.80	2,329.60	4,802.98	7,132.58	6.00	5,710.86		732.16	6,443.02	759.69	1,750.00	WC95	16,085.29	64,310.29	\$ 1,236.74			
Operator+ 2% for Cert 3	SWC93	LGE 9	49190	24.89	1/5	32.80	2,329.60	4,899.04	7,228.64	6.00	5,825.07		746.80	6,571.88	759.69	1,750.00	C395	16,310.21	65,499.71	\$ 1,259.61			
Operator+ 3% for dual plant	SW093	LGE 9	49672	25.14	1/5	32.80	2,329.60	4,947.06	7,276.66	6.00	5,882.18		754.13	6,636.31	759.69	1,750.00	DC95	16,422.67	66,094.42	\$ 1,271.05			
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	50665	25.64	1/5	32.80	2,329.60	5,046.01	7,375.61	6.00	5,999.82		769.21	6,769.03	759.69	1,750.00	C9D5	16,654.33	67,319.52	\$ 1,294.61			
Operator Assist 1 in 2	SW072	LGE 7	45299	22.92	1/2					5.00	11,026.73		1,432.79	12,459.52	759.69	1,750.00	WC72	14,969.21	60,268.21	\$ 1,159.00			
Operator Assist + 3% for dual plant	SW073	LGE 7	46658	23.61	1/2					5.00	11,357.53		1,475.77	12,833.30	759.69	1,750.00	DC72	15,343.00	62,000.97	\$ 1,192.33			
Operator Assist 1 in 3	SW072	LGE 7	45299	22.92	1/3					5.00	7,351.15		955.19	8,306.34	759.69	1,750.00	WC73	10,816.04	56,115.04	\$ 1,079.14			
Operator Assist + 3% for dual plant	SW073	LGE 7	46658	23.61	1/3					5.00	7,571.69		983.85	8,555.54	759.69	1,750.00	DC73	11,065.23	57,723.20	\$ 1,110.06			
Operator Assist 1 in 4	SW072	LGE 7	45299	22.92	1/4					5.00	5,513.37		716.39	6,229.76	759.69	1,750.00	WC74	8,739.45	54,038.45	\$ 1,039.20			
Operator Assist + 3% for dual plant	SW073	LGE 7	46658	23.61	1/4					5.00	5,678.77		737.89	6,416.65	759.69	1,750.00	DC74	8,926.35	55,584.32	\$ 1,068.93			
Operator Assist 1 in 5	SW072	LGE 7	45299	22.92	1/5					5.00	4,410.69		573.11	4,983.81	759.69	1,750.00	WC75	7,493.50	52,792.50	\$ 1,015.24			
Operator Assist + 3% for dual plant	SW073	LGE 7	46658	23.61	1/5					5.00	4,543.01		590.31	5,133.32	759.69	1,750.00	DC75	7,643.02	54,300.99	\$ 1,044.25			
Operator Assistant 1 in 2	SW062	LGE 6	43855	22.19	1/2					5.00	10,675.23		1,387.11	12,062.34	759.69	1,750.00	WC62	14,572.04	58,427.04	\$ 1,123.60			
Operator Assistant 1 in 3	SW062	LGE 6	43855	22.19	1/3					5.00	7,116.82		924.74	8,041.56	759.69	1,750.00	WC63	10,551.26	54,406.26	\$ 1,046.27			
Operator Assistant 1 in 4	SW062	LGE 6	43855	22.19	1/4					5.00	5,337.62		693.56	6,031.17	759.69	1,750.00	WC64	8,540.87	52,395.87	\$ 1,007.61			
Operator Assistant 1 in 5	SW062	LGE 6	43855	22.19	1/5					5.00	4,270.09		554.85	4,824.94	759.69	1,750.00	WC65	7,334.63	51,189.63	\$ 984.42			

