

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Cairns Regional Council Certified Agreement 2012

Matter No. CA/2012/527

Commissioner Thompson

17 September 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 17 September 2012 the Commission certifies the following written agreement:

Cairns Regional Council Certified Agreement 2012 – CA/2012/527

Made between:

Cairns Regional Council

AND

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

The agreement was certified by the Commission on 17 September 2012 and shall operate from 17 September 2012 until its nominal expiry on 17 September 2015.

This agreement replaces Cairns Regional Council Certified Agreement 2009 (CA/2009/52).

By the Commission.

Commissioner Thompson



Cairns Regional
COUNCIL

CAIRNS REGIONAL COUNCIL CERTIFIED AGREEMENT 2012

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1. EBA ARRANGEMENTS & OPERATION

1.1. Title

1.1.1. This Agreement shall be known as the Cairns Regional Council Certified Agreement 2012.

1.2. Intent

1.2.1. Cairns Regional Council is committed to providing for community needs by ensuring the services and facilities Council provides are of the highest standards. Cairns Regional Council's mission statement is "Providing for today - Planning for tomorrow". Council aims to employ the best expertise available to meet the needs of the community and, simultaneously, to focus on the need to plan for future generations.

1.2.2. It is important to Council to be identified as an employer of choice, providing a range of remunerative and non-remunerative benefits to Employees. Council is concerned to develop a culture of trust between management and Employees, which provides a safe environment for all Employees to apply their knowledge and skills and to further develop their ability to serve the community.

1.2.3. The parties agree that the intent of this Agreement is to:

- 1.2.3.1. Improve productivity and efficiency within the Council.
- 1.2.3.2. Increase both accountability and responsiveness to the community and to deliver significant benefits to the customers of the Council.
- 1.2.3.3. Facilitate participation by Council management, Employees and their Unions and customers in the continuous improvement process, including the development of more efficient work practices and quality improvement initiatives.
- 1.2.3.4. Facilitate greater flexibility of working arrangements within the framework of this Agreement.
- 1.2.3.5. Ensure a contribution to local government reform, using a consultative approach.
- 1.2.3.6. Provide certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of the Agreement.
- 1.2.3.7. Provide the time, resources, processes and people for the above to occur.
- 1.2.3.8. Ensure that all Parties use their best endeavours to maintain employment security for all current Employees by developing a productive and competitive workforce.
- 1.2.3.9. 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.

1.3. Parties Bound and Coverage

1.3.1. 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:-

- 1.3.1.1. The Australian Workers' Union of Employees, Queensland (AWU);
- 1.3.1.2. The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU);
- 1.3.1.3. Queensland Services, Industrial Union of Employees (QSU);
- 1.3.1.4. Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMEPKU);
- 1.3.1.5. The Electrical Trades Union of Employees Queensland (ETU);
- 1.3.1.6. Plumbers & Gasfitters Employees' Union of Queensland, Union of Employees (PGEU);
- 1.3.1.7. Federated Engine Drivers' and Firemans' Association of Queensland, Union of Employees (FEDFA);
- 1.3.1.8. United Voice, Industrial Union of Employees, Queensland (UVQ);
- 1.3.1.9. The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA)

1.4. Operative Date and Duration

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

1.5. Definitions

“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.

“Officer Award Employees” means all Employees of the Council who are subject to the Award listed in Clause 1.6.2.4 of this Agreement.

“Immediate Family or Household” includes:

- Employee’s spouse, including a former spouse, a defacto spouse or former defacto spouse, (including a spouse of the same sex as the Employee); and
- A child, ex-nuptial child, step-child, adopted child, ex-foster child of the Employee or Employees’ spouse; and
- Parent, grandparent, grandchild, sister or brother of the Employee and of the Employee’s spouse (such as the Employee’s mother-in-law, father-in-law, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law); and
- Step-father, step-mother, (also big uncle or big aunt of an indigenous Employee) half-brother, half-sister, step-brother and step-sister of the Employee; and
- Those who permanently live in the Employee’s household.

“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 1.6.2.1, 1.6.2.2 and 1.6.2.3 of this Agreement.

“Connecting Program” means an ongoing service improvement initiative that uses data based problem solving and feedback from our customers to increase customer satisfaction and improve our work practices.

A Contractor is anyone who operates their own business or engages independently in a profession or trade either with or without employees and provides a service to Council for a specified period of time.

Labour Hire is the provision of outsourced skilled and unskilled workers hired by Council for short or long term positions. Labour Hire workers are employed by an external labour hire organisation, not Council to whom they provide labour on a hire period basis.

1.6. Award Relationship

1.6.1. This Agreement shall be read and interpreted wholly in conjunction with the terms of the parent Awards listed below as they stood as at the certification date of this Agreement. Provided that where there is any inconsistency between the expressed terms of this Agreement and the terms of the parent Awards listed below as they stood as at the date of certification of this Agreement, the expressed terms of this Agreement shall take precedence to the extent of the inconsistency.

1.6.2. The parent Awards include:

- 1.6.2.1. Local Government Employees (excluding Brisbane City Council) Award – State 2003
- 1.6.2.2. Engineering Award – State 2002
- 1.6.2.3. Building Trades Public Sector Award – State 2002
- 1.6.2.4. Queensland Local Government Officers Award 1998

1.6.3 To avoid doubt, should there be changes to the parent Awards listed above, it is the intention of the parties that such changes shall not affect the terms of this Agreement. However the parties commit to discussing transitional arrangements for any subsequent certified Agreement should there be changes to the parent Awards listed above during the life of this Agreement.

1.7. No Extra Claims

1.7.1. The parties to this Agreement agree that this Agreement represents a full and final settlement of all wages and conditions of employment for the life of this Agreement. During the life of this Agreement the parties agree that they will not seek any further claim/s for any industrial matter/s relating to wages or conditions except where consistent with a State Wage Case decision where Allowances are varied.

1.8. Access to Agreement

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

1.9. Employment Security / Voluntary Redundancy

1.9.1. Council is committed to continually improving the job security of all Employees, and maintaining a stable and productive workforce. Council commits to employment security by:

- 1.9.1.1. Training and educating Employees and providing retraining where appropriate;
- 1.9.1.2. Career development and equal opportunity;
- 1.9.1.3. Timely advice to the Parties and Employees about any significant re-allocation of labour; and
- 1.9.1.4. The Council continuing to manage its workforce to achieve efficiencies and continuous improvement of work practices;

1.9.2. Council is committed to employment security for its Employees through no forced redundancies. Council will not forcibly retrench any Employee for the duration of this Agreement. While it is acknowledged that positions may be restructured as a result of organisational and technological change, this will be managed in the first instance through natural attrition, redeployment/retraining, job redesign, and then voluntary redundancy only as a last resort.

1.9.3. The objectives of this clause are:

- 1.9.3.1 to maintain, where possible, Employees whose positions have become redundant in continued employment within Council;
- 1.9.3.2 to retrain such Employees where necessary;

- 1.9.3.3 to set the minimum voluntary redundancy compensation to be paid to Employees who accept a voluntary redundancy when offered; and
- 1.9.3.4 to assist Employees to find employment outside the service of Council.
- 1.9.4 Where it appears that a position or positions are likely to become redundant the Council shall, at the earliest practicable time, commence consultation per clause 2.1 of this Agreement.
- 1.9.5 In addition to 1.9.4 the following will be provided to the Union/s:
 - 1.9.5.1 the reasons for the position or positions being redundant;
 - 1.9.5.2 the number, classification, location and details of the redundant position or positions;
 - 1.9.5.3 presentation of an organisation plan of the work unit concerned.
- 1.9.6 Discussion with the Union/s shall include:
 - 1.9.6.1 the method of identifying positions as redundant, having regard to the efficient and economical working of the enterprise;
 - 1.9.6.2 advice and the timing of the advice to Employees.
- 1.9.7 This clause shall not apply in any of the following circumstances:
 - 1.9.7.1 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
 - 1.9.7.2 where an Employee suffers a permanent injury or illness which renders that Employee otherwise incapable of continuing in employment; or
 - 1.9.7.3 where an Employee's services are terminated by reason of neglect of duty or misconduct; or
 - 1.9.7.4 where an Employee has been engaged in a casual capacity or on a short term basis, such as project employment; or
 - 1.9.7.5 where an Employee has not been engaged for a continuous period of a least 12 months.
- 1.9.8 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.
- 1.9.9 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 the actual rate, whichever is the earlier.
- 1.9.10 Upon a determination by the Council that an Employee's position has become redundant and redeployment cannot be achieved, such Employee shall be offered a voluntary redundancy.
- 1.9.11 The minimum voluntary redundancy payment is to consist of, the period of notice of termination as prescribed by the relevant Award and two (2) weeks per year of continuous service or part thereof with a maximum of fifty two (52) weeks applying. The Employee must receive as a minimum voluntary redundancy payment, an amount equal to the Employee's salary for four (4) weeks.
- 1.9.12 Eligible Employees are those for whom:
 - 1.9.12.1 suitable alternative employment cannot be found and;
 - 1.9.12.2 who have at least one (1) year's continuous service.
- 1.9.13 Compensation by way of voluntary redundancy benefit is compensation for loss of job security and it is not a resignation benefit.
- 1.9.14 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 accept a voluntary redundancy offer.

1.10. Grievance / Dispute Settlement Procedure

- 1.10.1. The objective of this procedure is to resolve grievances/disputes through discussion and negotiation. Wherever possible a resolution to grievances/disputes should be achieved through discussion at the local level.
- 1.10.2. It is Council's preference to resolve grievances through a conciliatory process wherever possible.
- 1.10.3. In the event of a grievance/dispute arising, the Employee, in the first instance, should approach their immediate supervisor and discuss the problem with a view to resolving it at that level.
- 1.10.4. 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.
- 1.10.5. 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.
- 1.10.6. Where practicable, the steps outlined in clauses 1.10.3 to **Error! Reference source not found.** herein should take place within 7 days.
- 1.10.7. If the grievance/dispute remains unresolved, discussions should take place between the industrial organisation and the Chief Executive Officer (CEO). If these discussions are unsuccessful, the matter should be referred to the Queensland Industrial Relations Commission for conciliation or arbitration.
- 1.10.8. Either party may seek the advice and/or assistance of their respective representatives at any time.
- 1.10.9. Either party may raise the issue to a higher stage at any time having regard to the issue involved.
- 1.10.10. 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.
- 1.10.11. 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.

2. COMMUNICATION AND CONSULTATION

2.1. Consultation Process

- 2.1.1. Council is committed to open discussion and direct consultation, equally with Employees and the Unions about workplace issues that have significant effects on them, Council's key structured mechanisms for Employee communication and consultation include, but are not limited to the:
 - 2.1.1.1. Joint Consultative Committee (JCC)
 - 2.1.1.2. 'Your Voice' Staff Consultative Forums
- 2.1.2. General communication with Employees and Union delegates will be through department, branch or work unit group meetings, newsletters and the intranet for direct Employee feedback.
- 2.1.3. Industrial matters impacting on employment terms and conditions will be communicated via the most appropriate mechanism(s) which will be influenced by the nature and scale of the matter or proposed changes.
- 2.1.4. "Significant effects" include termination of employment, major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.
- 2.1.5. Where Council is considering implementing changes that are likely to have significant effects on Employees covered by this Agreement, Council will advise the affected Employees, their nominated representative and the relevant Unions of the proposed change as soon as practicable after the proposal has been made. Council will advise the affected Employees, their representatives and the relevant Unions of the likely significant effects on those Employees. Council will advise of the rationale and intended benefits of any such change, provided that Council shall not be required to disclose confidential information the disclosure of which would be contrary to Council's interests. Council will regularly

consult with affected Employees, their nominated representatives and relevant Unions and give prompt consideration to matters raised by the Employees or their representatives and where appropriate provide training for the Employees to assist them to adapt to the relevant changes. In accordance with this clause, Employees or their representatives and relevant unions may submit alternative proposals to meet the indicated rationale and benefits of the proposal. Such alternative proposals must be submitted in a timely manner so as to not to lead to an unreasonable delay in the introduction of any contemplated change.

- 2.1.6. If such a proposal is made, Council must, give genuine consideration to the Employees, their representatives or relevant Unions proposal, and provide a written explanation where Council does not accept the alternative proposal.
- 2.1.7. Where a business decision is made by Council to implement structural, operational or technological changes which does not result in a significant effect, the consultation requirements of this clause will not apply.
- 2.1.8. Such issues will be discussed in a spirit of cooperation and trust to ensure that Employees and the Unions have an opportunity to raise workplace issues, to receive sufficient information on issues that affect them, to have an opportunity to contribute their views on those issues and to have meaningful involvement in decision making. Council will use a variety of mechanisms to communicate and consult with Employees and the Unions on workplaces issues.

2.2. Joint Consultative Committee (JCC)

- 2.2.1. The JCC will act as a consultative body in relation to workplace issues and proposed Human Resource (HR) policy development, amendment and implementation. The JCC will meet quarterly or at other intervals as necessary and mutually agreed by the parties. The JCC will be a single Joint Consultative Committee to facilitate consultation and negotiation between Council and Union parties; and to implement the Agreement.
- 2.2.2. Responsibilities will include:
 - 2.2.2.1. Providing leadership and consultation on strategic employment matters across Council, and other acceptable matters as they arise;
 - 2.2.2.2. Providing relevant information, statistics and reports relevant to the matters being considered;
 - 2.2.2.3. Facilitate a culture of continuous improvement that is Employee focused, based on evidence and best practice;
 - 2.2.2.4. Foster a collaborative approach with all relevant stakeholders;
 - 2.2.2.5. Model appropriately a 'No Blame' culture;
 - 2.2.2.6. The application of Risk Management processes to aid decision making by identifying priorities and allocating resources as appropriate to reduce the exposure and/or to maximise potential opportunities;
 - 2.2.2.7. Improved organisational and Union communication and transparency where responsibility for safety and continual improvement permeates all levels of the organisation, with clearly understood reporting and accountability;
 - 2.2.2.8. Explore and discuss initiatives for improving the quality employment practices across Council;
 - 2.2.2.9. With respect to grievances or disputes raised within JCC meetings these will be managed in accordance with Clause 1.10 – Grievance / Dispute Settlement Procedure of the Agreement.
 - 2.2.2.10. A standing agenda item will be the provision, by Council to the JCC, of a written quarterly report of the organisation's employment numbers as at that quarter, for discussion. The report will provide a break-down of the employment numbers per department/branch/unit and the categories of employment within Council i.e. full time, part time, casual, temporary and contract. The report will also identify the number of vacant positions including position titles.
 - 2.2.2.11. The JCC will comprise representatives of management, a Union organiser from each Union covered by this Agreement and Union delegates representing each Union's membership within

Council. The JCC is the primary Council consultative body in relation to workplace reform and other strategic employee relations issues.

- 2.2.2.12. An Employee who is a member of the JCC will be allowed reasonable time off during working hours for the conduct of any representative functions. The Employee must discuss the need to leave their work area with their supervisor before doing so. For the purposes of assisting JCC in carrying out its function under this Agreement, Council will provide the Employees on JCC with reasonable use of Council provided email and other resources necessary to fulfil their duties in accordance with Council policies and protocols. To inform members of JCC in respect to the views of staff, Council will ensure that Employees have reasonable use of meeting rooms, telephones and networked computer access.
- 2.2.2.13. The term of the JCC will expire upon formation of a Single Bargaining Unit for the purpose of negotiating a future enterprise Agreement prior to the expiry of this Agreement. From that point in time the SBU in addition to negotiating a future Agreement will carry out the consultative functions performed previously by the JCC until such time as the future Agreement is certified.

2.3. Single Bargaining Unit (SBU)

- 2.3.1. For the purpose of negotiating a future Certified Agreement for Cairns Regional Council, a Single Bargaining Unit will be established six months prior to the expiry of this Agreement and will consist of:
 - 2.3.1.1. The CEO or Acting CEO,
 - 2.3.1.2. Three (3) management representatives
 - 2.3.1.3. One (1) Union organiser from each of the Unions listed in Clause 1.3 of this Agreement
 - 2.3.1.4. One (1) QSU lead negotiator
 - 2.3.1.5. Two (2) QSU delegates
 - 2.3.1.6. Two (2) AWU delegates
 - 2.3.1.7. One (1) Union delegate from each of the remaining Unions listed in Clause 1.3 of this Agreement
 - 2.3.1.8. Additional Employees, Union representatives or management representatives may attend the SBU to advise the SBU members on any issue subject to discussion. The SBU Chair must be advised in writing, seven (7) days in advance of the meeting of the proposed additional representative/s to attend, and of the matter proposed to be discussed.

2.4. Your Voice Committees

- 2.4.1. The principle of consultation will be extended within the organisation through the “Your Voice” workforce consultation process to improve Employee communications with upper management, generate ideas and facilitate problem solving at the local level.
- 2.4.2. The “Your Voice” Committee program does not have scope to be directly involved in industrial relations matters, matters pertaining to employment terms and conditions, Occupational Health and Safety (OH&S) issues/incidents or in Customer Service Quality process review functions. These functions are served by Council’s Joint Consultative Committee, Risk Watch Forum and Connecting Program respectively. In dealing with these matters, should they be raised at a “Your Voice” committee, a standard administrative form will be used by all committees to transfer the issues or suggestions from the “Your Voice” committee forum where they have been raised, to the correct forum for action. Representatives from each committee will meet quarterly to review processes that will include ensuring the committees understand and operate within their approved scope and further define this where required.
- 2.4.3. The “Your Voice” strategy will support departmentally based and democratically elected consultative committees, each supported by a general manager sponsor and a process coach enabling the committees to deal with the unique issues pertinent to their work areas. The structure and function of the committee is provided for within Council policy. Committees will discuss issues, find solutions where possible and follow a document management process which ensures management feedback is received and

communicated to Employees. Council's People and Organisational Development Branch will provide ongoing review and support of the strategy which will be a documented and Executive approved strategy and available to all staff on Council's intranet site.

2.4.4. Employees elected to "Your Voice" committees will be allowed reasonable time during normal working hours to attend committee meetings and for the conduct of any representative functions. The Employee must discuss the need to leave their work area with their supervisor before doing so.

2.4.5. For the purposes of assisting "Your Voice" committees in carrying out their function as consultative forum, Council will provide the committees with reasonable use of Council provided email and other resources necessary to fulfil their duties in accordance with Council policies and protocols. To inform members of "Your Voice" committee outcomes and in respect to gathering the views of Employees, Council will ensure that Employees have reasonable use of meeting rooms, telephones and networked computer access to ensure minutes of the meetings are uploaded to the intranet within a reasonable time frame.

2.5. Union Representation & Membership

2.5.1. It is agreed that the Union representative shall be introduced to new Employees as part of the induction process. The Council will allow Union delegates adequate time and agreed resources, inclusive of meeting rooms, during normal hours to attend to legitimate Union business, provided that such time shall be arranged with the Union delegate's supervisor.

2.5.2. It is agreed to continue the present practice of deducting Union membership fees from wages/salary by way of payroll deduction, as authorised by the Employee concerned. Such monies shall be forwarded to the respective Union, together with any necessary documentation to enable the reconciliation and crediting of such monies on behalf of the Employee concerned.

2.6. Union Right Of Entry

2.6.1. 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 with appropriate notice for the following purposes:

- 2.6.1.1. Meeting with workplace delegates; and
- 2.6.1.2. Meeting with members of staff; and
- 2.6.1.3. Meeting with relevant management teams on matters associated with this Agreement or current industrial workplace issues; and
- 2.6.1.4. To conduct Union business matters or matters incidental to Union business.

2.7. Plant Procurement / Replacement

2.7.1. 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.

2.7.2. 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:

- 2.7.2.1. consultation is to occur prior to commencement of any tender or specification action;
- 2.7.2.2. 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;
- 2.7.2.3. 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.

- 2.7.3. 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.
- 2.7.4. Capital expenditure requests must be submitted by 31 October of each year to be considered for inclusion in the following year's operating budget.

3. USE OF CONTRACTORS AND LABOUR HIRE TO PROVIDE WORKPLACE FLEXIBILITY

3.1. Use of Contractors

- 3.1.1. Council commits to maintaining as a first priority a fully utilised, permanent day labour workforce but which may be supplemented from time to time with external contractors where particular skill sets are not available within Council's workforce, or where it is in the public interest to do so. In the ongoing use of contractors that are engaged by Council, from the date of certification the safety requirements as applied to Council's Employees will be implemented through the continuous improvement of contract processes and tender specifications.

3.2. Use of Casual Labour Hire

- 3.2.1. Contract casual labour will be engaged directly and/or through an external labour provider, for situations where Council considers permanent employment is not appropriate. Such situations may include, but are not limited to backfilling sick / personal leave or long-term WorkCover absences, or during periods of peak demand on Council services.
- 3.2.2. Council will, through contractual arrangements, require directly contracted casuals or casual labour hire staff through an external labour provider to comply with Councils work requirements inclusive of the quality of OH&S standards and personal protective equipment standards.
- 3.2.3. In engaging directly contracted casuals or through an external labour provider firm, Council will have a formal Agreement that the directly contracted casuals or Employees of the labour hire firm shall be paid at a rate at least equal to the wages of the Council's own workforce.

4. STANDARD EMPLOYMENT

4.1. Nineteen (19) Day Month

- 4.1.1. Standard hours of work for Council Employees will be worked over 19 days within a 4 week period.
- 4.1.2. Employees of Council working the 19 – Day Month standard default hours must observe the working hours arrangements as they apply to Employees subject to the Local Government Officers' Award and State Awards listed in 1.6.2.1, 1.6.2.2 and 1.6.2.3 as specified in Schedule 1 of this Agreement:
- 4.1.3. The default standard hours of work for Employees working a 19 day month are:
- | | |
|-----------------------------------|--------------------|
| 4.1.3.1. State Award Employees | 8.00 hours per day |
| 4.1.3.2. Officers Award Employees | 7.63 hours per day |

4.2. RDO Buy -Out

- 4.2.1. Employees subject to the Local Government Officers' Award on a salary scale Level 5 or above, that had previously taken the option to forgo participation in the RDO process related to the 19 Day Month in exchange for a percentage increase equivalent to the hours worked based on the formula below, known as RDO Buy-Out, and which is applied as the base wage for the subject Employees to be applied to all superannuation, annual leave and other entitlements, will remain on this arrangement for the life of this Agreement, while the Employee remains on the original 19-Day Month arrangement:-

$$12 \text{ RDOs per annum} \times 7.25 \text{ hours} = 87 \text{ hours per annum}$$

$$36.25 \text{ hours/week} \times 52 \text{ weeks} = 1885 \text{ hours per annum}$$

$$87/1885 \times 100 = 4.61\%$$

Base salary X 1.0461% = new base salary without RDO.

4.2.2. The provisions of Clause 4.2.1 will not be offered further to any Employees of Council for the life of this Agreement. Should an Employee subject to the provisions of Clause 4.2.1, adopt employment arrangements available under the provisions of this Agreement, other than the 19 Day Month arrangement, they will no longer be eligible for RDO Buy Out arrangement for the life of this Agreement.

4.3. Part Time Work

4.3.1. Part-time Employees are those who work less than full-time hours.

4.3.2. The minimum shift for a part-time Employee is 3 hours.

4.3.3. Part time Employees receive, on a pro-rata basis, equivalent pay and conditions to those of full-time permanent Employees who do the same kind of work.

4.3.4. At the time of engagement, Council and the Employee will agree in writing on the number of ordinary hours to be worked per week and this will be specified in the Employee's contract of employment with Council.

4.3.5. The agreed number of ordinary hours per week may only be amended by mutual Agreement, after reasonable notice, and will be recorded in writing.

4.3.6. Any amendment to the normal weekly pattern of work will be by Agreement with the Employee/s directly affected after reasonable notice is given.

4.3.7. Where an Employee and Council agree in writing, full-time employment may be converted to part-time employment on a permanent basis or for a specified period of time. If such an Employee transfers from full-time to part-time all accrued entitlements will be maintained. Following transfer to part-time employment accrual will occur in accordance with the clauses relevant to part-time employment.

4.3.8. Part-time employment can include job sharing; where two Employees undertake the work of the equivalent of one (1) position on a part-time basis i.e. two part-time positions equalling the equivalent of one (1) full-time role. Job sharing can only occur with the Agreement of Council and the two Employees concerned.

4.3.9. A part-time Employee who works in excess of their rostered ordinary hours will be paid for all such excess hours worked in accordance with overtime as provided in the relevant Award.

4.4. Secondments

4.4.1. This Agreement provides for secondments as placements where an Employee may be placed temporarily in a position at the same or higher level where the Employee meets the requirements of the position.

4.4.2. Secondments will enable Employees to develop new, or enhance their existing competencies, and enable Council to utilise an Employee's unique knowledge and skills. Secondments will take place by mutual Agreement between the Employee, the Employee's substantive manager and the manager of the area seeking the secondment. The secondment arrangement shall be documented in a written Agreement between the Employee and the department sponsoring the secondment.

