

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Cairns Regional Council Certified Agreement 2009

Matter No. CA/2009/52

Commissioner Thompson

12 June 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 12 June 2009 the Commission certifies the following written agreement:

Cairns Regional Council Certified Agreement 2009 – CA/2009/52

Made between:

Cairns Regional Council

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;
Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees;
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;
Queensland Services, Industrial Union of Employees;
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
The Australian Workers' Union of Employees, Queensland;
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; and
The Electrical Trades Union of Employees Queensland.

The agreement was certified by the Commission on 12 June 2009 and shall operate from 12 June 2009 until its nominal expiry on 12 June 2012.

This agreement replaces the following:

Cairns City Council State Award Employees Certified Agreement 5 (CA/2006/189)
Cairns City Council Federal Award Employees Enterprise Bargaining Agreement 4 (AG841477)
Douglas Shire Council Union Collective Agreement 2006 (0665091)

By the Commission.

Commissioner Thompson

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 156 – certifying an agreement***CAIRNS REGIONAL COUNCIL**

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees; Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees; Plumbers & Gasfitters Employees' Union Queensland, Union of Employees; Queensland Services, Industrial Union of Employees; The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees; The Australian Workers' Union of Employees, Queensland; The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; and The Electrical Trades Union of Employees Queensland.

CAIRNS REGIONAL COUNCIL CERTIFIED AGREEMENT 2009

APPLICATION FOR CERTIFICATION OF AGREEMENT

PART 1 - PRELIMINARY**1.1 TITLE**

(a) This Agreement shall be known as the Cairns Regional Council Certified Agreement 2009.

1.2 ARRANGEMENT

Clause No.	Subject Matter
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PART 1 - PRELIMINARY

1.1 TITLE

1.2 ARRANGEMENT

1.3 PARTIES BOUND AND COVERAGE

1.4 OPERATIVE DATE AND DURATION

1.5 DEFINITIONS

1.6 AWARD RELATIONSHIP

1.7 PURPOSE OF AGREEMENT

1.8 NO EXTRA CLAIMS

1.9 POSTING OF AGREEMENT

PART 2 – CONSULTATION AND COMMUNICATION

2.1 CONSULTATION

2.2 PLANT PROCUREMENT / REPLACEMENT

2.3 LOCAL GOVERNMENT EMPLOYMENT GROUP – LGEG

2.4 COMBINED UNION CONSULTATIVE COMMITTEE (CUCC)

2.5 UNION REPRESENTATION AND ACCESS

2.6 UNION RIGHT OF ENTRY

PART 3 – WAGES, SALARIES AND ALLOWANCES

3.1 PAYMENT OF SALARIES / WAGES

3.2 WAGE RATES

3.3 EQUALISATION OF WAGES – STATE AWARD EMPLOYEES

3.4 EQUALISATION OF WAGES – FEDERAL AWARD EMPLOYEES

3.5 ONE-OFF PAYMENT

3.6 WAGE INCREASES - GENERAL

3.7 WAGE INCREASE - TRADESPERSONS

- 3.8 CLASSIFICATIONS
- 3.9 WORKPLACE SPECIFIC AGREEMENTS (WSA)
- 3.10 SALARY SACRIFICE
- 3.11 ALLOWANCE – ELECTRICAL LICENCE
- 3.12 LEADING HAND ALLOWANCE
- 3.13 TRAVEL ALLOWANCE FOR TRANSFERRED EMPLOYEES
- 3.14 ON-CALL ARRANGEMENTS
- 3.15 UNPLEASANT WORKING CONDITIONS
- 3.16 SUPERVISORS OF STATE AWARD EMPLOYEES
- PART 4 – HOURS OF WORK & FLEXIBLE WORK ARRANGEMENTS
- 4.1 BALANCING FAMILY AND WORK
- 4.2 ROSTERED DAY OFF
- 4.3 TIME OFF IN LIEU OF APPROVED OVERTIME
- PART 5 – SECURITY OF EMPLOYMENT
- 5.1 EMPLOYMENT SECURITY
- 5.2 REDUNDANCY – RETRENCHMENT
- PART 6 – LEAVE ENTITLEMENTS
- 6.1 CARER’S LEAVE / FAMILY LEAVE
- 6.2 PARENTAL LEAVE
- 6.3 BEREAVEMENT LEAVE
- 6.4 CYCLONE/FLOOD SPECIAL LEAVE
- 6.5 TRADE UNION TRAINING LEAVE
- 6.6 ANNUAL LEAVE
- 6.7 CHRISTMAS CLOSE DOWN
- 6.8 LONG SERVICE LEAVE
- 6.9 LONG SERVICE LEAVE FLEXIBILITY
- 6.10 THE EFFECT OF ILLNESS WHILST ON ANNUAL LEAVE OR LONG SERVICE LEAVE
- 6.11 SICK LEAVE / PERSONAL LEAVE
- 6.12 UNCAPPING OF SICK / PERSONAL LEAVE
- 6.13 EVIDENCE SUPPORTING A CLAIM FOR SICK / PERSONAL LEAVE
- 6.14 PAYMENT OF UNUSED SICK / PERSONAL LEAVE ON CESSATION OF EMPLOYMENT
- 6.15 LEAVE WITHOUT PAY
- PART 7 - CORPORATE UNIFORM / PERSONAL PROTECTIVE EQUIPMENT
- 7.1 CLOTHING – OUTDOOR Employees
- 7.2 CLOTHING – INDOOR Employees
- 7.3 SAFETY FOOTWEAR
- PART 8 – TRAINING AND DEVELOPMENT
- 8.1 COMMITMENT TO TRAINING
- 8.2 TRAINING OUT OF HOURS
- PART 9 –DISPUTE RESOLUTION
- 9.1 GRIEVANCE / DISPUTE RESOLUTION PROCEDURE
- PART 10 – MISCELLANEOUS
- 10.1 EXTERNAL OPPORTUNITIES
- 10.2 EXTERNAL BENCHMARKING
- 10.3 TEMPORARY EMPLOYMENT
- 10.4 USE OF LABOUR PROVIDERS

- 10.5 CONTRACTORS
- 10.6 EQUALISATION OF OVERTIME
- 10.7 OUTSIDE DEPOTS / FACILITIES
- 10.8 SIGNATORIES

1.3 PARTIES BOUND AND COVERAGE

- (a) This Agreement shall be binding on the “Parties” being the Cairns Regional Council, (hereinafter referred to as the “*Council*”), the current and future Employees of the Council who are employed at any site owned, managed or controlled by the Council and to each of the unions set out in the list below who make this Agreement by signing it, after approval of the Agreement by a valid majority of the Employees and prior to the Agreement being lodged for certification with the Queensland Industrial Relations Commission:-
- (i) The Australian Workers' Union of Employees, Queensland (AWU);
 - (ii) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU);
 - (iii) Queensland Services Industrial Union of Employees (QSU);
 - (iv) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland,(AMEPKU);
 - (v) The Electrical Trades Union of Employees Queensland (ETU);
 - (vi) Plumbers & Gasfitters Employees' Union Queensland, Union of Employees (PGEU);
 - (vii) Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees (FEDFA);
 - (viii) Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees (LHMU);
 - (ix) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA).

1.4 OPERATIVE DATE AND DURATION

- (a) This Agreement shall commence operation from the date of certification of the agreement by the Queensland Industrial Relations Commission, and remain in force until 3 years after the date of such certification.
- (b) The Parties agree that negotiations for the next certified agreement will commence no later than 6 months before the expiry date of this agreement.

1.5 DEFINITIONS

“**CCC Employees**” means all employees of the Council who are required to perform their work, either wholly or substantially, within the area which was the local government area controlled by the former Cairns City Council immediately prior to the Changeover Day.

“**Changeover Day**” means 15 March 2008.

“**DSC Employees**” means all employees of the Council who are required to perform their work, either wholly or substantially, within the area which was the local government area controlled by the former Douglas Shire Council immediately prior to the Changeover Day.

“**Employee/s**” unless the context otherwise requires, where this term is used in this Agreement, it refers to all employees who are subject to the Awards listed in clause 1.6 of this Agreement.

“**Federal Award Employees**” means all employees of the Council who are subject to the Award listed in clause 1.6(a)(ii) of this Agreement.

“**Long Term Casual Employee**” means any employee who has been employed by Council (including the former Cairns City Council and the former Douglas Shire Council) for a continuous period of 12 months or more. For the purposes of this definition, a period of employment is no longer “continuous” if it is broken by a period of greater than 90 days in a row.

“**Personal Protective Equipment (PPE)**” means clothing or equipment required to be worn by an employee to protect them from the risks of illness or injury arising in the workplace.

“**State Award Employees**” means all employees of Council who are subject to the Awards listed in clauses 1.6(a)(i), 1.6(a)(iii) and 1.6(a)(iv) of this Agreement.

1.6 AWARD RELATIONSHIP

- (a) This Agreement will be read and interpreted wholly in conjunction with the following Awards:-
- (i) Local Government Employees' (excluding Brisbane City Council) Award – State 2003;
 - (ii) Queensland Local Government Officers Award – 1998;
 - (iii) The Building Trades Public Sector Award – State 2002; and
 - (iv) The Engineering Award – State 2002.
- (b) Where there is any inconsistency, this Agreement shall take precedence to the extent of the inconsistency.

1.7 PURPOSE OF AGREEMENT

- (a) The objectives of this Agreement are: -
- (i) To improve productivity and efficiency within the Council.
 - (ii) To increase both accountability and responsiveness to the community and to deliver significant benefits to the customers of the Council.
 - (iii) To facilitate participation by the Council, management, Employees and their unions and customers in the continuous improvement process, particularly in the development of more efficient work practices and quality improvement.
 - (iv) To facilitate greater flexibility of working arrangements within the framework of this agreement.
 - (v) To ensure continued local government reform, using a consultative approach.
 - (vi) To provide certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of the agreement.
 - (vii) To provide the time, resources, processes and people for the above to occur.
 - (viii) All Parties are to use their best endeavours to maintain employment security for all current Employees by ensuring a productive and competitive workforce.
 - (ix) To continually introduce work practices, job redesign and working arrangements whereby any skill can be used, provided the Employee is competent to perform such skill and it is legal, safe and practical to do so. The Parties agree that work will be performed limited only by the following:-
 - A. the Employee possessing any required licence or certificate;
 - B. an Employee's competence to perform such work;
 - C. that the work can be performed safely, having regard to the individual and the organisation as a whole; and
 - D. all Employees with certified training and work experience will undertake their main tasks and other tasks which are incidental, peripheral, practical and appropriate to their main tasks.
 - (x) The Council and its Employees will be bound by the Council's resolutions, policies and administrative instructions which may change from time to time.

1.8 NO EXTRA CLAIMS

- (a) The Parties will not, other than as provided for in Clause 1.4 – OPERATIVE DATE AND DURATION – pursue any extra claims for changes in relation to matters dealt with by this Agreement.
- (b) This clause shall not prevent the Parties from applying variations to the quantum of award-based allowances that occur during the life of this Agreement. The Parties may raise claims during the renegotiation and review period.