Pay Rates As At:		1 July 2009																			
Elanora Wastewater Treatment Plant				Enter Call out No as per LAA				128		\$224.00											
Operator 1 in 2	SW092	LGE 9	48225	24.41	1/2	64.00	5,824.00	9,371.66	15,195.66	6.00	14,277.14		1,830.40	16,107.54	759.69	1,750.00	WE92	33,812.89	82,037.89	\$ 1,577.65	
Operator+ 2% for Cert 3	SWC93	LGE 9	49190	24.89	1/2	64.00	5,824.00	9,559.09	15,383.09	6.00	14,562.68		1,867.01	16,429.69	759.69	1,750.00	E392	34,322.48	83,511.98	\$ 1,606.00	
Operator+ 3% for dual plant	SW093	LGE 9	49672	25.14	1/2	64.00	5,824.00	9,652.81	15,476.81	6.00	14,705.45		1,885.31	16,590.77	759.69	1,750.00	DE92	34,577.27	84,249.02	\$ 1,620.17	
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	50665	25.64	1/2	64.00	5,824.00	9,845.87	15,669.87	6.00	14,999.56		1,923.02	16,922.58	759.69	1,750.00	E9D2	35,102.14	85,767.33	\$ 1,649.37	
Operator 1 in 3	SW092	LGE 9	48225	24.41	1/3	42.67	3,882.67	6,247.77	10,130.44	6.00	9,518.09		1,220.27	10,738.36	759.69	1,750.00	WE93	23,378.49	71,603.49	\$ 1,376.99	
Operator+ 2% for Cert 3	SWC93	LGE 9	49190	24.89	1/3	42.67	3,882.67	6,372.73	10,255.40	6.00	9,708.45		1,244.67	10,953.13	759.69	1,750.00	E393	23,718.22	72,907.72	\$ 1,402.07	
Operator+ 3% for dual plant	SW093	LGE 9	49672	25.14	1/3	42.67	3,882.67	6,435.21	10,317.87	6.00	9,803.63		1,256.88	11,060.51	759.69	1,750.00	DE93	23,888.08	73,559.83	\$ 1,414.61	
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	50665	25.64	1/3	42.67	3,882.67	6,563.91	10,446.58	6.00	9,999.71		1,282.01	11,281.72	759.69	1,750.00	E9D3	24,237.99	74,903.18	\$ 1,440.45	
Operator 1 in 4	SW092	LGE 9	48225	24.41	1/4	32.00	2,912.00	4,685.83	7,597.83	6.00	7,138.57		915.20	8,053.77	759.69	1,750.00	WE94	18,161.29	66,386.29	\$ 1,276.66	
Operator+ 2% for Cert 3	SWC93	LGE 9	49190	24.89	1/4	32.00	2,912.00	4,779.55	7,691.55	6.00	7,281.34		933.51	8,214.85	759.69	1,750.00	E394	18,416.09	67,605.59	\$ 1,300.11	
Operator+ 3% for dual plant	SW093	LGE 9	49672	25.14	1/4	32.00	2,912.00	4,826.40	7,738.40	6.00	7,352.73		942.66	8,295.38	759.69	1,750.00	DE94	18,543.48	68,215.23	\$ 1,311.83	
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	50665	25.64	1/4	32.00	2,912.00	4,922.93	7,834.93	6.00	7,499.78		961.51	8,461.29	759.69	1,750.00	E9D4	18,805.92	69,471.10	\$ 1,335.98	
Operator 1 in 5	SW092	LGE 9	48225	24.41	1/5	25.60	2,329.60	3,748.66	6,078.26	6.00	5,710.86		732.16	6,443.02	759.69	1,750.00	WE95	15,030.97	63,255.97	\$ 1,216.46	