4.4.3. This Agreement provides that a manager has the ability, in consultation with the department or branch staff members and if necessary, other managers, to temporarily second staff within their own department or branch to best meet customer demand and/or service outcomes. A secondment cannot be for more than 12 months. Secondments may be advertised through an Expressions of Interest process within the organisation.

4.4.4. A secondment may be to an internal position or to an external organisation and any secondment to an external organisation shall be treated as leave without pay and will not constitute a break in service for the purposes of calculating long service leave.

4.4.5. On completion of a secondment, the permanent Employee will return to their substantive position and level.

4.5. Temporary Employment

4.5.1. 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.

4.5.2. Temporary Employees will only be used in situations where it is:-

- 4.5.2.1. For short-term engagement (less than 12 months) for the purposes of leave relief; or
- 4.5.2.2. 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.

5. LEAVE PROVISIONS

5.1. Annual Leave

5.1.1. The Parties recognise the inequality of the different annual leave provisions currently contained in the Awards listed in Clause 1.6.2 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.

5.2. Annual Leave Entitlement

5.2.1. The provisions of this clause will apply to full time permanent Employees, and to permanent part time Employees on a pro rata basis. This clause will not apply to casual Employees.

5.2.2. Employees will accrue annual leave on the following basis:

- 5.2.2.1. Employees who work an average 38 hour week will at the end of each year of employment accrue 190 hours (25 days x 7.6 hours) of annual leave
- 5.2.2.2. Employees who work an average 36.25 hour week will at the end of each year of employment accrue 181.25 hours (25 days x 7.25 hours) of annual leave.

5.3. Annual Leave Loading

5.3.1. An Employee entitled to annual leave as prescribed in Clause 5.2 shall be entitled to an annual leave loading payment equal to 17.5% of five (5) weeks of ordinary salary paid. Should an Employee not have accrued a full year of annual leave, the 17.5% loading will be applied on a pro rata basis to the period of leave accrued.

5.3.2. Employees have the option of annual leave loading being paid as a lump sum once per year. For this purpose the annual leave loading year shall be deemed to commence on 1 December each year and end on 30 November the following year.

5.3.3. For Employees who wish to avail themselves of this option, the annual leave loading shall be paid in the first full pay period after December 1 each year and shall be based on the period of time worked by Employees during the leave loading year.

5.3.4. Annual leave loading shall be calculated on the Employee's ordinary salary as at 30 November each year for the purposes of payment of leave loading in a lump sum only.

5.3.5. Employees who are employed on a permanent part time basis and who satisfy the provisions of this clause shall be eligible for payment of an annual leave loading on a pro-rata basis.

5.4. Exchange of Annual Leave Loading for Extra Annual Leave

5.4.1. Employees may choose to purchase 4.38 additional days of annual leave instead of receiving the annual leave loading. If an Employee converts annual leave loading to extra annual leave, they will forfeit their entitlement to payment of annual leave loading in the year in which the additional leave is credited.

5.4.2. Employees with less than the full 12 months leave loading credit may convert their available annual leave loading to annual leave on a pro rata basis.

- 5.4.3. Part-time Employees may convert their available annual leave loading to annual leave on a pro rata basis.
- 5.4.4. If Employees elect to purchase additional annual leave instead of receiving the annual leave loading, they will not receive the benefit of the concessional tax treatment currently afforded to leave loading payments.
- 5.4.5. The additional leave purchased will be credited to a special leave bank and is non-cumulative and must be taken prior to 31 December in any given year. Should an Employee fail to take the leave as required it will remain in the special leave bank and the Employee may make no further application to exchange leave loading for annual leave until the special leave bank is cleared.

5.5. Annual Leave Flexibility - Hardship

- 5.5.1. In circumstances, such as in a hardship case, Employees may apply to the CEO to grant approval to convert a period of accrued annual 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 annual leave. The CEO will have full discretion in these matters.
- 5.5.2. Annual leave at half pay cannot be used in conjunction with Clause 5.6.

5.6. Purchase of Additional Annual Leave – 48 / 52 Annual Leave

- 5.6.1. An Employee and Council may agree to enter into an additional annual leave arrangement whereby an Employee can purchase one (1) to four (4) weeks additional annual leave in each calendar year in accordance with Schedule three (3) of this Agreement. The Employee can agree to take a reduced salary spread over fifty two (52) weeks of the year and receive the following amounts of additional annual leave:

Number of weeks' salary spread over 52 weeks	Number of additional weeks leave purchased
48 weeks	4 weeks
49 weeks	3 weeks
50 weeks	2 weeks
51 weeks	1 week

- 5.6.2. Employees who have accrued annual leave in excess of 20 days or accrued long service leave in excess of 65 days are unable to apply for 48/52 annual leave unless they have approved arrangements to clear their excess leave within the 12 month period, such as part of a planned long-term break.
- 5.6.3. The additional leave purchased is to be taken subject to the Agreement of the Employee's General Manager and must not unreasonably impact on Council's operational requirements
- 5.6.4. The additional leave purchased will not be accrued year to year.
- 5.6.4.1. In order to pay for the purchased leave Employees will have an amount deducted from their gross salary each fortnight for a period of 26 pays (52 weeks). The amount deducted will result in a reduction in the Employee's taxable income.
- 5.6.4.2. The purchase of leave cannot be undertaken in conjunction with provisions of leave flexibility as provided in Clause 5.5.
- 5.6.5. The 17.5% leave loading will be paid on the Employee's normal salary rather than at the reduced rate after a leave purchase, to a maximum of five weeks paid annual leave.

5.7. Accumulated Annual Leave

- 5.7.1. Council encourages Employees to establish a balance between their working and personal lives. The purpose of annual recreation leave is to provide rest and recreation and to reduce personal health risks. Effective leave management is critical to the operation of Council and supervisors and managers are accountable for their Employees' leave and are required to have annual leave management plans in place.

All Employees are expected to participate in the negotiation of these plans and are encouraged to use all annual leave in the year it is accrued.

- 5.7.2. Council's general policy is that Employees should accumulate annual leave of no more than 50 days. Where an Employee accrues in excess of 50 days the Employee and their manager must clearly outline in the mutually developed plan the program to reduce the accumulation to below 50 days within the next 12 months.
- 5.7.3. Where such a plan is developed and not complied with or where mutual Agreement is unable to be achieved, as a last resort, an Employee may be directed, upon giving one months notice, to take annual leave accrued in excess of 50 days.
- 5.7.4. The development of annual leave plans will be a reportable key performance indicator for supervisors and managers and may be part of the supervisor or manager's Personal Development Review Process.

5.8. Christmas Close Down Period

- 5.8.1. Where the Council declares a closedown over the Christmas – New Year period, 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”), all Employees, unless otherwise directed, will be required to take paid or unpaid leave (if no other leave is available) for the period of the closedown. Employees may, at their discretion, elect to take one (1) or more of the following forms of paid leave during the closedown:
 - 5.8.1.1. Annual Leave;
 - 5.8.1.2. Purchased Annual Leave;
 - 5.8.1.3. Rostered days off ;
 - 5.8.1.4. Additional leave converted from leave loading;
 - 5.8.1.5. Time off in lieu; or
 - 5.8.1.6. Christmas Bank.
- 5.8.2. If Council is not agreeable to a Christmas Close Down Period, or operational requirements necessitate a work unit to be staffed, Council will direct a minimum operational level of Employees to work during the Christmas Close Down Period.
- 5.8.3. Council will advise all Employees of the arrangements for the Christmas Close Down Period by 1 October each year.

5.9. Christmas Bank

- 5.9.1. Employees engaged on standard 19 Day Month hours or 9 Day Fortnight flexible hours arrangements have the opportunity to request establishment of a *Christmas Bank* for the designated Christmas Close Down period as per Clause 5.8 above.
- 5.9.2. Where approved, Employees can accrue a *Christmas Bank* of RDO's from October 1 each year. The maximum Christmas Bank accrual for each calendar year is three (3) days.
- 5.9.3. *Christmas Bank* RDO's may only be used for the purpose of the Christmas Close Down period and will be automatically allocated to this purpose should an Employee enter into the arrangement.

5.10. Personal Leave - Sick Leave and Carers Leave

- 5.10.1. The provisions of this clause apply to full time and part time Employees (on a pro rata basis) but do not apply to casual Employees.
- 5.10.2. The provisions for the caring responsibilities for casual Employees will be per the applicable Award.
- 5.10.3. Paid personal leave is available to Employees, other than casual Employees, when they are absent:
 - 5.10.3.1. Due to personal illness or injury; or
 - 5.10.3.2. For the purpose of caring for an immediate family or household member who is sick and requires the Employee's care and support or who requires care due to an unexpected emergency;

- 5.10.3.3. The provision of 5.10.3.2 above is also applicable for a minimum of five (5) days in relation to Clause 5.18 – The Effect of Illness whilst on Annual Leave or Long Service Leave.

5.10.4. Employees will accrue personal leave on the following basis:’

5.10.4.1. Employees who work an average 38 hour week;

First 12 months: 91.2 hours (equals 12 days x 7.6 hours) per year

Subsequent years: 114 hours (equals 15 days x 7.6 hours) per year

5.10.4.2. Employees who work an average 36.25 hour week:

First 12 months: 87 hours (equals 12 days x 7.25 hours) per year

Subsequent years: 108.75 hours (equals 15 days x 7.25 hours) per year

- 5.10.5. Notice must be given to the employer as soon as practicable, which may be at a time before or after the leave has started, that the Employee is, or will be, absent from his or her employment.
- 5.10.6. Any absence on personal leave that exceeds two (2) consecutive days shall be contingent upon production by the Employee concerned of either a certificate from a duly qualified medical practitioner or other evidence of illness satisfactory to Council.
- 5.10.7. If it is deemed by the CEO, or the CEO’s delegate, following consultation with the Employee concerned, that a regular pattern of sick leave which is not supported by a medical certificate or other evidence to the Council’s satisfaction, exists which cannot be adequately explained by the Employee, then the Employee may be required to produce a medical certificate or other evidence to the Council’s satisfaction for any single day of sick leave for a period of no more than twelve (12) months. At the end of the period, each case will be reviewed as to the need for the continuation of the production of medical certificates / evidence for single sick days.
- 5.10.8. Whilst an Employee is on personal leave, (sick leave or carers leave) they shall not be eligible to participate in an On- Call roster, except in exceptional circumstances as detailed in Schedule 4 of this Agreement. Should an Employee rostered to be on call be required to take personal leave during the rostered period, the Employee must advise the relevant manager they will be unavailable so that alternate On-Call arrangements can be made.
- 5.10.9. 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.
- 5.10.10. In addition to the Carer’s Leave provisions of relevant Awards listed in 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.

5.11. Payment of Unused Personal Leave on Cessation of Employment

- 5.11.1. All Employees covered by this Agreement shall be entitled to part payment of unused personal leave on cessation of their employment provided that, at the time the Employee ceases employment with the Council, the Employee has accrued five (5) years of continuous service with Council or with other local governments in Queensland with whom we have a reciprocal Agreement.
- 5.11.2. The payment for unused 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:
- 5.11.3. Personal leave balance in hours / base hours per week x \$200.00.

5.12. Uncapping of Personal Leave

- 5.12.1. All Employees covered by this Agreement that are entitled to accrue Personal Leave will be entitled to accrue personal leave without capping of the total amount that can be accrued.

5.13. Paid Parental Leave

5.13.1. Paid Parental Leave is currently:

- 5.13.1.1. 6 weeks paid after completing 12 months of continuous service,
- 5.13.1.2. 10 weeks paid after completing 2 years of continuous service, and
- 5.13.1.3. 14 weeks paid after completing 3 years of continuous service

5.13.2. Clause 5.13.1 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.

5.13.3. 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 clauses of the relevant Awards. 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.

5.13.4. Employees eligible for parental leave may elect to take the paid leave component at half pay, up to a maximum of 28 weeks.

5.13.5. Paid parental leave will be effective from the date of commencement of parental leave and forms part of the 52 weeks parental leave entitlement.

5.13.6. 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.

5.13.7. 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.

5.13.8. 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.

5.13.9. 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.

5.13.10. If the parents elect for the non-birth 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 Clauses titled Family Leave in the relevant Awards, listed in Clause 1.6.2 of this Agreement.

5.13.11. All existing entitlements will accrue during this period of paid leave.

5.13.12. The employer shall consult with Employees on parental leave in relation to any proposed changes taking place in the workplace.

5.13.13. Employees are entitled to the above leave provisions in addition to any entitlements payable under the Federal Government Paid Maternity Leave Scheme based on their eligibility.

5.14. Time Off In Lieu Of Approved Overtime (TOIL)

5.14.1. Any Employee subject to the Queensland Local Government Officer's Award 1998 at Local Government Officer Level 5 and below or an Employee employed under the provisions of the Awards listed in Clause 1.6.2.1, 1.6.2.2 and 1.6.2.3, who has accrued an entitlement to an overtime payment

can elect to accept this overtime payment or may apply to their supervisor to have time off in lieu of the overtime (TOIL).

- 5.14.2. An Employee subject to the Queensland Local Government Officer's Award 1998 who is in receipt of a salary equal to or in excess of the first increment Level 6, upon claiming for overtime shall be given time off equivalent to time worked as TOIL.
- 5.14.3. For the general use of TOIL as described in 5.14.1 and 5.14.2, such time off would be on the basis of an hour for hour.
- 5.14.4. In instances where Employees are sought to represent Council at community events the CEO has the discretion to apply a loading to the TOIL accrued that equates to the overtime rate for the overtime worked. That is, if an Employee works overtime during a period that would normally attract a rate of 1.5 time in paid overtime in accordance with the relevant Award, then TOIL would accrue at the rate of 1.5 hours for each hour worked during the applicable period.
- 5.14.5. This arrangement in Clause 5.14.4 above is primarily to be applied when Employees are sought to represent or work for Council at the location and during the period of the Cairns Show and Mossman Show. The CEO will however, have discretion to apply a loading in relation to Clause 5.14.4 above for TOIL accrued during any other special community events where Council seeks Employees to work the necessary overtime.
- 5.14.6. For the purposes of clarity, all Employees entitled to choose TOIL may only do so when there is mutual Agreement. Council cannot direct an Employee to take additional hours worked as TOIL except for officers under the provision of Clause 5.14.2 above
- 5.14.7. In all other circumstances, TOIL will be taken as soon as possible at a mutually agreed time, consistent with the operational requirements and may be taken in whole days or part thereof.
- 5.14.8. A maximum of 5 days ordinary work time TOIL may be accrued at any one time.
- 5.14.9. Any accrued TOIL hours not taken within the period provided by the applicable Award shall be paid out at the relevant overtime rate
- 5.14.10. All overtime / TOIL claims are to be submitted via the Councils Employee on-line self-service system (Kiosk) or appropriate time sheet by the conclusion of the pay fortnight.
- 5.14.11. When taking a period of leave, Employees will be required to take TOIL accruals prior to accessing annual leave or long service leave.

5.15. Bereavement Leave

- 5.15.1. An Employee, other than a casual Employee, shall on the death of a member of their immediate family or household, as per the definition in Clause 1.5, shall be entitled, on notice, to paid 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 three (3) ordinary days of work. Proof of such death shall be furnished by the Employee to the satisfaction of the employer.
- 5.15.2. Casual Employees shall be entitled to three (3) days unpaid bereavement leave on the death of a member of their immediate family or household.
- 5.15.3. The list of family members provided for in the definition of immediate family or household in Clause 1.5 is not exhaustive and Council recognises that this may not meet that of all the cultural groups in Council's workforce. Management may also grant requests for bereavement leave in circumstances where the deceased is a person that occupied the same prominence in the Employee's life as a family member identified in the 'immediate family or household' definition in Clause 1.5. Where an Employee is obligated by their respective custom or religion to show their respect for a deceased person by participating in the burial ritual, but where for that purpose is not available under this clause, leave may be applied for as Cultural and Ceremonial Leave as provided in Clause 5.23.
- 5.15.4. In addition, an Employee may access other accrued paid leave, (including annual leave or TOIL), or unpaid leave when a person dies who is a member of the Employee's immediate family or household, or for whom an Indigenous community responsibility is culturally required of the Employee, and the period of bereavement leave provided is insufficient.

- 5.15.5. Bereavement leave can be taken from the time the Employee is notified of the death up to and including the day of the funeral. There is no requirement for the three (3) days bereavement leave to be taken consecutively.

5.16. Long Service Leave

- 5.16.1. The Parties recognise the inequality of the different long service leave provisions currently contained in the Awards listed in Clause 1.6.2 of this Agreement. To rectify this inequality, long service leave entitlements contained in Clause 5.16 of the Queensland Local Government Officers Award 1998 will apply to all Employees of the Council.
- 5.16.2. 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 ten (10) years of continuous service will apply.
- 5.16.3. Pro rata long service leave will be available upon termination of service after seven (7) years of continuous service.
- 5.16.4. On the anniversary of seven (7) years of service with Council, or at anytime thereafter, long service leave will be available.
- 5.16.5. Such leave will be calculated in accordance with the following formula:-
- 5.16.5.1. For service prior to 11/05/1964 at the rate of .65 of a week for each year of continuous service; and
 - 5.16.5.2. 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; and
 - 5.16.5.3. For service after 29/02/1996 at the rate of 1.3 weeks for each year of continuous service.
- 5.16.6. Clause 5.17 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.

5.17. Long Service Leave Flexibility

- 5.17.1. 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.
- 5.17.2. 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.
- 5.17.3. Employees are encouraged to seek professional advice as to the effect of electing to utilise clauses 5.17.1 and 5.17.2 of this Agreement on the Employee's superannuation entitlements and taxation obligations.
- 5.17.4. The normal approval process for taking leave will continue to apply irrespective of anything contained in Clause 5.17 of this Agreement.

5.18. The Effect of Illness Whilst On Annual Leave or Long Service Leave

- 5.18.1. 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 (5) 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.

5.19. Mid-Career Break

- 5.19.1. Council recognises that during a period of employment Employees may wish to pursue personal and professional opportunities that require an extended period of leave. Council agrees to offer Employees the opportunity to take a period of extended leave without pay as a mid-career break.
- 5.19.2. Employees may apply for a mid-career break for the following reasons:
 - 5.19.2.1. Professional or personal development opportunities
 - 5.19.2.2. Family responsibilities e.g. dependent care, elder care
 - 5.19.2.3. Significant social or community responsibilities e.g. volunteer work for a community organisation;
 - 5.19.2.4. Extended travel opportunities;
 - 5.19.2.5. Completing study; or
 - 5.19.2.6. Work experience in an organisation that does not pose a conflict of interest in relation to Cairns Regional Council
- 5.19.3. An Employee will be eligible for a career break when:
 - 5.19.3.1. The Employee has completed two (2) years of continuous service prior to commencing the mid-career break;
 - 5.19.3.2. All eligible annual leave including any accrued long service leave has been exhausted; and
 - 5.19.3.3. The Employee has submitted a written application to the CEO, which details the benefits to be gained from the mid-career break by both Council and the Employee, and the leave has been pre-approved by both the Employee's Branch Manager and General Manager.
- 5.19.4. The approval of a mid-career break application remains at the discretion of the CEO, who will take into consideration the Employee's performance, immediate operational requirements and associated benefits for the Council and the Employee.
- 5.19.5. Applications for mid-career break leave must be submitted at a minimum three (3) months prior to the date on which the Employee wishes to commence the leave.
- 5.19.6. At the conclusion of the approved mid-career break the Employee will be entitled to return to their previous position or an agreed position at the same level and status they held prior to taking the leave.
- 5.19.7. A mid-career break is not considered a break in continuity of service. However, long service leave, annual leave, superannuation, sick leave and other leave entitlements do not accrue during the mid-career break. Employees may make their own contributions to their superannuation fund during the period of the mid-career break. Any coverage of the superannuation death and impairment benefits would be as per individual policy conditions.
- 5.19.8. The length of a mid-career break may vary from six (6) weeks to twelve (12) months.

5.20. Leave Without Pay

- 5.20.1. Leave without pay for a period of no more than two (2) weeks 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.
- 5.20.2. Requests for more than two (2) weeks leave without pay must be submitted in writing to the Chief Executive Officer.

5.21. Special Natural Disaster Leave

- 5.21.1. Employees unable to attend work as a result of a declared natural disaster may be granted up to a maximum of three (3) days paid special natural disaster leave per annum (non-cumulative).
- 5.21.2. Special Natural Disaster Leave is available to staff under the following conditions and/or circumstances upon the declaration of a natural disaster situation affecting the Cairns Regional Council Local Government Area (LGA):
 - 5.21.2.1. Where the Employee must leave work early due to the likelihood that their normal mode of transport from work will likely be discontinued due to such disaster; or

- 5.21.2.2. Where the Employee has a genuine domestic necessity that requires them to leave early, remain at or return to their home; to prepare, protect or remove belongings etc from a personal dwelling or place of residence that may reasonably be affected by the disaster; or to another residence or premises to protect the safety of the Employees immediate family on account of such disaster; or
- 5.21.2.3. To make or organise temporary repairs, or to clean up etc. the Employees personal dwelling that has been directly damaged as a result of such disaster; or
- 5.21.2.4. Where due to such disaster an Employee is prevented from travelling from their place of residence to their usual place of employment on account that it would threaten the safety of the Employee if they were to attempt to attend for work by either their usual, or some other reasonably available means of transport; or
- 5.21.2.5. It is not reasonable for the Employee to attend for duty at another Council depot or office; or
- 5.21.2.6. They have advised, as soon as reasonably practicable, their supervisor of the circumstances.
- 5.21.3. Where a general and wide-spread threat of flooding, cyclone, bush fire or other natural occurrence is imminent and where a natural disaster has not been declared, the Chief Executive Officer will determine the appropriate response with regard to all staff who may be subject to one or more of the circumstances outlined in this clause. In that case, the Chief Executive Officer may provide a standard entitlement for all Employees to leave their place of work at a prescribed time/date and return to work at a prescribed time/date. Any variations by individual Employees to that period of leave may be considered on a case by case basis.
- 5.21.4. Where clauses 5.21.2 and 5.21.3 do not apply, and where an Employee is not able 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:
 - 5.21.4.1. Rostered day off
 - 5.21.4.2. Annual leave
 - 5.21.4.3. Time off in lieu or
 - 5.21.4.4. Leave without pay

5.22. Voluntary Emergency Services Leave

- 5.22.1. Cairns Regional Council recognises that during times of emergency there may be occasions where Council's support could significantly improve the ability of emergency services to provide assistance to the community.
- 5.22.2. This clause only applies to all permanent full-time and part-time Employees who are volunteer members of the Rural Fire Service (RFS), Marine Rescue, the State Emergency Services (SES), The Red Cross Queensland Emergency Services, The Queensland Ambulance Service, or the RSPCA.
- 5.22.3. Permanent full-time and part-time Employees of other voluntary services or any other Local or State Government body established during the emergency, who may offer assistance to recognised emergencies, may be considered on a case by case basis by the Chief Executive Officer.
- 5.22.4. Auxiliary fire fighters with the Queensland Fire and Rescue Service will not receive special leave under this policy as they receive payment for their service. However they will be paid a normal days salary and are required to provide the payroll unit with a copy of their remittance advice for the payment received. This amount will be deducted from the next available pay.
- 5.22.5. Employees who are eligible for Voluntary Emergency Services Leave shall be allowed up to three days (3) days paid special voluntary emergency services leave per calendar year (non-cumulative) to respond to emergency situations that endanger the community such as fire, flood and cyclone. This entitlement does not apply to time taken to attend training events, search and rescue activities, road crash rescue, incident management etc.
- 5.22.6. Special voluntary emergency services leave is separate to all other paid leave entitlements and as such will not be deducted from annual leave, personal leave or any other paid leave entitlements available to eligible Employees.

- 5.22.7. Any additional time required by an Employee to attend an emergency, in excess of the Special Leave entitlement, may be taken as Annual Leave, TOIL or RDO subject to the Branch Manager's discretion. Such leave will not be unreasonably refused.

5.23. Cultural & Ceremonial Leave

- 5.23.1. Council recognises that Employees from Indigenous, Culturally and Linguistically Diverse Backgrounds may be obliged to attend cultural and ceremonial events. Council agrees to support and recognise cultural diversity in the workplace, by allowing Employees to take up to 5 days of leave without pay as cultural leave for the purpose of attending legitimate ceremonial and cultural events.
- 5.23.2. Employees who wish to take Cultural and Ceremonial Leave must make a request to their immediate supervisor at a reasonable notice period prior to taking leave. Notice period may be shortened in circumstances where notice is not possible such as funeral ceremonies etc. Requests for Cultural and Ceremonial Leave should not be unreasonably refused.
- 5.23.3. An Employee may be requested to provide validation of the ceremony/event from an appropriate Cultural Authority.
- 5.23.4. Where ceremonial attendance is required away from work for more than five (5) days, an Employee can apply for accrued paid leave for which they are entitled to e.g. Annual Leave, RDO, TOIL or Special Leave.