1.9 POSTING OF AGREEMENT

- (a) A copy of this Agreement shall be exhibited in a convenient location in the workplace/s of the Council so as to be readily accessible by all Employees.

PART 2 – CONSULTATION AND COMMUNICATION

2.1 CONSULTATION

- (a) The Parties are committed to maximising the effectiveness of the Council as an enterprise by ensuring that flexibility is maximised for the benefit of all. Some measures to ensure that this occurs include:-
- (i) open communication to assist in the identification of obstacles to superior service and operation;
 - (ii) monitoring the practical application of the enterprise bargaining agreement;
 - (iii) the Parties agree that open communication consists of the ability for the Employee and the Council to speak freely without fear of retribution.
- (b) The Parties recognise the need for Employees to be involved in the process of decision-making that affects them. This involvement will not supersede management decision-making processes, but will provide a means to give effect to the objectives of this Agreement, to complement the disputes avoidance procedure and to provide a mechanism to comply with the Statement of Policy of the QIRC with respect to Termination, Change and Redundancy (TCR).
- (c) A relevant union representative shall notify the CEO of any issues in writing and request a meeting of union representatives with management representatives. The CEO shall provide a written response to the union with regard to the timing, frequency and management participants at such a meeting. The CEO shall initiate this process in the event of TCR.
- (d) The areas that can be discussed at such a meeting shall include but not be limited to:-
- (i) Job security;
 - (ii) Technology change;
 - (iii) Health and safety;
 - (iv) Job / redesign, supervision and work processes;
 - (v) Education, training and retraining;
 - (vi) Contracting and sub-contracting;
 - (vii) Equal employment opportunity;
 - (viii) Union representation and participation in the decision-making process.
- (e) The following principles will be observed by the Council and other parties involved in any consultative process set up in accordance with this Agreement:-
- (i) Wherever possible meetings should occur in normal working time. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings.
 - (ii) Reasonable access to normal Council facilities such as typing, word processing, photocopying, postal system and telephone, storage facilities and meeting rooms will be made available to the parties.
 - (iii) Access to a room with normal office facilities shall be provided for representatives of the parties to discuss matters associated with consultative forums established under this Agreement.

2.2 PLANT PROCUREMENT / REPLACEMENT

- (a) The Parties acknowledge that the acquisition of new plant, equipment or vehicles that is used by those Employees who perform their work wholly or mainly in the outdoors, is a combined responsibility of all managers, supervisors and operators.

- (b) Before the tender process is entered into for the acquisition of new plant, equipment or vehicles that is to be used by those Employees who perform their work wholly or mainly in the outdoors, there is to be consultation to ensure that the proposed tender specification is in accordance with the needs of all managers, supervisors and operators. To progress the consultative process, the following procedures will apply:-
- (i) consultation is to occur prior to commencement of any tender or specification action;
 - (ii) consultation is to take place between Cairns Fleet and the relevant managers, team leaders, superintendents, foremen, leading hands, operators and gangers who will be involved in the use, storage or maintenance of any proposed plant, equipment or vehicle;
 - (iii) the consultation will include a written survey issued to each of the relevant managers, team leaders, superintendents, foremen, leading hands, operators and gangers who will be involved in the use, storage or maintenance of any proposed plant, equipment or vehicle.
- (c) Council agrees to invite for and consider submissions from all managers, supervisors and operators with regard to requests for the purchase of plant and equipment in time for inclusion within the Council's forthcoming operating budget.
- (d) Capital expenditure requests must be submitted by 31 October of each year to be considered for inclusion in the following year's operating budget.

2.3 LOCAL GOVERNMENT EMPLOYMENT GROUP – LGEG

- (a) As a practical vehicle to facilitate negotiation between the Parties and to implement this agreement, a Local Government Employment Group (LGEG) consisting of management and unions representing Employees has been formed. Management representatives are appointed and responsible to the Chief Executive Officer (CEO) and the Council. Employee representatives and Employee union representatives are elected by the Employees. When the LGEG meets, an invitation to participate will also be extended to the local union organisers.
- (b) It is intended that the LGEG will continue to operate for the life of this Agreement to act as a sounding board to management on a range of issues affecting the conditions and culture of the organisation. It is intended to hold a minimum of 3 LGEG meetings per year to facilitate this process.

2.4 COMBINED UNION CONSULTATIVE COMMITTEE (CUCC)

- (a) For the purposes of negotiating and implementing an enterprise agreement on behalf of the Parties, in accordance with the Wage Fixing Principles of the Industrial Relations Commission and the Industrial Relations Act 1999, a Combined Unions Consultative Committee (CUCC) has been established.

2.5 UNION REPRESENTATION AND ACCESS

- (a) The Council will allow shop stewards/union delegates adequate time during normal working hours to attend to union duties, provided that such time shall be arranged by agreement with the steward's / delegate's supervisor.

2.6 UNION RIGHT OF ENTRY

- (a) An authorised officer of any Union who is a party to this Agreement will have the right of access and entry to the premises of the Council for the following purposes:
- (i) Meeting with workplace delegates; and
 - (ii) Meeting with members of staff; and
 - (iii) Meeting with relevant management team members on matters associated with this Agreement or current industrial workplace issues; and
 - (iv) To conduct union business matters or matters incidental to union business.

PART 3 – WAGES, SALARIES AND ALLOWANCES

3.1 PAYMENT OF SALARIES / WAGES

- (a) Salaries/Wages shall be paid fortnightly.
- (b) Payment shall be made by means of:-

- (i) Electronic Funds Transfer to a bank, building society or credit union nominated by the Employee receiving the salary or allowance where the Electronic Funds Transfer is of such an amount as will ensure to the Employee payment of salary and allowances in full at the place where payment is tendered.
- (ii) In the case of a discrepancy in an Employee's base pay of less than \$20.00 nett, the adjustment will be paid within the next pay.
- (iii) Where a discrepancy in an Employee's pay (including overtime, penalties and other allowances) exceeds \$20.00, and provided that all timesheets and notices are completed and on time, the Employee may request that the discrepancy be paid either by cheque or Electronic Funds Transfer within 48 hours of the discrepancy being advised to the pay office. Otherwise the adjustment will be paid within the next pay.
- (iv) In the case of an overpayment of wages, the Employee concerned shall be contacted prior to any recovery action being taken.

3.2 WAGE RATES

- (a) The current tables of wage rates which have applied since 1 July 2008 and which will continue to apply following the commencement of this Agreement until clauses 3.3 and 3.4 of this Agreement are applied, are found in Schedule A to this Agreement.

3.3 EQUALISATION OF WAGES – STATE AWARD EMPLOYEES

- (a) Following the amalgamation of the former Douglas Shire Council with the former Cairns City Council, at the time of making this Agreement, the DSC Employees and the CCC Employees who are subject to the Award listed in clause 1.6(a)(i) of this Agreement are in receipt of different wage rates for the same classification level.
- (b) In order to equalise the salaries for those Employees who are subject to the Award listed in clause 1.6(a)(i) of this Agreement ("relevant employees"), the following process will apply:-
 - (i) For those relevant employees who are in receipt of the lower wage rate for the level at which they are classified, Council will apply a wage increase equal to the difference between the relevant employee's wage rate and the higher wage rate prescribed for the same level at which the relevant employee is classified as from the date of certification of this Agreement.
 - (ii) Wage increases in accordance with clause 3.6 of this Agreement will continue to be applied to all wage rates that are in existence at the time the relevant wage increase is implemented.

3.4 EQUALISATION OF WAGES – FEDERAL AWARD EMPLOYEES

- (a) Following the amalgamation of the former Douglas Shire Council with the former Cairns City Council, at the time of making this Agreement, the DSC Employees and the CCC Employees who are subject to the Award listed in clause 1.6(a)(ii) of this Agreement are in receipt of different wage rates for the same classification level.
- (b) In order to equalise the salaries for those Employees who are subject to the Award listed in clause 1.6(a)(ii) of this Agreement ("relevant employees"), the following process will apply:-
 - (i) As from the date of certification of this Agreement, Council will apply the table of wage rates found in Schedule B of this agreement to all relevant employees.
 - (ii) When relevant employees are transitioned to the new table of wage rates, relevant employees will receive the annual wage for the pay point which is nearest to, but higher than, the annual wage which they receive under the current table of wage rates. Where such a transition would result in the relevant employee receiving an annual wage for a pay point in a level which is below the level at which the relevant employee is currently classified, the relevant employee will not be transitioned to the lower level but will instead receive the annual wage for the lowest pay point in the level at which the relevant employee is currently classified.
 - (iii) Following the transition of the relevant employees to the new table of wage rates in accordance with clause 3.4(b)(ii) of this Agreement, relevant employees will continue to move up the pay points within the level at which they are classified in accordance with their existing anniversary date.
 - (iv) Wage increases in accordance with clause 3.6 of this Agreement will continue to be applied to all wage rates that are in existence at the time the relevant wage increase is implemented.

3.5 ONE-OFF PAYMENT

(a) In recognition of the impact that the amalgamation has had on both DSC Employees and CCC Employees, Council will make a one-off payment (“one-off payment”) to all Employees in accordance with the following sub-clauses:-

- (i) In order to qualify for the one-off payment, the Employee must be a full time employee or a part time employee of Council as at the date of certification of this Agreement.
- (ii) Long Term Casual Employees as defined in this Agreement will be treated as part time employees for the purposes of this clause, and will receive a one-off payment calculated accordingly.
- (iii) Calculation of the amount of the one-off payment to be made to part time employees (including Long Term Casual Employees pursuant to clause 3.5(a)(ii)) will be in accordance with the following formula:-

$$\frac{A}{B} \quad X \quad C$$

where:-

A equals the one-off payment

B equals full time equivalent hours

C equals ordinary hours worked over the previous 12 months prior to certification of this Agreement.

- (iv) Employees falling under the terms of the Cairns Regional Council (DSC Employee) Federal Award Wage Rates appearing as part of Schedule A to this Agreement as at the date immediately before certification of this Agreement will be paid a one-off payment of up to \$1,100.00 (before tax) in accordance with the terms of this clause (for example, a full time Employee falling within this sub-clause will receive a one-off payment of \$1,100.00 [gross]).
- (v) Employees falling under the terms of the Cairns Regional Council (DSC Employee) State Award Wage Rates appearing as part of Schedule A to this Agreement as at the date immediately before the certification of this Agreement will be paid a one-off payment of up to \$500.00 (before tax) in accordance with the terms of this clause (for example, a full time Employee falling within this sub-clause will receive a one-off payment of \$500.00 [gross]).
- (vi) Employees falling under the terms of the Cairns Regional Council (CCC Employees) State Award Wage Rates appearing as part of Schedule A to this Agreement as at the date immediately before certification of this Agreement will be paid a one-off payment of up to \$1,100.00 (before tax) in accordance with the terms of this clause (for example, a full time Employee falling within this subclause will receive a one-off payment of \$1,100.00 [gross]).
- (vii) All other employees not falling within clause 3.5 (a) (iv), (v) or (vi) will be paid a one-off payment of up to \$300.00 (before tax) in accordance with the terms of this clause (e.g. a full time Employee of Council will receive a one-off payment of \$300.00 [gross]).