Operator+ 2% for Cert 3	SWC93	LGE 9	49190	24.89	1/5	25.60	2,329.60	3,823.64	6,153.24	6.00	5,825.07		746.80	6,571.88	759.69	1,750.00	E395	15,234.81	64,424.31	\$ 1,238.93	
Operator+ 3% for dual plant	SW093	LGE 9	49672	25.14	1/5	25.60	2,329.60	3,861.12	6,190.72	6.00	5,882.18		754.13	6,636.31	759.69	1,750.00	DE95	15,336.72	65,008.47	\$ 1,250.16	
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	50665	25.64	1/5	25.60	2,329.60	3,938.35	6,267.95	6.00	5,999.82		769.21	6,769.03	759.69	1,750.00	E9D5	15,546.67	66,211.86	\$ 1,273.30	
Operator Assist 1 in 2	SW072	LGE 7	45299	22.92	1/2					6.00	13,410.89	5,364.36	1,719.34	20,494.59	759.69	1,750.00	WE72	23,004.28	68,303.28	\$ 1,313.52	
Operator Assist 1 in 3	SW072	LGE 7	45299	22.92	1/3					6.00	8,940.59	5,364.36	1,146.23	15,451.18	759.69	1,750.00	WE73	17,960.87	63,259.87	\$ 1,216.54	
Operator Assist 1 in 4	SW072	LGE 7	45299	22.92	1/4					6.00	6,705.44	5,364.36	859.67	12,929.47	759.69	1,750.00	WE74	15,439.17	60,738.17	\$ 1,168.04	
Operator Assistant 1 in 2	SW062	LGE 6	43855	22.19	1/2					6.00	12,983.39	5,193.36	1,664.54	19,841.28	759.69	1,750.00	WE62	22,350.97	66,205.97	\$ 1,273.19	
Operator Assistant 1 in 3	SW062	LGE 6	43855	22.19	1/3					6.00	8,655.59	5,193.36	1,109.69	14,958.64	759.69	1,750.00	WE63	17,468.33	61,323.33	\$ 1,179.29	
Operator Assistant 1 in 4	SW062	LGE 6	43855	22.19	1/4					6.00	6,491.69	5,193.36	832.27	12,517.32	759.69	1,750.00	WE64	15,027.01	58,882.01	\$ 1,132.35	
Pay Rates As At: 1 July 2009																					
Merrimac Wastewater Treatment Plant				Enter Call out No as per LAA				106		\$224.00											
Operator 1 in 2	SW092	LGE 9	48225	24.41	1/2	53.00	5,824.00	7,760.91	13,584.91	6.00	14,277.14		1,830.40	16,107.54	759.69	1,750.00	WM92	32,202.14	80,427.14	\$ 1,546.68	
Operator+ 2% for Cert 3	SWC93	LGE 9	49190	24.89	1/2	53.00	5,824.00	7,916.12	13,740.12	6.00	14,562.68		1,867.01	16,429.69	759.69	1,750.00	M392	32,679.51	81,869.01	\$ 1,574.40	
Operator+ 3% for dual plant	SW093	LGE 9	49672	25.14	1/2	53.00	5,824.00	7,993.73	13,817.73	6.00	14,705.45		1,885.31	16,590.77	759.69	1,750.00	DM92	32,918.19	82,589.94	\$ 1,588.27	
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	50665	25.64	1/2	53.00	5,824.00	8,153.61	13,977.61	6.00	14,999.56		1,923.02	16,922.58	759.69	1,750.00	M9D2	33,409.88	84,075.07	\$ 1,616.83	
Operator 1 in 3	SW092	LGE 9	48225	24.41	1/3	35.33	3,882.67	5,173.94	9,056.60	6.00	9,518.09		1,220.27	10,738.36	759.69	1,750.00	WM93	22,304.66	70,529.66	\$ 1,356.34	