5.24. Community Volunteer Leave

- 5.24.1. Cairns Regional Council in supporting the local community in engaging volunteers to support schools, communities, citizens and non-profit organisations, and recognising the commitment of Council Employees to engage in volunteer service, Community Volunteer Leave of up to two (2) days paid leave per annum, shall be granted to all Employees.
- 5.24.2. Leave not taken will be forfeited; it shall not be carried into the next calendar year.
- 5.24.3. Employees shall not be paid for any untaken Community Volunteer Leave on termination of employment.
- 5.24.4. Community Volunteer Leave does not apply to casual or temporary Employees.
- 5.24.5. Volunteer activities should preferably take place within the Cairns Local Government Area; however, consideration will be given for approval for leave of this type for volunteering activities outside of the Cairns Local Government Area.
- 5.24.6. Community Volunteer Leave may be made available to Employees from Indigenous and Culturally Linguistically Diverse Backgrounds for culturally significant events such as National Aboriginal and Islander Day, Journey of Healing Day (formerly *Sorry Day*), Referendum Day, Mabo Day and other cultural events, on the proviso that the Employee concerned is assisting a participating charitable Indigenous organisation in the conduct of the ceremonies or celebrations in a volunteer capacity.
- 5.24.7. Management approval of leave will be subject to consideration of operational requirements and will only be granted for volunteer work with community-based non-profit organisations and charitable groups or to community based groups at the CEO's discretion. People and Organisational Development will maintain a list of recognised and community non-profit organisations and charities as approved by the CEO.
- 5.24.8. Community Volunteer Leave will not be approved to assist an organisation which is primarily for sporting, recreational or social purposes, primarily for political, lobbying or promotional purposes or carrying on a commercial enterprise.
- 5.24.9. An Employee seeking approval to take Community Volunteer Leave must provide to the relevant manager written evidence from the registered charity or institution that the volunteer work is required.
- 5.24.10. After an Employee has taken granted Community Volunteer Leave, the Employee must also provide the relevant manager with written advice from the registered charity or institution that the Employee did in fact engage in the volunteer work at the time proposed in first seeking the approval.

5.25. Trade Union Training Leave

- 5.25.1. Paid leave of absence of up to five (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. FLEXIBLE WORKING ARRANGEMENTS

6.1. Family Friendly Flexible Working Arrangements

- 6.1.1. Council is committed to a flexible work practices culture that delivers equity in employment conditions for all Employees. Where Employees need access to flexible work arrangements it is encouraged these are negotiated with their manager and arrangements implemented that give the flexibility sought, while still providing responsive and accessible service to the Cairns community. Council seeks to engage with Employees in introducing the benefits from an acceptance of family-friendly working arrangements where, through mutual Agreement, higher productivity, reduced absenteeism, higher Employee morale and greater commitment to the organisation may be realised.
- 6.1.2. A Workplace Flexibility Agreement (WFA) can be reached in order to meet the genuine needs of Employees seeking flexible work arrangements. Flexibility provisions cannot be used to avoid Council's employment obligations or reduce the minimum entitlement and conditions set out in this Agreement and the relevant Award.

6.2. Workplace Flexibility Agreements

- 6.2.1. Workplace Flexibility Agreements (WFA) are Agreements reached between the relevant Unions, Employee/s and the Council to address specific issues relating to a group or category of Employee/s. A WFA is to allow sufficient flexibility for specific sections of the workforce giving increased flexibility in employment conditions in accordance with the needs of Employees, and also so that Council can provide cost effective and competitive services. A WFA is not intended to supplant or in any way reduce from the minimum work conditions set out in this Agreement or Award. The parties recognise that a WFA may vary the conditions of employment; however, when viewed as a whole an Employee must not be in an inferior overall position than they would be under the terms of this Agreement or the Award.
- 6.2.2. WFA's may be established to address a number of issues that include but are not limited to:
- 6.2.2.1. Nine (9) day fortnight;
 - 6.2.2.2. Flexible working hours ;
 - 6.2.2.3. Job share arrangements;
 - 6.2.2.4. Part time work;
 - 6.2.2.5. Working from home;
 - 6.2.2.6. Annualised hours;
 - 6.2.2.7. Annualised salary;
 - 6.2.2.8. Special projects;
 - 6.2.2.9. Transition to retirement.
- 6.2.3. The establishment of WFA's:
- 6.2.3.1. Is not to result in a diminution in customer or client service;
 - 6.2.3.2. Is to result in improved productivity and efficiency and/or enhanced customer or client service;
 - 6.2.3.3. Is not to result in direct or indirect cost increases to Council without the achievement of savings to off-set such costs;

- 6.2.3.4. Should constitute value for money;
 - 6.2.3.5. Will be the subject of both a business case and cost benefit analysis prior to approval by the Chief Executive Officer;
 - 6.2.3.6. Will not reduce Employee entitlements.
- 6.2.4. Council commits to ensuring that any WFA made in accordance with this clause is not in breach of any entitlements of Employees provided under the applicable Award relevant to the Employee or the provisions of this Agreement.
- 6.2.5. A WFA only applies to permanent full-time or part-time Employees, or Employees engaged in full-time temporary position of 6 months or more.
- 6.2.6. A WFA may provide for more than one of the methods of flexible working arrangement methods referred to in this Agreement or multiple WFA's may be simultaneously implemented for an Employee/s.
- 6.2.7. Where a new WFA (or a change to an existing WFA) is proposed, then the following is required:
- 6.2.7.1. If the parties determine a WFA is required, consultation with the Employees affected, Employee representatives or relevant Unions will occur in regard to the process and content in the development of such WFAs.
 - 6.2.7.2. 75% of Employees affected by a proposed WFA must agree to a new WFA or to a change to an existing WFA.
 - 6.2.7.3. The People and Organisational Development Branch will maintain a register of WFAs' related to this Agreement. This register will contain all WFA's. If a WFA is not contained in this register it will not be recognised by Council.
 - 6.2.7.4. All Employees directly affected by the WFA, including those who voted against it, and new Employees whose position will be directly affected by the WFA, will be bound by the WFA.
 - 6.2.7.5. The WFA will be in writing and will be subject to Agreement between the Council and the relevant Union(s), and signed by the Chief Executive Officer on behalf of Council and Branch/State Secretary of the relevant Union(s).
 - 6.2.7.6. Each WFA will be in operation for the life of this Agreement unless the WFA provides for its own termination provision, or is terminated by the parties at a mutually agreed earlier date.
 - 6.2.7.7. Due to significant operational changes a WFA may be terminated or amended, but only through appropriate consultation and mutual agreement between the parties.
 - 6.2.7.8. In the event a WFA is terminated in accordance with the provisions of this Agreement, any relevant Employee's terms and conditions of employment will, from the date the WFA ceases to have effect, revert to those terms and conditions that would apply to the relevant Employee pursuant to the relevant Award and this Agreement.
 - 6.2.7.9. The scope of areas covered by the WFA may include all, part of the work unit, section or team member/s as determined by the parties.
 - 6.2.7.10. The content of the WFA may be extensive and will examine all areas of employment conditions which may be considered beneficial to the Employees affected while providing improved and continuous efficiency and effectiveness of the workplace.
 - 6.2.7.11. The terms and conditions of a WFA must not cause, on an overall basis, a reduction in the terms and conditions of those Employees that are subject to it; to be assessed by reference to the relevant Awards and this Agreement, as they apply to the relevant Employees immediately prior to the making of the WFA.
 - 6.2.7.12. Where local initiatives have implications for other unit/s, representatives from the other unit affected will be invited to participate in the discussions; where local initiatives seek to alter the Award or this Agreement, the WFA will specify the clauses of the Award and/or this Agreement to be overridden as a consequence of the operations of the WFA.
 - 6.2.7.13. All WFA's made in accordance with the process detailed in this Agreement will be read in conjunction with this Agreement.

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

6.3. Annualisation of Hours

- 6.3.1. To cater for seasonal conditions, a WFA may be negotiated to improve services to customers during months of high demand and to adjust service capability appropriately in quieter months, or the "off" season. The extra hours worked during the peak may then be "banked" at the rate at which it was earned i.e. overtime or penalty rate.

- 6.3.1.1. Conditions that apply to a WFA that annualises hours:

- (a) Must be for maximum 12 month period and will be reviewed each year.
- (b) Annualised hours can be worked in no less than 10 months in any fiscal year.
- (c) Entering into an annualisation of hours WFA precludes the work Unit from entering into another WFA.

- 6.3.1.2. A WFA for annualisation of hours will be governed by the relevant Award requirements regarding:

- (a) Span of hours - as specified in the relevant Award
- (b) Maximum of hours worked before overtime is incurred per fortnight
- (c) Minimum hours worked per fortnight;
- (d) Banking of hours that take into account entitlements applicable to the time that is banked including overtime and allowances.
- (e) All leave banked must be taken prior to the commencement of the next peak season.

- 6.3.1.3. Each WFA for annualisation of hours will be reviewed annually by the relevant Manager with a recommendation made to the General Manager to either approve the WFA to continue or to end the arrangement. The review will consider the benefits and outcomes for both customers and Employees and a decision will be derived after consultation with affected Employees that has led to mutual Agreement in either continuing the arrangement for the following year or terminating the WFA.

6.4. Annualisation of Salary

- 6.4.1. Where Employees experience frequent changes to their workloads a WFA may be negotiated to annualise salaries. For the purpose of this Agreement, "annualisation of salary" means the calculation of a yearly rate of remuneration.

- 6.4.1.1. Conditions that apply to a WFA that annualises salaries:

- (a) May provide work in excess of the ordinary weekly hours up to 50 hours per week (100 per fortnight), where the annualised payment takes into account relevant entitlements applied to the hours worked, and is factored into the agreed annualised salary of the WFA;
- (b) All hours worked over 50 hours per week require documented prior approval from management before the additional hours are worked and payment of overtime is made.
- (c) The annualised salary is to factor in all allowances, mutually agreed upon, that the Employee would have had entitlement to under the Agreement.

- 6.4.1.2. The annualised remuneration shall be calculated using the formula:

- (a) Base Salary plus any penalties, allowances, overtime and rostered on-call arrangements divided by 52 weeks to give a weekly rate.
- (b) Hours in excess of the base hours historically or anticipated to be worked;
- (c) The value of the non-cash components of the salary or salary package;
- (d) Changes in work practices and technology.

- 6.4.1.3. The annualised salary rate shall be paid to the Employees whilst on all types of leave prescribed by the Agreement and relevant parent Award;
- 6.4.1.4. Standard annual superannuation contribution payable in terms of the Trust Deed governing the Local Government Superannuation Scheme shall be based on the Employee's ordinary time earnings as prescribed by the Australian Taxation Office which excludes annualised overtime payments.
- 6.4.1.5. An annualised salary WFA must be reviewed every 12 months, 4 weeks prior to the anniversary of the WFA.
- 6.4.1.6. The review will consider three criteria that must be met to enable continuance of the annualised salary WFA:
 - (a) The hours worked in the preceding year have been greater than 15% above normal ordinary working hours;
 - (b) The roles, responsibilities and operational requirements of the position have remained substantially unchanged during the preceding year; and,
 - (c) Whether the operational requirements are predicted to remain at the same level as the preceding year.
- 6.4.1.7. The termination of the WFA, will result in a return to the Employee's substantive position and classification salary as at the first pay period immediately following the date of termination.
- 6.4.1.8. Where after the annual review or during the life of an annualised salary WFA, it is mutually agreed that the existing annualised salary does not properly reflect the current work circumstances of the Employees, the Employees may:
 - (a) Return to their pre-annualised base salary; or,
 - (b) Remain on an annualised salary appropriately amended to better reflect changes in work practices or technology.
- 6.4.1.9. Where the General Manager, in consultation with the affected Employees, determines that a lower annualised salary is to apply, during the life of the WFA and this is mutually agreed, then:
 - (a) The revised annualised salary shall be calculated by the General Manager set out in clause 6.4.1.2 in this Agreement, and the affected Employees consulted accordingly;
 - (b) By mutual Agreement, the revised annualised salary shall be the figure used to calculate the amount of the first annual salary increase granted after the date of the determination ;
 - (c) The annualised salary WFA is amended per the requirements of this Agreement and the appropriate pay records and Employee letters of acceptance amended.
- 6.4.1.10. The calculation of any further annual salary increase shall be based on the revised annualised salary as amended by the addition of all other base salary increases Awarded between the date of the calculation and the date of the determination of the parties with consequent amendments made to pay records.
- 6.4.1.11. Details of the General Manager's determination and the current annual substantive salary or amended annual salary (whichever applies) shall be filed in the relevant Employee/s' personnel file, recorded in appropriate pay records and in an amended letter of acceptance to the Employee/s in relation to the amended WFA.

6.5. Special Projects Flexibility Arrangements

- 6.5.1. In a situation where a special project is required to be delivered by a set deadline, and where it would be beneficial to maximise effort for the timely completion of the special project, by mutual Agreement, made in advance between Council and a 75% majority of Employees in a branch, or work unit, whichever is applicable, an WFA can be entered into to meet these project needs.
- 6.5.2. The Special Project WFA is to be identified and agreed to prior to commencement of the arrangements it contains.

6.6. Nine (9) Day Fortnight

- 6.6.1. For the purposes of this Agreement, 9-Day Fortnight arrangements are to be contained within a WFA and mutually agreed between Employees, and their respective managers at a local work unit level minimum. Proposals to initiate 9-Day Fortnight arrangements may be made by Employees or management and if approved, will be formalised through the WFA process as per Clause 6.2 of this Agreement. Revised contracts of employment will be provided to those Employees that negotiate to be placed on 9-Day Fortnight flexible working arrangement.
- 6.6.2. It is agreed that Council will make all efforts to accommodate Employees seeking 9-Day fortnight flexible arrangements where possible. It is also agreed that some work units or branches of Council will be unable to participate in some specific 9-Day Fortnight work arrangements due to operational and service delivery requirements.
- 6.6.3. Where 9-Day Fortnight flexible workplace arrangements are introduced these will differ across various Council departments, branches and work units due to the influence of various operational and service delivery requirements.
- 6.6.4. Employees must be prepared to accept that rostered days off related to a 9-Day Fortnight arrangement roster may not always fall on either a Monday or a Friday. Where necessary, in some work units, for the continuity of work or where direct customer care is required the only option may be a full rolling roster where an Employee would be rostered off on a different day of the week in each two week period. This means the day taken as an RDO at each two week period will cycle through Monday to Friday.
- 6.6.5. Alternatively, a partial rolling roster such as a pattern of rolling three different days for RDOs being Monday, Wednesday and Friday, or a variation thereof, may be required to facilitate a 9 day fortnight..
- 6.6.6. RDO arrangements must be arranged in advance by mutual agreement between Employees and their managers and clearly displayed in a roster. Where possible there should be an even distribution of rostered days off. Where the RDO falls will be determined through a consultation and agreement between the manager and the Employee or 75% of the Employees where the implementation of a 9 day fortnight involves a work group. RDO's cannot be taken in advance.
- 6.6.7. Employees and their respective managers may negotiate a 9-Day Fortnight arrangement provided that it will meet, but not be limited to, the following criteria:
 - 6.6.7.1. Maintain customer service quality
 - 6.6.7.2. Support the work unit's operational procedures and responsibilities
 - 6.6.7.3. Be adaptable to changing job tasks
 - 6.6.7.4. Maintain effective operational communication and accountability
 - 6.6.7.5. Be understood by the participants as to the expectations of the arrangement
 - 6.6.7.6. Be based on the business merits of the individual proposal
 - 6.6.7.7. Maintain normal Council customer service hours
 - 6.6.7.8. Remain cost neutral in relation to routine overtime and on-call arrangements
 - 6.6.7.9. Provide for Employee safety, security, and supervision
 - 6.6.7.10. Preserve the public image of Council
 - 6.6.7.11. Be subject to a set roster that caters for operational and customer service needs
 - 6.6.7.12. Provide a Win / Win outcome for all stakeholders
- 6.6.8. Council will provide a 9-day Fortnight proposal template to Employees for the purposes of applying for a 9-day Fortnight workplace flexibility Agreement.

6.7. Nine (9) Day Fortnight Trials

6.7.1. Nine (9) Day Fortnight Trials (Existing) – State Award Employees

- 6.7.1.1. It is recognised by the parties that Council has undertaken a series of 9-Day Fortnight trials among outdoor Employees as was committed to in the Cairns Regional Council Certified Agreement 2009. It is understood between the parties that those trials conducted for outdoor Employees were reviewed and found to be sustainable due to meeting the assessment criteria set for these trials. It is agreed these arrangements will now stay in place for the outdoor

workforce, and will be subject to being formalised in Workplace Flexibility Agreements (WFA) effective for the life of this Agreement.

- 6.7.1.2. A program for the formalising of the 9-Day Fortnight arrangements currently in place in the outdoor workforce, into Workplace Flexibility Agreements, will be developed by the JCC with the target to have these Workplace Flexibility Agreements completed and in place by 1 July 2013.
- 6.7.1.3. The process in Clause 6.7.1.2 above, will, where appropriate, be subject to the provisions of Clause 2.1 "Consultation Process" of this Agreement.
- 6.7.1.4. State Award Employees will be classed as those Employees primarily working to the Awards listed in 1.6.2.1, 1.6.2.2 and 1.6.2.3 that conduct their work day in an open area or work depot. These provisions may be extended to include Officer Award Employees who supervise State Award Employees.

6.7.2. Nine (9) Day Fortnight Trials (Existing) – Officer Award Employees

- 6.7.2.1. It is recognised by the parties that Council has undertaken a series of 9-Day Fortnight trials among Officer Award Employees as was committed to in the Cairns Regional Council Certified Agreement 2009. The parties further agree that these trials are due to continue until certification of this Agreement.
- 6.7.2.2. From certification of this Agreement, these 9-Day Fortnight trial arrangements will be reviewed to assess their suitability in accordance with the criteria set out in Clause 6.6.7 and the KPIs specified in the original trial proposals.
- 6.7.2.3. For all new 9 day fortnight trials commencing after certification of this Agreement it is mandatory that by 30 June 2013 branch managers and general managers have appropriately reviewed these trials against Clause 6.6.7 and the KPIs specified in the original trial proposals in their areas of responsibility in accordance with the provisions of this Agreement. By the 30 June 2013, all trials will be either terminated, or formalised into a Workplace Flexibility Agreement in accordance with Clause 6.2 of this Agreement.
- 6.7.2.4. Where the trial 9 - Day Fortnight arrangements as described in 6.7.2.2 and 6.7.2.3 are, after review, found to be sustainable and are formalised in a WFA, it is mandatory that a Clause within the WFA will provide that the Agreement will continue to be subject to the criteria provisions in Clause 6.6.7 of this Agreement.
- 6.7.2.5. Branch managers and general managers will consult with their Employees to mutually review any 9-Day Fortnight arrangements within their area of responsibility, against the criteria in Clause 6.6 "9-Day Fortnight", to assess their suitability and sustainability.
- 6.7.2.6. A branch manager or general manager will have discretion, in accordance with the provisions of Clause 6.7.2.5 to direct the conduct of a review of any 9-Day Fortnight Flexible Workplace Arrangements within their area of responsibility, if their Employees involved, are presented with a case that reasonably demonstrates the criteria in Clause 6.6 "9-Day Fortnight", is failing to be met or that the arrangement will not be sustainable over the longer term due to projected operational changes, customer demand, financial constraints or other identified imperatives.
- 6.7.2.7. Any outcomes from reviews of 9-Day Fortnight trials must be discussed with the Employees involved and must be approved by the General Manager. If it is recommended that the Employees should return to standard hours arrangements or that the arrangements are modified in relation to RDO rosters as specified in Clause 6.6.4, Clause 6.6.5 and Clause 6.6.6 a reasonable consultative process must be observed with affected Employees addressed by both the branch manager and general manager.
- 6.7.2.8. Under the provisions of this Agreement, Employees that have been subject to a 9-Day Fortnight Trial, and have, after a review process in accordance with the provisions of this Agreement, been returned to standard working arrangements or had the 9-day fortnight arrangements significantly modified, they may submit a further proposal to adopt other flexible workplace arrangements as provided for by this Agreement, or, return to a 9-day fortnight arrangement should the prevailing conditions change to allow this.

6.8. Flexible Working Hours

- 6.8.1. Council is supportive of a flexible working hours system which provides Employees with the ability, at the local level, to accrue time off for additional hours worked and to choose flexible start and finish times within the span of ordinary hours that apply to the Employee's particular work unit.
- 6.8.2. In negotiating a genuine flexible hours Agreement between an Employee and the manager at a particular site or a particular work unit any flexibility arrangement agreed must not result in a reduction of the Agreement or Award provisions than the Employee would have been entitled to if no flexibility arrangement were agreed to.
 - 6.8.2.1. The flexible hours arrangement must be negotiated and contained within a WFA in writing and signed by the Employee and the general manager.
- 6.8.3. Council will ensure that a copy of the WFA is given to the Employee within 14 days of the arrangement being agreed.

6.9. Job Share Arrangements

- 6.9.1. Job sharing within Council will be an arrangement where Employees share one position. The parties agree to implement flexible job sharing arrangement within Council which may include:
 - 6.9.1.1. A permanent arrangement for an indefinite period
 - 6.9.1.2. A temporary arrangement for a fixed period of time
- 6.9.2. Existing Employees may make an application to their manager to convert their own position/s to a job share position/s. Applications for job share arrangements will be evaluated on a case-by-case basis and will be subject to operational requirements. Council will reserve the right to identify a position as not suitable for a job share arrangement.
- 6.9.3. Before approving job share applications Council management may consult with other Employees in the work unit about possible workload implications and how these implications could be addressed.
- 6.9.4. Where Council identifies positions that would suit job share arrangements and this would be of benefit to the organisation it will be noted in the job advertisement that job share applicants are encouraged to apply.
- 6.9.5. Council will give serious consideration to job-share applications for any advertised position where job share applicants are encouraged to apply on an equal basis with other applicants.
- 6.9.6. Job sharers are considered as separate part-time Employees, will have separate appointments and will be entitled to the same managerial commitment and support as other part-time Employees. The status, classification, nature and responsibility of a position will not alter whether a position is filled on a job share or individual basis.
- 6.9.7. Subject to this Agreement, Council will initiate a new contract of employment with each job sharer before their commencement that is in accordance with Council's standard in this regard, but will also include special considerations in relation to job share that will include, but not necessarily be limited to:
 - 6.9.7.1. The position description for the position;
 - 6.9.7.2. Number of hours to be worked by each job sharer;
 - 6.9.7.3. When the hours are to be worked ("hours of duty");
 - 6.9.7.4. Overlap time, if required;
 - 6.9.7.5. How public holidays are to be shared;
 - 6.9.7.6. The term of the arrangement; and
 - 6.9.7.7. The workload of job sharers will be commensurate with the agreed hours to be worked.
- 6.9.8. Individual performance and reclassification/promotion decisions will be based on the proportion of work appropriate to the number and nature of the hours worked.
- 6.9.9. In the case of absences on leave:

- 6.9.9.1. For short-term casual absence (e.g. personal leave) of one of the job sharers, the remaining job sharer may be approached or volunteer in the first instance to relieve for additional payment.
- 6.9.9.2. For planned or structured absence (e.g. recreation leave, leave without pay, long service leave) the job sharers may elect to take such leave conjointly. Should leave be taken separately the remaining job sharer may be approached to volunteer to relieve for additional payment.
- 6.9.9.3. Where a planned or structured absence of one job sharer is relieved by the remaining job sharer, the aggregate number of hours worked by the remaining job sharer will not exceed normal full-time hours.
- 6.9.9.4. When a Job Share Partnership ends prematurely such as the event that one job sharer vacates a job share position Council will initiate the following process:
 - (a) In the first instance, Council will decide whether the position should continue as a job share arrangement and/or offer the additional work to the remaining Employee on a full time or part time basis;
 - (b) If a job share arrangement is agreed to continue, Council will advertise for a replacement job share partner. If a job share partner cannot be found, Council will review the remaining job share position and determine whether the position can continue as part-time or that Employee is deployed into a position of similar pay level and status.
 - (c) If the job share arrangement is not to continue, Council will declare the remaining job share position as not required and the Employee is deployed into a position of similar pay level and status.
 - (d) A new job share contract of employment for each job sharer will be required where a new job share partner is appointed.