(b) The one-off payment will be paid by Council within two weeks of the certification of this Agreement.

(c) The one-off payment will be paid by Council in an extra pay run outside of the employees’ fortnightly pay.

3.6 WAGE INCREASES - GENERAL

(a) A percentage (%) wage increase in line with the Australian Bureau of Statistics Wage Price Index Catalogue number 6345 based on the annual movement for the Public Sector of the latest March Quarter of the calendar year, or 4 %, whichever is higher, will apply from the first pay period commencing on or after 1 July 2009, 1 July 2010 and 1 July 2011 respectively.

(b) However, where the application of clause 3.6(a) results in an Employee receiving a weekly wage increase which is less than the weekly wage increase prescribed by the General Ruling of the Queensland Industrial Relations Commission in relation to the Queensland Minimum Wage for the year in which the wage increase is being applied, the Employee will receive a wage increase equal to that provided by the General Ruling.

3.7 WAGE INCREASE - TRADESPERSONS

- (a) This clause will apply to those Employees (being both present and future Employees of the Council):-
 - (i) who are subject to the Awards listed in clauses 1.6(a)(iii) and 1.6(a)(iv) of this Agreement; and
 - (ii) who have successfully completed a relevant trade apprenticeship or its Australian Qualification Framework equivalent (“Qualified Tradesperson”).
- (b) From the 2nd pay period following the certification of this Agreement, the base hourly rate of pay for Qualified Tradespersons will be increased by the amount of \$1.50 per hour exclusive of any allowances. This increase will only be applied once and it will thereafter form part of a Qualified Tradesperson’s base hourly rate of pay for the duration of this Agreement.

3.8 CLASSIFICATIONS

- (a) The classification structure for Employees under this agreement will be as per:-
 - (i) The Local Government Employees’ (Excluding Brisbane City Council) Award –State 2003.
 - (ii) The Queensland Local Government Officer Award - 1998.
 - (iii) The Building Trades Public Sector Award – State 2002.
 - (iv) The Engineering Award – State 2002.
- (b) Position descriptions shall be used as the primary source of classifying positions. The Council will continue to provide to each Employee a position description, which clearly and accurately identifies as a minimum:-
 - (i) The requirements of the job;
 - (ii) The skills, knowledge, experience, qualifications and/or training required;
 - (iii) The responsibility level of the position;
 - (iv) The organizational relationship of the position; and
 - (v) The accountability/extent of authority of the position.
- (c) The following classification and reclassification process will apply to all Employees:-
 - (i) An agreed Position Description shall be designated for every position and verified by the individual occupant of the position and the Divisional General Manager or delegated Manager;
 - (ii) Copies of the current agreed Position Description shall be provided to the incumbent Employee and the Manager Human Resources;
 - (iii) The Position Description shall be reviewed and agreed upon annually in the staff performance review process and in the event of any significant changes becoming necessary to the Position Description, the classification of the position shall be reviewed;
 - (iv) Employees whose positions are formally reviewed shall be advised of the outcome of this review within a 3 month timeframe.
- (d) For those Employees who currently do not have a Position Description, Council commits to completing the classification process for the Employees within 3 months of the date of this Agreement.
- (e) Any disagreements regarding the outcome of this process will be dealt with in accordance with the Grievance Procedure/Dispute Settlement as contained in this Agreement.

3.9 WORKPLACE SPECIFIC AGREEMENTS (WSA)

- (a) Workplace Specific Agreements may assist the Parties to achieve the objectives of this Agreement.
- (b) Historically, the Parties have continued to apply a number of Workplace Specific Agreements that are noted on their face as having expired or which were made between Council and Employees who are no longer in the employ of Council. It is the Parties’ intention to replace those Workplace Specific Agreements with new agreements.

- (c) Unless specifically mentioned in this Agreement, all existing Workplace Specific Agreements (or Local Area Agreements) that are registered or otherwise, will expire upon the making of this Agreement. However, for those Workplace Specific Agreements that deal with matters other than on-call arrangements, Council will continue to informally honour those agreements, according to their terms and conditions, until such time as they are replaced with new Workplace Specific Agreements.
- (d) The Parties agree to use the following process for developing and implementing flexible working agreements:-
- (i) Development and Implementation of Workplace Specific Agreements:-
- A. The Parties may initiate discussions about possible Workplace Specific Agreements;
- B. A collaborative approach between the affected parties will be adopted when developing Workplace Specific Agreements. All proposed Workplace Specific Agreements must identify costs and benefits;
- C. Workplace Specific Agreements can be used by the Council to negotiate with staff to incorporate standard allowances into an annualised wage;
- D. All Workplace Specific Agreements shall include an expiry date no later than the date of expiry of this Agreement; and
- E. Employees may seek advice from their union representatives or any other party at any stage in this process.
- (ii) Vote on Proposed Workplace Specific Agreement:-
- A. Agreement of the parties bound to the proposed Workplace Specific Agreement is required. At least 75% of Employees directly affected by the Workplace Specific Agreement must agree to its terms. When 75% agreement has been achieved, all Employees directly affected by the Workplace Specific Agreement, including those who voted against it, and new Employees whose position will be directly affected by the Workplace Specific Agreement, will be bound by the Workplace Specific Agreement.
- B. All new Employees will be given access to a copy of the Workplace Specific Agreement prior to commencement with the Council. The Workplace Specific Agreement will form part of their conditions of employment.
- (iii) Ratify the Workplace Specific Agreement:-
- A. The Branch Secretary of the Union is to sign the Workplace Specific Agreement on behalf of union Employees affected; and
- B. The CEO is to sign the Workplace Specific Agreement on behalf of the Council.
- (e) The terms and conditions of a Workplace Specific Agreement shall not cause, on an overall basis, a reduction in the terms and conditions of employment of those employees that are subject to it, to be assessed upon the awards and industrial agreements which apply to the relevant employees immediately prior to the certification of the new agreement.
- (f) Workplace Specific Agreements can only deal with flexible arrangements which relate to matters arising under the new agreement or the relevant award which applies to the employees subject to the Workplace Specific Agreement.
- (g) Any claim, request, termination, expiry, variation or any part of a process, which relates to a Workplace Specific Agreement, does not entitle any party to take any form of industrial action. To prevent doubt, this clause does not prevent any party from utilising the Grievance/Dispute Resolution Procedure contained in clause 9.1 of this Agreement to resolve disputes about the Development and Implementation of a Workplace Specific Agreement.

3.10 SALARY SACRIFICE

- (a) Employees may elect to take their salary by means other than money by way of a salary sacrifice arrangement. The CEO, on behalf of the Council, and an Employee, may agree in writing, that the

Employee can sacrifice a part of their salary to benefits agreed between the parties, including superannuation.

- (b) The salary of the Employee for the purpose of any allowances or payments which are directly related to the Employee's salary shall be the pre-salary sacrifice rate of pay, that is, the salary set out in the applicable Award as increased in accordance with this Agreement.
- (c) The Council encourages the Employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.
- (d) All salary sacrifice arrangements must comply with any Federal taxation laws and rulings affecting salary sacrifice arrangements that may be introduced or amended from time to time, and (in the case of superannuation) to the requirements of the Local Government Superannuation Scheme.
- (e) The costs of any outgoings that might be incurred by the Council in a salary sacrifice or salary-packaging arrangement shall be borne by the Employee.

3.11 ALLOWANCE – ELECTRICAL LICENCE

- (a) In recognition of Government regulations regarding the compliance certification system and extra work responsibility and accountability imposed upon electrical trades persons, the following will apply:-
 - (i) All licensed electricians as defined by the Electrical Safety Office will be paid an all purpose allowance of \$24.59 per week indexed to Australian Bureau of Statistics Wage Price Index Catalogue number 6345 based on the annual movement for the Public Sector of the latest March Quarter of the calendar year, on the first pay period commencing on or after 1 July of each year.
 - (ii) All time required by licensed electricians to fully comply with the *Electrical Safety (Codes of Practice) Notice 2002*, will be provided and paid for by the Council.
 - (iii) All costs incurred in complying with the *Electrical Safety (Codes of Practice) Notice 2002*, will be borne by the Council.
 - (iv) Paid training leave will be provided to licensed electricians for refresher training on the requirements of the *Electrical Safety (Codes of Practice) Notice 2002*. All course costs, training manuals, textbooks, regulations and standards associated with a training course will be reimbursed to the Employee by the Council.

3.12 LEADING HAND ALLOWANCE

- (a) To rectify the inequality in Leading Hand Allowances between the Awards listed in Clauses 1.6(a)(i), 1.6(a)(iii) and 1.6(a)(iv) of this Agreement, all positions entitled to payment of Leading Hand Allowance as defined in Clause 5.8.23 of the Local Government Employees' (Excluding Brisbane City Council) Award – State, Clause 5.8.21 of the Engineering Award – State and Clause 5.2.19 of the Building Trades Public Sector Award – State shall be paid \$54.20 per week for Employees in a permanent leading hand position.
- (b) This allowance shall be indexed to the Wage Price Index as at the March quarter and applied at 1 July of each year or the safety net of 4% whichever is higher.

3.13 TRAVEL ALLOWANCE FOR TRANSFERRED EMPLOYEES

- (a) In the case of an Employee who is subject to a permanent forced transfer or temporary transfer from their principal place of employment within Council, and where the Employee's principal place of employment has moved more than 5 kilometres from where it existed prior to the transfer, the Employee shall receive:-
 - (i) Payment at the Employee's ordinary time earnings, for any additional time taken to travel a distance greater than 5 kilometres from the Employee's original principal place of employment to the new principal place of employment, when the Employee is travelling in the Employee's private vehicle; and
 - (ii) An allowance paid at the rate per kilometre prescribed by the Australian Taxation Office (as amended from time to time) for the distance of any additional kilometres travelled from the Employee's original principal place of employment to the new principal place of employment. This allowance is not payable if a motor vehicle is supplied to the Employee by Council.

3.14 ON-CALL ARRANGEMENTS

- (a) Council is unable to force an Employee to participate in a roster which requires the Employee to remain on-call outside normal working hours, except where the Employee has previously agreed to a condition of employment that requires the Employee to participate in an on-call working arrangement that is an inherent requirement of the position. However, Employees can be rostered to remain on-call outside normal working hours where the Employees volunteer to participate in such an on-call arrangement.
- (b) The terms and conditions which are to apply to Employees who are required to remain on-call outside normal working hours pursuant to a condition of their employment or who volunteer to remain on-call outside normal working hours shall be as per Schedule C of this Agreement.
- (c) It is the intention of the Parties that, for the sake of consistency across Council, Schedule C of this Agreement will supersede all existing Workplace Specific Agreements and any other arrangements or agreements that operated as on-call arrangements immediately prior to the making of this Agreement.

