

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

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

Council of the City of Gold Coast

AND

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

Queensland Services, Industrial Union of Employees

Electrical Trades Union Queensland

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

The Australian Workers' Union of Employees, Queensland

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

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

*(Matter No. CB/2019/93)*

**CITY OF GOLD COAST CERTIFIED AGREEMENT 2019**

City of Gold Coast Certified Agreement 2019

**Certificate of Approval**

On 16 October 2019, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** CITY OF GOLD COAST CERTIFIED AGREEMENT 2019

**Parties to the  
Agreement:**

- Council of the City of Gold Coast
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch
- Queensland Services, Industrial Union of Employees
- Electrical Trades Union Queensland
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- Transport Workers' Union of Australian, Union of Employees (Queensland Branch)

- The Australian Workers' Union of Employees, Queensland
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland

<b>Operative Date:</b>	16 October 2019
<b>Nominal Expiry Date:</b>	16 October 2022
<b>Previous Agreement:</b>	<i>Gold Coast City Council Certified Agreement 2012</i>
<b>Termination Date of Previous Agreement:</b>	16 October 2019 (CB/2019/92)

By the Commission

J.M. POWER  
Industrial Commissioner  
18 October 2019

# CITY OF GOLD COAST

CERTIFIED AGREEMENT 2019

CITY OF  
**GOLDCOAST.**



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# 1 APPLICATION AND OPERATION

## 1.1 Title

This Agreement shall be known as the “City of Gold Coast Certified Agreement 2019”.

## 1.2 Definitions

The following definitions apply in this Agreement:

Act	<i>Industrial Relations Act 2016</i> (Qld), as varied from time to time.
Agreement	City of Gold Coast Certified Agreement 2019.
City of Gold Coast or City	Council of the City of Gold Coast.
Commission	Queensland Industrial Relations Commission.
Employee/s	All those Employees employed by the City and covered by the scope of this Agreement.
Immediate Family	<p>The term immediate family includes:</p> <ol style="list-style-type: none"><li>a spouse (including a former spouse, a de facto spouse, a former de facto spouse and spouse of the same sex) of the Employee;</li><li>child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee; and</li></ol> <p>The City acknowledges that the above definition of immediate family or household member may not always cover the diverse and varying range of potential personal circumstances that may exist for Employees in relation to family and caring responsibilities. Employees with extraordinary circumstances may make an application for Personal Leave and/or Bereavement Leave, and where an Agreement cannot be reached the Dispute Resolution Procedure contained within this Agreement shall apply.</p>
Local Area Agreements	This is an Agreement based on the needs of a specific work area within the City which may vary the conditions of employment, however, when viewed as a whole the Employee/s will not on balance be disadvantaged when employed under the terms of a Local Area Agreement in comparison to this Agreement and the Modern Award.
Modern Awards	<p><i>Queensland Local Government Industry (Stream A) Award – State 2017, as varied from time to time.</i></p> <p><i>Queensland Local Government Industry (Stream B) Award – State 2017, as varied from time to time.</i></p> <p><i>Queensland Local Government Industry (Stream C) Award – State 2017, as varied from time to time.</i></p>
Parties	As defined within clause 1.3 of this Agreement.

Rostered Day Off (RDO)	An accrued day off without reduction in pay. Full-time Employees may accrue time towards the taking of the RDO by working additional time each day. The City's standard RDO arrangements are to work a nine (9) day fortnight.
Union/s	Collectively includes the employee organisations listed in clause 1.3 of this Agreement.

### **1.3 Parties to the Agreement**

1.3.1 This Agreement is made between the City and the Unions named in this clause, pursuant to the provisions of the Act.

1.3.2 The Agreement shall be binding upon the City and the following employee organisations:

- a. Queensland Services, Industrial Union of Employees.
- b. The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees.
- c. The Australian Workers' Union of Employees, Queensland.
- d. The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland.
- e. The Automotive, Metals, Engineering Printing and Kindred Industries Industrial Union of Employees, Queensland.
- f. Transport Workers' Union of Australia, Union of Employees (Queensland Branch).
- g. Plumbers and Gasfitters Employees' Union Queensland, Union of Employees; and
- h. The Electrical Trades Union of Employees Queensland.