6.10. Telecommuting (Working From Home)

- 6.10.1. Home-based working arrangements may be initiated by the Employee or management and must be voluntary. The terms and conditions of employment between the employer and Employee that apply at the Employee's place of work also apply in the home-based work site including statutory provisions, such as Workplace Health and Safety and Workers Compensation.
- 6.10.2. Not all positions are suitable for home-based work. To assess the suitability of home-based work, the Employee needs to complete a memo/letter addressed to their Manager who will analyse and assess the suitability of both the relevant job and the Employee. Eligibility is determined in accordance with the following factors:
 - 6.10.2.1. Systems required to perform the Employee's role
 - 6.10.2.2. The amount of customer or other contact required in the Employee's role
 - 6.10.2.3. The nature of the work performed
 - 6.10.2.4. Working arrangements / requirements from other members of the department
 - 6.10.2.5. Whether the Employee's home is appropriate to allow effective, secure and safe working; and
 - 6.10.2.6. Any other relevant considerations
- 6.10.3. Council has developed a set of guidelines for Employees who wish to enter into a home-based working arrangement which is detailed in the relevant Administration Instruction.

6.11. Transition to Retirement

- 6.11.1. Council recognises that Employees who are contemplating retirement may want the option to transition from the organisation on a gradual basis rather than exit in a one step process. Transitioning for retirement minimises the impact on both parties and promotes workforce planning and information sharing. Council will engage in consultation to provide the following arrangements for Employees who wish to transition from the organisation:
 - 6.11.1.1. Flexibility to reduce or change hours/days of work;

- 6.11.1.2. Appointment where possible in a position with reduced duties and responsibilities and possibly at a lower salary level;
- 6.11.1.3. Flexibility with requests for extended leave
- 6.11.1.4. Other arrangements as negotiated

6.12. Training Out Of Hours

- 6.12.1. 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.
- 6.12.2. 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.
- 6.12.3. Where Employees agree to attend training in accordance with Clause **Error! Reference source not found.** payment for attending such training will be at ordinary time rates.
- 6.12.4. 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.
- 6.12.5. Training cannot occur on a Sunday or public holiday.
- 6.12.6. Where Employees are directed to attend training outside of normal work hours other than in accordance with clause **Error! Reference source not found.**, the Employees will be paid at overtime rates.
- 6.12.7. 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.

7. WAGES, SALARIES AND ALLOWANCES

7.1. Payment of Salaries / Wages

- 7.1.1. Salaries/Wages shall be paid fortnightly.
- 7.1.2. Payment shall be made by means of:-
 - 7.1.2.1. 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.
 - 7.1.2.2. In the case of a discrepancy in an Employee's base pay of less than \$50.00 net, the adjustment will be paid within the next pay.
 - 7.1.2.3. Where a discrepancy in an Employee's pay (including overtime, penalties and other allowances) exceeds \$50.00, 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.
 - 7.1.2.4. In the case of an overpayment of wages, the Employee concerned shall be contacted prior to any recovery action being taken.

7.2. Wage Rates

- 7.2.1. The current tables of wage rates which have applied since 1 July 2011 and which will continue to apply following the commencement of this Agreement will be updated with the percentage increases as specified Clause 7.3 of this Agreement and attached as Schedule 18 of this Agreement.

7.3. Wage Increases – General

7.3.1. The percentage wage increase indicated in the table below will apply from the first full pay period commencing on or after 1 July 2012, 1 July 2013 and 1 July 2014.

Effective Date	Percentage % Increase
First full pay period commencing on or after 1 July 2012	3.0 %
First full pay period commencing on or after 1 July 2013	3.0 %
First full pay period commencing on or after 1 July 2014	3.0 %

7.4. Classifications

7.4.1. Council will maintain a robust and objective job reclassification and evaluation system and process that is not subject to managerial influence or unfair or inequitable practices. Council's classification process will be the assessment of the value of the role against the classification structure, not the incumbent. Personal merit or performance and the volume of work will not contribute to the classification level of a job.

7.4.2. To maintain impartiality all job classifications shall be conducted by at least two independent Council officers, trained in the evaluation process.

7.4.3. The classification structure for Employees under this Agreement will be as per:-

7.4.3.1. The Local Government Employees' (Excluding Brisbane City Council) Award –State 2003.

7.4.3.2. The Queensland Local Government Officer Award 1998.

7.4.3.3. The Building Trades Public Sector Award – State 2002.

7.4.3.4. The Engineering Award – State 2002.

Employee positions will be classified in accordance with the classification definitions contained in the relevant parent Award listed above.

7.4.4. 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:-

7.4.4.1. The requirements of the job;

7.4.4.2. The skills, knowledge, experience, qualifications and/or training required;

7.4.4.3. The responsibility level of the position;

7.4.4.4. The organisational relationship of the position; and

7.4.4.5. The accountability/extent of authority of the position.

7.4.5. The following classification and reclassification process will apply to all Employees:-

7.4.5.1. An agreed Position Description shall be designated for every position and verified by the individual occupant of the position and the delegated manager;

7.4.5.2. Copies of the current agreed position description shall be provided to the incumbent Employee and the Manager People & Organisational Development; and

7.4.5.3. The position description shall be reviewed and agreed upon between the Employee and the supervisor annually as part of Council's Personal Review and Development Plan process and in the event of any significant changes to the position description becoming necessary, the classification of the position shall be reviewed.

7.4.6. Submissions for reclassification of positions may be submitted at any time, provided it is approved by the relevant branch manager and general manager that appropriate grounds exist, such as a substantial change or restructuring of the position. Generally a position may be reviewed for reclassification if the

duties, responsibilities and/or skills required to perform the role have increased substantially: require greater complexity or have significantly changed or where organisational change has resulted in a restructure of the position.

7.4.7. Where a position is formally reviewed the incumbent's branch manager shall be advised of the outcome of this review within a 3 month timeframe. The branch manager will then be responsible for advising the incumbent of the classification result within fourteen (14) working days of the result.

7.4.8. An Employee who is incumbent in a position that has been classified may dispute the classification determined by Council. Any disputes that are initiated regarding a classification shall be dealt with in accordance with grievance procedures contained in this Agreement. A copy and explanation of the review will be provided to the Employee upon request.

7.4.9. Where the review has resulted in an increase to the classification and the incumbent has been performing the duties within the reclassified position description the Manager People & Organisational Development, in consultation with the relevant general manager, will make an assessment as to the eligibility for back pay and where it is agreed, the requirement for back pay exists, such payment will be made.

7.5. Superannuation

7.5.1. Council shall provide a superannuation benefit to all eligible Employees engaged under the terms of this Agreement, as prescribed by the Local Government Act 2009 in accordance with the terms of the Local Government Superannuation Scheme.

7.6. Salary Sacrifice

7.6.1. Salary sacrifice refers to an arrangement where Employees elect to receive part of their gross salary as a benefit rather than as salary. To achieve this, the Employee sacrifices a portion of their pre-tax ordinary pay as prescribed by the Award for the specified benefits.

7.6.2. Council encourages Employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.

7.6.3. 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.

7.6.4. Exempt benefits are those benefits that are work related items to which fringe benefits tax does not apply and are considered to be effective to salary package for all Employees.

7.6.5. All salary sacrifice arrangements must be negotiated in advance.

7.6.6. Benefits that may be salary sacrificed include:

7.6.6.1. Superannuation in accordance with the provisions of the Local Government Superannuation Scheme.

7.6.6.2. Motor Vehicles under a novated lease arrangement

7.6.6.3. Exempt Benefits such as:

- (a) Self-Education expenses relating to current job
- (b) Professional Membership and subscription fees
- (c) Airline Lounge Membership Fees

7.6.6.4. In house residual expense payment benefit:

- (a) Water access charges, sewerage charges and cleansing charges contained in Cairns Regional Council's Half Yearly Rate Notice
- (b) Water usage from the quarterly notice issued by Cairns Water
- (c) Amount to be salary sacrificed is limited to up to \$1,333 per Employee per FBT year

7.6.6.5. Other benefits – Relocation costs (subject to conditions) including:

- (a) Travel, accommodation and meals for the family

- (b) Removal of furniture and personal effects
- (c) Temporary accommodation
- (d) Home sale and purchase costs

7.7. Allowances

7.7.1. All applicable allowances for Employees shall be in accordance with the full provisions of the relevant parent Award unless specified in the clauses following.

7.8. Annualisation of Allowances

- 7.8.1. Due to the complex nature and extent of allowance eligibility across the parent Awards, a comprehensive review of allowances and their appropriate application will be undertaken by Council, with the parties to this Agreement in accordance with the consultative processes in Clause 2.1 of this Agreement and presented to the JCC for discussion and agreement by 1 July 2013. The allowances to be considered for annualisation are listed in Schedule 17 of this Agreement.
- 7.8.2. The annualised allowance schedule will be effective from the date of agreement from the JCC and will be subject to the wage increase percentage contained in this Agreement in Clause 7.3 on the specified effective dates following endorsement.
- 7.8.3. In the event that agreement has not been reached by 1 July 2013, then all existing annualised allowances will be increased by the wage increase percentage contained in Clause 7.3 on the effective date of the increases until such time as the full revised annualised allowance schedule is agreed to.
- 7.8.4. Employees eligible for existing annualised allowances will be paid in accordance with those as contained in Clause 7.10 - Existing Annualised Allowances Payable of this Agreement. These arrangements will remain in force until a new annualised allowance schedule is agreed to as outlined above, from which point the existing annualised allowances will be paid in accordance with the revised schedule.
- 7.8.5. Any allowances not included in the annualised schedule but provided for in the relevant Award will be payable on an as claimed and appropriately approved basis.

7.9. Process for review of existing Annualised Allowances

- 7.9.1. To undertake the review of allowances as outlined above, a review group will be established consisting of management, a selection of supervisors and staff from relevant occupational groups, Union representatives, Employee representatives and People and Organisational Development representatives. The review group will establish the project timelines, milestones, an agreed benchmarking process and the objectives of the review. The JCC will be responsible for endorsing the terms of reference for the review group and the approach recommended by the review group in meeting the group's objectives.
- 7.9.2. The review group responsibilities shall include, but not be limited to the following:
- 7.9.2.1. Analysis of relevant Award conditions and current annualised allowances and rates of pay.
 - 7.9.2.2. Data collection, verification, consultation with Employees affected and analysis of at least 12 months of data and a review of any previous data collections.
 - 7.9.2.3. Determine which allowances are suitable to be annualised by meeting a criteria that such annualisations would be of benefit to the Employees and to Council in meeting financial sustainability obligations, rather than continuing to be paid in accordance with Award provisions.
 - 7.9.2.4. Calculation of an appropriate allowance annualisation amount for each allowance that has been identified as suitable for annualisation where the characteristics of the target occupational group have been taken into account.
 - 7.9.2.5. Present the findings and a recommendation to the JCC for consideration and endorsement of the proposed annualised allowance schedule for each occupation group.

7.9.3. Ratification of the proposed annualised allowance schedule will require 75% agreement by those affected Employees and will be implemented as a formal Workplace Flexibility Agreement in accordance with Clause 6.2 of this Agreement and will be read in conjunction with this Agreement.

7.10. Existing Annualised Allowances Payable

7.10.1. Mechanical Workshop Disability Allowance

See Schedule 6 of this Agreement.

7.10.2. Sewerage Treatment Plant Disability Allowance

See Schedule 7 of this Agreement.

7.10.3. All Purpose Allowance - Fitters

See Schedule 8 of this Agreement.

7.10.4. All Purpose Allowance - Esplanade Lagoon

See Schedule 9 of this Agreement.

7.10.5. All Purpose Allowance - Regulated Parking

See Schedule 10 of this Agreement.

7.10.6. All Purpose Allowance - Street Litter/ Toilet Cleaning

See Schedule 11 of this Agreement.

7.10.7. All Purpose Allowance – Relief Street Litter/ Toilet Cleaning

See Schedule 12 of this Agreement.

7.10.8. All Purpose Allowance – Plumbing Inspectors

See Schedule 13 of this Agreement.

7.10.9. All Purpose Allowance – Portsmouth Landfill

See Schedule 14 of this Agreement.

7.10.10. Electrical Disability Allowance

See Schedule 15 of this Agreement.

7.10.11. Live Sewer Allowance

See Schedule 16 of this Agreement.

7.11. Allowances Outside the Relevant Awards

7.11.1. Electrical Licence Allowance

In recognition of Government regulations regarding the compliance certification system and extra work responsibility and accountability imposed upon electrical trades persons, the following apply:

- 7.11.1.1. All licensed electricians as defined by the Electrical Safety Office will be paid an all-purpose allowance at the rates set out in the Allowance Table of this Agreement and be indexed to wage increases as prescribed by Councils Enterprise Bargaining Agreement.
- 7.11.1.2. 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.
- 7.11.1.3. All costs incurred in complying with the Electrical Safety (Codes of Practice) Notice 2002, will be borne by Council.
- 7.11.1.4. 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.

7.11.2. Fluoride Dosing Equipment Maintenance Allowance – Fitters and Electricians

- 7.11.2.1. Where maintenance fitters and maintenance electricians, or staff under their supervision, engaged in the maintenance of fluoride dosing equipment in water treatment plants that involves the dismantling of that equipment or other maintenance duties that results in the fluoride being exposed so as to require the wearing of PPE to conduct the maintenance work, the Employee shall be paid 0.50 per hour above the ordinary rate for the actual time so employed.
- 7.11.2.2. For the purpose of this Clause, the allowance is only payable if the equipment is being maintained in situ, and, prior to the maintenance work it had been functioning in the dosing of fluoride in either powder or liquid form.
- 7.11.2.3. This allowance is not applicable where a piece of fluoride dosing equipment has been removed and the maintenance work is conducted in a remote workshop or other remote location, where equipment cleaning is available and residual fluoride has been removed from the equipment.

7.11.3. First Aid Allowance

An Employee holding current Senior First Aid and CPR qualifications and who is appointed annually by a delegated person to perform first aid duties will be paid a weekly allowance of \$14.40. The First Aid Allowance will be increased annually in line with salary movements under Clause 7.3 Wage Increases. First Aid Allowance will be paid on a pro rata basis for part time Employees.

For electrical trades Employees the application of the first aid allowance is compulsory for these positions.

7.11.4. Leading Hand Allowance

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 \$61.30 per week for Employees in a permanent leading hand position.

The allowance payable as set out in above shall be indexed to wage increases as prescribed by Councils Enterprise Bargaining Agreement.

7.11.5. Meal Allowance

When applicable, under the provisions of the relevant Award, the meal allowance payable shall be \$12.10.

7.11.6. Camp Allowance

Where for the performance of work it is necessary for Employees to live in a camp provided by the Employer either because there are no reasonable transport facilities to enable such Employees to travel to and from home each day or because such Employees are directed to live in such camp, such Employees shall be paid a camping allowance of \$40.00 for each day (including Saturday and Sunday) the Employees live in camp

7.11.7. Nominees Allowance (Electrical Trades Persons)

- 7.11.7.1. Electrical tradespersons, who are a nominee on the Council's Electrical Contractors Licence, and use the skills in the course of their work in relation to electrical contractor supervision to sign-off on electrical contractor work will be eligible for the Nominees Allowance. Electrical Trades Employees who acquire an Electrical Contractors Licence and receive the Nominees Allowance will be subject to ongoing monitoring of the use of the qualification, with relevant duties allocated appropriately.
- 7.11.7.2. Trade Qualified Electricians who gain the accreditation for an Electrical Contractors License, and are required to exercise the duties associated with this accreditation, will be paid a "Nominee Allowance" at the rate of \$89.40 per week.
- 7.11.7.3. This allowance will be a set weekly amount and will be paid for all hours worked. For the purpose of this clause, paid RDOs, paid sick leave hours and overtime hours will be classed as hours worked.

- 7.11.7.4. This allowance will not form part of the base rate as it applies to the calculation of annual leave, leave loading, long service leave, and superannuation.
- 7.11.7.5. The payment of this allowance is conditional on electrical trades persons providing certified copies of such a qualification to their manager and being listed as a nominee to exercise the duties required by Council that are associated with the Electrical Contractors Licence.
- 7.11.7.6. The above allowance is applied to the Employee not the position, and is only applicable whilst employed as an electrical tradesperson with Council.

7.12. Reimbursement of Professional Association Fees

- 7.12.1. Where an Employee is required by legislation to be a member of a professional association or registered industry board in order to discharge their professional Council duties; or where membership of an association or registered industry board is a condition imposed by Council in the Employee's contract of employment and position description so as to make Council the beneficiary of such payments; then these are to be made direct to the association by the Employee and will then be reimbursed to the Employee by Council.
- 7.12.2. The membership fees, application fees and or renewals of Employees to professional associations or registered industry board or registered industry board may be charged to the budget of the relevant Council department provided:
 - 7.12.2.1. Membership fees are paid to a recognised professional association or registered industry board
 - 7.12.2.2. Membership payment is limited to one association or registered industry board per Employee per year
 - 7.12.2.3. Membership reimbursement must be approved by the Employee's General Manager
 - 7.12.2.4. Reimbursement is made to the Employee who holds the recognised professional designation or carries out the legislative requirements. No payment will be made directly to a professional association or registered industry board.
 - 7.12.2.5. Where professional association membership is not a condition of employment, or a legislative requirement on an Employee's position, Council will review each claim for reimbursement of professional membership fees on a case by case basis to determine the primary beneficiary. If the Employee is the sole beneficiary, Council will not reimburse such fees. Where Council receives primary or a reasonable level of benefit, reimbursement of fees may be considered.

7.13. Travel Allowance for Transferred Employees

- 7.13.1. Each Employee has been, and new Employees shall be, appointed to a role at a specified location, which shall be their principal place of employment. This clause shall not apply in circumstances where an Employee;
 - 7.13.1.1. Commences and finishes work at his/her principal place of employment but undertakes duties at a site or workplace in another area and is provided with transport
 - 7.13.1.2. Is relocated between a depot or office within 5 kilometers of their principle place of work
 - 7.13.1.3. Applies for and is appointed to and accepts a position designated at another workplace in another area.
- 7.13.2. There shall be no restrictions on the temporary transfer of Employees between locations and Employees can be required to work anywhere within the region, subject to workplace health and safety requirements.
- 7.13.3. The employer will consider an Employee's personal circumstances and give as much notice as possible but at least 24 hours' (one working day) notice of a requirement to start/finish work at a different location for a temporary period. When an Employee is temporarily transferred from their principal place of employment to start and finish work at another location, they shall be provided with commuter use of a Council vehicle, or paid the appropriate vehicle allowance as specified by the Australian Tax Office if agreeable to using their private vehicle. Any travel time in excess of normal daily travel will be undertaken in the employer's time or paid at the ordinary time rate Monday to Friday or time-and-a-half on Saturday, Sunday or Public Holiday.

- 7.13.4. If the need should arise for Council to direct an Employee to work at or from different location for a period in excess of three (3) months, arrangements applicable to the Employee's individual circumstances will be discussed with the Employee concerned, and their representative if requested.
- 7.13.5. If an Employee is requested by Council and agrees to permanently change their principal place of employment to another location within the region, other than when the Employee has applied for an advertised role in the new location, the arrangements applicable to temporary transfer may apply for up to three months, or the transferred Employee may request the equivalent payment be made in one lump sum to facilitate purchase of a vehicle or relocation of residence.

7.14. On-Call Arrangements

- 7.14.1. Council is not prepared 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.
- 7.14.2. 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 4 of this Agreement.

7.15. Unpleasant Working Conditions

- 7.15.1. This Clause applies where Employees are required to undertake a task and/or perform work that is considered to be particularly unpleasant as defined in Schedule 5 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.
- 7.15.2. 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 30 minutes duration being applicable.

7.16. Supervisors of State Award Employees

- 7.16.1. Where an Employee covered by the Award listed in Clause 1.6.2 of this Agreement is defined in the relevant 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.

7.17. Overtime

- 7.17.1. Overtime shall be paid in accordance with the full provisions of the relevant Award.

7.18. Higher Duties Allowance

- 7.18.1. As per Award provisions.

7.19. Principle of Merit and Equity in the Workplace

- 7.19.1. Council recognises its responsibilities under relevant legislation in relation to ensuring equity and fairness in the workplace, and in addition to legal requirements, it aims to implement policies and practices that go beyond legislative requirements to improve the benefits and workplace for Employees. The parties to this Agreement are committed to equity in the workplace, and will work together to develop and incorporate strategies to ensure fair treatment for all Employees and promote the idea of workforce diversity. The parties agree to ensure that our recruitment and working arrangements are consistent with the aim of assisting Employees with family responsibilities to engage in employment without being subject to discrimination and, as far as possible, without conflict between their employment and family responsibilities.

- 7.19.2. The parties also agree to promoting and nurturing the principle of workforce diversity in acknowledging individual differences in people that arise from a range of backgrounds and lifestyles, and recognising the value of those perspectives and ideas to enhance the quality and outcomes of our work.
- 7.19.3. The parties commit to the implementation of the Council's Equal Employment Opportunity and Workforce Diversity Management Plan developed by Council. The parties commit also to continuously improve our response to, and actively address issues related to Workforce Diversity in our workplace.
- 7.19.4. Council commits to continuing to develop strategies and processes to assist identified target groups within our workplace. That is:
 - 7.19.4.1. People with Disabilities
 - 7.19.4.2. People from Culturally & Linguistically diverse backgrounds
 - 7.19.4.3. Women; or
 - 7.19.4.4. People of Aboriginal and Torres Strait Islander descent,
- 7.19.5. Council will continue to implement proactive strategies to assist these target groups including the participation in a Springboard Developmental and Career Planning program for women in our workforce and Council's Indigenous Employment Strategy.
- 7.19.6. Council will encourage understanding and acceptance of the use of flexible working conditions for Employees to participate in cultural or religious ceremonies or customs.
- 7.19.7. Council will hold regular Workforce Diversity workshops / seminars to discuss general Workforce Diversity strategies as well as equity issues and strategies to assist the target groups.
- 7.19.8. Council will be committed to empowering Employees through providing career paths by growing skills and knowledge internally. All Employees will have equitable access to positions through an impartial recruitment and selection process that ensures the most suitable applicant for any position, whether an existing Employee or an external applicant. The most time efficient and cost effective methods will be used to find talented candidates matching the competencies, attitudes, behaviours, qualifications, experience and expertise relevant to the needs of that position.
- 7.19.9. In empowering and providing equal opportunity for Employees applying for any vacant internal positions for which they qualify, Council will, wherever possible, provide that:
 - 7.19.9.1. Efforts are made to assist Employees in gaining skills beneficial to the Employee and Council that are appropriate to the career progression of the Employee as agreed in the Employee's *Personal Review & Development Plan* as per Clause 10.4.
 - 7.19.9.2. Internal applicants are provided with full and early opportunity to apply for vacancies to achieve career progression within Council and assistance is provided to Employees where necessary in applying for positions.
 - 7.19.9.3. All Departments that have Employees without computer access must make their Employees fully aware of internal career opportunities by posting internal job advertisement notices in locations where they can be readily seen by the subject Employees.
 - 7.19.9.4. Any internal applicants that have been unsuccessful in being selected for a position are entitled to seek advice from the chair of the selection committee as to their deficiencies precluding them from attaining the position.
- 7.19.10. Prior to advertising any vacancy, an assessment will be conducted by Council to determine if there is a re-deployee, at level or higher, who has the requisite and or transferable skills, knowledge or qualifications or who can rapidly acquire the requisite skills, knowledge and or qualifications. Where such a match exists Council will first make an offer to the re-deployee prior to advertising the position.
- 7.19.11. Council will advertise vacant positions internal in the first instance, where it is believed the necessary skills and qualifications exist within the organisation's work force.

- 7.19.12. Should a decision be made by the relevant management that the skills and qualifications are required from the broader labour market, concurrent advertising will be used in these circumstances when it can be shown that there are no suitably skilled and/or qualified Employees within Council, or where internal advertising has not provided a sufficient applicant pool.

8. EMPLOYEE WELLNESS

8.1. Outside Depots / Facilities

- 8.1.1. 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:-

8.1.1.1. shelter;

8.1.1.2. a toilet; and

8.1.1.3. wash facilities.

- 8.1.2. 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.

8.2. Employee Assistance Program

- 8.2.1. Council will provide confidential counselling, financial advice, dietician and legal advice services, from a specified provider, for all staff and members of their immediate family seeking to use such services for matters affecting work performance.
- 8.2.2. The services can be accessed directly and initially without the need to seek approval.
- 8.2.3. Counselling visits are restricted to a maximum of five (5) visits for any one (1) individual staff (and members of their immediate family) per year, after which time additional visits must be approved by the Manager People and Organisational Development.
- 8.2.4. Financial advice and legal advice services visits are restricted to one (1) visit for any one (1) individual staff (and members of their immediate family) per year, after which time additional visits must be approved by the Manager People and Organisational Development .