Operator+ 2% for Cert 3	SWC93	LGE 9	49190	24.89	1/3	35.33	3,882.67	5,277.42	9,160.08	6.00	9,708.45		1,244.67	10,953.13	759.69	1,750.00	M393	22,622.90	71,812.40	\$ 1,381.01	
Operator+ 3% for dual plant	SW093	LGE 9	49672	25.14	1/3	35.33	3,882.67	5,329.16	9,211.82	6.00	9,803.63		1,256.88	11,060.51	759.69	1,750.00	DM93	22,782.03	72,453.78	\$ 1,393.34	
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	50665	25.64	1/3	35.33	3,882.67	5,435.74	9,318.41	6.00	9,999.71		1,282.01	11,281.72	759.69	1,750.00	M9D3	23,109.82	73,775.01	\$ 1,418.75	
Operator 1 in 4	SW092	LGE 9	48225	24.41	1/4	26.50	2,912.00	3,880.45	6,792.45	6.00	7,138.57		915.20	8,053.77	759.69	1,750.00	WM94	17,355.92	65,580.92	\$ 1,261.17	
Operator+ 2% for Cert 3	SWC93	LGE 9	49190	24.89	1/4	26.50	2,912.00	3,958.06	6,870.06	6.00	7,281.34		933.51	8,214.85	759.69	1,750.00	M394	17,594.60	66,784.10	\$ 1,284.31	
Operator+ 3% for dual plant	SW093	LGE 9	49672	25.14	1/4	26.50	2,912.00	3,996.87	6,908.87	6.00	7,352.73		942.66	8,295.38	759.69	1,750.00	DM94	17,713.94	67,385.69	\$ 1,295.88	
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	50665	25.64	1/4	26.50	2,912.00	4,076.80	6,988.80	6.00	7,499.78		961.51	8,461.29	759.69	1,750.00	W9M4	17,959.79	68,624.97	\$ 1,319.71	
Operator 1 in 5	SW092	LGE 9	48225	24.41	1/5	21.20	2,329.60	3,104.36	5,433.96	6.00	5,710.86		732.16	6,443.02	759.69	1,750.00	WM95	14,386.67	62,611.67	\$ 1,204.07	
Operator+ 2% for Cert 3	SWC93	LGE 9	49190	24.89	1/5	21.20	2,329.60	3,166.45	5,496.05	6.00	5,825.07		746.80	6,571.88	759.69	1,750.00	M395	14,577.62	63,767.12	\$ 1,226.29	
Operator+ 3% for dual plant	SW093	LGE 9	49672	25.14	1/5	21.20	2,329.60	3,197.49	5,527.09	6.00	5,882.18		754.13	6,636.31	759.69	1,750.00	DM95	14,673.09	64,344.84	\$ 1,237.40	
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	50665	25.64	1/5	21.20	2,329.60	3,261.44	5,591.04	6.00	5,999.82		769.21	6,769.03	759.69	1,750.00	W9M5	14,869.77	65,534.95	\$ 1,260.29	
Operator Assist 1 in 3	SW072	LGE 7	45299	22.92	1/3					5.00	7,351.15		955.19	8,306.34	759.69	1,750.00	WM73	10,816.04	56,115.04	\$ 1,079.14	
Operator Assistant 1 in 2	SW062	LGE 6	43855	22.19	1/2					5.00	10,675.23		1,387.11	12,062.34	759.69	1,750.00	WM62	14,572.04	58,427.04	\$ 1,123.60	
Operator Assistant 1 in 3	SW062	LGE 6	43855	22.19	1/3					5.00	7,116.82		924.74	8,041.56	759.69	1,750.00	WM63	10,551.26	54,406.26	\$ 1,046.27	
Operator Assistant 1 in 4	SW062	LGE 6	43855	22.19	1/4					5.00	5,337.62		693.56	6,031.17	759.69	1,750.00	WM64	8,540.87	52,395.87	\$ 1,007.61	