3.15 UNPLEASANT WORKING CONDITIONS

- (a) Clause 3.15 applies where Employees are required to undertake a task and/or perform work that is considered to be particularly unpleasant as defined in Schedule D of this Agreement and covers such circumstances where Employees come into contact with faeces, nappies, urine, putrescible waste (where no other award provisions apply) and vomit and in the absence of any other award provision being applicable for such circumstances.
- (b) Where such circumstances exist, the Employees must record such incidents on daily timesheets for the supervisor to approve payment of such an unpleasant working conditions allowance. Payment shall be at the rate of time and a quarter for all time so worked, with a minimum payment of 15 minutes duration being applicable.
- (c) By 1 July 2009, the Local Government Employment Group will endeavour, in accordance with the process set out in clause 3.9 of this Agreement, to implement a Workplace Specific Agreement which will include a new allowance that is designed to replace the unpleasant working conditions allowance provided by this clause 3.15 for Employees engaged as Gardeners / Labourers within the Cairns Works/Parks Division at the following locations:-
 - (i) Council's parks and gardens;
 - (ii) the Esplanade;
 - (iii) Inner City Maintenance;
 - (iv) the Lagoon Pool;
 - (v) the Northern Esplanade; and
 - (vi) the Central Business District.

3.16 SUPERVISORS OF STATE AWARD EMPLOYEES

- (a) Where an Employee covered by the Award listed in clause 1.6(a)(ii) of this Agreement is defined in Clause 13.1.2 "Hours of Work" of the Award as supervising State Award Employees whose ordinary hours of work are 38 hours per week, such Employee shall be paid for the hours worked between 36.25 hours and 38 hours at the ordinary rate payable for the first 36.25 hours and will be paid overtime rates thereafter.

PART 4 – HOURS OF WORK & FLEXIBLE WORK ARRANGEMENTS

4.1 BALANCING FAMILY AND WORK

- (a) Upon registration of this agreement the Parties undertake to establish processes to co-operatively investigate opportunities for Employees to balance their work and family responsibilities in ways which do not negatively impact achievement of Council's customer service objectives.

4.2 ROSTERED DAY OFF

- (a) The Parties agree to continue the process whereby an Employee may work a 19 day 4 week period as per Schedule E of this Agreement.
- (b) It is further agreed that Federal Award Employees on salary scale Level 5 or above under the Award listed in clause 1.6(a)(ii) of this agreement may take the option to forgo participation in the RDO process in exchange for a % increase equivalent to the hours worked based on the following formula:-

12 RDOs per annum X 7.25 hours = 87 hours per annum
36.25 hours/week X 52 weeks = 1885 hours per annum
87/1885 X 100 = 4.61%
Base salary X 1.0461% = new base salary without RDO.

This will form the base wage for the Federal Award Employee and will apply to all superannuation annual leave and other entitlements.

- (c) Federal Award Employees will be offered the opportunity to opt out of the 19 day month at the time of appointment only. Current Federal Award Employees will be limited to one opportunity to participate in this agreement.
- (d) In order to facilitate the implementation of this agreement, the initial period of participation will be 3 months from the signing of this Agreement. Cancellation/exit from this agreement is a “once only” offer for each nominal role a Federal Award Employee holds within the Council.
- (e) Clause 4.2(a) of this Agreement does not apply to those DSC Employees who were rostered to work hours to facilitate a nine day fortnight working arrangement prior to the commencement of this Agreement. Those DSC Employees will continue to be scheduled to work hours to facilitate a nine day fortnight working arrangement following the commencement of this Agreement.
- (f) Following the certification of this Agreement, the Parties will utilise the process set out in clause 3.9 - Workplace Specific Agreements to agree upon the arrangements designed to facilitate the scheduling of alternative working arrangements (eg. a nine day fortnight working arrangement) for those Employees who are not subject to clause 4.2(e) of this Agreement.

4.3 TIME OFF IN LIEU OF APPROVED OVERTIME

- (a) Clause 4.3 applies to the following Employees:-
 - (i) All Employees who are subject to the Awards listed in clauses 1.6(a)(i), 1.6(a)(iii) and 1.6(a)(iv) of this Agreement; and
 - (ii) All Employees in receipt of salaries prescribed by Level 5 or lower under the classification of the General Salary Scale of the Award listed in clause 1.6(a)(ii) of this Agreement.
- (b) By mutual agreement between the Employee and the Employee’s supervisor, the Employee may, upon claiming for overtime, be given time off equivalent to the time worked either outside the spread of ordinary hours of any day or in excess of the ordinary weekly hours, in lieu of paid overtime. Such time off shall be taken within one month of the date of its accrual or the Employee will be directed to take such time.
- (c) All time off in lieu of approved overtime and/or overtime must be approved by the Employee’s supervisor in advance of its accrual.

PART 5 – SECURITY OF EMPLOYMENT

5.1 EMPLOYMENT SECURITY

- (a) The Parties agree that the implementation of productivity and efficiency initiatives should enhance the operations of the Council.
- (b) The Parties are committed to continually improving the job security of Employees. In addition to a commitment of no forced redundancies of permanent Employees for the term of this Agreement, the Council commits to employment security by:
 - (i) Ensuring that permanent employment arrangements are and will be the preferred method of engagement for new Employees;
 - (ii) Training and educating Employees and providing retraining where appropriate;
 - (iii) Career development and equal opportunity;
 - (iv) Using natural attrition and re-allocation of duties after consultation in preference to retrenchment or voluntary redundancy; where a reduction in staff numbers needs to be achieved;
 - (v) Timely advice to the Parties and Employees about any significant re-allocation of labour;

- (vi) The Council continuing to manage its workforce to achieve efficiencies and continuous improvement of work practices;
- (vii) No forced redundancies of permanent Employees for the life of this agreement. Any reductions in staffing establishments will be achieved through natural attrition.

5.2 REDUNDANCY – RETRENCHMENT

- (a) The objectives of this clause are;
 - (i) to maintain, where possible, Employees whose positions have become redundant in continued employment within the Council;
 - (ii) to retrain such Employees where necessary;
 - (iii) to pay monetary compensation to such Employees who are unable to be redeployed and whose employment is to be terminated;
 - (iv) to assist Employees to find employment outside the service of the Council.
- (b) Where it appears that a position or positions are likely to become redundant, the Council shall, at the earliest practicable time, provide all relevant details to the Union/s concerned and arrange discussion with the Union's.
- (c) Relevant details to be provided to the Union/s shall include:-
 - (i) the reasons for the position or positions being redundant;
 - (ii) the number, classification, location and details of the redundant position or positions;
 - (iii) presentation of an organisation plan of the work unit concerned.
- (d) Discussions with the Union/s shall include:-
 - (i) the method of identifying positions as redundant, having regard to the efficient and economical working of that enterprise;
 - (ii) advice and the timing of advice to the Employees.
- (e) This clause shall not apply in any of the following circumstances:-
 - (i) where an Employee terminated employment before the expiration of the period of notice without prior approval of the Council, which approval shall not be unreasonably withheld; or
 - (ii) where an Employee suffers a permanent injury or illness which renders that Employee otherwise incapable of continuing in employment; or
 - (iii) where an Employee's services are terminated by reason of neglect of duty or misconduct; or
 - (iv) where an Employee has been engaged in a casual capacity or on a short term basis, such as project employment; or
 - (v) where an Employee has not been engaged for a continuous period of at least 12 months.
- (f) The Council shall endeavour to find suitable alternative employment within the Council for all Employees. All such Employees shall be individually interviewed to determine what options may exist for their retraining by Council.
- (g) Where suitable alternative employment is found for an Employee at a classification with a lower rate of pay, that Employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period of 12 months, or until the rate for the lower classification exceeds that actual rate, whichever is the earlier.

- (h) Upon a determination by the Council that an Employee's position has become redundant and redeployment cannot be achieved, such Employee shall receive notice of involuntary retrenchment. The period of notice of termination shall be as prescribed by the relevant Award.
- (i) On termination, eligible Employees shall receive a Redundancy Payment at a rate appropriate to the years of service of each Employee. This Redundancy Payment is to consist of 2 weeks per year of continuous service or part thereof with a maximum payment of 52 weeks applying. The Employee must receive as a minimum Redundancy Payment, an amount equal to the Employee's salary for 4 weeks.
- (j) Eligible Employees are those for whom:-
 - (i) suitable alternative employment cannot be found and notice of involuntary retrenchment/termination has been received; and
 - (ii) who have at least 1 year's continuous service.
- (k) Compensation by way of a redundancy benefit is compensation for loss of job security and it is not a resignation benefit.
- (l) Providing each case has the prior approval of the Employee's supervisor, reasonable leave with pay shall be granted for the purpose of attending personal employment interviews. This paragraph only applies to Employees who have received notice of involuntary retrenchment/termination.

PART 6 – LEAVE ENTITLEMENTS

6.1 CARER'S LEAVE / FAMILY LEAVE

- (a) In addition to the Carer's Leave provision of the Awards listed in clause 1.6(a) of this Agreement, the access to Carer's Leave shall be extended to an Employee to care for a primary carer of a family member who is incapacitated and unable to provide primary care. On each occasion the Employee takes carer's leave to care for a primary carer, the Employee must provide a letter from a qualified medical practitioner substantiating the need to care for the primary carer. Additionally, an Employee will be required to provide a medical certificate to substantiate a requirement to be absent from work for more than 2 days to care for a primary carer.
- (b) Where an Employee takes leave to care for a primary carer, such leave will be taken from the balance of any sick / personal leave entitlement owing to the Employee. Should the Employee's sick / personal leave entitlement be exhausted, the Employee may take leave without pay or may exhaust other leave entitlements.

6.2 PARENTAL LEAVE

- (a) Clause 6.2 will only apply to those Employees who commence parental leave on or after the commencement of this Agreement. For the purposes of this clause, an Employee will be deemed to have commenced parental leave as from the first day the Employee begins leave, even if the Employee is accessing annual leave, long service leave or other leave in lieu of or in conjunction with the 52 week parental leave entitlement at the time the Employee commences such leave.
- (b) Up to a maximum of 14 weeks paid parental leave will be available to all Employees eligible for leave pursuant to the Parental Leave / Family Leave clause of the Awards listed in clause 1.6(a) of this Agreement. This is on the proviso that 6 weeks paid parental leave is available to Employees following the completion of 12 months continuous service, with an additional 4 weeks paid parental leave available for each additional year of continuous service up to a maximum of 14 weeks paid leave.
- (c) Employees eligible for parental leave may elect to take leave at half pay up to a maximum of 28 weeks.
- (d) Paid parental leave will be effective from the date of commencement of parental leave and forms part of the 52 weeks parental leave entitlement.
- (e) Part-time Employees are eligible for paid parental leave paid on pro-rata basis of the average weekly hours worked for the preceding 12 months.
- (f) Employees will be entitled to up to 14 weeks paid parental leave for adopted children and if the child is stillborn, based on the above entitlement.
- (g) Employees, who have completed 12 months continuous service with the Council and who are not the primary and sole care giver of the child/children, will be entitled to 2 weeks paid parental leave on the birth

of/adoption of their child/children. This leave may be taken at the same time that the primary and sole care giver of the child/children is on parental leave.