8.3. Workplace Parenting

- 8.3.1. Council recognises the importance and benefits of breastfeeding, and understands that many women will return to work and wish to continue to breastfeed. In this regard Council commits to accommodating the needs of Employees who seek to make the best possible choice for their children in a way that is in harmony with Council operations.
- 8.3.2. Council commits, during the life of this Agreement, to liaise with the Australian Breastfeeding Association and their consultancy service for employers to gain formal accreditation to be compliant as a Breastfeeding Friendly Workplace, (BFW).
- 8.3.3. Provision of facilities and support for workplace parenting includes:

8.3.3.1. Facilities

For Employees who are breastfeeding or required to undertake other parenting duties during work time Council will provide parenting room accommodation to support this need that meets OH&S standards. Council will fit out four (4) parenting rooms across the organisation that are clean, private, secure and meet the appropriate health and safety standards including proper sterilisation and will provide access to:

- a) Power points
- b) Comfortable furniture
- c) Refrigerators
- d) Hand washing facilities; and,

- e) Breast pump storage

8.3.3.2. Lactation Breaks

Council is committed to providing Employees with flexibility to take lactation breaks during their workday. These can be negotiated between the Employee and the supervisor as part of a flexible work hours arrangement as per Clause 6.8 of this Agreement.

This may include:

- a) Time off for an Employee to express milk or to breastfeed a baby within the workplace or offsite
- b) Flexible start and finish times; and
- c) Allowing lunch and other breaks to be extended or taken to coincide with feeding times
- d) An appropriately short period of time off to return home

8.3.3.3. Flexible Work Options

Council recognises that an Employee wishing to breastfeed has a right to negotiate flexible work options such as flexible work hours, part time and home based work with their supervisor, taking into account both the Employee's and the work unit's needs as per Part 6 of this Agreement.

8.3.3.4. Support from Managers

Managers are required to be aware of the need to support Employees with parenting and breast feeding responsibilities, and respond positively to reasonable requests for flexible work arrangements, including accommodating the need for lactation breaks or time to enable breastfeeding of children.

8.4. **Reconciliation Action Plan (RAP)**

8.4.1. Council has committed to supporting the development and ongoing application of the Reconciliation Action Plan (RAP) program launched by Reconciliation Australia in July 2006 commemorating the 40th anniversary of the 1967 referendum to provide equality for Aboriginal and Torres Strait Islander peoples.

8.4.2. In supporting this program, Council has developed a RAP with real actions that will contribute to providing opportunities within our region for Aboriginal and Torres Strait Islander people aimed at closing the economic and life expectancy gap between Indigenous people and other Australians. The Cairns Regional Council RAP has been developed with input of Indigenous Employees of Council, Senior Management, Councillors; the Indigenous Advisory Committee to Council and the input and contribution by Aboriginal and Torres Strait Islander people from our region.

8.4.3. In delivering on these actions Council commits to supporting and creating mutual and respectful relationships between Indigenous people, staff members of our organization and the wider community. Council will actively work together within, and outside of the organization to identify solutions and generate successes that are in everyone's best interests in closing the social and economic divide that exists between many Indigenous people and other Australians. The framework for RAPs is based on three key areas:

8.4.3.1. Relationships

8.4.3.2. Respect; or

8.4.3.3. Opportunities

8.4.4. As CRC's current Reconciliation Action Plan is one that 'supports, nurtures and strengthens the development of respectful, productive and meaningful relationships between Aboriginal and Torres Strait Islander and non-Indigenous people'; the National Aboriginal & Islander Day of Celebration (NAIDOC) provides a prime opportunity for Council Employees to support this objective. Council does support Employees supporting NAIDOC and will determine on a year by year basis any special leave arrangements that may be made available for this event.

8.4.5. Council aspires to be an employer of choice for Indigenous people; we encourage diversity, and we will actively recruit with this in mind. Council commits to increasing the participation of Indigenous people

in all sectors of our operations to benefit communities within the region through sharing experience and knowledge.

- 8.4.6. By Council committing to the RAP it builds on our region's successes and pledges the developing of an organisational culture, and future direction, that will promote our region as culturally inclusive for all Aboriginal and Torres Strait Islander people.

9. SERVICE QUALITY

9.1. Service Quality

- 9.1.1. The aim of Service Quality is to provide, and be able to demonstrate to our customers and the community, that Cairns Regional Council is working towards providing effective and efficient services in line with industry best practice.

9.2. Service Improvement Program

- 9.2.1. Council commits to providing training, support and mentoring through its 'Connecting Program' to enable Council wide service improvements for our Customers and the Community, in turn increasing Employee satisfaction through process improvements and a better working environment.
- 9.2.2. All parties will commit during the life of the Agreement to continually identifying possible changes in work practices to meet their work unit performance goals through the use of the 'Connecting' process. Performance goals in respect to this objective will take into consideration best work method practice, safety requirements and customer expectations as determined by customer surveys.
- 9.2.3. Using the 'Connecting' process all parties agree to work towards improved customer and community satisfaction by;
- 9.2.3.1. Conducting an audit of existing services and establishing benchmarks for current performance;
 - 9.2.3.2. Defining the desired service standards/levels;
 - 9.2.3.3. Continuously reviewing and improving customer service processes to meet the defined service standards, including ensuring effective use of Councils Customer Request System to record, monitor and resolve customer and community issues; and
 - 9.2.3.4. Open reporting of service performance across Council.
- 9.2.4. Employees will commit to taking ownership of customer interactions, and having customers front of mind when making decisions in the workplace.

9.3. Skills Development

- 9.3.1. Our training and skills development strategies need to reflect the changing and commercial nature of Council's activities. The desired service outcomes need to be supported by training, education and skills development in all areas of Council.
- 9.3.2. Training of Employees will be a major emphasis in achieving customer service improvements and supporting Employees. Council commits to make available customer service training to all staff through its Everyday Skills training program, Awareness training and other education programs as outlined in this Agreement.
- 9.3.3. Council commits to assist Leaders within Council to support and lead service improvements through the provision of the Leadership Development program. In return, Employees will commit to active participation in training and will commit to applying the knowledge and skills learned during training to their everyday work environment.

9.4. Process Reviews

- 9.4.1. Process reviews are designed to achieve major improvements in Council processes, including its business processes. The purpose is to redesign key processes as required to achieve improvements in

performance and service provision. Improvements are sought through streamlining the processes, better understanding of our customer's expectations and improving our customer communication.

9.4.2. This clause requires service and work units to actively look for ways to adjust their processes to improve their customer's experience.

9.4.3. Assistance, support and training will be provided to the service and work units on methods to examine work practices which find and implement improvements.

9.5. Responsible Use of Social Media

9.5.1. Council actively embraces social media as a relatively new communications medium that can offer many benefits to Council, customers, Employees and other stakeholders. Council does require guidelines as to the use of social media to eliminate the risk of misleading other participants, and harm being caused to Council's reputation. These guidelines facilitate appropriate communication of our business policies and provide guidance for Council's Employees, and others representing Council in social media activities. Council encourages and trusts Employees to use social media, both at work and away from work while applying the principles of Council's *Code of Conduct* and their best judgement in protecting the interests of Council.

Council's administration instruction on the use of social media will be available on the Council intranet and at depot locations. Council will also include responsible use of social media as a component of the induction program for new employees and the bi-annual refresher training for the Code of Conduct for all employees. For employees identified as having a significant role in the use of social media they will be required to participate in Council's *Social Soldiers* Program where such employees are given specific training in this area and will have an extra responsibility to raise awareness of responsible use of social media within the organisation.

The following guidelines must be considered when Employees engage in the use of social media in the course of their employment

- 9.5.1.1. While Council encourages the use of social media, it should not be used to the extent that affects an Employee's productivity. Council will monitor use of social media and address any perceived over-use of personal social media;
- 9.5.1.2. Only Employees authorised to do so should undertake social media activity on behalf of Council;
- 9.5.1.3. If an Employee has administrative rights over the access of an official Council social media site the Employee must hand this account over if they separate from Council;
- 9.5.1.4. If in the course of their duties an Employee sets up a social media site, the usernames and passwords must be made available to Council and are not to be changed without notification;
- 9.5.1.5. Any official Council announcements must be approved and clearly attributed to Council;
- 9.5.1.6. Employees must not use false personas when using social media or pretend to be impartial in promoting Council and its services;
- 9.5.1.7. Employees must not reveal any confidential or proprietary information;
- 9.5.1.8. Employees must not make disparaging or offensive comments whilst identifying themselves as an Employee of Council;
- 9.5.1.9. If an Employee discovers any negative comment made about Council or its Employees they are to use their best judgement in determining if it is significant enough to warrant reporting it to their manager;
- 9.5.1.10. Prohibited communications include any postings that may be considered discriminatory or harassing, spam or junk type postings and anything of a pornographic nature; and
- 9.5.1.11. An Employee must not make reference to customers, colleagues, suppliers or sub-contractors without their express prior approval;

9.6. Using Technology & Processes to Enhance Customer Service and Achieve Productivity Improvements

9.6.1. Management and Employees of the Council will work together to:

- 9.6.1.1. Optimise and integrate Council's information technology/systems to support a single database for customer service and interactions; and
- 9.6.1.2. Develop and utilise the internet and other online emerging trends to ensure enhanced customer access and service provision.

9.7. Performance Indicators

9.7.1. Clarity around definition

- 9.7.1.1. As customer service improvements are the major aim of this objective, it is appropriate that customer service levels are a KPI for monitoring work unit service outcomes as well as overall corporate performance.

9.7.1.2. Work Unit Performance Indicators

- a) Relevant work areas will have regular surveys undertaken. Surveys will be performed using internal resources or external contractors following the approved procurement processes, of the customers satisfaction with services provided. The key KPI for all work areas involved in this process is improving satisfaction results, providing a continual improvement trend as measured by the surveys.
- b) KPI results referred to in this clause relate only to the gathering of data to be analysed and used as information in process improvement exercises by work units. KPI targets do not link directly to sanctions against an individual or a work unit.

9.7.1.3. Corporate Performance Indicators

- a) The corporate performance indicator will be measured through a community based survey which tests satisfaction levels with Council provided services. A survey was conducted in 2011 to obtain a base line measure of corporate performance. Another survey will be conducted in 2013 and 2015 to test corporate performance.

	Corporate Performance Level/Benchmark at certification of Agreement	Target 2013	Target 2015
% of customers rating CRC services as good or excellent	35.4%	45%	57%

9.8. Employee Empowerment and Innovation

9.8.1. The parties agree to:

- 9.8.1.1. Review current delegations and job descriptions to ensure decisions can be taken at the level closest to the customer;
- 9.8.1.2. Encourage innovative approaches and ideas for improvement from all Employees through tool box meetings and consultative processes;
- 9.8.1.3. Council will ensure that all levels of management provide encouragement and recognition for Employee contributions;
- 9.8.1.4. Encourage Employees to assist management with the development and the achievement of Key Performance Indicators (KPI's);
- 9.8.1.5. All Council Employee position descriptions, from the date of this Agreement will have included a requirement: ***"To provide excellent customer service and to actively work to solve customer problems"***.

9.8.2. Council will encourage and support Employees to work actively on new and innovative approaches to providing local government services to the community by:

- 9.8.2.1. Encouraging Employees to contribute suggestions for improvement to existing services, and ideas on new approaches, products and services for Council;

- 9.8.2.2. Introducing an Employee innovation category in its service Award program to provide recognition to Employees who contribute in this way; and
- 9.8.2.3. Where a proposal has been approved on merit, Council will support Employees, in exploring innovative approaches to work by encouraging research, benchmarking, participation in professional development activities, competitions, Awards, and through Employees giving professional papers and presentations to industry conferences and seminars. Applications for assistance with relevant study and study tours will also be encouraged in order to foster a culture of learning and personal growth in our workplace.

10. LEARNING AND DEVELOPMENT

10.1. Learning and Development

- 10.1.1. As an organisation that provides services and support to the local community, Cairns Regional Council Employees will all need to embrace learning and flexibility in order to meet the changing needs of Local Government as well as our stakeholder's expectations. Council's success will be reliant on its most valuable resource, a flexible and knowledgeable workforce. The requirement for learning and development is significant, to support and enable our Employees at all levels to embrace change and increase their capability.
- 10.1.2. The key drivers of learning and development are:
 - 10.1.2.1. Council's Corporate Plan including our vision, mission and values
 - 10.1.2.2. Council's Leadership Development Program
 - 10.1.2.3. Employee Opinion Surveys
 - 10.1.2.4. Position Descriptions
 - 10.1.2.5. Personal Review Development Plans
- 10.1.3. The parties to this Agreement recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:
 - 10.1.3.1. developing a highly skilled and flexible workforce
 - 10.1.3.2. providing Employees with opportunities through appropriate education and training to acquire additional skills
 - 10.1.3.3. ensuring the opportunities offered provide Employees with up-to-date skill sets relevant to their role and
 - 10.1.3.4. providing training opportunities that support career progression and succession planning within Council
- 10.1.4. All Employees shall have reasonable and equitable access to education and training, such education and training shall:
 - 10.1.4.1. be consistent with Council's Learning & Development Administration Instruction
 - 10.1.4.2. enable Employees to acquire the range of skills they are required to apply, relevant to the roles and responsibilities of their position description
 - 10.1.4.3. enhance Employees' opportunities for transfer / secondment / promotion.

10.2. Developing a Smart/ Learning Organisation

- 10.2.1. Council undertakes to develop and implement a Leadership Development Program as well as expanded Corporate & Departmental Learning & Development Programs to grow its own people thereby preparing Employees for future career opportunities. These programs may include but not be restricted to:
 - 10.2.1.1. Covey Leading with the Speed of Trust,
 - 10.2.1.2. Covey Great Leaders Great Teams Great Results,

- 10.2.1.3. Problem Solving,
- 10.2.1.4. LGMA Challenge,
- 10.2.1.5. Supervisory Skills Development, and
- 10.2.1.6. Quality Customer Service.

10.3. Investment in People

10.3.1. Leadership Development

- 10.3.1.1. Council is committed to providing identified leadership training programs which support the four levels of Principle Centred Leadership – Organisational alignment, Managerial empowerment, Interpersonal trust and Personal trustworthiness. The Leadership Development Program outlines an easy to follow format for Leadership Development throughout Council for all levels of the Leadership Team. The program is aligned to the Vision, Mission & Values statements, the Executive Performance Dimensions and the Leadership Capability Set.

10.3.2. Women's Development Programs

- 10.3.2.1. Council is committed to supporting women in Local Government by providing programs that incorporate personal and work development. These programs address and encourage behaviour and attitudinal change in a range of areas including goal clarification, work/life balance, handling change, confidence, assertiveness and career planning. Women's development programs enable staff to realistically assess their current situation, decide on the next steps for their development, equip them with the positive attitude and skills needed to take those next steps and accept responsibility for their own development.

10.3.3. Induction Orientation

- 10.3.3.1. Council will continue to deliver Corporate Induction to new staff to ensure the individual has a holistic introduction to Council operations. This also allows new staff to meet Employees and form networks for informal support across the organisation. In addition, all Corporate Workplace Health & Safety requirements are outlined to ensure consistency and to meet legislative requirements. Council is also committed to mentoring and developing Employees in a professional environment and in particular new starters, school leavers, and first time Local Government Employees.

10.3.4. Team Management

- 10.3.4.1. Council supports staff to understand their work styles both as an individual and as a member of a team, and how to utilise their strengths to develop and enhance their leadership capabilities, through our Team Management Systems (TMS) program. TMS is recognised as the foremost integrated system of work-based, research-proven assessments and feedback instruments worldwide - supporting individuals, teams and organisations to effect positive and lasting change and achieve higher performance in the workplace.

10.3.5. Study Assistance

- 10.3.5.1. Council supports Employees who endeavour to further their education (as it relates to their position), through the provision of financial subsidy and study leave.
- 10.3.5.2. Study Assistance is available for:
 - a) courses leading to a recognised secondary or tertiary level qualification;
 - b) a short course not necessarily leading to a qualification, if the course is offered by an approved educational institution or examining body (Learning and Development can advise on the eligibility of short courses for study assistance)
 - c) Provision of training necessary to provide eligibility to join a professional association or ability to undertake certain legislative requirements related to a profession as per clause 7.12 "Reimbursement of Professional Association Fees"
- 10.3.5.3. Financial Assistance and leave to attend classes and examinations may be granted to eligible staff members enrolled in an approved course;

- 10.3.5.4. Staff need to pay their fees up front each semester and claim reimbursement upon successful completion at the end of each semester
- 10.3.5.5. Approval is given by the General Manager; and
- 10.3.5.6. Information for Employees in this regard will be appropriately detailed in an Administration Instruction
- 10.3.6. Secondments as a Learning Tool
 - 10.3.6.1. Council is committed to providing opportunities to Employees for Internal Secondments for the purpose of enhancing Employees' professional and personal development and for better use of human resources throughout Cairns Regional Council
 - 10.3.6.2. Information for Employees in this regard will be appropriately detailed in an Administration Instruction

10.4. Personal Review & Development Plan (PRDP)

- 10.4.1. In underpinning Council's commitment to ensure equity in appropriate and beneficial training and development being offered to all Employees, Council will, over the life of this Agreement put in place measures to meet 100% compliance in Employees participating in the annual Personal Review and Development Plan (PRDP).

This will provide all Employees with the opportunity to participate in their own personal development through the process of creating a plan based on the Corporate Plan, awareness, values, reflection, goal-setting and planning for their personal development within the context of a career, education and self-improvement. PRDP will also be a key input into the annual Council training programs based on approved development actions as agreed between Employees and their managers.
- 10.4.2. The PRDP process provides a direct link between Employees and supervisors that facilitates clear and meaningful feedback to support the achievement of the agreed goals outlined in the PRDP.
- 10.4.3. This process consists of three main stages:
 - 10.4.3.1. Joint development of objectives, behaviours and agreed commitments;
 - 10.4.3.2. Interim progress reviews to coach and give one-on-one feedback and intermittently review the skills matrix against the current skill set; and
 - 10.4.3.3. Review of roles and responsibilities contained in the position description;
- 10.4.4. The objective of the system is to provide an effective user-friendly professional development system for Employees.
- 10.4.5. The process provides staff with the opportunity to:
 - 10.4.5.1. Actively contribute to the achievement of Council's goals;
 - 10.4.5.2. Participate in setting work objectives and commitments;
 - 10.4.5.3. Improve communication and feedback with managers and staff;
 - 10.4.5.4. Clearly understand job requirements and expected behaviours;
 - 10.4.5.5. Identify and pursue personal/professional learning and development opportunities; and
 - 10.4.5.6. Receive recognition for achievements
- 10.4.6. This PRDP process, conducted prior to completion of the probationary period and then annually thereafter, closely aligns to what the Employee, the Employee's team / work unit and Cairns Regional Council want to achieve. In addition, many aspects of the system support the factors that contribute to Employee engagement which manifest in:
 - 10.4.6.1. Clear direction;
 - 10.4.6.2. Supportive environment;
 - 10.4.6.3. Challenge and meaning;
 - 10.4.6.4. Influence;

10.4.6.5. Growth and recognition; and

10.4.6.6. Relationship with supervisor

10.4.7. There are three phases to the process:

10.4.7.1. Planning;

In the planning phase the Employee and supervisor work together to create a performance plan that includes:

- The results, focus areas and objectives the Employee will achieve;
- The knowledge, skills, agreed behaviours and capability sets required to perform the role in its entirety and in a dynamic environment;
- A development plan listing activities that will support personal and professional development; and
- The Employee's plan needs to be linked to the Cairns Regional Council vision, values, and strategic priorities. To make that happen, the supervisor will provide the Employee with the team / section goals, Cairns Regional Council vision, values, and strategic priorities, and their own objectives

10.4.7.2. Performing

In the performing phase of the PRDP cycle, the Employee works toward achieving the results they have committed to. To be effective in this phase and in the Employees' job, they will need to do four things:

- Track their own performance against their plan. The Employee should collect evidence over time to support their performance. Examples of evidence may include samples of work, feedback from customers etc.
- Seek and act on feedback from others;
- Request coaching and support; and
- Conduct at least one interim review with the Employees' supervisor to check their progress.

10.4.7.3. Reviewing

At the end of the PRDP cycle, the Employee and their supervisor meet to discuss the accomplishments and contributions and provide performance feedback. The reviewing performance discussion is a summary of the interim progress discussions that have been had up to that point, including a look at new or changing circumstances and information collected since the last discussion. The Employee and their supervisor will compare actual results to the results that were planned. If the Employee and their supervisor have been tracking performance and sharing information throughout the cycle, there should be no surprises in this discussion. Instead, the review is a forward-looking discussion.

10.5. Learning & Development Categories

10.5.1. Council will structure its learning and development programs so that they are categorised in accordance with the level of education and expected learning outcome of the Employee as follows:

10.5.1.1. Category One

The course of study to be undertaken is a condition of the Employee's position. This category comprises traineeships, apprenticeships and cadetships. A nationally accredited qualification will be attained at completion of the course.

10.5.1.2. Category Two

The course has direct relevance to the Employee's area of work and completion of the course would be advantageous to the Employee's current position. Course completion may or may not result in the attainment of a nationally accredited qualification.

10.5.1.3. Category Three

The course has direct relevance to areas of the Employee's personal development that will enhance and complement their practical competencies. Such courses are outlined within the Learning and Development Program Guide and are generally delivered in-house.

10.6. Recognition of Training

- 10.6.1. The Learning and Development Unit will host the annual Cairns Regional Council Training Awards in order to recognise training excellence within our workforce and to celebrate Council's ongoing commitment to professional development.

11. UNIFORM CLOTHING

11.1. Uniforms – Outdoor Staff

- 11.1.1. This Clause 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.
- 11.1.2. Council agrees to provide new Employees with an allocation of clothing comprising:
- 11.1.2.1. Seven (7) long sleeve shirts with corporate logo;
 - 11.1.2.2. Seven (7) long pants with corporate logo;
 - 11.1.2.3. One (1) pair of safety glasses;
 - 11.1.2.4. One (1) broad brim hat; and
 - 11.1.2.5. Two (2) pairs of approved safety foot wear to the value of \$150.00 per pair
- 11.1.3. Of the full allocation in Clause 11.1.2 above, a new Employee upon commencing with Council will receive the allocation in the staged delivery below:
- 11.1.3.1. Four (4) long sleeve shirts with corporate logo initially and the remaining three (3) shirts after successfully completing the Employee probationary period;
 - 11.1.3.2. Four (4) long pants with corporate logo initially and the remaining three (3) pants after successfully completing the Employee probationary period; and
 - 11.1.3.3. One (1) set of approved safety foot wear to the value of \$150.00 and the remaining pair to the value of \$150.00 after successful completing the Employee probationary period
- 11.1.4. Council agrees to provide existing Employees with an annual issue of three (3) long sleeve shirts with corporate logo, three (3) long pants with corporate logo and one (1) set of safety glasses. Fair wear and tear will be taken into consideration for the replacement of clothing and footwear.
- 11.1.5. All uniforms must be worn in line with WH&S standards for UV protection, PPE and Corporate presentation standards.
- 11.1.6. Employees who require special fit footwear due to a medical condition will be provided with such footwear at no cost to the Employee on production of medical advice.
- 11.1.7. The issued uniforms must not be altered from the original manufacturers design; and Employees will be required to maintain these items to a reasonable standard.

11.2. Corporate Uniforms

- 11.2.1. This clause 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 full corporate uniform as PPE.
- 11.2.2. The Council will provide each Employee with an annual subsidy to a maximum of \$350.00 per person per annum for the provision of uniforms to be purchased from Council's contracted provider of indoor uniforms.
- 11.2.3. Where an Employee who primarily works indoors, is required to work outdoors, as part of their role, they will be issued with one full set of personal protective equipment inclusive of safety foot wear.

Replacement of the personal protective equipment, including foot wear will be on a *fair wear and tear* basis.

12. SIGNATORIES

Signed for and on behalf of **Cairns Regional Council**..... Peter Tabulo
In the presence of Linda Mary Kirchner

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland William Ludwig
In the presence of:..... Melinda Chisholm

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

Signed for and on behalf of the Queensland Services, Industrial Union of Employees Katherine Nelson
In the presence of:..... Neil Henderson

Signed for and on behalf of the Automotive, Metals, Engineering,
Printing and Kindred Industries Industrial Union of Employees, Queensland Rohan Webb
In the presence of:..... Ann-Marie Allan

Signed for and on behalf of The Electrical Trades Union of Employees Queensland..... Keith McKenzie
In the presence of:..... Kathryn Bignell

Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland,
Union of Employees Bradley O'Carroll
In the presence of:..... Keren Roberts

Signed for and on behalf of the Federated Engine Drivers' and Firemens'
Association of Queensland, Union of Employees Michael Ravbar
In the presence of:..... Siobhan Doogan

Signed for and on behalf of United Voice, Industrial Union of Employees, Queensland Gary Bullock
In the presence of:..... Mary Bennis

Signed for and on behalf of The Association of Professional Engineers,
Scientists and Managers, Australia, Queensland Branch, Union of Employees..... Bradley O'Carroll
In the presence of:..... Danny Donohue

SCHEDULES

SCHEDULE 1 - STANDARD HOURS OF EMPLOYMENT - NINETEEN WORKING DAYS OVER A FOUR WEEK PERIOD

1. Application Of Schedule

- 1.1. This Schedule shall apply to all Employees employed in a full time capacity in accordance with the terms and provisions of the Cairns Regional Council Certified Agreement 2012.
- 1.2. Employees wishing to enter into an Agreement to not accrue Rostered Days Off (RDO) and work twenty working days of the month shall adhere to the provisions as set out in Clause 6.2 Workplace Flexibility Agreements. Provided that it can be demonstrated, the Chief Executive Officer may, upon application, exclude an Employee from the standard hours provisions of this Schedule where the inclusion of the Employee would, in the demonstrated opinion of the Chief Executive Officer, be of personal benefit to the Employee in avoiding hardship, or prejudice the efficient operation of the Council's business. In the case of such an exclusion, the Employee will be engaged on a schedule of a 20 working day month, working full daily ordinary hours in accordance with the relevant Award. Such an arrangement would not accrue Rostered Days Off (RDO).