### **1.4 Scope of the Agreement**

This Agreement shall apply to the City and its Employees, whose classifications are specified within this Agreement. The provisions of this Agreement do not apply to the Chief Executive Officer and those employees of the City who are employed as Executive Officers pursuant to a common law contract of employment. For the avoidance of any doubt, Executive Officers are senior employees who are employed on individual contracts of employment, and whose conditions of employment are entirely determined by those contracts.

### **1.5 Date and period of operation**

1.5.1 This Agreement shall operate, in accordance with its terms, from the first full pay period on or after the date of certification and shall have a nominal expiry date three (3) years from the date of certification.

1.5.2 Negotiations for a new agreement will begin six (6) months prior to the nominal expiry date of this Agreement, or as otherwise agreed between the Parties to this Agreement.

1.5.3 The Appendix to this Agreement sets out the Local Area Agreements. To the extent of any inconsistency, these Local Area Agreements override the terms of this Agreement.

## **1.6 Posting of the Agreement**

- 1.6.1 The City shall ensure that an up to date copy of this Agreement is readily available for perusal by all Employees.
- 1.6.2 An electronic copy will be accessible for Employees and hard copies will be available for perusal by Employees at the City's administration buildings and depots.

## **1.7 Purpose and objectives of the Agreement**

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

- a. Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements.
- b. Commit to achieving continued productivity improvements to ensure provision of a quality service to the community and the City's customers.
- c. Promote a harmonious and productive work environment through ongoing cooperation and consultation.
- d. Commit to maintaining a healthy and safe work environment.
- e. Ensure the City maintains a viable, effective and secure workforce.
- f. Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programmes in order that employees can achieve these objectives.
- g. The Parties will be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.
- h. Provide employment security and improved wages and conditions for employees.

## **1.8 Relationship to Modern Awards**

- 1.8.1 This Agreement shall be read and interpreted wholly in conjunction with the Modern Awards, provided that where there is any inconsistency, this Agreement shall prevail.
- 1.8.2 Further, where this Agreement is silent, the provisions of the relevant Modern Award, shall apply.

## **1.9 No extra claims**

- 1.9.1 For the period of this Agreement, the Parties agree that there will be no further or additional claims made by any Party in relation to wages and/or conditions of employment covered by this Agreement.

# **2 DISPUTE RESOLUTION PROCEDURE**

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



2.1.2 In the event of any grievance arising and/or disagreement between City and its Employee/s in relation to this Agreement or any work related matter the following procedures shall be applied:

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

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

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

2.1.4 Whilst the Dispute Resolution Procedure is being followed, the "status quo" continuation of work and customary work practices shall prevail and every endeavour shall be applied to ensure that normal work practices continue, until such times as a settlement is reached, except where a bona fide work health and safety issue is involved.

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

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

### **3 EMPLOYMENT TYPES**

#### **3.1 Types of employment**

The types of employment (e.g. full-time, part-time, casual and maximum-term) will be based on the provisions of the relevant Modern Awards.

#### **3.2 Part-time employment**

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

- 3.2.2 Part-time employment means employment for fewer than the normal weekly ordinary hours specified for a full-time Employee by the relevant Modern Award, and for which entitlements are paid on a pro-rata basis.
- 3.2.3 At the time of employment on a part-time basis, the City and the part-time Employee will agree in writing on a pattern of work relevant to the position, which will specify the number and the spread of ordinary weekly hours to be worked. The agreed pattern of work may be varied by mutual agreement. Any such agreed amendment to the Employee's hours of work will be recorded in writing.
- 3.2.4 The ordinary hourly rate of pay for a part-time Employee will be calculated by dividing the annual salary (as specified in this Agreement for the Employee's classification) by fifty-two (52) and then dividing the result by the normal weekly ordinary hours specified for a full-time Employee by the Modern Award relevant to the part-time Employee's classification.
- 3.2.5 A part-time Employee who works in excess of the ordinary weekly hours prescribed by the relevant Modern Award for a full-time Employee, will be paid overtime at rates set out in the overtime provisions as contained in the Modern Award relevant to the part-time Employee's classification.
- 3.2.6 Where a roster system is utilised, a part-time Employee will receive thirty (30) days' notice of their rostered shifts. Variations to the rostered shifts may be made, by mutual agreement between the City and the part-time Employee.
- 3.2.7 Unless the Employee otherwise requests and the City agrees the part-time Employee must be rostered for a minimum period of four (4) consecutive hours on any one day.