- (h) Parents are entitled to a combined total of 14 weeks paid parental leave on a shared basis in relation to the birth of their child/children, provided that the said parents are both Employees of Council and are both covered by this Agreement. The maximum payable will be shared between both Employees. 12 weeks of the combined total of parental leave must be taken by the Employee who is the primary and sole care giver of their child / children. The remaining 2 weeks parental leave can be taken by either parent and may be taken by the parent who is not the primary and sole care giver of the child/children, at the same time that the primary and sole care giver of the child/children is on other parental leave.
- (i) If the parents elect for the paternal partner to be the primary and sole care giver of their child/children within the first 6 weeks after the birth or adoption of their child/children, then satisfactory evidence must be provided to Council to support the paternal partner as primary and sole care giver as provided in Clause 7.5 Family Leave of the Local Government Employees Award - State.
- (j) All existing entitlements will accrue during this period of paid leave.
- (k) The employer shall consult with Employees on parental leave in relation to any proposed changes taking place in the workplace.
- (l) If the Federal Government introduces a parental leave scheme, which binds the Council to such scheme and where such scheme has improved entitlements, it will override this clause to the extent of any inconsistency.

6.3 BEREAVEMENT LEAVE

- (a) An Employee shall on the death of a wife, ex-wife, husband, ex-husband, mother, father, mother-in-law, father-in-law, brother, sister, child, step-child or grandparent, be entitled, on notice, to leave up to and including the day following the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the Employee in 3 ordinary days of work. Proof of such death shall be furnished by the Employee to the satisfaction of the employer.
- (b) In addition, Employees shall be entitled to use up to two days of their accumulated sick / personal leave entitlements in any 12 month period as bereavement leave.
- (c) For the purposes of this clause the words "wife" and "husband" shall include a person who lives with the Employee as a de facto wife or husband.

6.4 CYCLONE/FLOOD SPECIAL LEAVE

- (a) Where an Employee is sent home before normal rostered finishing time to ensure personal safety, the protection of the Employee's family and property or the availability of transport services which may be disrupted because of weather conditions, the Employee will be paid for the remainder of their normal rostered shift.
- (b) Where an Employee is directed by Council not to attend work due to cyclone, flood, or severe weather conditions, the Employee will be paid their normal wage rate for the hours the Employee would have worked had Council not issued the direction.
- (c) Where clauses 6.4(a) and 6.4(b) do not apply, and where an Employee is unable to attend work due to cyclone, flood, or severe weather conditions, and where no reasonable detour is available to attend work, the Employee may elect to take:-
 - (i) time in lieu of a rostered day off;
 - (ii) time in lieu of accrued overtime;
 - (iii) annual leave; or
 - (iv) leave without pay.
- (d) Where reasonable and approved in advance by the Employee's Manager, the Employee may be able to work at another location.
- (e) Where the threat of cyclone or flood prevents staff returning home from work, the CEO will determine the appropriate response on a case by case basis.

6.5 TRADE UNION TRAINING LEAVE

- (a) Paid leave of absence of up to 5 days per person per annum shall be available to Employees to attend specific Union training courses approved by the Branch Executive of the Union, provided that such leave shall be taken at a mutually agreeable time so as not to interfere with the continuity at work where such continuity is necessary. This leave will apply to one delegate per Union per year who are a party to this Agreement. However, in the case of the AWU and the QSU, 4 delegates per Union are eligible for training leave for the purpose of providing adequate coverage across the organisation. Further, in the case of ETU and AMWU 2 delegates per Union are eligible for training leave for the purpose of providing adequate coverage across the organisation..

6.6 ANNUAL LEAVE

- (a) The Parties recognise the inequality of the different annual leave provisions currently contained in the Awards listed in clause 1.6(a) of this Agreement. To rectify this inequality, entitlements contained in clause 23 of the Queensland Local Government Officers Award 1998, will apply to all Employees of Council.

6.7 CHRISTMAS CLOSE DOWN

- (a) In addition to the public holidays designated in the period from 24 December of each year until 2 January of the following year (“the Christmas Close Down Period”), Council will be able to direct Employees to take accrued annual leave, rostered days off and time off in lieu for the remaining working days around the Christmas Close Down Period.
- (b) If Council is not agreeable to a Christmas Close Down Period, or operational requirements mean that the place of business must be staffed, Council will direct a minimum operational level of Employees to work during the Christmas Close Down Period.
- (c) Council will advise the Employees of the arrangements for the Christmas Close Down Period by 1 October each year.

6.8 LONG SERVICE LEAVE

- (a) The Parties recognise the inequality of the different long service leave provisions currently contained in the Awards listed in clause 1.6(a) of this Agreement. To rectify this inequality, long service leave entitlements contained in clause 25 of the Queensland Local Government Officers Award 1998 will apply to all Employees of the Council.
- (b) Long service leave accrued to 29 February 1996 under the State Awards will remain as accrued, and, effective from 1 March 1996, long service leave provisions of 13 weeks leave entitlement after 10 years of continuous service will apply.
- (c) Pro rata long service leave will be available upon termination of service after 7 years of continuous service.
- (d) On the anniversary of 7 years service with Council, or at anytime thereafter, long service leave will be available.
- (e) Such leave will be calculated in accordance with the following formula:-

For service prior to 11/05/1964 at the rate of .65 of a week for each year of continuous service.

For service after 10/05/1964 and prior to 01/03/1996 at the rate of .866 of a week for each year of continuous service.

For service after 29/02/1996 at the rate of 1.3 weeks for each year of continuous service.

- (f) Clause 6.8 will not apply to Employees who ceased duty with Council prior to the date of the operation of EBA 1 i.e. 1 June 1996.

6.9 LONG SERVICE LEAVE FLEXIBILITY

- (a) All Employees are able to elect to convert the period of approved long service leave to double the period of leave, with half pay for that period. For example, the Employee will be entitled to receive 4 weeks pay for 8 weeks absence from the workplace on long service leave.
- (b) All Employees are able to elect to convert the period of approved long service leave to half the period of leave, with double the pay for that period. For example, the Employee will receive 8 weeks pay for 4 weeks absence from the workplace on long service leave instead of 8 weeks pay for 8 weeks absence from the workplace on long service leave.

- (c) Employees are encouraged to seek professional advice as to the effect of electing to utilise clauses 6.9(a) and 6.9(b) of this Agreement on the Employee's superannuation entitlements and taxation obligations.
- (d) The normal approval process for taking leave will continue to apply irrespective of anything contained in clause 6.9 of this Agreement.

6.10 THE EFFECT OF ILLNESS WHILST ON ANNUAL LEAVE OR LONG SERVICE LEAVE

- (a) If an Employee is overtaken by illness whilst absent from duty on annual leave or long service leave, the Employee shall, on the production of a certificate signed by a duly qualified medical practitioner certifying that such Employee was incapacitated by such illness to the extent that the Employee would have been unfit to perform normal workplace duties for a period not less than five days, be entitled to have such period of illness debited to the Employee's sick / personal leave entitlement and the Employee's annual or long service leave entitlement shall be adjusted accordingly. An adjustment will also be made to any annual leave loading paid to the Employee.

6.11 SICK LEAVE / PERSONAL LEAVE

- (a) The Parties recognise the inequality of the different sick leave entitlements provided in the Awards listed in clause 1.6(a) of this Agreement. To rectify this inequality, all Employees who are subject to the Awards listed in clauses 1.6(a)(i), 1.6(a)(iii) and 1.6(a)(iv) of this Agreement will be entitled to 114 hours sick leave for each completed year of employment with Council.

6.12 UNCAPPING OF SICK / PERSONAL LEAVE

- (a) All Employees covered by this Agreement will be entitled to accrue sick / personal leave without capping of the total amount that can accrue.

6.13 EVIDENCE SUPPORTING A CLAIM FOR SICK / PERSONAL LEAVE

- (a) When an Employee's absence is for more than 2 consecutive days, the Employee is required to give Council a doctor's certificate, or other reasonably acceptable evidence to Council's satisfaction, about the nature and approximate duration of the illness.
- (b) In cases where an Employee's record of attendance at work deteriorates to a point where it can be deemed to be unsatisfactory, Council may introduce a system whereby the Employee will be required to produce satisfactory evidence of illness, which may include a doctor's certificate, before payment of any sick / personal leave is made.

6.14 PAYMENT OF UNUSED SICK / PERSONAL LEAVE ON CESSATION OF EMPLOYMENT

- (a) All Employees covered by this Agreement shall be entitled to part payment of unused sick / personal leave on cessation of their employment provided that, at the time the Employee ceases employment with Council, the Employee has accrued 5 years continuous service with Council or with other local governments in Queensland generally.
- (b) The payment for unused sick / personal leave shall be calculated at the rate of \$200.00 per week up to a maximum of \$5,000.00, using the following formula ((sick / personal leave balance (hours)/base hours per week) X \$200.00).

6.15 LEAVE WITHOUT PAY

- (a) Leave without pay for special circumstances will be available to all Employees at the discretion of the relevant General Manager and such leave will not constitute a break in the continuity of service of the Employee.

PART 7 - CORPORATE UNIFORM / PERSONAL PROTECTIVE EQUIPMENT

7.1 CLOTHING – OUTDOOR Employees

- (a) Clause 7.1 applies to those Employees who are required to perform their work, either wholly or substantially outside and those Employees who are required to perform their work either wholly or substantially indoors and whose work requires the issue of a corporate uniform as PPE.

- (b) The Council agrees to provide an initial issue of 5 shirts and 5 trousers including corporate logos, with an additional issue of 3 per year. In addition, fair wear and tear will be taken into consideration. All uniforms must be worn in line with WH&S standards for UV protection, PPE and Corporate presentation standards.

7.2 CLOTHING – INDOOR Employees

- (a) Clause 7.2 applies to those Employees who are required to perform their work, either wholly or substantially indoors, and whose work does not require the issue of a corporate uniform as PPE.
- (b) The Council will provide each Employee with an annual subsidy to a maximum of \$300 per person per annum for the provision of uniforms.

7.3 SAFETY FOOTWEAR

- (a) The Council will provide standard safety footwear to all Employees requiring such footwear in accordance with the Safety Footwear policy as amended from time to time. Special fit shoes will be provided at no cost to the Employee on production of medical advice. For those Employees working in severe adverse conditions (e.g. working with chemicals on a regular basis) appropriate footwear will be supplied at no cost to the Employee. Replacement of all safety footwear shall be on a fair wear and tear basis.