APPENDIX 2.23

10 DAY FORTNIGHT ARRANGEMENTS

The conditions applicable in this Appendix apply to employees within the classifications contained in the LGO Award, and whose position is assessed in accordance with Attachment 1 of this Appendix, as requiring them to be present each working day.

Employees in the classifications described in the LGO Award have a standard working fortnight totalling 72.5 hours, with those electing to work the 9-day fortnight arrangement (see Schedule D of the LGO Award), working 8.06 hours per day.

However certain positions within the classifications described in the LGO Award, may be required to be present over 10 days per fortnight (and therefore not able to enjoy an RDO arrangement) and are employed on a 10-day fortnight basis, with an additional loading paid. This arrangement is set out below.

DEFINITIONS

“**Council**” means the Council of the City of Gold Coast.

“**Employee**” means those employees who are working under the ten day fortnight conditions as set out in this Appendix.

“**ASU**” means the Australian Municipal, Administrative, Clerical and Services Union

“**APESMA**” means the Association of Professional Engineers, Scientists and Managers Australia.

“**Relevant Parties**” means the ASU and APESMA

1. TEN DAY FORTNIGHT (14% loading)

1.1 Hours of Duty

The standard hours of work for employees working under this arrangement shall be 8.06 hours per day, 40.3 hours per week, worked over a ten-day fortnight. Employees working under this arrangement are not entitled to a RDO as per the nine-day fortnight arrangements.

The spread of hours are 6.00am to 6.00pm. To ensure the operational requirements of each Branch/Work Unit are met, start and finish times within the spread of hours can be negotiated at the workplace level by mutual agreement. Provided that the continuous hours worked before overtime is paid shall remain at 8.06 hours per day.

All other terms and conditions for employees under this arrangement, in relation to Hours of Duty, will remain as per the LGO Award.

1.2 Remuneration

It is recognised by the parties that the standard hours of work under the 10 day fortnight arrangement are in excess of the provisions as contained within the LGO Award. Therefore, a premium payment of 14% of the employee's base annual salary shall be paid to employees working under this Arrangement. This additional, all purpose payment will form part of the employees base salary and is paid to compensate employees for working a ten day fortnight without a Rostered Day Off.

1.3 Overtime

Hours worked in excess of those specified above in 1.1 Hours of Duty will be subject to the overtime provisions as contained within the LGO Award.

Any additional time worked must be approved by the Branch Manager prior to being worked.

1.4 Number of 10 Day Positions

Agreement has been reached that a maximum of 500 positions shall be in place at any time. If the cap is reached during the life of the Agreement, additional positions may be established by agreement in writing between Council and the Branch Secretaries of the relevant parties in writing, on a case-by-case basis. Electronic communication via email will be deemed to be written communication for this purpose.

1.5 Removal from 10 Day Fortnight positions

Where a position is classified as a 10 day fortnight position in accordance with these arrangements, and subsequently it is determined by management that the position must revert to a nine day fortnight, due to

operational or structural requirements, the incumbent employee will be given six (6) months notice before the change is effected.

2. STAFF AT LEVELS 1 TO 5

It would be unusual for Council to require staff classified at levels 1 to 5 (of the LGO Award) to work a 10-day fortnight arrangement as detailed above. Where Council believes it is necessary for a position within these classification levels to work a 10-day fortnight (with the 14% loading provisions as above), the 10 day fortnight criteria (as set in Attachment 2 to this Appendix) must be met, and approval by the relevant parties will be required before any such arrangement is offered or entered into.

Existing 10-day fortnight positions at levels 1-5 that do not meet the criteria for the 10-day fortnight (as set in Attachment 2 to this Appendix), and which become vacant for any reason, the position will revert back to a 9-day fortnight working arrangement.

3. STAFF AT LEVELS 6 TO 8

Positions at classified at levels 6,7 and 8 (of the LGO Award) may be required to work a 10-day fortnight in accordance with the conditions applicable under the 10-day fortnight (14% loading) provisions (above); approval by the relevant parties will not be required in respect of positions at these levels. However, employees at those levels currently working a 9-day fortnight will not have their existing positions converted to the 10-day fortnight (14% loading) arrangement, unless it is by agreement with the employee.

If a converted 10 day fortnight position classified at level 6, 7 and 8 becomes vacant for any reason, the position will revert back to a 9 day fortnight working arrangement subject to Councils right to review and determine whether the position should be again converted to a 10 day fortnight position.

4. NINETEEN DAY MONTH

It is recognised by the parties that due to operational commitments, some positions within Council are required to work extended hours each day. The 19 day month provisions only apply in these cases.

The standard hours for a nineteen-day month is 8.4 hours per day or 42 hours per week. For working these extended hours the employee is entitled to both one day off per month and the 14% loading of the ten day fortnight.