2. Hours Of Duty – 36.25 Hours A Week

- 2.1. 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 - RDO Accrual, below. Employees are required to be at their respective workstations ready to start work at the agreed commencing time.

3. Hours Of Duty - 38 Hours A Week

- 3.1. 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 - RDO Accrual, below. Employees are required to be at their respective work stations ready to start work at the agreed commencing time.

4. RDO Accrual

- 4.1. RDO time will accrue at .05263158 hrs per hour booked for each of the following:

- Normal Time
- Paid Jury Service Leave
- Paid Training Leave
- Public Holidays

- 4.2. 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.

- 4.3. Each Employee covered by this Agreement shall apply the hours held in credit toward one RDO in each and every four week period in accordance with a roster authorised by the relevant manager / supervisor. Should at the time of taking the RDO there is insufficient time in credit to amount to seven hours and fifteen minutes, for 36.25 hrs a week Employees or seven hours and thirty-six minutes, for 38 hrs a week Employees as the case may be, then such a shortfall shall be taken as annual leave.

- 4.4. Local Government Officer 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 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.

- 4.5. Notwithstanding anything contained herein, the CEO or the CEO's nominated delegate, may require any Employee to work on the RDO where in the opinion of the CEO such work is necessary.

5. Overtime

- 5.1. Subject to this Agreement, for the purpose of Clause “Hours of Work” and Clause 7.18 “Overtime” of the Agreement, the hours provided for in Clause “Hours of Duty – 36.25 Hours a Week” and Clause “Hours of Duty – 38 Hours a Week” of this Schedule 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.

SCHEDULE 2 - NINE (9) DAY FORTNIGHT

1. Employees Working A 36.25 Hour Week - Local Government Officers’ Award.

- 1.1. Where operational requirements permit, eligible Employees working under the Local Government Officers’ Award in consultation with their manager may work a nine-day fortnight arrangement provided that:
- 1.2. Employees have worked 72.5 ordinary hours over 9 days. These hours must be worked between the normal span of ordinary hours between 6.00am and 6.00pm in Agreement with their supervisor/manager
- 1.3. Employees must work an additional 26 minutes per day for 9 days in a normal 10 day (2 week) period.

2. Employees working a 38 hour week - Local Government Employees’ Award.

- 2.1. Where operational requirements permit, eligible Employees working under the Local Government Employees Award in consultation, with their manager, may work a nine-day fortnight arrangement provided that:
- 2.1.1. Employees have worked 76 ordinary hours over 9 days. These hours must be worked between the normal span of ordinary hours between 6.00am and 6.00pm., to a work pattern that is set in Agreement with the supervisor/manager
- 2.1.2. Employees must work an additional 27 minutes per day for 9 days in a normal 10 day (2 week) period
- 2.1.3. Where an Employee’s RDO falls on a Public Holiday, then the Employee shall be entitled to either the next or the previous working day off, but if this is unsuitable to either the Employee or the Employee’s manager, then the Employee may take another day selected by mutual Agreement between the Employee and the manager.
- 2.1.4. The banking of RDO’s will be permitted under this Agreement only in order to provide Employees with RDO’s to be used in the Christmas shutdown period. Under this provision all Employees have the option to accrue days to a maximum of three RDO’s from the October 1 preceding the Christmas period for that year.
- 2.1.5. Where an Employee has as agreed to work on their RDO due to operational reasons they may elect to accrue their RDO as TOIL or to be paid overtime for the hours worked. Overtime will be paid in accordance with the relevant Award.
- 2.1.6. The above clause will not apply to Employees subject to the Local Government Officer’s Award who are at Local Government Officer Level 6 and above.
- 2.1.7. When an Employee has taken a period of sick that may go over their scheduled RDO, the RDO will be recorded as taken as scheduled with no reduction in their sick leave accrual.
- 2.1.8. An Employee who falls sick on their RDO shall not receive any further day off in lieu of the RDO and may not claim the day as sick leave.
- 2.1.9. An Employee who takes a sick leave on a day prior to or after their RDO on a recurring basis that demonstrates a definite pattern the Employee may be required to produce a doctor’s certificate in these instances in accordance with standard absenteeism management procedures.
- 2.1.10. Annual leave entitlements shall be recorded in hours so that each day’s annual leave shall be recorded as 8.06 and 8.45 hours as appropriate.
- 2.1.11. During pay periods in which annual leave is taken, Employees shall be entitled to take their RDO, with no reduction in annual leave credits.
- 2.1.12. A day of relief work by an Employee necessitated due to the absence of a Employee in higher levels on their RDO shall not count as part of the qualifying period for higher duties purposes, unless that absence is preceded or followed by any other leave.

- 2.1.13. An Employee who is relieving in a higher position, that is an Award position or a contract manager position, in which a Nine (9) Day Fortnight is not applied, and who is receiving the higher duties payments for that position, is excluded from the RDO arrangements and shall not be entitled to take RDO's whilst so relieving and shall not accrue RDO's during the period of relief.

SCHEDULE 3 - PURCHASE OF LEAVE

ANNUAL LEAVE FLEXIBILITY – PURCHASE OF ADDITIONAL ANNUAL LEAVE

1. Policy

- 1.1. Cairns Regional Council aims to assist staff to balance work and personal commitments by allowing Employees to purchase additional leave of up to 4 weeks over a 12 month period. An additional leave purchase, referred to as *48/52 Annual Leave* for the purposes of the EBA 2012, would allow Employees to accrue up to 4 weeks additional annual leave in a 12 month period by reducing their 52 week annual salary to a 48 week annual salary following approval from their Manager and General Manager.
- 1.2. An Employee is able to maintain their superannuation benefit by continuing their normal Employee and employer superannuation contribution for the period of the purchased leave.
- 1.3. Employees will have the option of purchasing one, two, three and four weeks (i.e. 51/52, 50/52, 49/52, 48/52). The purchased leave option will need to be in place for a minimum period of 12 months. Employees on the 48/52 Annual Leave arrangement are obliged to take the leave within the 12 month period in which it is accrued.
- 1.4. Once the 48/52 arrangement is put in place, an Employee's salary will be reduced by up to 7.68%. One week's salary equates to 1.92% of an Employee's annual salary. This reduced annual salary will then be the Employee's annual salary for all purposes of the Award and EBA and will be paid throughout the year, including when they take annual leave.
- 1.5. The 17.5% annual leave loading will be paid on the Employee's normal salary rather at the reduced rate, to a maximum of five weeks paid annual leave. Ordinary annual leave entitlements continue to accrue at the current rates for leave liability reporting purposes. Superannuation contributions will be remitted at the 48/52 salary rate.
- 1.6. Where an Employee terminates employment whilst on a 48/52 arrangement, the relevant 48/52 salary rate is the applicable rate for payment of entitlements.

2. Working Example

- 2.1. This example shows the impact on an Employee's fortnightly salary when an additional four weeks, of annual leave is purchased.

48/52 Annual Leave Arrangement	Without purchased leave	With 4 weeks purchased leave
Annual salary (gross)	45,000.00	41,538.00
Employer contribution per annum (12%)	5,400.00	4,985.00
Member contribution per annum (6%)	2,700.00	2,493.00

3. Process

Below is the process proposed to underpin the 48/532 Leave Purchase proposal.

3.1. Eligibility

- 3.1.1. Only full time permanent, part-time permanent and full-time fixed-term Employees, with terms of 24 months or more are eligible to apply for 48/52 annual leave arrangements.
- 3.1.2. Employees who have accrued annual leave in excess of 20 days or accrued long service leave in excess of 65 days are unable to apply for 48/52 annual leave unless they have approved arrangements to clear their excess leave within the 12 month period, such as part of a planned long-term break.

3.2. Conditions

- 3.2.1. An Employee may purchase additional leave of at least one (1) week, in blocks of one week, up to a maximum of 4 weeks within a 12 month period.
- 3.2.2. Approval is for 12 months only and a new application must be made every 12 months.
- 3.2.3. Deductions from an Employee's salary will commence in the first available pay period after approval. Any permanent salary increases or decreases such as an EBA increase, salary increment, promotion, reclassification etc. will affect the deduction amount and will be adjusted as soon as possible after the Employee's salary changes.
- 3.2.4. Purchased Leave cannot be rolled over from one 12 month period to the next. The Employee must take the leave in the 12 month approved period.
- 3.2.5. The cost of the additional leave will be by fortnightly pay deduction.
- 3.2.6. If an Employee, with approved purchased leave, changes jobs within Council, then the arrangements will be honoured.
- 3.2.7. Purchased Leave can be taken in conjunction with all leave provisions. Where a public holiday falls within a period of Purchased Leave, the public holiday is not counted as a day of annual leave.
- 3.2.8. Purchased leave will not be approved where an Employee has concurrently sought CEO approval to take annual leave at half pay for exceptional circumstances as provide by this Agreement.
- 3.2.9. Purchased Leave can only be accessed at full pay.

3.3. Approval Process - Initial Application

- 3.3.1. The supervisor or manager should assess applications for Purchased Leave while bearing in mind it is benefit for Employees. All parties must however take into consideration the Employee's needs balanced against Council's operational and service delivery requirements.
- 3.3.2. Once an Employee and a manager have negotiated a 48/52 leave purchase arrangement the Employee must apply for the leave using Council's on-line leave approval system. For Employees without information system access an appropriate leave request form must be completed for approval and forwarding to Council's Payroll Unit.
- 3.3.3. If the manager does not approve an application, the supervisor or manager must discuss the reasons with the Employee. The Employee's General Manager has final discretion over the approval of purchase of leave requests. Should an Employee not be satisfied with the reason given to not approve an application, and a resolution cannot be reached through negotiation, then an Employee may follow the standard grievance procedures in Council's Certified Agreement.
- 3.3.4. Employees should submit a request to purchase annual leave, by the end of November each year.

3.4. Accruing purchased leave

- 3.4.1. Once the purchasing of additional leave has been approved, the accruals will be added to the Employee's leave balance and will show as a separate accrual leave type in Council's human resource management system (CHRIS).
- 3.4.2. When applying for annual leave, the purchased annual leave accruals will be deducted from the Employee's purchased leave accrual first and then any other annual leave accruals will be deducted.
- 3.4.3. An Employee may withdraw from an approved purchased leave arrangement, by writing to their supervisor or manager. If the withdrawal is agreed, the supervisor or manager will notify the Payroll Unit who will conduct a reconciliation and make appropriate salary adjustments.
- 3.4.4. If an Employee resigns from Council or takes long-term leave while an approved purchased leave arrangement is in place, reconciliation will be undertaken and appropriate salary adjustments made.

3.4.5. At the end of the purchased leave period, Payroll Unit will carry out a reconciliation of the Employee's purchased leave and the leave actually taken. Where there is a discrepancy the Employee will be advised of the debit or credit. If a salary adjustment is necessary, it will be made in the next available pay period.

3.5. Taking purchased leave

3.5.1. After a period of 48/52 leave has been approved all Employees are required to submit an online annual leave application or appropriate leave form in advance of the purchased leave being taken.

3.5.2. The granting of this leave is subject to the supervisor's Agreement and the proposed dates may need to be negotiated in light of operational and service delivery requirements.

SCHEDULE 4 - STANDBY FOR EMERGENCY WORK

ON-CALL AGREEMENT

1. On Call Allowance

- 1.1. This Agreement shall apply to all Employees who are engaged to participate in Standby/Call out Roster.
- 1.2. 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.
- 1.3. Council may instruct an Employee to be available to perform emergency work either remotely or through attendance at the work-site outside his/her normal working hours.
- 1.4. In return for the Employee holding him/herself available for work outside of ordinary working hours (on call), an allowance of 39.63 per day is payable.
- 1.5. The on call allowance shall be increased annually from the first full pay period after July 1 annually in accordance with the wage increase in Clause 7.3 of this Agreement.
- 1.6. To be eligible for the allowance, the Employee must have been instructed to be available for work and be readily accessible and in a fit state if called upon to perform work.
- 1.7. Employees who are on call (i.e: in receipt of on call allowance) and are called upon to perform emergency work will be paid overtime in accordance with Clause 2 of this Schedule relating to Call Out Payment.

2. Call Out Payment for Attending Site

- 2.1. This clause applies to Employees rostered and required to be on call and remain within an operationally reasonable travel time to the work location.
- 2.2. If an Employee is required to travel to a work place to perform necessary emergency work, the Employee shall be entitled to payment for such work from the time of leaving home to commence that work until the time the Employee returns home.
- 2.3. For the purposes of this Agreement On-call arrangements will come into force from the completion of the Employees normal rostered hours.
- 2.4. The payment received in these circumstances for work performed Monday to Friday shall not be less than a minimum payment of three (3) hours being paid at time and one half. Subsequent time after the initial 3 hours will be paid at double time.
- 2.5. The payment received for work performed Saturday and Sunday shall not be less than a minimum payment of three (3) hours at double time.
- 2.6. The payment received for work performed on a Public Holiday shall not be less than a minimum payment of three (3) hours at double time and one half.
- 2.7. Any subsequent requirement to perform work away from home, which occurs within the initial three (3) hour time period, and does not extend beyond the three (3) hour time period will not be subject to an additional three hours if the Employee has not returned home.
- 2.8. The minimum rate of pay applying to call outs payable under this clause will be Level 4 increment 1 of the Queensland Local Government Officers Award 1998.

- 2.9. The minimum payment of three (3) hours at the rate above 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.
- 2.10. Second and subsequent call out periods on Monday to Friday where the Employee has returned home will attract a payment of double time.
- 2.11. An Employee whose period of on call duty includes or coincides with a Public Holiday shall receive the equivalent of one day at the Employees normal pay rate in addition to the normal time pay for the Public Holiday.
- 2.12. Employees who are not the On- Call officer but are called out to support the operation of the on call service, agree to continue to assist as required on a call out basis subject to reasonable consideration of Employee wellbeing/work-life balance. In such circumstances, the Employee shall receive, as the second person on the call-out, a minimum payment of four (4) hours at the Employees' normal pay rate and applicable overtime Award provisions.
- 2.13. Where an Employee who is not the On- Call officer but has attended work to provide assistance receives a second or subsequent request to provide assistance within the four (4) hour period, that Employee will not be entitled to an additional four (4) hour payment.

3. Call Out Payment for Remote Access

- 3.1. This clause applies to Employees rostered and required to be on call via remote access such as, but not limited to, telephone, modem, personal computer or tablet, where the Employee actually remotely operates assets to remedy a fault.
- 3.2. **Phone Support** – An Employee contacted by phone and who provides phone support only on Monday to Friday shall be paid a minimum of one (1) hour being paid at time and one half including subsequent phone support. An Employee contacted by phone and who provides phone support on Saturday or Sunday shall be paid a minimum of one (1) hour being paid double time including subsequent phone support. An Employee contacted by phone and who provides phone support on a public holiday shall be paid a minimum of one (1) hour being paid double time and one half including subsequent phone support.
- 3.3. **Remote Access** -The payment received in these circumstances for work performed Monday to Friday shall not be less than a minimum payment of two (2) hours being paid at time and one half. Time worked on the call-out that goes beyond the initial two (2) hours will attract a payment of double time for the period of actual further time worked.
- 3.4. The payment received for work performed Saturday and Sunday shall not be less than a minimum payment of two (2) hours at double time. Time worked on the call-out that goes beyond two (2) hours will attract a payment of double time for the period of actual further time worked.
- 3.5. The payment received for work performed on Public Holidays shall not be less than a minimum payment of two (2) hours at double time and one half. Time worked on the call-out that goes beyond two (2) hours will attract a payment of double time and one half for the period of actual further time worked.
- 3.6. Any subsequent requirement to perform remote access work, which occurs within the initial two (2) hour time period, and does not extend beyond the two (2) hour time period will not be subject to an additional two (2) hours.
- 3.7. The minimum rate of pay applying to call outs payable under this clause will be Level 4 increment 1 of the Queensland Local Government Officers Award 1998.

4. Call Out Provisions

- 4.1. 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.
- 4.2. 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.
- 4.3. The use of the vehicle, a utility, shall be in accordance with Council's policy on private use of motor vehicles.

- 4.4. 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.
- 4.5. Rosters will be prepared on weekly cycles with one (1) Employee being on call for each week of the cycle.
- 4.6. Where possible the number of staff participating on an after-hours call out roster should be a minimum of four (4). However, it is acknowledged that there may be some work areas where it is not possible for a minimum of four (4) staff members.
- 4.7. The call out officer for each call out will record the date, time, name of Employee, and details of job, rectification or action taken and actual hours worked.
- 4.8. Whilst an Employee is on any type of leave, except where the provisions of Clause 4.11 and Clause 4.12 of this Schedule may apply, they are not eligible to participate in On- Call rosters. Should an Employee rostered to be On-Call be required to take leave during their rostered period, the Employee must advise the relevant manager, as early as is possible, so that alternate On-Call roster arrangements can be made.
- 4.9. Where an Employee is on an On-Call roster and is required to take carer's leave at short notice that coincides with a day they are rostered to be On-Call, the relevant manager must make all efforts to locate a substitute employee to undertake the rostered On-Call duties, or put in place other suitable arrangements.
- 4.10. Where no other Employee is available to be a substitute for an On-Call roster day, and the On-Call roster relates to critical operational requirements that cannot be met in the short term by other arrangements other than an On-Call roster, the relevant manager may enquire of the rostered Employee if their carer responsibilities are of a nature that will allow them to safely continue to fulfil their On-Call roster responsibilities for a specified period of the On-Call roster day or the full 24 hour period of the On-Call roster day.
- 4.11. If it is mutually agreed between the relevant manager and rostered Employee that they can safely continue to fulfil their On-Call roster responsibilities for up to a maximum 24 hour period, the relevant manager may seek approval from the general manager for the rostered Employee to remain on the On-Call roster while simultaneously on carer's leave for a specified period of no greater than 24 hours. The general manager, must on these occasions contact Payroll directly to advise of the approved arrangement.
- 4.12. Where an Employee is on an On-Call roster and also working to 9 -Day fortnight arrangements, where operational needs dictate, there may be a requirement for the Employee to be On-Call during the Employee's rostered day off.

SCHEDULE 5 - UNPLEASANT WORKING CONDITIONS ALLOWANCE (UPC)

WORK INSTRUCTION

1. Intent

- 1.1. 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.

2. Background

- 2.1. 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.
- 2.2. The payment was to cover the collection of faeces and vomit and was not for general rubbish collection or the picking up of syringes.

3. Award Provision

- 3.1. 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.

4. Objectives Of The Allowance

4.1. The objective of this allowance is;

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

5. Payment Of Allowance

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

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

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

6. Steps To Be Followed By Supervisors When Deciding To Approve UPC

6.1. It is not an automatic allowance and is paid via the Employee’s daily timesheet on a case-by-case situational basis.

6.2. Where an Employee makes a claim for Unpleasant Working Conditions, the supervisor must either approve or decline such claim for this allowance.

6.3. 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.

6.4. 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;

7. Emergency Situations

7.1. Employee and supervisors must ensure that the appropriate personal protective clothing is available and worn.

7.2. 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 6 – MECHANICAL WORKSHOP DISABILITY ALLOWANCE

Cairns City Council – Disability Allowance Workplace Specific Agreement

CAIRNS CITY COUNCIL –DISABILITY ALLOWANCE
WORKPLACE SPECIFIC AGREEMENT

MECHANICAL WORKSHOP DISABILITY ALLOWANCE AGREEMENT

This agreement is made under the terms of Clause 15 of the Cairns City Council State Award Employees Enterprise Agreement, between the Cairns City Council and the Australian Manufacturing Workers' Union.

1. TITLE

7

This agreement shall be known as the Cairns City Council Mechanical Workshop Disability Allowance Agreement.

2. OBJECTIVES OF AGREEMENT

To provide certainty and consistency with regards the payment of listed allowances as proscribed by the Engineering Award – State.

3. PARTIES BOUND

The parties to this agreement are:

- Cairns City Council
- Australian Manufacturing Workers' Union

4. RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Cairns City Council State Award Employees Enterprise Bargaining Agreement and the terms of the Award listed in that Agreement. However, where there is any inconsistency between this Agreement on the one hand and the Cairns City Council Certified Agreement or the relevant Award on the other hand, this Agreement shall prevail to the extent of that inconsistency.

5. COVERAGE

This agreement will apply to employees of Cairns City Council engaged at Council's Mechanical Workshop/s under the terms and conditions of the Engineering Award – State and the Enterprise Bargaining Agreement.

6. DATE OF OPERATION

This agreement will apply as from the 1st July 2006 and will expire as at the expiry of the State Award Enterprise Bargaining Agreement 5.

7. DISABILITY ALLOWANCE PAYMENT

- (a) An allowance of 0.6Ec shall be paid for each hour worked and shall be in lieu of the Award Allowances as listed hereunder.

Clause	5.8.7	Confined Space Allowance
	5.8.8	Construction Allowance
	5.8.9	Dirty Work Allowance

Cairns City Council – Disability Allowance Workplace Specific Agreement

- 5.8.32 Repair of Unclean Vehicles
- 5.8.33 Repair Work Allowance
- 5.8.41 Toxic Substance Allowance
- 5.8.43 Wet, Hot or Noxious Gas Fumes

This allowance will be \$0.85 from first pay period after the 1 July 2006 and will increase in line with State Award Enterprise Bargaining wage increase .

- (b) Employees engaged on plant in putrescible wastes at Councils Waste Handling and Treatment facilities, or on plant on plant from those facilities, or plant constantly handling putrescible waste that arrives into the mechanical workshop where such plant and equipment has not been cleaned will be entitled to be paid a disability allowance loading of 25% for each hour worked whilst so engaged on the repair of this plant / equipment. Provided that this allowance shall be in lieu of the General Disability Allowance as prescribed in Clause 7 (a) of this agreement.
- (c) Employees in receipt of the Live Sewer Allowance as prescribed in Clause 3.5 Allowances Live Sewer Work - Schedule 4 of the Engineering Award – State shall not receive the payment as prescribed in Clause 7 (a) of this agreement for the period of payment of the Live Sewer Allowance.
- (d) This agreement replaces all pre-existing agreements either written verbal or otherwise as at 1 June 2006.
- (e) The allowance, prescribed at 7(a), shall be indexed to wage increases as prescribed by Councils State Award Enterprise Bargaining Agreements.
- (f) This agreement shall be reviewed annually from operative date at the request of either party.

8. GRIEVANCE AND DISPUTES

The parties will follow the Grievance/Dispute Settlement procedure as listed in Clause 39 of the State Award Enterprise Bargaining Agreement.

9. SIGNATURES

SIGNED for and on behalf of THE COUNCIL
OF THE CITY OF CAIRNS.
D B FARMER
CHIEF EXECUTIVE OFFICER

}

Date:

}

In the presence of:-

}

}

}

}

(Print Name In Full)

(Title)

(Print Name In Full)

}

}
}
}
}
}
} _____
(Print Name In Full)

SCHEDULE 7 – SEWERAGE TREATMENT PLANT DISABILITY ALLOWANCE

Cairns Regional Council (Cairns Water) Disability Allowance – Workplace Specific Agreement
#2646157v2

CAIRNS REGIONAL COUNCIL (CAIRNS WATER) DISABILITY ALLOWANCE SEWERAGE TREATMENTS PLANTS – WORKPLACE SPECIFIC AGREEMENT

This Agreement is made under the terms of Clause 3.9 of the Cairns Regional Council Certified Agreement 2009, between the Cairns Regional Council and the Australian Workers Union of Employees.

1. TITLE

This agreement shall be known as the Cairns Regional Council (Cairns Water) Disability Allowance Workplace Specific Agreement.

2. OBJECTIVES OF AGREEMENT

To recompense employees employed full time at a Cairns Regional Council Sewerage Treatment Plants for Disabilities encountered.