PART 8 – TRAINING AND DEVELOPMENT

8.1 COMMITMENT TO TRAINING

- (a) The Parties are committed to a highly trained and effective workforce and believe that training and development of staff is critical to job security as well as long-term development of the organisation.
- (b) The Council commits to the development and implementation of a Training and Development philosophy that will:-
 - (i) incorporate Council values into all levels of the organisation;
 - (ii) ensure full utilisation of current competencies and the development of future competencies of existing staff;
 - (iii) ensure all learning and development activities are aligned to the strategic objectives of the Council;
 - (iv) ensure relevant training and development that will support core business and focus on meeting corporate plans within budgetary guidelines;
 - (v) provide relevant training to all Employees to ensure that Employees are competent at using any new plant and equipment which is introduced at Council and is relevant to the role that each Employee performs with the Council;
 - (vi) provide Employees with the opportunity to access formalised, accredited training to enable them to apply for higher level positions as they become available; and
 - (vii) provide the opportunity to participate in the development of a personal development plan in line with regular performance appraisals.
- (c) The Council also commits to training a pool of staff engaged in existing positions to be plant operators. These staff, once trained, will relieve permanent plant operators who are absent on annual leave, long service leave and extended sick / personal leave, as and when required.

8.2 TRAINING OUT OF HOURS

- (a) Training and skill development will generally be carried out in normal working hours. However, in order to meet normal workloads and commitments, training after hours will remain an option. When organising training outside of normal working hours, the Council shall have regard to each Employee's family responsibilities.
- (b) Where parties agree, Employees may be requested, on a voluntary basis, to attend training outside of normal working hours on 2 occasions, of no more than 8 hours duration each, during each financial year.

- (c) Where Employees agree to attend training in accordance with clause 8.2(b), payment for attending such training will be at ordinary time rates.
- (d) Training outside of normal working hours can only be scheduled to occur on a workday evening or, on a Saturday between the hours of 7:30 am and 4:00 pm.
- (e) Training cannot occur on a Sunday or public holiday.
- (f) Where Employees are directed to attend training outside of normal work hours other than in accordance with clause 8.2(b), the Employees will be paid at overtime rates.
- (g) The time that Employees spend attending training outside of normal work hours will be included as part of the time allowed as a minimum break between shifts.

PART 9 –DISPUTE RESOLUTION

9.1 GRIEVANCE / DISPUTE RESOLUTION PROCEDURE

- (a) The objective of this procedure is to resolve grievances/disputes through discussion and negotiation. Wherever possible, a resolution of grievances/ disputes should be achieved through discussion at the local level.
- (b) In the event of a grievance/dispute arising, the Employee, in the first instance, should approach the immediate supervisor and discuss the problem with a view to resolving it at that level.
- (c) If the grievance/dispute remains unresolved, it should be referred to the next level of management and where the grievance/dispute involves an industrial organisation member, the local industrial organisation representative for discussions.
- (d) If the grievance/dispute remains unresolved, it should be referred to senior management and where the grievance/dispute involves an industrial organisation member, an official of the relevant Trade Union for discussions.
- (e) Where practicable, the steps outlined in clauses 9.1(b) to 9.1(d) herein should take place within 7 days.
- (f) If the grievance/dispute remains unresolved, discussions should take place between the industrial organisation and the Local Government Association. If these discussions are unsuccessful, the matter should be referred to the Queensland Industrial Relations Commission for arbitration or conciliation.
- (g) Either party may seek the advice and/or assistance of their respective representatives at any time.
- (h) Either party may raise the issue to a higher stage at any time having regard to the issue involved.
- (i) In the event of any grievance or dispute arising between an Employee and the Council, work shall nevertheless continue in the usual manner whilst the above procedures are carried out, except where there are genuine matters of health, safety or gross misconduct involved which require otherwise.
- (j) Where a genuine health and safety issue exists, an Employee shall not work in an unsafe environment but, where appropriate, shall accept re-assignment to alternative suitable work / work environment.

PART 10 – MISCELLANEOUS

10.1 EXTERNAL OPPORTUNITIES

- (a) The Parties agree that any implementation of National Competition Policy (NCP) reforms including, but not limited to, full cost pricing and commercialisation, will, subject to Council policy, be used to support the pursuit of external opportunities in the local and wider marketplace.
- (b) The Parties commit to cooperate to improve competitiveness on the basis that this will maintain internal work and improve the likelihood of winning external work thereby enhancing long term employment security for the workforce.

10.2 EXTERNAL BENCHMARKING

- (a) The Parties agree that Council may also benchmark its activities against other Queensland Local Governments that provide services similar to that of Council. The Council may use benchmarking to determine ways of improving the productivity and efficiency of its workforce.
- (b) This clause will not be used as a precedent for the contracting out of work performed by Council Employees.

10.3 TEMPORARY EMPLOYMENT

- (a) In order to encourage the engagement of Employees on a permanent basis over other forms of employment, the Council will ensure that temporary Employees will be notified at the point of engagement of the start date and completion date of their appointment.
- (b) Temporary Employees will only be used in situations where it is:-
 - (i) for short-term engagement (less than 12 months) for the purposes of leave relief; or
 - (ii) for emergent circumstances where other forms of employment are impracticable (including, but not limited to, extended periods of sick / personal leave, workers compensation or family leave).

10.4 USE OF LABOUR PROVIDERS

- (a) Casual labour will be engaged directly and/or through an external labour provider, for situations where fulltime employment is not appropriate or required including, but not limited to, sick / personal leave, long-term Workcover absences of more than two (2) days, and periods of peak workloads surplus to the daily normal workload.
- (b) Casual labour will be used to fill base grade positions, except where qualified Employees are not available casual labour may be used to fill higher-level positions.
- (c) Where suitably qualified Employees are not available to fill higher level positions, a training plan will be developed to provide additional training in those areas as soon as practicable.
- (d) In engaging a labour hire firm, Council will have a formal agreement that the Employees of the labour hire firm shall be paid at a rate at least equal to the wages of the Council's own workforce.

10.5 CONTRACTORS

- (a) Council commits to maintaining a fully utilised, competitive day labour workforce with the most productive and efficient use of plant supplemented from time to time with contractors to allow flexibility in the delivery of services to the community.

10.6 EQUALISATION OF OVERTIME

- (a) The Parties agree to work together to develop a system to allow all Employees within a distinct gang or section of the Council equal access to overtime that may become available from time to time.
- (b) Council Employees within a gang or section will be given the first option to accept or reject available overtime, which shall be referred to as station overtime. If the required number of Employees within a station do not accept the offer to work overtime, then the shortfall in numbers will be sought by offering overtime to Employees outside the station.
- (c) It is agreed that overtime should be minimised wherever possible and that this clause does not apply to a rostered call-out situation or to a situation in which extraordinary or excessive overtime is being worked by Employees at one or more stations.

10.7 OUTSIDE DEPOTS / FACILITIES

- (a) In exchange for the inclusion of the equalisation of annual leave provision now contained in clause 6.6 of this Agreement, the Employees have agreed to the inclusion of this clause in the Agreement.
- (b) Where practicable, a Combined Smoko and a ½ hour lunch break are to be taken on the relevant worksite, and not at an established depot, provided that Employees who are required to remain at the worksite will be provided with:-
 - (i) shelter;
 - (ii) a toilet; and

(iii) wash facilities.

(c) Where it is not practicable to provide such facilities, Employees will be permitted to travel to the nearest appropriate facility where shelter, a toilet and wash facilities are available.

10.8 SIGNATORIES

SIGNATORIES

Signed for and on behalf of **Cairns Regional Council** Noel Briggs
 In the presence of Jo-Ann Ward

Signed for and on behalf of The Australian Workers’ Union of Employees, Queensland Garry John Ryan
 In the presence of:..... Stacey Lee Schinnerl

Signed for and on behalf of The Construction, Forestry, Mining and Energy,
 Industrial Union of Employees, Queensland Michael Ravbar
 In the presence of:..... Kath Nettleton

Signed for and on behalf of the Queensland Services, Industrial Union of Employees David Smith
 In the presence of:..... Michelle Robertson

Signed for and on behalf of the Automotive, Metals, Engineering,
 Printing and Kindred Industries Industrial Union of Employees, Queensland Andrew Dettmer
 In the presence of:..... Elizabeth Barlow

Signed for and on behalf of The Electrical Trades Union of Employees Queensland..... Richard Williams
 In the presence of:..... Kerry Inglis

Signed for and on behalf of the Plumbers & Gasfitters Employees’ Union Queensland,
 Union of Employees Bradley O’Connell
 In the presence of:..... Craig Darlington

Signed for and on behalf of the Federated Engine Drivers’ and Firemen’s
 Association of Queensland, Union of Employees Michael Ravbar
 In the presence of:..... Kath Nettleton

Signed for and on behalf of Liquor Hospitality and Miscellaneous Union,
 Queensland Branch, Union of Employees Gary Bullock
 In the presence of:..... Fiona Scalon

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

SCHEDULE A**CAIRNS REGIONAL COUNCIL**
(CCC Employees)**STATE AWARD WAGE RATES****(as at 01/07/2008)**

A percentage (%) wage increase in line with the Australian Bureau of Statistic Wage Price Index Catalogue number 6345 based on the annual movement for the Public Sector of the latest March Quarter of the calendar year or 4%, whichever is greater, will apply from the first pay period commencing on or after 1 July 2009, 1 July 2010 and 1 July 2011 respectively.

	<i>Annual</i>	<i>Weekly</i>
LGE 2	\$35,793.06	\$688.33
LGE 3	\$36,597.13	\$703.79
LGE 4	\$37,419.47	\$719.61
LGE 5	\$38,229.63	\$735.19
LGE 6	\$39,904.77	\$767.40
LGE 7	\$41,573.82	\$799.50
LGE 8	\$43,431.69	\$835.22
LGE 9	\$45,149.46	\$868.26

- RATES **DO NOT INCLUDE** NORTHERN DISTRICT ALLOWANCE OR SITE ALLOWANCE

CAIRNS REGIONAL COUNCIL

STATE AWARD WAGE RATES

(as at 01/07/2008)

A percentage (%) wage increase in line with the Australian Bureau of Statistic Wage Price Index Catalogue number 6345 based on the annual movement for the Public Sector of the latest March Quarter of the calendar year or 4%, whichever is greater, will apply from the first pay period commencing on or after 1 July 2009, 1 July 2010 and 1 July 2011 respectively.

BUILDING TRADES

PLUMBER, CARPENTER, PAINTER (BT1) \$39,534.83 *pa*

LICENSED PLUMBER (BT21) \$41,441.44 *pa*

- RATES **INCLUDE** NORTHERN DISTRICT ALLOWANCE AND SITE ALLOWANCE.