This daily hours worked under the 19 day month will generally be worked from 8 am to 5.03 pm daily; this arrangement of 19 days at 23 minutes (ordinary time) extra per day, amounts to an accrual of 7 hours 28 minutes per month. Therefore enabling enough time to be accumulated for the one day off a month. The employee must work 19 full days (excluding sick leave, annual leave, etc) before they are entitled to take a day off. The day off is to be taken at a time mutually agreed between the Supervisor and the employee.

No new 19 day month arrangements will be entered into from the date of signing of this Agreement. If the position becomes vacant for any reason it will revert to a nine day fortnight working arrangement or except where the position meets the requirements to be classified as a 10 day fortnight position in accordance with these arrangements.

All other conditions of employment, such as leave accruals, remain unchanged under this arrangement.

5. PAY-OUT OF EXISTING BANKED ROSTERED DAYS OFF

It is recognised that employees who move to a 10 day fortnight arrangement may do so with a number of Banked Rostered Days Off.

These employees will have the option to have their Banked Rostered Days Off paid out at single time rates subject to mutual agreement between the employee and the Council.

6. PROJECT WORK

Staff performing project work for periods of up to six (6) months may work the ten-day fortnight under the terms of this Appendix.

ATTACHMENT 1

PRINCIPLES FOR IMPLEMENTING TEN DAY FORTNIGHT

As a limit of 500 positions have been agreed to under the terms of this Appendix, it is mandatory that positions meet following procedure and criteria to be considered as a designated 10-day fortnight position:

Procedure

1. Only a Manager can make application to have a position considered for ten day fortnight (14% loading) arrangement. An employee wishing to move to a ten day fortnight cannot submit an application.
2. The Manager must prepare a written business case as to why the position should be converted to a ten day fortnight (14% loading) arrangement. This business case must address all the criteria as listed in the section dealing with criteria and procedures as attached. Applications that do not address the criteria will not be considered for review.
3. The Manager submits the written application to their Director.
4. The Director will review the application and make recommendation and be accountable for all information contained in the application.
5. If the Director supports the application, it is forwarded to the Human Resources Manager. If the Director rejects the application, it is returned to the relevant Manager.
6. Human Resources will review the application. Where the position is at levels 1 to 5, consultation will occur with the relevant Union/s; for these positions, the application must be approved by the Union to progress past this step (note that the consultation with the Union will only relate to the position, and not to any person who may occupy the position). If agreement is unable to be reached at this step the Grievance/Dispute Avoidance and Settlement Procedures may be utilised (as contained in Part 1 of this Agreement). Positions at levels 6, 7 and 8 will not require approval from the relevant parties. However, employees at those levels currently working a 9-day fortnight will not have their existing positions converted to the 10-day fortnight (14% loading) arrangement, unless it is by agreement with the employee.
7. The file is returned to the Human Resources Branch who are responsible for advising the Manager of the outcome. Human Resources prepare the appropriate letters and forward to the Director for signing. All successful applications must be approved by the Chief Executive Officer
8. The signed letter is forwarded to the Manager to hand to the employee.

ATTACHMENT 2

Ten Day Fortnight Criteria

To make application for a position to be reviewed as a ten day fortnight (14% loading) arrangement, the following criteria must be addressed in the written business case. The Manager is welcome to submit any other relevant information that would support the application. Applications that do not address the criteria will not be considered for review.

Criteria:

1. Outline why the position is required ten days per fortnight, clarifying the essential work the position is responsible for. Points to consider include:
 - Quantifiable impact if the position is not available ten days
 - Critical response
 - Sole/single operator position
 - Support staff available
 - Responsiveness to Councillors/council meetings
 - Cross Directorate/Branch/Section requirements
 - Ramifications and impact on other Council officers.
2. Define the impact the position has on critical customer service, standards for quality and on-time delivery. What would be the impact to Council and/or the community if the position remained on the nine day fortnight conditions?
3. Outline what other options have been considered before making this application. For example:
 - changing the days of RDO's
 - looking at rostering options
 - job share

- staggered lunch breaks
- 36.25 hrs/wk spread over ten days
- reorganising existing staff to support the role

4. What are the additional costs if made a ten day fortnight position and how will it be funded?