### **3.3 Work and family**

- 3.3.1 The Parties acknowledge that the aims of efficiency, effectiveness and equity can be furthered by increased flexibility and improvements in working arrangements. Further, the parties support the implementation of ILO Convention 156 - "Workers with Family Responsibilities" and therefore agree that addressing the needs of such workers while enhancing organisational flexibility is a priority for the Parties to this Agreement.
- 3.3.2 In order to assist Employees with family responsibilities, the Parties reinforce their commitment to initiatives established under previous Agreements, including permanent part-time work.

## **4 REDUNDANCY AND REDEPLOYMENT**

### **4.1 Redundancy and redeployment**

- 4.1.1 Where the City makes a decision that it no longer requires a position to be performed by anyone because of operational requirements, that position will be considered to be redundant. The point at which consultation is required to be undertaken will be in accordance with the Act and Clause 10 of this Agreement.

- 4.1.2 In addition to the requirements outlined in clause 10 of this Agreement, once a decision has been made the City shall, at the earliest practicable time, notify in writing and arrange discussions with the affected Employee/s and if applicable the relevant representative. The purpose of these discussions is to discuss the effects of the likely changes and what may be done to avert or mitigate any negative effects of the proposed changes. During these discussions, the City will provide to the parties the relevant details at the earliest possible time. These details in writing will include:
- a. the reasons for the position/s becoming redundant, and
  - b. the number, location and other details of the redundant positions,
  - c. the structures pre and post organisational change.

Any disputes concerning redundancy and redeployment will be dealt with in accordance with the dispute resolution procedure in this Agreement.

4.1.3 Objectives

- a. To maintain, wherever possible, employees whose positions have become redundant in continued employment within the City.
- b. To make reasonable attempts to retrain and redeploy employees whose positions have become redundant.
- c. To pay monetary compensation to those employees whose positions have become redundant and who have not been redeployed and whose employment is to be terminated in accordance with the terms of this clause.
- d. To assist employees whose positions have become redundant to find suitable ongoing employment.
- e. To utilise forced redundancies only as a last resort.

## 4.2 Redundancy Process

Subject to clause 4.1.1, a definite decision has been made; the following steps outline the procedure in summary:

- a. The Employee may be offered a voluntary departure package in accordance with clause 4.5. Voluntary Retrenchment is a separation payment which may be offered, at the City's sole discretion, to a displaced employee prior to, or during, the redeployment period. The voluntary departure package will include both the redundancy payment based on the Employee's length of service and the Early Separation Incentive Payment.
- b. If the Employee declines an offer of a voluntary departure package that is made to them, then the Employee will become a redeployee in accordance with clause 4.3 and participate in a redeployment program for the relevant period outlined below:

Year of the Agreement	Redeployment Period
From the date of certification of this Agreement	Thirty-nine (39) weeks
From twelve (12) months after the date of certification of this Agreement	Twenty-six (26) weeks

- c. If the Employee fails to secure an alternative position in accordance with clause 4.3, the Employee will be entitled to a redundancy payment based on the Employee's length of service; and

- d. If no offer of a voluntary departure package is made the Employee will become a redeployee for the relevant period in clause 4.2(b) and the Employee will participate in a redeployment program. If the Employee is not placed in a suitable position at the Employee's substantive classification level or, by mutual agreement, to a lower level classification, after the redeployment period then the Employee's employment will terminate and the Employee shall be entitled to the redundancy pay as per clause 4.4.