ENGINEERING AWARD

TRADESPERSON C9 (ET090) \$39,959.37 *pa*

TRADESPERSON C8 (ET080) \$41,628.42 *pa*

TRADESPERSON C7 (ET070) \$43,486.29 *pa*

TRADESPERSON C6 (ET060) \$46,934.02 *pa*

- RATES **INCLUDE** NORTHERN DISTRICT ALLOWANCE.

CAIRNS REGIONAL COUNCIL
(CCC Employee)
FEDERAL AWARD WAGE RATES

(as at 01/07/2008)

A percentage (%) wage increase in line with the Australian Bureau of Statistic Wage Price Index Catalogue number 6345 based on the annual movement for the Public Sector of the latest March Quarter of the calendar year or 4%, whichever is greater, will apply from the first pay period commencing on or after 1 July 2009, 1 July 2010 and 1 July 2011 respectively.

	<i>Annual</i>	<i>Weekly</i>
LGO11	\$37,609.97	\$ 723.27
LGO12	\$38,498.66	\$ 740.36
LGO13	\$39,551.05	\$ 760.60
LGO14	\$40,698.32	\$ 782.66
LGO15	\$41,861.38	\$ 805.03
LGO16	\$43,036.88	\$ 827.63
LGO21	\$44,245.11	\$ 850.87
LGO22	\$45,621.59	\$ 877.34
LGO23	\$46,853.55	\$ 901.03
LGO24	\$48,086.61	\$ 924.74
LGO31	\$49,316.31	\$ 948.39
LGO32	\$50,546.00	\$ 972.04
LGO33	\$51,777.94	\$ 995.73
LGO34	\$53,007.64	\$1,019.38
LGO41	\$54,238.46	\$1,043.05
LGO42	\$55,469.28	\$1,066.72
LGO43	\$56,701.22	\$1,090.41
LGO44	\$57,932.04	\$1,114.08
LGO51	\$59,162.86	\$1,137.75
LGO52	\$60,394.80	\$1,161.44
LGO53	\$61,624.49	\$1,185.09
LGO61	\$63,676.24	\$1,224.54
LGO62	\$65,729.10	\$1,264.02
LGO63	\$67,779.72	\$1,303.46
LGO71	\$69,831.45	\$1,342.91
LGO72	\$71,882.07	\$1,382.35
<u>LGO73</u>	\$73,932.68	\$1,421.78
<u>LGO81</u>	\$76,397.70	\$1,469.17
<u>LGO82</u>	\$78,855.95	\$1,516.46
<u>LGO83</u>	\$81,320.97	\$1,563.86
<u>LGO84</u>	\$83,631.31	\$1,608.29
<u>LGO85</u>	\$85,940.51	\$1,652.70
<u>LGO91</u>	\$85,085.70	\$1,636.26
<u>LGO92</u>	\$87,817.22	\$1,688.79
<u>LGO93</u>	\$90,548.74	\$1,741.32

CAIRNS REGIONAL COUNCIL
(DSC Employee)
FEDERAL AWARD WAGE RATES

(as at 01/07/2008)

A percentage (%) wage increase in line with the Australian Bureau of Statistic Wage Price Index Catalogue number 6345 based on the annual movement for the Public Sector of the latest March Quarter of the calendar year or 4%, whichever is greater, will apply from the first pay period commencing on or after 1 July 2009, 1 July 2010 and 1 July 2011 respectively.

	Annual	Weekly
LGO11	\$38,646.85	\$ 743.21
LGO12	\$39,182.94	\$ 753.51
LGO13	\$39,948.83	\$ 768.25
LGO14	\$40,806.59	\$ 784.74
LGO15	\$41,680.61	\$ 801.55
LGO16	\$42,572.13	\$ 818.69
LGO21	\$43,519.88	\$ 836.92
LGO22	\$44,466.13	\$ 855.12
LGO23	\$45,412.36	\$ 873.31
LGO24	\$46,358.60	\$ 891.51
LGO31	\$47,303.61	\$ 909.68
LGO32	\$48,383.44	\$ 930.45
LGO33	\$49,463.25	\$ 951.22
LGO34	\$50,579.18	\$ 972.68
LGO41	\$51,695.33	\$ 994.14
LGO42	\$52,812.95	\$1,015.63
LGO43	\$53,930.57	\$1,037.13
LGO44	\$55,048.18	\$1,058.62
LGO51	\$56,164.33	\$1,080.08
LGO52	\$57,281.95	\$1,101.58
LGO53	\$58,399.56	\$1,123.07
LGO61	\$60,261.27	\$1,158.87
LGO62	\$62,122.99	\$1,194.67
LGO63	\$63,986.17	\$1,230.50
LGO71	\$65,847.88	\$1,266.31
LGO72	\$67,709.60	\$1,302.11
LGO73	\$69,571.32	\$1,337.91
LGO81	\$71,806.55	\$1,380.90
LGO82	\$74,040.32	\$1,423.85
LGO83	\$76,275.54	\$1,466.84
LGO84	\$78,372.70	\$1,507.17
LGO85	\$80,469.86	\$1,547.50

CAIRNS REGIONAL COUNCIL
(DSC Employee)

STATE AWARD WAGE RATES

(as at 01/07/2008)

A percentage (%) wage increase in line with the Australian Bureau of Statistic Wage Price Index Catalogue number 6345 based on the annual movement for the Public Sector of the latest March Quarter of the calendar year or 4%, whichever is greater, will apply from the first pay period commencing on or after 1 July 2009, 1 July 2010 and 1 July 2011 respectively.

	Annual	Weekly
LGE 2	\$37,526.31	\$721.66
LGE 3	\$38,091.44	\$732.53
LGE 4	\$38,662.01	\$743.50
LGE 5	\$39,227.15	\$754.37
LGE 6	\$40,408.06	\$777.08
LGE 8	\$42,890.58	\$824.82
LGE 9	\$44,145.90	\$848.96

- **RATES DO NOT INCLUDE NORTHERN DISTRICT ALLOWANCE OR SITE ALLOWANCE**

CAIRNS REGIONAL COUNCIL
(CCC Employee)

LOCAL AUTHORITY THEATRES
STATE AWARD PAY RATES

(as at 01/07/2008)

A percentage (%) wage increase in line with the Australian Bureau of Statistic Wage Price Index Catalogue number 6345 based on the annual movement for the Public Sector of the latest March Quarter of the calendar year or 4%, whichever is greater, will apply from the first pay period commencing on or after 1 July 2009, 1 July 2010 and 1 July 2011 respectively.

Assistant Theatre Technician	\$33,454.20
Ticket Seller	\$30,682.60
Senior Ticket Seller	\$32,198.92
Theatre Technician	\$36,761.40
Theatre Usher	\$29,927.04
Senior Theatre Technician	\$37,456.12
Trainee Theatre Technician	\$20,217.60
Front of House Co-ordinator	\$49,834.69

- **RATES DO NOT INCLUDE NORTHERN DISTRICT ALLOWANCE**

SCHEDULE B

CAIRNS REGIONAL COUNCIL FEDERAL AWARD WAGE RATES

A percentage (%) wage increase in line with the Australian Bureau of Statistic Wage Price Index Catalogue number 6345 based on the annual movement for the Public Sector of the latest March Quarter of the calendar year or 4%, whichever is greater, will apply from the first pay period commencing on or after 1 July 2009, 1 July 2010 and 1 July 2011 respectively.

	<i>Annual</i>	<i>Weekly</i>
LGO11	\$38,646.85	\$ 743.21
LGO12	\$39,182.94	\$ 753.51
LGO13	\$39,948.83	\$ 768.25
LGO14	\$40,806.59	\$ 784.74
LGO15	\$41,861.38	\$ 805.03
LGO16	\$43,036.88	\$ 827.63
LGO21	\$44,245.11	\$ 850.87
LGO22	\$45,621.59	\$ 877.34
LGO23	\$46,853.55	\$ 901.03
LGO24	\$48,086.61	\$ 924.74
LGO31	\$49,316.31	\$ 948.39
LGO32	\$50,546.00	\$ 972.04
LGO33	\$51,777.94	\$ 995.73
LGO34	\$53,007.64	\$1,019.38
LGO41	\$54,238.46	\$1,043.05
LGO42	\$55,469.28	\$1,066.72
LGO43	\$56,701.22	\$1,090.41
LGO44	\$57,932.04	\$1,114.08
LGO51	\$59,162.86	\$1,137.75
LGO52	\$60,394.80	\$1,161.44
LGO53	\$61,624.49	\$1,185.09
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LGO63	\$67,779.72	\$1,303.46
LGO71	\$69,831.45	\$1,342.91
LGO72	\$71,882.07	\$1,382.35
<u>LGO73</u>	\$73,932.68	\$1,421.78
<u>LGO81</u>	\$76,397.70	\$1,469.17
<u>LGO82</u>	\$78,855.95	\$1,516.46
<u>LGO83</u>	\$81,320.97	\$1,563.86
<u>LGO84</u>	\$83,631.31	\$1,608.29
<u>LGO85</u>	\$85,940.51	\$1,652.70
<u>LGO91</u>	\$85,085.70	\$1,636.26
<u>LGO92</u>	\$87,817.22	\$1,688.79
<u>LGO93</u>	\$90,548.74	\$1,741.32

SCHEDULE C

CAIRNS REGIONAL COUNCIL
STANDBY FOR EMERGENCY WORK/
ON-CALL AGREEMENT

- (1) This Agreement shall apply to all Employees who are engaged to participate in Standby/Call out Roster.
- (2) (a) Employees required to standby for emergency work outside ordinary working hours shall be paid a daily allowance of \$35 per day. This rate will apply as from the signing and acceptance of the terms and conditions of this agreement.

If the Award provisions or Certified Agreement provisions in relation to standby rates are increased to a greater amount than that stated in this Agreement, then the greater amount will apply.

This allowance shall be indexed to the Wage Price Index as at the March quarter and applied at 1 July of each year or the safety net of 4% whichever is higher.

- (b) For the purpose of this clause, a standby employee shall mean an Employee who, outside ordinary working hours, is required to respond to emergency call outs at all times during the period of the rostered standby.
- (3) (a) Employees on rostered standby, 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. However, the Employee must return home within a time that is reasonable having regard to the nature of the emergency work that was required to be performed and the distance that the Employee was required to travel to attend the call out. Payment shall be calculated in accordance with the appropriate award, but such payment shall not be less than three hours salary at the minimum rate provided by clause 3(b).
- (b) The minimum rate of pay applying to all call outs payable under this Agreement equivalent to and covered under the Queensland Local Government Officers Award 1998 and Council's Certified Agreement will be Level 4 Inc 1 at appropriate overtime rates.
- (c) The minimum payment of 3 hours at the minimum rate provided by clause 3(b) shall apply to each call out, provided that the Employee has returned to his/her home prior to the second or subsequent call out responded to during the period or day.
- (d) For the purpose of (3) (c), a "period" is defined as the time between finishing the ordinary day's work and the commencing of the ordinary day's work the next day. For the purpose of (3) (c), a "day" shall mean a Saturday, Sunday or Public Holiday.
- (e) An Employee whose period of on call duty includes or coincides with a Public Holiday shall receive the equivalent of one day normal pay time in addition to the normal time pay for the Public Holiday.
- (f) **(Information Services only)** An Employee contacted by phone and who provides phone support or remote support shall be paid a minimum of 30 minutes at ordinary time rates. Time worked beyond the initial 30 minutes will attract a payment in respect of the actual time worked.
- (g) **(Information Services only)** Cairns Regional Council will reimburse the cost of initial ADSL connection (Broadband) for an on call Employee and monthly connection fee. Employees will be required to submit reimbursement expense claim on a monthly basis. Should an Employee no longer participate in the on call roster the reimbursement will cease.
- (4) An Employee required to standby for emergency work outside ordinary working hours shall be provided with a Council mobile telephone, or some other form of communication, for use on Council business during the period of the standby.