3. PARTIES BOUND

The parties of this Agreement are:

- 3.1. Cairns Regional Council.
- 3.2. Australian Workers Union of Employees.

4. RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Cairns Regional Council Certified Agreement 2009 and the terms of the Award listed in that Agreement. However, where there is any inconsistency between the Agreement on the one hand and the Cairns Regional Council Certified Agreement or the relevant Award on the other hand, this Agreement shall prevail to the extent of that inconsistency.

5. COVERAGE

This Agreement shall apply only to State Award employees of Cairns Water and Waste employed in positions at Cairns Regional Council Sewerage Treatment Plants to compensate these employees while engaged in work involving live sewage where there is a disability associated with direct contact with live sewage on daily basis. This includes Sewage Treatment Plant Operators, Assistant Sewage Treatment Plant Operators and Trainee Sewage Treatment Plant Operators.

6. DATE OF OPERATION

- 6.1 This allowance will apply as from 10 July 2010 to the nominal date of expiry of 12 June 2012 of the Cairns Regional Council Certified Agreement 2009.
- 6.2 The parties agree that as part of the negotiations for a new certified agreement new provisions that adequately cover the issue of a Disability Allowance for employees engaged at Cairns Water and Waste within positions at Cairns

Calrns Regional Council (Calrns Water) Disability Allowance – Workplace Specific Agreement
#2646167v2

Regional Council Sewerage Treatment Plants will be discussed and implemented.

7. RATE OF THE ALLOWANCE

- 7.1 The employee covered by this agreement shall not receive payment of the allowance as prescribed in Clause 5.8.2 Live Sewer Work Allowance of the Local Government Employees (Ex BCC) Award – State 2003 but shall instead receive a maximum weekly allowance indexed in accordance with the % wage increase as may apply through the Calrns Regional Council Certified Agreements.
- 7.2 The rate of the allowance will be paid over the life of this Agreement as follows:
- 7.2.1 Year 1: 10 July 2010 to 10 July 2011 - \$268.61 weekly
- 7.2.2 Year 2 : 10 July 2011 to 12 June 2012 - \$364.35 weekly
- 7.3 This allowance will cover all hours worked. No additional live sewage allowance will apply when overtime is worked or when an employee is engaged in call-out arrangements working extra hours.
- 7.4 Where all or any leave is taken, the weekly disability allowance will be adjusted on a pro rata basis to reflect actual hours worked that are subject to the disability
- 7.5 Clause 7.4 will not apply to Roster Days Off (RDO) as an RDO represents time already worked where the employee will have been exposed to the live sewage disability
- 7.6 The Year 2 rate of this Agreement will remain in force until the expiry of the Calrns Regional Council Certified Agreement 2009 in accordance with Clause 3.9 (d) (I) (D)

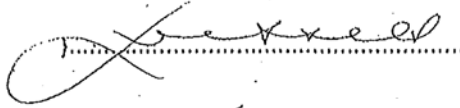
8. GRIEVANCES AND DISPUTES

The parties will follow the Grievance / Dispute Resolution Procedure, listed in Clause 9.1 of the Calrns Regional Council Certified Agreement 2009.

Cairns Regional Council (Cairns Water) Disability Allowance – Workplace Specific Agreement
#2646157v2

9. SIGNATURES


SIGNED for and on behalf of the
CAIRNS REGIONAL COUNCIL
LYN RUSSELL
CHIEF EXECUTIVE OFFICER




Date:

8th September 2010

In the presence of: -


Ray Evans
(Print Name In Full)

SIGNED for and on behalf of AUSTRALIAN
WORKERS UNION of EMPLOYEES



Secretary
(Title)

William Patrick Ludwig
(Print Name In Full)

Date:

22nd September 2010

In the presence of: -


Ben Swan
(Print Name In Full)

SCHEDULE 8 – ANNUALISED ALLOWANCE - FITTERS

Cairns Regional Council

CAIRNS REGIONAL COUNCIL – ANNUALISED FITTERS ALLOWANCE – CAIRNS WATER

- STATE ENGINEERING AWARD

This agreement is made, between the Cairns Regional Council and the Employee's specifically listed as signatures to this agreement. This agreement will form part of the conditions of employment for any future employee's employed in these callings.

1. TITLE

This agreement shall be known as the CAIRNS REGIONAL COUNCIL – ANNUALISED FITTERS ALLOWANCE – CAIRNS WATER - STATE ENGINEERING AWARD.

2. OBJECTIVES OF AGREEMENT

To provide certainty and consistency with regards the payment of listed allowances as prescribed by the Engineering Award – State.

2. PARTIES BOUND

The parties to this agreement are:

- Cairns Regional Council
- Australian Manufacturing Workers Union
- The positions outlined in Clause 4 – Coverage and any future positions within the same callings.

3. RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Cairns City Council State Award Employees Enterprise Bargaining Agreement and the terms of the Award listed in that Agreement. However, where there is any inconsistency between this Agreement on the one hand and the Cairns City Council Certified Agreement or the relevant Award on the other hand; this Agreement shall prevail to the extent of that inconsistency.

4. COVERAGE

This agreement will apply to the following positions:

CW180	Team Leader Mech. Maintenance
CW181	Fitter
CW182	Fitter
CW183	Fitter
CW184	Fitter
CW185	Fitter
CW220	Fitter & Turner

This agreement will form part of the terms and conditions of any future employees that are employed in the above callings within Cairns Water Operations under the terms and conditions of the Engineering Award – State and the Enterprise Bargaining Agreement.

The General Manager may approve the additional position than those stated above be eligible for the Annualised Fitters Allowance as a result of changes in organisational structure.

Cairns Regional Council

For Positions stated in Clause 4 – Coverage the amount of \$14,010.97 per annum or \$7,844.8 per hour based on a 47 week, 38 hour week shall apply.

This amount has been arrived at using the following:

• Working in the Rain @ \$0.52 hr ,38 hrs x 52 weeks	\$1,040.00
• Fitter WTL @ \$0.7894 per hr x 38 hrs x 52 weeks	\$1,560.00
• Live Sewerage Allowance @ 3.39 hrs / day x 19 days month, 12mths	\$8,694.49
Note: above hour rate driven penalty based on ET071 at \$22,497.99 hr inclusive of leading hand	
• DAW & DA Current Disability Allowance @ \$34.96 per week	\$1,817.92
• Crane Allowance @ 10.40 per week	\$ 540.80
• Towing Dual Axel Trailer @ \$2.26 per week	\$117.52
• Sand Blasting @ \$2.62 per week	\$136.24
• EWP @ \$0.25 per week	\$13.00
• Dogman @ \$0.75 per week	\$39.00
• Forklift @ 0.25 per week	\$13.00
• Confined Space @ \$0.75 per week	\$39.00
•	
TOTAL ANNUALISED ALLOWANCE	\$14,010.97

For positions of Fitter Apprenticeship within Cairns Water Maintenance Services and unqualified Trades Assistants the amount of \$14,010.97 per annum shall be paid as a percentage of wages as below based on 47 week, 38 hour week shall apply

• Year 1 Apprentices = 50%	\$8,277.32 per annum or \$4.63 hour
• Year 2 Apprentices = 65%	\$9,971.49 per annum or \$5.58 hour
• Year 3 Apprentices = 80%	\$11,665.67 per annum or \$6.53 hour
• Year 4 Apprentices = 95%	\$13,359.84 per annum or \$7.48 hour
• Trades Assistant C11 = 92.4%	\$13,066.18 per annum or \$7.31 hour

5. DATE OF OPERATION

This agreement will apply as from the 1st April 2008.

All parties shall meet four (4) weeks prior to the 30 June 2009 and every year thereafter as to review and discuss the continuation of the agreement.

In the event the agreement ceases to continue, employees appointed to positions as stated in Clause 4 shall claim allowances as per the Engineering Award – State and Cairns City Councils Enterprise Agreement.

6. ANNUALISED ALLOWANCE PAYMENT

This agreement between the parties is to rationalise allowances and over award components into a single annualised allowance combined with the assigned base Award Salary. The only additional allowances that are therefore available, and which may only be claimed where the employee meets the prerequisite conditions applicable to each such allowance, are the following:

Cairns Regional Council

Award Allowances:

- 15% Shift Allowance as per clause 6.5.5 of the Award
- Tool Allowance as per clause 5.8.40 of the Award
- First Aid Allowance as per clause 5.8.15 of the Award
- Meal Allowance as per clause 6.8 of the Award
- The existing Cairns Water Call-out agreement will be treated separately and not form part of this agreement
- Overtime hours will be treated separately and not form part of this agreement.

The following rates will be applied for the purposes of this agreement as negotiated between the employee's and Cairns City Council:

7. DEFINITIONS

DAW & DA Current Disability Allowance: refers to existing all-purpose allowance paid at \$34.96 per week in compensation for the following Engineering Award – State allowances;

- 3.5.7 Confined Space
- 5.5.8 Construction Allowance
- 5.8.9 Dirty Work
- 5.8.32 Repair of Unclean vehicle
- 5.8.33 Repair Work Allowance
- 5.8.41 Toxic Substance Allowance
- 5.8.43 Wet, Hot or Noxious Gas Fumes

EWP : Elevated Work Platform**Fitter WTL : Working Through Lunch**

Live Sewerage Allowance: calculated using the base hourly rate of Engineering Award level C7 \$22.49 (effective 01/07/2007) and includes both Live Sewerage allowance and Unpleasant Working Conditions (UPC).

Leading Hand Allowance: Cairns City Council Certified Agreement – State 5 Clause 49 Enterprise Agreement shall be applied to the base salary of the positions CW180; CW181; CW182; CW183; CW184; CW185 and CW220 (Payroll Code ETO71).

ET071: Engineering Trades Person C7 and rate is inclusive of Leading Hand Allowance is \$22.49799 hour (inclusive leading hand) effective 01/07/2007.

8. APPLICATION

This allowance will be applied and follows:

- (a) This allowance will be paid for all hours worked. Paid RDO and paid sick leave hours will be classed as hours worked.
- (b) Overtime hours shall be treated separately from this agreement and paid in accordance with Award provisions.
- (c) This allowance will not form part of the base rate as it applies to annual leave, leave loading, long service leave, and superannuation.

Cairns Regional Council

- (d) This allowance has been calculated on 47 weeks however for ease of administration the allowance will be calculated and payable over 52 weeks.
- (e) When an employee is assigned to another position not listed in this agreement this agreement will not apply for the period of the assignment.
- (f) This agreement replaces all pre-existing agreements either written verbal or otherwise.
- (g) The Annualised Fitters Allowance shall be indexed on an annual basis in line with the % increase payable in accordance with Award variations as per the Engineering Award — State and with Cairns City Council Enterprise Bargaining Agreement. The indexed rate will apply as from the date of the EBA increase

9. REVIEW AND ANALYSIS

The amount of allowances and base salary has been determined by taking the base rate of the relevant position and applying an estimate of the time exposed to the various allowances within the Award derived from historical data recorded in council's payroll system

~~During the trial of this agreement data shall be captured and recorded by the work units as to ensure the consistent and correct application of allowances WIR and WTL as to ensure no disadvantage to either party occurs. It is acknowledged that a 10 % variance is acceptable.~~

~~Should it be determined that the agreement is not serving the interests of either party, either party after consultation with the other bound party, reserve the right to remove the agreement at the end of the trial period and revert to the current award conditions at the time. Should this agreement be successful it will be rolled up into any new enterprise bargaining agreement.~~

10. GRIEVANCE AND DISPUTES

The parties will follow the Grievance/Dispute Settlement procedure as listed in Clause 39 of the State Award Enterprise Bargaining Agreement.

11. CONTINUOUS IMPROVEMENT

The parties to this agreement agree to continue to work toward improved efficiencies, productivity and flexible working agreements within the workplace to support on going improvements.

12. SIGNATURES

SIGNED for and on behalf of THE COUNCIL
OF THE CITY OF CAIRNS.

N BRIGGS
CHIEF EXECUTIVE OFFICER

}

Date:

}

SIGNED by Witness.

}

}

}

(Signature)

(Print Name In Full)

Cairns Regional Council

Date:

SIGNED for and on behalf of AUSTRALIAN
MANUFACTURING WORKERS UNION.

}
}
}
}
} (Title)
}
}
}
} (Print Name In Full)

Date:

}

In the presence of:-

}
}
}
}
} (Print Name In Full)

SIGNED for and on behalf of AUSTRALIAN
MANUFACTURING WORKERS UNION .
S ROBERTSON
UNION REPRESENTATIVE AMWU

}

Date:

}

SIGNED by Witness.

}

.....
(Signature)

}
}
}
(Print Name In Full)

Date:

SCHEDULE 9 – ALL PURPOSE ALLOWANCE – LAGOON

CAIRNS CITY COUNCIL 4 x 4 ESPLANADE LAGOON PRECINCT ROSTER WORKPLACE SPECIFIC AGREEMENT

This agreement is made under the terms of Clause 15.3 of the Cairns City Council State Award Employees Enterprise Bargaining Agreement – 4, between the Cairns City Council and the Australian Workers Union of Employees.

1. TITLE

This agreement shall be known as the Cairns City Council 4 x 4 Roster – Esplanade Lagoon Specific Agreement.

2. OBJECTIVES OF AGREEMENT

To provide a workable roster to meet the twenty four (24) hour operational requirements of the Esplanade Lagoon precinct and recompense employees accordingly.

3. PARTIES BOUND

The parties of this Agreement are:-

- Cairns City Council.
- Australian Workers Union of Employees.
- Employees engaged in positions required to provide a continuous weekly service in Inner City Precinct services.

4. RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Cairns City Council State Award Employees Enterprise Bargaining Agreement 4 and the terms of the Award listed in that Agreement. However, where there is any inconsistency between this Agreement on the one hand and the Cairns City Council Certified Agreement or the relevant Award on the other hand, this Agreement shall prevail to the extent of that inconsistency.

5. COVERAGE

This Agreement shall apply only to employees employed in positions required to provide a weekly continuous service within the esplanade Lagoon and various Council managed swimming pool facilities by way of a 4 x 4 roster.

6. DATE OF OPERATION

This agreement will apply as from the 1st pay period commencing on or after the 1st August 2004.

7. 4 X 4 ROSTER

Employees engaged in the positions will work four (4) days on followed by four (4) days off. The ordinary hours of duty will be 9.5 hours per day. An all purpose rate consisting of the Award/EBA rate for the classification level of the position plus 25% will apply.

No additional payment shall be made for ordinary time worked on a Saturday or Sunday. Time worked in excess of the ordinary hours of 9.5 per day shall be paid at the appropriate overtime rate. Time worked on a public holiday shall be paid for at double time.

The spread of hours will be worked in accordance with the following roster.

Shift 1 – Day Shift

Hours of duty 6 am to 4 pm daily less ½ hour lunch. Paid lunch break of ½ hour.

Shift 2 – Afternoon Shift

Hours of duty 1.00 pm to 10:30 pm daily. Paid lunch break of ½ hour.

Shift 3 – Night Shift

Hours of duty 10.00 pm to 7.30 am daily. Paid lunch break of ½ hour.

\$16.02

Employee engaged to work Shift 2 or Shift 3 will attract a shift allowance of \$14.85 per day, indexed in accordance with the % EBA wage adjustments. This allowance will be in lieu of the shift allowance as prescribed by Clause 6.2.5 of the Local Government Employees (Ex BCC) Award – State and will be paid for each day worked.

Employees would work a four (4) day on and four (4) day off roster thus ensuring each employee rotates through the days of the week with the shift.

The above hours may vary due to operational requirements – opening hours / closing hours of facility.

8. ALLOWANCES

0.63720

The Parties agree that an all purpose allowance of 0.54c per hour, or the amount as prescribed by Clause 5.8.1 of the Local Government Employee's Award - State, will apply to all ordinary hours worked in lieu of the Award Allowances as listed hereunder:

- Clause 5.8.2 Live sewer work allowance
- Clause 5.8.3 Wet places
- Clause 5.8.33 Toilet cleaning and
- Clause 5.8.34 Poison Sprays

9. GRIEVANCES AND DISPUTES


The parties will follow the Grievance Settlement Procedure, listed in Clause 39 of EBA4.

Cairns City Council 4 x 4 Esplanade Lagoon Precinct Roster – Workplace Specific Agreement

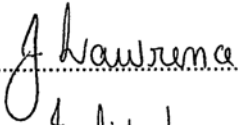
10. SIGNATURES

SIGNED for and on behalf of THE COUNCIL
OF THE CITY OF CAIRNS.
D B FARMER
CHIEF EXECUTIVE OFFICER


Date:


25/10/05

In the presence of:-


Judith Lawrence
(Print Name In Full)


SIGNED for and on behalf of AUSTRALIAN
WORKERS UNION of EMPLOYEES.


ACTING DISTRICT SECRETARY
(Title)
DARRYL NOACK
(Print Name In Full)

Date:

23/12/05

In the presence of:-


Christine Lygate
(Print Name In Full) 23-12-05

SCHEDULE 10 – ALL PURPOSE ALLOWANCE – REGULATED PARKING

cp # 1091773

MEMO TO: CITY LIAISON OFFICERS
INNER CITY – PARKING UNIT

COPY TO: TONY DUFFY
MANAGER, PRECINCT & FACILITIES

STEVE BOOKER
COORDINATOR SPECIAL PRECINCTS

PATRICK BROWN
MANAGER, HUMAN RESOURCES

DATE: 10TH NOVEMBER 2005

SUBJECT: \$50 PER WEEK ALLOWANCE

Officers employed within the Inner City Parking Unit are in receipt of a \$50 per week allowance. This allowance was established in November 1994 as a result of a review of parking operations, including officer's classification and rates of pay under the Award.

Attached is correspondence that clearly highlights that the existing \$50 per week "All-Purpose Allowance" was established to cover the following Award allowances;

5.8.1 Construction, reconstruction, alternation, repair and/or maintenance work;

5.8.4 Work in Rain Allowance;

5.8.23 Leading hand Allowance;

The current quantum of the above (as per the Local Government Employee Award – 2002) is \$40.10 per week.

Officers employed within the Inner City Parking Unit as City Liaison Officers (previously Patrol Officers) have been in receipt and shall continue to receive this All-Purpose Allowance, payable at \$50 per week, in lieu of the above-mentioned Award allowances.

Kind Regards,



Christine Posgate
Employee Relations Officer

SCHEDULE 11 – ALL PURPOSE ALLOWANCE – STREET LITTER & TOILET CLEANING

CAIRNS CITY COUNCIL 4 x 4 STREET LITTER / TOILET CLEANING ROSTER WORKPLACE SPECIFIC AGREEMENT

This agreement is made under the terms of Clause 15.3 of the Cairns City Council State Award Employees Enterprise Bargaining Agreement – 3, between the Cairns City Council and the Australian Workers Union of Employees.

1. TITLE

This agreement shall be known as the Cairns City Council 4 x 4 Roster – Street Litter / Toilet Cleaning Specific Agreement.

2. OBJECTIVES OF AGREEMENT

To provide a workable roster to meet the seven (7) day week operational requirements of Street Litter collection and Public Toilet cleaning and recompense employees accordingly.

3. PARTIES BOUND

The parties of this Agreement are:-

- Cairns City Council.
- Australian Workers Union of Employees.
- Employees engaged in positions required to provide a continuous weekly service in Street Litter Collection and Toilet Cleaning.

4. RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Cairns City Council State Award Employees Enterprise Bargaining Agreement 3 and the terms of the Award listed in that Agreement. However, where there is any inconsistency between this Agreement on the one hand and the Cairns City Council Certified Agreement or the relevant Award on the other hand, this Agreement shall prevail to the extent of that inconsistency.

5. COVERAGE

This Agreement shall apply only to employees employed in positions required to provide a continuous weekly service in Street Litter Collection and Toilet Cleaning by way of a 4 x 4 roster.

6. DATE OF OPERATION

This agreement will apply as from the 1st pay period commencing on or after the 1st July 2004.

7. 4 X 4 ROSTER

Employees will work four (4) days on followed by four (4) days off. The ordinary hours of duty will be 11 hours per day. An all purpose rate consisting of the Award / EBA rate for the classification level of the position plus 25% will apply.

No additional payment shall be made for ordinary time worked on a Saturday or Sunday. Time worked in excess of the ordinary hours of 11 per day shall be paid at the appropriate overtime rate. Time worked on a public holiday shall be paid for at double time. Where a Public Holiday falls on the employees Rostered Day Off payment at ordinary rates will apply for that day.

The spread of hours will be worked in accordance with the following roster.

Shift 1 – Employee A

Monday, Tuesday, Wednesday, Thursday – 11 hours each day.

Shift 2 – Employee B

Friday, Saturday, Sunday, Monday – 11 hours each day.

Employees would work a four (4) day on and four (4) day off roster thus ensuring each employee rotates through the days of the week with the shift.

Drivers of Refuse Collection Vehicles will receive the award allowance for Refuse Collection. This allowance would also attract a 25% loading.

Toilet Cleaners will receive a disability allowance of \$18.01 for each day worked. This allowance will be in lieu of the Award Allowances prescribed for

- Live Sewer Allowance - Clause 5.8.2
- Wet Pay - Clause 5.8.3
- Work in Rain - Clause 5.8.4
- Toilet Cleaning Allowance - Clause 5.8.33

The allowance will be indexed on an annual basis in line with the % Enterprise Bargaining wage increase. The indexed rate will apply as from the date of the E.B.A. increase.

8. ANNUAL / SICK LEAVE

Employees would continue to receive the Award / Enterprise Bargaining Agreement entitlement for Sick Leave and for Annual Leave. Employees applying for Sick Leave and or Annual Leave would need to note that each day applied for will be calculated on the basis of 11 hours.

9. GRIEVANCES AND DISPUTES

The parties will follow the Grievance Settlement Procedure, listed in Clause 39 of EBA3.

Cairns City Council 4 x 4 Street Litter/Toilet Cleaning Roster – Workplace Specific Agreement

10. SIGNATURES

SIGNED for and on behalf of THE COUNCIL
OF THE CITY OF CAIRNS.
D B FARMER
CHIEF EXECUTIVE OFFICER

}.....

Date:

}.....

In the presence of:-

}.....

}

}

}.....

(Print Name In Full)

SIGNED for and on behalf of AUSTRALIAN
WORKERS UNION of EMPLOYEES.

}.....

}

}

}.....

(Title)

}

}

}.....

(Print Name In Full)

Date:

}.....

In the presence of:-

}.....

}

}

}.....

(Print Name In Full)

SCHEDULE 12 – ALL PURPOSE ALLOWANCE – RELIEF STREET LITTER & TOILET CLEANING

Cairns Regional Council 4 x 4 Relief Street Litter/Toilet Cleaning Roster – Workplace Specific Agreement

**CAIRNS REGIONAL COUNCIL 4 x 4 RELIEF
STREET LITTER / TOILET CLEANING ROSTER
WORKPLACE SPECIFIC AGREEMENT**

This agreement is made under the terms of Clause 18 of the Cairns City Council State Award Employees Enterprise Bargaining Agreement – 5, between the Cairns Regional Council and the Australian Workers Union of Employees.

1. TITLE

This agreement shall be known as the Cairns Regional Council 4 x 4 Relief– Street Litter / Toilet Cleaning Roster Workplace Specific Agreement.

2. OBJECTIVES OF AGREEMENT

To provide a workable roster to meet the seven (7) day week operational requirements of Street Litter collection and Public Toilet cleaning and recompense relief employees accordingly.

3. PARTIES BOUND

The parties of this Agreement are:-

- Cairns Regional Council.
- Australian Workers Union of Employees.
- Employees acting in relief positions required to provide a continuous weekly service in Street Litter Collection and Toilet Cleaning.

4. RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Cairns City Council State Award Employees Enterprise Bargaining Agreement 5 and the terms of the Award listed in that Agreement. However, where there is any inconsistency between this Agreement on the one hand and the Cairns City Council Certified Agreement or the relevant Award on the other hand, this Agreement shall prevail to the extent of that inconsistency.

5. COVERAGE

This Agreement shall apply only to employees acting in relief positions required to provide a continuous weekly service in Street Litter Collection and Toilet Cleaning by way of a 4 x 4 roster.

6. DATE OF OPERATION

This agreement will apply for three months commencing the 26th January 2009 up to and including 26 April 2009.

The agreement will be reviewed at the cessation of this period.

7. FOR RELIEVING PERIODS LESS THAN TWO FULL SHIFTS

Relief employees will cover a four (4) day on, followed by a four (4) day off shift roster. The standard hours of duty will be 11 hours per day.

Employees relieving for less than two full shifts (4 days on, 4 days off, 4 days on) will not be entitled to the 25% loaded rate.

Employees are to be paid at the applicable nominal rate of their award classification and shall be entitled to any weekend, shift or overtime penalties in accordance with Award provisions.

Any hours worked on Saturday, Sunday, or in excess of 8 ordinary hours per day, shall be payable at overtime rates.