### **4.3 Redeployment**

- 4.3.1 For the avoidance of any doubt Redeployment is a process of placing Employees that have been displaced within the City in meaningful employment.
- 4.3.2 During the redeployment period the City and the displaced Employee must engage in activities that will maximise the opportunities for the displaced Employee to be placed in substantive employment. The following will also be applicable:
  - a. The City will provide appropriate and reasonable retraining opportunities, provide each redeployee with a case manager and ensure displaced Employees have reasonable access to job vacancy details. The City will consider the suitability of redeployees for vacancies at their substantive level prior to advertising all positions. Retraining includes an analysis of an employee's current skills, knowledge and abilities for the purpose of providing reasonable learning opportunities to enhance or alter the skills of an employee to assist with the employee's redeployment.
  - b. The redeployee, in consultation with the case manager, must complete a Redeployment Agreement and an Action Plan for the redeployment period. The Redeployment Agreement commits the redeployee to actively participate in retraining and applying for appropriate roles. The Action Plan outlines the tasks that the case manager and redeployee will undertake to find suitable alternative employment. The case manager must ensure that the Employee is provided with reasonable resources, support and training to enable employment transitions. Retraining must be oriented towards existing or anticipated realistic employment opportunities and linked to the Action Plan.
  - c. A displaced Employee must actively participate in the redeployment process by making themselves available to be considered for vacancies, accepting reasonable redeployment and retraining opportunities and being pro-active in searching and applying for jobs.
- 4.3.3 During the redeployment period displaced Employees may be transferred, redeployed or seconded to a vacancy without the position being advertised. If a displaced Employee applies for an advertised vacancy at their substantive salary classification or below, the City will:
  - a. consider the displaced Employee before other applicants;
  - b. assess the Employee's suitability for the position solely in relation to their capacity to meet the selection criteria and not on the basis of relative merit;
  - c. if the Employee is deemed suitable, appoint the Employee to the position and
  - d. provide feedback to the Employee upon request.

#### **4.4 Redundancy Pay**

4.4.1 Where an Employee's position is made redundant and the Employee's employment is terminated as a result, the Employee will be entitled to a payment equal to the Employee's salary for three (3) week's pay for each year of service and a proportionate amount for an incomplete year of service. However the Employee:

- a. must receive a minimum amount equal to the Employee's salary for four (4) weeks' pay, but
- b. must not receive any more than the Employee's salary for fifty-two weeks (52) pay.

'Week's pay' means the ordinary time rate of pay for the employee concerned, including additional "annualised" and over-agreement payments which are payable as part of the employee's weekly salary.

Otherwise, the ordinary time rate shall exclude:

- overtime
- penalty rates
- disability allowances
- shift allowances
- special rates
- fares and travelling time allowances
- bonuses
- any other ancillary payments of a like nature.

Unless otherwise approved by the Chief Executive Officer any employee who receives a redundancy payment due to redundancy cannot be re-employed by the City for at least twelve (12) months.

4.4.2 If no offer of a voluntary departure package has previously been made, the departure package will made up of both the severance entitlement referred to above, plus the early separation incentive payment referred to in clause 4.5.

4.4.3 if an offer of a voluntary departure package has previously been made then the Redundancy Pay entitlement outlined in clause 4.4.1 will be paid however the early separation incentive payment will not be available

#### **4.5 Early Separation Incentive Payment**

If an Employee accepts in writing, a formal offer of a voluntary departure package within two (2) weeks of the offer being made, the Employee is also entitled to a further payment equal to either

- (i) the Employee's salary for fifteen (15) weeks, or
- (ii) the sum of \$15,000; whichever is the greater.

#### **4.6 Transfer to lower paid duties**

Where an Employee is transferred to lower paid duties due to redeployment, the Employee's former salary (including increments and Agreement wage increases that may be payable during this period) will be maintained for a period of fifteen (15) months.