- (5) An Employee required to standby for emergency work outside ordinary working hours shall be provided with a Council vehicle to enable an immediate response to the emergency call out.

The use of the vehicle, a utility, shall be in accordance with Category 4 of the Council's policy on private use of motor vehicles.

(Information Service Officers only) A Motor Vehicle Allowance shall be paid, on a per kilometre basis, in accordance with the Queensland Local Government Officers Award 1998 Clause 12.5 "Motor Vehicle Expenses", where an Employee is required to attend their normal place of work to attend a call out.

- (6) Rosters shall be prepared and Employees advised at least one month in advance of the requirement for the Employee to be on standby for emergency work.

Rosters will be prepared on weekly cycles with one (1) Employee being on call for each week of the cycle.

The call out agreement and above roster cycle is conditional on a minimum of four (4) Employees in acceptance of this agreement.

- (7) The call-out officer for each call-out will record call-outs to show date, time, name of employee, details of job, rectification or action taken and actual hours worked. This record shall be kept in the relevant manager's office.
- (8) These conditions may be amended from time to time to meet the requirement of the position of Stand By Employee, provided that any changes proposed will first be discussed with the Employees concerned.

SCHEDULE D

UNPLEASANT WORKING CONDITIONS ALLOWANCE (UPC) WORK INSTRUCTION

INTENT

This work instruction is to be used by Managers / Supervisors / Gangers when deciding the applicability of the Unpleasant Conditions Allowance (UPC) for work performed by Employees.

BACKGROUND

The need for this protocol has arisen from the different way supervisors interpreted the application of this allowance, which is NOT an award allowance.

UPC was initiated by Council to address the issue to State Award Employees engaged as Gardeners / Labourers within Munro Martyn Park and the Esplanade.

The payment was to cover the collection of faeces and vomit and was not for general rubbish collection or the picking up of syringes.

AWARD PROVISION

No Award provision applies.

UPC is not an Award allowance but an allowance that has been established and created by Council and covers circumstances where Employees come into contact with faeces, nappies, urine, putrescible waste (where no other award provisions apply) and vomit and in the absence of other units allocated to deal with things.

The allowance is paid at time and a quarter and is applicable for weekend/overtime or after hour shifts.

OBJECTIVES OF THE ALLOWANCE

The objective of this allowance is;

- a) To identify tasks and /or types of work those attract the payment of “Unpleasant Conditions”;
- b) To detail the penalty rate applicable to specific tasks and /or types of work;
- c) To provide consistency in the application and payment of the Unpleasant Conditions” allowance.

PAYMENT OF ALLOWANCE

UPC is approved and paid via the Employee’s daily timesheet.

UPC is paid at the rate of time and a quarter.

UPC is not payable where the Award provides for an allowance for such disability.

STEPS TO BE FOLLOWED BY SUPERVISORS WHEN DECIDING TO APPROVE UPC

- It is not an automatic allowance and is paid via the Employee’s daily timesheet on a case-by-case situational basis.
- Where an Employee makes a claim for Unpleasant Working Conditions, the supervisor must either approve or decline such claim for this allowance.
- Council recognises that isolated incidents may occur where Employees are subject to extraordinary unpleasant conditions and where this occurs written justification must be indicated on the timesheet to support such claim for supervisors to approve.

This is to be limited to the following situations where an appropriate work unit/crew cannot be allocated to complete request such as;

- To make a job site safe;
 - To complete a work item when it is expedient / necessary to do so;
 - Emergency situations.
- Employee and supervisors must ensure that the appropriate personal protective clothing is available and worn.

- It is possible that in many of the above situations where the crews have donned protective clothing as instructed by the supervisor; no claim for Unpleasant Conditions Allowance would be warranted.

SCHEDULE E

AGREEMENT TO CHANGE HOURS OF WORK AND EMPLOYMENT CONDITIONS TO ENABLE A NINETEEN DAY WORKING FOUR WEEK PERIOD TO APPLY

1. INTERPRETATION

In the interpretation of this Schedule E, unless there is something in the subject matter or context to the contrary,

- (1) Clause headings shall not affect the interpretation of this Agreement;
- (2) Words importing the singular or plural number shall be read as importing the plural or singular number and any gender shall include all genders;
- (3) "Council" shall mean the Council of the City of Cairns;
- (4) "Employee" shall mean a full time employee of the Council employed in accordance with the terms and conditions of the Award.
- (5) "Four Week Period" shall mean a period of four (4) consecutive weeks commencing on and from the Commencement Date.

2. APPLICATION OF AGREEMENT

- (a) This Agreement shall apply to all employees (other than those excluded from its operation pursuant to sub-clause (b), (c) or (d) of this clause) employed in a full time capacity in accordance with the terms and provisions of the Cairns Regional Council Certified Agreement 2008.
- (b) Provided that it can be demonstrated the Chief Executive Officer may exclude an Employee from the provisions of this Agreement where the inclusion of such Employee would, in the demonstrated opinion of the Chief Executive Officer, prejudice the efficient operation of the Council's business.
- (c) The Chief Executive Officer may at any time suspend an employee from the provisions of this agreement for operational requirements.
- (d) An employee may elect not to participate in the nineteen (19) day four (4) week arrangement as per Clause 4.2 "Rostered Day Off" of the Cairns Regional Council Certified Agreement 2008.

3. HOURS OF DUTY – 36.25 HOURS A WEEK

Each employee working one hundred and forty-five (145) hours in each four (4) week period, the ordinary hours of duty including mid-morning and mid-afternoon tea breaks of 10 minutes duration each but excluding a lunch break shall be seven hours and thirty-eight minutes per day Monday to Friday (inclusive) (hereinafter called the "Agreed Hours") with the difference between Award ordinary hours and Agreed hours being held in accordance with Clause 5 herein. Employees are required to be at their respective workstations ready to start work at the agreed commencing time.

4. HOURS OF DUTY - 38 HOURS A WEEK

Employee working one hundred and fifty-two (152) hours in each four (4) week period, the ordinary hours of duty including mid-morning and mid-afternoon tea breaks of 10 minutes duration each but excluding a lunch break shall be eight hours per day Monday to Friday (inclusive) (hereinafter called the "Agreed Hours") with the difference between Award ordinary hours and Agreed hours being held in credit for application in accordance with Clause 5 herein. Employees are required to be at their respective work stations ready to start work at the agreed commencing time.

5. RDO ACCRUAL

- (a) RDO time will accrue at .05263158 hrs per hour booked for each of the following:
 - Normal Time
 - Paid Sick / Personal Leave
 - Paid Jury Service Leave
 - Paid Training Leave
 - Public Holidays

Example employees paid for 19 days, the RDO entitlement will be as follows;

- For 36.25 hour week employees is $19 \times 7.25 \text{ hrs} \times .05263158 = 7.25 \text{ hrs}$ accrued RDO time.

– For 38 hour week employees is $19 \times 7.6 \text{ hrs} \times .05263158 = 7.6 \text{ hrs}$ accrued RDO time.

- (b) Each employee covered by this Agreement shall apply the hours held in credit toward one day off in each and every four week period (hereinafter called the “Rostered Day Off”) in accordance with a roster authorised by the relevant manager / supervisor PROVIDED THAT if at the time of taking the Rostered Day Off there is insufficient time in credit to amount to seven hours and fifteen minutes (36.25 hrs a week employees) or seven hours and thirty-six minutes (38 hrs a week employees) as the case may be then such shortfall shall be taken as annual leave.
- (c) Federal Award Employees may accumulate up to 5 RDO’s with the approval in advance of the relevant supervisor. Once 5 RDO’s have been accrued the relevant Branch Manager will direct the Federal Award Employee to take such RDO’s. It is to be noted that the intent is that accrual of RDO’s is to be the exception rather than the rule.
- (d) Notwithstanding anything contained herein, the Chief Executive Officer may require any employee to work on the Rostered Day Off where in the opinion of the Chief Executive Officer such work is necessary.

6. OVERTIME

Subject to this Agreement, for the purpose of Clauses 13 “Hours of Work” and 15 “Overtime” of the Award, the hours provided for in Clause 3 and Clause 4 herein shall be as applicable to the ordinary working hours per day, the ordinary weekly hours, the spread of ordinary hours per day and the ordinary hours of duty.

7. SICK / PERSONAL LEAVE

- (a) Sick / personal leave debits shall be equivalent to the duration of time the employee would have worked under this Agreement had the employee not been on sick / personal leave. For example permanent full time employees accrue 3 weeks sick / personal leave per year at 7.25 hours a day. Due to RDO’s accruing during periods of paid sick / personal leave, sick/personal leave shall be debited at 7.63 hours (7.25 hours + 0.38 hours) per day based on 36.25 hour week. For a 38 hour a week employee 8 hours (7.6 hours + 0.4 hours) shall be debited.
- (b) Notwithstanding the above, during the four week period in which sick / personal leave is taken, an employee shall be entitled to take the Rostered Day Off with no reduction in sick / personal leave credits.
- (c) An employee who falls sick on the Rostered Day Off shall not receive any further day in lieu thereof.
- (d) Any employee who is absent on Sick / Personal Leave either immediately prior or after the taking of a Rostered Day Off based on demonstrated performance issues, may be required by the Chief Executive Officer to produce a Medical Certificate by a duly Authorised Medical Practitioner.

8. ANNUAL LEAVE

- (a) Annual leave debits shall not exceed the base ordinary award hours per day.
- (b) Notwithstanding the above, four-week periods in which annual leave is taken, an employee shall be entitled to take the Rostered Day Off with no reduction in annual leave credits.
- (c) As no RDO accruals occur during periods of annual leave, annual leave is debited at 7.25 hours a day for employees working 36.25 hour a week and debited at 7.6 hours a day for 38 hour a week employees.

9. HIGHER DUTIES

A day of relief in another employee’s position due to the absence of that employee on the Rostered Day Off shall not count as part of the qualifying period for higher duties purposes for that relieving employee nor as part of the relief period if that relieving employee otherwise qualifies.