Any changes to an employees nominal rostered days off during this period are to be approved by the supervisor and payroll are to be informed.

Employees who take sick leave or annual leave during this time will be paid such hours as per their ordinary hours of work (8hrs).

Employees will continue to accrue RDO's as per normal.

Employees may claim meal allowance on timesheets when relieving 10 hours or more.

8. FOR RELIEVING PERIODS EQUAL TO OR GREATER THAN TWO FULL SHIFTS

Relief employees will cover a four (4) day on, followed by a four (4) day off shift roster. The ordinary hours of duty will be 11 hours per day. An all purpose rate consisting of the Award / EBA rate for the classification level of the position, plus a 25% loading, will apply.

No additional payment shall be made for ordinary time worked on a Saturday or Sunday. Time worked in excess of the ordinary hours of 11 per day shall be paid at the appropriate overtime rate.

The spread of hours will be worked in accordance with the following roster.

Shift 1 – Employee A

Monday, Tuesday, Wednesday, Thursday – 11 hours each day.

Shift 2 – Employee B

Friday, Saturday, Sunday, Monday – 11 hours each day.

Employees would work a four (4) day on and four (4) day off roster thus ensuring each employee rotates through the days of the week with the shift.

Employees who take sick leave or annual leave will be paid such hours as they were rostered to work (e.g. 11 hours).

9. DEFINITION OF RELIEF PERIOD

Relieving periods will be defined as such that; should the relieving employee return to his nominal role upon completion of a relief period and, through operational requirements, be asked to return to a relief position this will be seen as a new relief period and be treated as per Clause 7 and 8 of this agreement respectively.

10. RETURN TO NOMINAL POSITION

At the cessation of the employees relief 4 x 4 roster the employee shall return to their nominal role and roster.

Upon return to their nominal role their ordinary hours of work shall apply and payment of ordinary hours will be at the nominal rate.

11. ANNUAL / SICK LEAVE

Employees will continue to receive the Award / Enterprise Bargaining Agreement entitlement for Sick Leave and Annual Leave.

12. PUBLIC HOLIDAY

Time worked on a Public Holiday shall be paid for at double time.

Where a Public Holiday falls on the employees Rostered Day Off payment at ordinary rates will apply for that day.

Where a Public Holiday falls on an annual leave day, that day will not be considered annual leave.

13. 25% LOADING

4 x 4 rates are inclusive of a 25% loading to compensate employees for shift and weekend penalty rates.

14. ALLOWANCES

Allowances, exclusive of the 25% loading, normally payable to employees working a 4 x 4 roster shall be payable to all relief employees irrespective of the length of the relief period.

Drivers of Refuse Collection Vehicles will receive the award allowance for Refuse Collection Clause 5.8.21 (a). This allowance would also attract a 25% loading.

Toilet Cleaners will receive a disability allowance of \$22.00 for each day worked. This allowance will be in lieu of the Award Allowances prescribed for

- Live Sewer Allowance - Clause 5.8.2

- Wet Pay - Clause 5.8.3
- Work in Rain - Clause 5.8.4
- Toilet Cleaning Allowance - Clause 5.8.33

The allowance will be indexed on an annual basis in line with the % Enterprise Bargaining wage increase. The indexed rate will apply as from the date of the E.B.A. increase.

15. GRIEVANCES AND DISPUTES

The parties will follow the Grievance Settlement Procedure, listed in Clause 43 of EBA5.

SCHEDULE 13 – ALL PURPOSE ALLOWANCE – PLUMBING INSPECTORS

LSA 1

cp # 1567462

MEMO TO: PAYROLL

COPY TO: ANTHONY BIRD
MANAGER BUSINESS SERVICES CAIRNS WATER

DATE: 20 SEPTEMBER 2007

SUBJECT: APPLICATION OF ALL-PURPOSE ALLOWANCE FOR
PLUMBING INSPECTORS

Attached is approval for the inclusion of the following positions to be in receipt of the existing all-purpose allowance titled "Cairns Water All-Purpose Live Sewerage Allowance Agreement".

The allowance is payroll code LSA1 and is to be paid the following positions;

CW073	Senior Plumbing Inspector
CW074	Plumbing Inspector
CW075	Plumbing Inspector
CW076	Plumbing Inspector
CW077	Plumbing Inspector
CW401	Plumbing Inspector

Effective Date: First pay period on or after 12 June 2007.

Regards,



Christie Posgate
HUMAN RESOURCES CONSULTANT

MEMO TO: NOEL BRIGGS
CHIEF EXECUTIVE OFFICER

COPY TO: BRUCE GARDINER
GENERAL MANAGER CAIRNS WATER

DATE: 18 SEPTEMBER 2007

SUBJECT: **APPLICATION OF ALL-PURPOSE ALLOWANCE FOR
PLUMBING INSPECTORS IN CAIRNS WATER**

Issue:

In May 2007 the Plumbing Inspectors located within the Business Services Branch of Cairns Water requested that consideration be given to the establishment of an all-purpose allowance for the Award allowance "Unpleasant Working Condition" (UPC). The proposal in principle was given the support by both the Branch Manager and General Manager.

Background:

The Plumbing Inspectors request to claim 4.5 hours of UPC allowance per week based on historical data.

The Human Resources Consultant at the time Allison Wallace reviewed both data captured by payroll as well as the work schedules of the employees concerned and determined an average of 3.5 hours a week exposure.

The current penalty rate for UPC is time on time (double time) and based on hourly rate of Level 5.2 (\$30.20) this equates to a claimable penalty of \$135.90 based on 4.5 hours exposure, \$105.70 based on 3.5 hours exposure.

It should be noted that Council has an existing agreement that covers Trade Waste Officer whom work within the same unit as the Plumbing Inspectors and are exposed to similar conditions, as well as a number of Federal Award Wastewater positions. This agreement establishes an all-purpose allowance payable at \$130.51 per week.

Recommendation:

1. The current agreement payable at \$130.51 is an existing established allowance within Council payroll system (payroll code LSA1) and has been established to address the same disabilities. The rate payable for such allowance is comparable to that being claimed by the Plumbing Inspectors and it is therefore recommended that such allowance now be inclusive of the following positions;

CW073	Senior Plumbing Inspector
CW074	Plumbing Inspector
CW075	Plumbing Inspector
CW076	Plumbing Inspector
CW077	Plumbing & Drainage Inspector
CW401	Plumbing Inspector

2. It is recommended that such allowance be backdated to the first pay period after 12 June 2007 being the date at which the General Manager supported the proposal.

Attachments:

1. Proposal submitted Plumbing Inspectors
2. Memo form Branch Manager to General Manager supporting recommendation.
3. Summary of Data analysis by Human Resources Consultant
4. Copy of existing Cairns Water All -purpose Live Sewerage Allowance agreement.

Regards,

J. Ward.

Jo Ward

HUMAN RESOURCES CONSULTANT

Noel Briggs

Noel Briggs

CHIEF EXECUTIVE OFFICER

Approved / Not Approved

SCHEDULE 14 – ALL PURPOSE ALLOWANCE – PORTSMITH LANDFILL

CAIRNS CITY COUNCIL 4 x 4 PORTSMITH LANDFILL ROSTER WORKPLACE SPECIFIC AGREEMENT

This agreement is made under the terms of Clause 15.3 of the Cairns City Council State Award Employees Enterprise Bargaining Agreement – 4, between the Cairns City Council and the Construction, Forestry, Mining & Energy Industrial Union of Employees.

1. TITLE

This agreement shall be known as the Cairns City Council 4 x 4 Roster – Portsmith Landfill Specific Agreement.

2. OBJECTIVES OF AGREEMENT

To provide a workable roster to meet the seven (7) day per week operational requirements of the Portsmith Landfill and recompense employees accordingly.

3. PARTIES BOUND

The parties of this Agreement are:-

- Cairns City Council.
- The Construction, Forestry, Mining & Energy Industrial Union of Employees, Queensland.
- Employees engaged in positions listed in Clause 7 of this agreement.

4. RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Cairns City Council State Award Employees Enterprise Bargaining Agreement 4 and the terms of the Award listed in that Agreement. However, where there is any inconsistency between this Agreement on the one hand and the Cairns City Council Certified Agreement or the relevant Award on the other hand, this Agreement shall prevail to the extent of that inconsistency.

5. COVERAGE

This Agreement shall apply only to employees employed in positions as listed in Clause 7 of this agreement.

6. DATE OF OPERATION

This agreement will apply as from pay period commencing 4 December 2004 and is only applicable for temporary period up to 30 June 2005. Reassessment of operational needs will be ascertained during this period to establish long-term operational requirements.

7. 4 X 4 ROSTER

Employees engaged in the following positions will work four (4) days on followed by four (4) days off. The ordinary hours of duty will be 11 hours per day. An all purpose rate consisting of the Award/EBA rate for the classification level of the position plus 25% will apply.

No additional payment shall be made for ordinary time worked on a Saturday or Sunday. Time worked in excess of the ordinary hours of 11 per day shall be paid at the appropriate overtime rate. Time worked on a public holiday shall be paid for at double time. Where a Public Holiday falls on the employees Rostered Day Off payment at ordinary rates (time + 25%) will apply for that day.

Position: CW282 Leading Hand Plant Operator
Classification: LGE 5 Hours of duty 6 am to 5:30 pm daily less ½ hour lunch.

Position: CW283 Plant Operator
Classification: LGE 5 Hours of duty 6 am to 5:30 pm daily less ½ hour lunch.

The spread of hours will be worked in accordance with the following roster.

Shift 1 – Employee A

Saturday, Sunday, Monday, Tuesday - 11 hours each day
Hours of duty 6 am to 5:30 pm daily less ½ hour lunch.

Shift 2 – Employee B

Wednesday, Thursday, Fridays, Saturday – 11 hours each day
Hours of duty 6 am to 5:30 pm daily less ½ hour lunch.

Employees would work a four (4) day on and four (4) day off roster thus ensuring each employee rotates through the days of the week with the shift.

Above hours may vary due to operational requirements – Opening hours / closing hours.

8. ANNUAL LEAVE / SICK LEAVE

Employees would continue to receive the Award / Enterprise Bargaining Agreement entitlement for Sick Leave and Annual Leave. Employees applying for Sick Leave and or Annual Leave would need to note that each day applied for will be calculated on the basis of 11 hours.

9. ALLOWANCES

) Position CW282 will attract a Leading Hand allowance

10. GRIEVANCES AND DISPUTES

The parties will follow the Grievance Settlement Procedure, listed in Clause 39 of EBA4.

11. SIGNATURES

SIGNED for and on behalf of THE COUNCIL
OF THE CITY OF CAIRNS.

~~D. FARMER~~ J. SCARINI

A/ CHIEF EXECUTIVE OFFICER

Date: 29/11/04,

} *Jo Anne Scarini*
} *Jo Anne Scarini*

In the presence of:-

Patrick Brown
 }
 } Patrick Brown
 } (Print Name In Full)

SIGNED for and on behalf of The
 Construction, Forestry, Mining & Energy
 Industrial Union of Employees, Queensland.

}
 }
 } (Title)
 }
 }
 } (Print Name In Full)

Date:

}
 }
 }

In the presence of:-

}
 }
 }
 } (Print Name In Full)

), EMPLOYEE'S affected by this Agreement:

IAN. L. GREEN
 (NAME)
 X [Signature] 3386.
 Signature
3/12/04
 (DATE)

PHILIP CAPUSTO
 (NAME)
 X [Signature] 3637.
 Signature
3-12-04
 (DATE)

SCHEDULE 15 – ALL PURPOSE ALLOWANCE – ELECTRICIANS

DJP:RR140379

MEMO TO: PAYMASTER, D. BIRCH
COPY TO: PETER LAYCOCK
DATE: 7 JANUARY 2000
SUBJECT: **DISABILITY ALLOWANCE FOR ELECTRICAL WORKERS**

Electrical Fitters and Electrical Trades Assistants have been paid Disability Allowance Electrical (DAE) in lieu of individual allowances (except working in the rain (WIR) at the rate of \$34.14 per week since 1995.

Please ensure that all Electrical workers (tradesmen and trades assistants) are paid this allowance.

S.P. Devlin
MANAGER TECHNICAL SUPPORT SERVICES

The above disability allowance is applicable to electricians engaged under the Engineering Award and is compensation of:

Clause 5.8.7	Confined Space Allowance
Clause 5.8.8	Construction Allowance
Clause 5.8.9	Dirty Work Allowance
Schedule 4	Live Sewer Work

SCHEDULE 16 – LIVE SEWER ALLOWANCE

CAIRNS CITY COUNCIL (CAIRNS WATER) LIVE SEWERAGE ALLOWANCE WORKPLACE SPECIFIC AGREEMENT

This agreement is made under the terms of Clause 23 of the Cairns City Council Federal Award Employees Enterprise Bargaining Agreement – 4, between the Cairns City Council and the Australian Municipal, Administrative, Clerical and Services Union (Queensland Branch).

1. TITLE

This agreement shall be known as the Cairns City Council (Cairns Water) Live Sewerage Allowance Workplace Specific Agreement.

2. OBJECTIVES OF AGREEMENT

To provide certainty and consistency of income for employees eligible for payment of the disability allowance as prescribed by Clause 12.7.2 of the Queensland Local Government Officers Award – 1998.

3. PARTIES BOUND

The parties of this Agreement are:-

- Cairns City Council.
- Australian Municipal, Administrative, Clerical and Services Union (Queensland Branch).

4. RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Cairns City Council Federal Award Employees Enterprise Bargaining Agreement 4 and the terms of the Award listed in that Agreement. However, where there is any inconsistency between this Agreement on the one hand and the Cairns City Council Certified Agreement or the relevant Award on the other hand, this Agreement shall prevail to the extent of that inconsistency.

5. COVERAGE

This Agreement shall apply only to employees of Cairns Water employed in positions listed in Clause 7.1.

6. DATE OF OPERATION

This agreement will apply as from the first pay period after 1 July 2005 and will expire as at the expiry of the Federal Award Enterprise Bargaining Agreement 4.

}
 }
 }
 } (Print Name In Full)

SIGNED for and on behalf of EMPLOYEES
 COVERED IN CLAUSE 7 OF THIS
 AGREEMENT.

}
 }
 }
 } (Title)
 }
 }
 } (Print Name In Full)

Date:

}

In the presence of:-

}
 }
 }
 } (Print Name In Full)

SIGNED for and on behalf of AUSTRALIAN
 MUNICIPAL, ADMINISTRATIVE, CLERICAL
 AND SERVICES UNION (QUEENSLAND
 BRANCH).

}
 }
 }
 } (Title)
 }
 }
 } (Print Name In Full)

Date:

}

In the presence of:-

}
 }
 }
 } (Print Name In Full)

7. RATE OF ALLOWANCE

- 7.1 The employees employed in the following positions shall not receive payment of the allowance as prescribed in Clause 12.7.2 Work Under Extraordinary, Difficult or Unpleasant Conditions but shall instead receive a weekly allowance, currently \$120.09 per week, indexed in accordance with the % wage increase as prescribed in EBA4.

Position Number	Title
CW010	Wastewater Services Coordinator
CW083	Trades Waste Officer
CW084	Trades Waste Officer
CW089	Team Leader Wastewater
CW103	Team Leader Wastewater
CW298	Project Officer Sewerage Investigation

- 7.2 This allowance will cover all hours worked. Paid RDO hours will be classed as hours worked. No additional allowance will apply when overtime is worked.
- 7.3 When an employee is assigned to another position not listed in this agreement this agreement will not apply during the period of the assignment.
- 7.4 Position CW172 Technical Officer Wastewater has been removed from this agreement as the allowance is no longer applicable under the positions duties and responsibilities.
- 7.5 This agreement replaces all pre-existing agreements either written verbal or otherwise as at first pay period from 1 July 2005.

8. GRIEVANCES AND DISPUTES

The parties will follow the Grievance Settlement Procedure, listed in Clause 39 of EBA4.

9. REVIEW OF AGREEMENT

This agreement will jointly be reviewed by the Council, the Australian Municipal, Administrative, Clerical and Services Union (Queensland Branch) and the Cairns City Council one month before its expiry being 30 June 2007.

10. SIGNATURES

SIGNED for and on behalf of THE COUNCIL
OF THE CITY OF CAIRNS.

D B FARMER
CHIEF EXECUTIVE OFFICER

}

Date:

}

In the presence of:-

}

SCHEDULE 17 – ALLOWANCES TO BE CONSIDERED FOR ANNUALISATION

Code	Description
ALPF	All Purp Allow. Fitters
CLNM	Clean Toilets
CLNW	Clean Toilets per hour
CONC	Concrete-Bld Trds / day
CRAN	Truck Crane
CS	Confined Space - B'ld
CSE	Confined Space - Eng
DA	Disability - Extra/OT
DAE	Disability - Electrician
DAEL	Disability - Elec Norm
DAL	Dead Animal - Large
DAS	Dead Animal - Small
DASW	Disability - Sewerage
DAW	Disability - Workshop
DIRT	Dirt Allowance
DOGM	Dogman
EPX1	Epoxy Based Material /hr
EPX2	Near Epoxy Based Mat /hr
EPX3	Toxic Substance Eng
EXH1	Exhumation - 1st body
EXH2	Exhumation - 2nd body
FLOO	Flood Debris Removal
FORK	Forklift
GRAS	Graves Wet Ground
INSM	Insulation Material Alw
INSU	Insulation Work
L/H	Leading Hand Allow
L25	Library 25% SAT <Noon
LH	Leading Allow / Day
LH2	Lead Hand / day - Eng'g
LHB1	Brick & Block >5.5Kg p/h
LHB2	Brick & Block >9kg p/hr

Code	Description
LHB3	Brick & Block >18kg p/h
LS1	Live Sewerage - T + 1/2
LS2	Live Sewerage - T + T
LS3	Live Sewerage - T + 1/4
LSA1	Live Sewerage Allowance
ND	Northern District-State
PA	Poison Spray/Week
PARK	Parking Supervisor
PLAQ	Plaque Laying / Wk
POIS	Poison Allowance
PURP	All Purpose Alw -Lagoon
ROOF	Roofing Allowance
RUB	Rubbish
SAN	Sanitary Pan Alw
SAND	Sandblasting Allowance
SEEP	Human Seepage
SEXT	Sexton Alw
SITE	Site
TAR1	Handle Tar/day
TAR2	Tar Spray Dvr / day
TC	Toilet Cleaning/Wk
TRAL	Travel - Bld'g Trade/day
UPC	Unpleasant Condit's 0.25
UPCW	Unpleasant Workshop
WET	Wet Places - LGE (daily)
WETB	Wet Work Building Trades
WETE	Wet Work Engineering
WETR	Wet Allow - Refuse
WIR	Working in the Rain
WIW	Working in Water >762mm

SCHEDULE 18 – WAGE RATES

	July 2012 - 3.00%		July 2013 - 3.00%		July 2014 - 3.00%	
Federal LGO	Annual	Weekly	Annual	Weekly	Annual	Weekly
Level 1 Band 1	45,078.50	866.89	46,430.85	892.90	47,823.78	919.69
Level 1 band 2	45,703.82	878.92	47,074.93	905.29	48,487.18	932.45
Level 1 Band 3	46,597.16	896.10	47,995.07	922.98	49,434.93	950.67
Level 1 Band 4	47,597.67	915.34	49,025.60	942.80	50,496.37	971.08
Level 1 Band 5	48,827.99	939.00	50,292.83	967.17	51,801.62	996.18
Level 1 Band 6	50,199.12	965.37	51,705.09	994.33	53,256.25	1,024.16
Level 2 Band 1	51,608.43	992.47	53,156.68	1,022.24	54,751.38	1,052.91
Level 2 Band 2	53,213.98	1,023.35	54,810.40	1,054.05	56,454.71	1,085.67
Level 2 Band 3	54,650.98	1,050.98	56,290.51	1,082.51	57,979.22	1,114.99
Level 2 Band 4	56,089.23	1,078.64	57,771.90	1,111.00	59,505.06	1,144.33
Level 3 Band 1	57,523.59	1,106.22	59,249.30	1,139.41	61,026.78	1,173.59
Level 3 Band 2	58,957.92	1,133.81	60,726.66	1,167.82	62,548.46	1,202.85
Level 3 Band 3	60,394.88	1,161.44	62,206.73	1,196.28	64,072.93	1,232.17
Level 3 Band 4	61,829.23	1,189.02	63,684.11	1,224.69	65,594.63	1,261.44
Level 4 Band 1	63,264.88	1,216.63	65,162.82	1,253.13	67,117.71	1,290.73
Level 4 Band 2	64,700.54	1,244.24	66,641.56	1,281.57	68,640.80	1,320.02
Level 4 Band 3	66,137.49	1,271.87	68,121.62	1,310.03	70,165.27	1,349.33
Level 4 Band 4	67,573.16	1,299.48	69,600.36	1,338.47	71,688.37	1,378.62
Level 5 Band 1	69,008.82	1,327.09	71,079.08	1,366.91	73,211.45	1,407.91
Level 5 Band 2	70,445.77	1,354.73	72,559.14	1,395.37	74,735.92	1,437.23
Level 5 Band 3	71,880.12	1,382.31	74,036.52	1,423.78	76,257.61	1,466.49
Level 6 Band 1	74,273.30	1,428.33	76,501.50	1,471.18	78,796.54	1,515.32
Level 6 Band 2	76,667.81	1,474.38	78,967.85	1,518.61	81,336.88	1,564.17
Level 6 Band 3	79,059.70	1,520.38	81,431.49	1,565.99	83,874.44	1,612.97
Level 7 Band 1	81,452.87	1,566.40	83,896.46	1,613.39	86,413.35	1,661.80
Level 7 Band 2	83,844.76	1,612.40	86,360.10	1,660.77	88,950.91	1,710.59
Level 7 Band 3	86,236.65	1,658.40	88,823.75	1,708.15	91,488.46	1,759.39
Level 8 Band 1	89,111.89	1,713.69	91,785.25	1,765.10	94,538.81	1,818.05
Level 8 Band 2	91,979.24	1,768.83	94,738.61	1,821.90	97,580.77	1,876.55
Level 8 Band 3	94,854.49	1,824.12	97,700.13	1,878.85	100,631.13	1,935.21
Level 8 Band 4	97,549.33	1,875.95	100,475.81	1,932.23	103,490.09	1,990.19
Level 8 Band 5	100,242.82	1,927.75	103,250.11	1,985.58	106,347.61	2,045.15

	July 2012 - 3.00%		July 2013 - 3.00%		July 2014 - 3.00%	
Stage LGE	Annual	Weekly	Annual	Weekly	Annual	Weekly
Level 1	41,155.67	791.46	42,390.34	815.20	43,662.05	839.65
Level 2	45,230.99	869.83	46,587.92	895.92	47,985.55	922.80
Level 3	45,890.16	882.50	47,266.86	908.98	48,684.87	936.25
Level 4	46,555.70	895.30	47,952.37	922.16	49,390.94	949.83

Level 5	47,214.89	907.98	48,631.34	935.22	50,090.28	963.27
Level 6	48,592.32	934.47	50,050.09	962.50	51,551.59	991.38
Level 7	49,952.10	960.62	51,450.66	989.44	52,994.18	1,019.12
Level 8	52,119.15	1,002.29	53,682.73	1,032.36	55,293.21	1,063.33
Level 9	54,122.80	1,040.82	55,746.49	1,072.05	57,418.88	1,104.21

	July 2012 - 3.00%		July 2013 - 3.00%		July 2014 - 3.00%	
Engineering Award	Annual	Weekly	Annual	Weekly	Annual	Weekly
C10	48,105.36	925.10	49,548.52	952.86	51,034.97	981.44
C9	50,059.29	962.68	51,561.07	991.56	53,107.90	1,021.31
C8	52,006.08	1,000.12	53,566.26	1,030.12	55,173.25	1,061.02
C7	54,173.16	1,041.79	55,798.35	1,073.05	57,472.30	1,105.24
C6	58,194.65	1,119.13	59,940.49	1,152.70	61,738.70	1,187.28

	July 2012 - 3.00%		July 2013 - 3.00%		July 2014 - 3.00%	
Building Trades	Annual	Weekly	Annual	Weekly	Annual	Weekly
BT1	49,511.31	952.14	50,996.65	980.70	52,526.55	1,010.13
BT2	52,794.53	1,015.28	54,378.37	1,045.74	56,009.72	1,077.11
BT3	52,794.53	1,015.28	54,378.37	1,045.74	56,009.72	1,077.11
BT4	52,794.53	1,015.28	54,378.37	1,045.74	56,009.72	1,077.11
BT5	52,794.53	1,015.28	54,378.37	1,045.74	56,009.72	1,077.11

FOOTNOTES

EBA 2009 – Clauses recorded for reference purposes

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.

3.7 WAGE INCREASE – TRADESPERSONS – EBA 2009

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.