#### **4.7 Employee leaving during notice period**

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

#### **4.8 Job search entitlement**

4.8.1 During the period of notice of termination given by the City in accordance with the Termination of Employment provisions of the relevant Modern Award, an Employee shall be allowed up to one (1) day off without loss of pay during each week of notice for the purpose of seeking other employment.

4.8.2 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the City, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### **4.9 Transmission of business**

4.9.1 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

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

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

**4.10** This clause 4.1 does not apply to:

- i. employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- ii. probationary employees;
- iii. apprentices;
- iv. trainees;



- v. employees engaged for a specific period of time or for a specified task or tasks; and
- vi. casual employees.

#### **4.11 Alternative Employment**

The City may make an application to the Commission to have the general severance pay prescription amended if the City obtains acceptable alternative employment for an Employee.

## **5 EMPLOYMENT SECURITY**

### **5.1 Employment Security**

- 5.1.1 The Parties agree that the best way to optimise job security is through maximum efficiencies, aiming for best practice and continual productivity improvements. Further, the Parties acknowledge that the current workplace is a critical element in the improvement of quality service provision and that these efficiencies and improvements will not be pursued through job reductions.
- 5.1.2 The Parties are committed to optimising the employment security of Employees by:
  - a. Taking steps to ensure the City has the benefit of a stable and committed workforce.
  - b. Training and developing Employees' levels of skill and ability and providing retraining when necessary.
  - c. Providing an environment which supports career development and equal employment opportunity.
  - d. Continuing to manage the City's workforce to minimise the need for involuntary labour reductions in the future; if reductions are required, then wherever possible the City will utilise natural attrition or voluntary redundancies.
  - e. Implementing consultative mechanisms to ensure timely advice and discussion between management, Employees and unions about any significant changes to service delivery which may impact upon labour requirements.
  - f. Introducing measures to increase the security of Employees' employment.
- 5.1.3 During the life of this Agreement, subject to the circumstances of the City's operational needs, and after complying with the terms of this Agreement, the City will use its best endeavours to explore alternatives to any forced redundancy, and will only use forced redundancy as a last resort.

### **5.2 Contracting out**

- 5.2.1 The City will endeavour to utilise and promote the use of its existing permanent City Employees for the undertaking of the City's works, services and operations.
- 5.2.2 In providing services to the community, the City must be as efficient as possible to provide value to the ratepayer. Therefore the City reserves the right to make alternative service arrangements. During the life of this Agreement, the City will, where appropriate, minimise the contracting out or leasing of any works and services currently provided by the City. Provided that the City may determine to contract outsource works and services in the following circumstances:

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

5.2.3 Where the City decides to contract out or lease any City works and services provided by City Employees, the affected staff and their relevant Unions shall be consulted in accordance with clause 10 of this Agreement as early as possible.

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

### **5.3 Use of contingent labour and temporary staff**

The Parties are committed to maximising permanent employment where possible. Contingent labour arrangements should only be utilised where City employment is not viable or appropriate. Further the City agrees that temporary employment for Agreement based-staff and contingent labour should not be used as a long term staffing solution for ongoing positions within approved establishment, which are nominally vacant. The Parties recognise, however, that in some circumstances, such as areas of skill shortage, the use of contingent labour staff is appropriate.

## **6 HOURS AND ARRANGEMENT OF WORK**

### **6.1 Hours of work**

6.1.1 The ordinary hours of work for all employees shall be in accordance with the full provisions of the relevant Modern Award as defined in clause 1.2 of this Agreement or as otherwise specified for employees in a Local Area Agreement.

### **6.2 Nine-day fortnight provisions**

6.2.1 In addition to the provisions contained within the relevant Modern Award, this clause only applies to Employee's covered by the Queensland Local Government Industry (Stream A) Award – State 2017.

6.2.2 Hours of duty

- a. Except in accordance with clause 6.1, the indicative ordinary hours of duty to be worked by employees working a nine-day fortnight arrangement may be as follows:

8.00am	Commence work
10 minute	Tea break to be taken mid-morning
45 minute	Lunch break taken between noon and 2.00pm
4.40pm	Finish work.

- b. Notwithstanding the above, the ordinary hours of duty for Employees on this arrangement shall be in accordance with the Queensland Local Government Industry (Stream A) Award – State 2017, being an average of 36.25 hours per week or 7.25 hours per day, inclusive between the hours of 6.00am to 6.00pm. This spread of hours is available to ensure flexibility in relation to the start and finish times so that each Branch / Work Unit is able to set the Employees' hours of work to meet their own operational requirements by mutual agreement in writing with the Employee.
- c. The Parties acknowledge that the daily standard ordinary hours (as specified above) include an earlier finish time, in return for forgoing an afternoon tea break of ten (10) minutes. In other words, no afternoon tea break is taken so that the Employee's finish time can be earlier

#### 6.2.3 Days off

- a. Each Employee working the hours provided in clause 6.2 above shall be entitled to a rostered day off without reduction in pay each and every fortnight of employment. The day on which such rostered day off is to be taken, shall be determined by mutual agreement between the Supervisor / Manager or delegated person and the Employee.
- b. Where a rostered day off falls on a day prescribed as a public holiday in clause 9.13 of this Agreement, an additional rostered day off in lieu shall be made available.
- c. The Supervisor / Manager or delegated person shall prepare rosters in accordance with the above for each quarter. Such rosters shall be displayed on the City's notice boards at least two (2) weeks before the commencement of each quarter.
- d. Where special circumstances can be demonstrated an Employee may request and the Manager may approve the rostered day off each fortnight being on some other day. Flexible use of RDOs will be available in accordance with clause 6.4 of this Agreement. Where special circumstances exist, an Employee's rostered day off may be postponed from its rostered date to some other day.
- e. Employee's employed pursuant to this clause, who supervise or support Employees who work a nine (9) day fortnight with a common rostered day off shall be entitled to have the same day off without reduction in pay as the Employees they supervise or support.

#### 6.2.4 Overtime

Notwithstanding anything to the contrary in the Overtime provisions contained in the Queensland Local Government Industry (Stream A) Award – State 2017, time worked on the rostered day off provided for in clause 6.2.3 above, shall be paid the same as time worked on Saturday, unless prior arrangements have been made.

#### 6.2.5 Sick Leave

An Employee who falls sick on the Employee's rostered day off, or whose rostered day off occurs while absent on Sick Leave, shall not receive any further day off in Lieu.

#### 6.2.6 Higher Duties

For the purposes of the Higher Duties provisions contained in Queensland Local Government Industry (Stream A) Award – State 2017, time spent by an Employee relieving a higher classified employee on their rostered day off, in accordance with clause 6.2.3 above, shall not count as part of the qualifying period of one (1) day for higher duties purposes.

### **6.3 Ten-day Fortnight provisions**

6.3.1 The conditions applicable in this clause apply to Employees within the classifications contained in the Queensland Local Government Industry (Stream A) Award – State 2017, and whose position is assessed, as requiring them to be present each working day. For the avoidance of any doubt, the provisions contained within this clause will override any provisions contained within any Local Area Agreement.

6.3.2 Certain positions within the classifications described above, may be required to be present over ten (10) days per fortnight (and therefore not able to enjoy an RDO arrangement) and are employed on a ten (10) day fortnight basis, with an additional loading paid. This arrangement is set out in this clause.

#### **6.3.3 Hours of Duty - Ten Day Fortnight (14 per cent Loading)**

- a. Except as otherwise provided for in clause 6.1, the standard hours of work for Employees working under this arrangement shall be an average of 8.06 hours per day, 40.3 hours per week, worked over a ten (10) day fortnight. Employees working under this arrangement are not entitled to a RDO as per the nine (9) day fortnight arrangements.
- b. To ensure the operational requirements of each Branch/Work Unit are met, start and finish times within the spread of hours can be negotiated at the workplace level by mutual agreement. Provided that the continuous hours worked before overtime is paid shall remain at 8.06 hours per day.

#### **6.3.4 Remuneration**

It is recognised by the Parties that the standard hours of work under the ten (10) day fortnight arrangement are in excess of the provisions as contained within the relevant Modern Award. Therefore, a premium payment of 14 per cent of the Employee's base annual salary shall be paid to Employees working under this arrangement. This additional, all-purpose payment will form part of the employee's base salary and is paid to compensate employees for working a ten (10) day fortnight without a Rostered Day Off.

#### **6.3.5 Overtime**

- a. Hours worked in excess of those specified above in 6.3.3 Hours of Duty will be subject to the overtime provisions as contained within the relevant Modern Award.
- b. Any additional time worked must be approved by the Branch Manager prior to being worked.

#### **6.3.6 Number of Ten (10) Day Fortnight Positions**

Agreement has been reached that a maximum of one-thousand (1000) positions shall be in place at any time. If the cap is reached during the life of the Agreement, additional positions may be established by agreement in writing between the City and the State Secretaries of the relevant Parties in writing, on a case-by-case basis. Electronic communication via email will be deemed to be written communication for this purpose.

Clause 1.4 of LAA 2.23 contained in Part 2 of this Agreement will be read as allowing 1000 positions in lieu of the 500 positions stated.

#### 6.3.7 Removal from Ten (10) Day Fortnight Positions

Where a position is classified as a ten (10) day fortnight position in accordance with these arrangements, and subsequently it is determined by management that the position must revert to a nine (9) day fortnight, due to operational or structural requirements, the incumbent Employee will be given three (3) months' notice before the change is affected.

Clause 1.5 of LAA 2.23 contained in Part 2 of this Agreement will be read as requiring three (3) months' notice before the change is effected in lieu of the six (6) month period stated.

#### 6.3.8 Hours Of Duty

- a. Except as otherwise provided for in clause 6.1, the indicative ordinary hours of duty to be worked by employees working a ten-day fortnight arrangement may be as follows:

8.00am	Commence work
10 minute	Tea break to be taken mid-morning
45 minute	Lunch break taken between noon and 2.00pm
4.40pm	Finish work.

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

#### 6.3.9 Staff at Levels 1 To 5

- a. It would be unusual for the City to require staff classified at levels 1 to 5 to work a ten (10) day fortnight arrangement as detailed above. Where the City believes it is necessary for a position within these classification levels to work a ten (10) day fortnight (with the 14 per cent loading provisions as above), the ten (10) day fortnight criteria must be met, and approval by the relevant Parties will be required before any such arrangement is offered or entered into.
- b. Existing ten (10) day fortnight positions at levels 1-5 that do not meet the criteria for the ten (10) day fortnight, and which become vacant for any reason, the position will revert back to a nine (9) day fortnight working arrangement.

#### 6.3.10 Staff at Levels 6 To 8

- a. Positions classified at levels 6 to 8 of the relevant Modern Award may be required to work a ten (10) day fortnight in accordance with the conditions applicable under the ten (10) day fortnight (14 per cent loading) provisions (above); approval by the relevant Parties will not be required in respect of positions at these levels. However, Employees at those levels currently working a nine (9) day fortnight will not have their existing positions converted to the ten (10) day fortnight (14 per cent loading) arrangement, unless it is by agreement with the Employee.
- b. If a converted ten (10) day fortnight position classified at level 6 to 8, and becomes vacant for any reason, the position will revert back to a nine (9) day fortnight working arrangement subject to the City's right to review and determine whether the position should be again converted to a ten (10) day fortnight position.

#### 6.3.11 Pay-Out of Existing Banked Rostered Days Off

- a. It is recognised that employees who move to a ten (10) day fortnight arrangement may do so with a number of Banked Rostered Days Off.
- b. These Employees will have the option to have their Banked Rostered Days Off paid out at single time rates subject to mutual agreement between the employee and the City.

#### 6.3.12 Project Work

Staff performing project work for periods of up to six (6) months may work the ten (10) day fortnight under the terms of this clause.

#### 6.3.13 Principles for Implementing Ten Day Fortnight

As a limit of 1000 positions have been agreed to under the terms of this clause. It is mandatory that positions meet the following procedure and criteria to be considered as a designated ten (10) day fortnight position:

##### *Procedure*

- a. Only a Manager can make application to have a position considered for ten (10) day fortnight (14 per cent loading) arrangement. An Employee wishing to move to a ten (10) day fortnight cannot submit an application.
- b. The Manager must prepare a written business case as to why the position should be converted to a ten (10) day fortnight (14 per cent loading) arrangement. This business case must address all the criteria as listed in the section dealing with criteria and procedures. Applications that do not address the criteria will not be considered for review.
- c. The Manager submits the written application to their Director.
- d. The Director will review the application and make recommendation and be accountable for all information contained in the application.
- e. If the Director supports the application, it is forwarded to the Chief People and Culture Officer. If the Director rejects the application, it is returned to the relevant Manager.
- f. People and Culture will review the application. Where the position is at levels 1 to 5, consultation will occur with the relevant Union/s; for these positions, the application must be approved by the Union to progress past this step (note that the consultation with the Union will only relate to the position and not to any person who may occupy the position). If agreement is unable to be reached at this step the Dispute Resolution Procedure may be utilised. Positions at levels 6 to 8 will not require approval from the relevant Parties. However, Employees at those levels currently working a nine (9) day fortnight will not have their existing positions converted to the ten (10) day fortnight (14 per cent loading) arrangement, unless it is by agreement with the Employee.
- g. The file is returned to the People and Culture Branch who are responsible for advising the Manager of the outcome. People and Culture prepare the appropriate letters and forward to the Director for signing. All successful applications must be approved by the Chief Executive Officer
- h. The signed letter is forwarded to the Manager to hand to the employee.



#### 6.3.14 Ten (10) Day Fortnight Criteria

To make an application for a position to be reviewed as a ten (10) day fortnight (14 per cent loading) arrangement, the following criteria must be addressed in the written business case. The Manager is welcome to submit any other relevant information that would support the application. Applications that do not address the criteria will not be considered for review.

*Criteria:*

- a. Outline why the position is required ten (10) days per fortnight, clarifying the essential work the position is responsible for. Points to consider include:
  - i. Quantifiable impact if the position is not available ten (10) days;
  - ii. Critical response;
  - iii. Sole/single operator position;
  - iv. Support staff available;
  - v. Responsiveness to Councillors/council meetings;
  - vi. Cross Directorate/Branch/Section requirements; or
  - vii. Ramifications and impact on other City employees.
- b. Define the impact the position has on critical customer service, standards for quality and on-time delivery. What would be the impact to the City and/or the community if the position remained on the nine day fortnight conditions?
- c. Outline what other options have been considered before making this application. For example:
  - i. changing the days of RDO's;
  - ii. looking at rostering options;
  - iii. job share;
  - iv. staggered lunch breaks;
  - v. 36.25 hours per week spread over ten days;
  - vi. reorganising existing staff to support the role; or
  - vii. the additional costs if made a ten day fortnight position and how it will be funded.

#### 6.4 Flexible use and banking of RDOs

- 6.4.1 Where an Employee requests a change to a Rostered Day Off (RDO) to assist with personal obligations, that request will be approved unless a significant operational reason exists that would preclude the change of RDO.
- 6.4.2 Additionally, and notwithstanding the Hours of Work clause in the relevant Modern Award, where the arrangement of ordinary hours of work provides for a RDO, the City and the Employee concerned may agree in writing to bank up to a maximum of five (5) RDOs, provided that the RDO shall not be banked without written consent.
- 6.4.3 Where such agreement in writing has been reached, the banked RDO shall be taken within twelve (12) calendar months of the date on which the first RDO was banked. Consent to bank RDOs shall not be unreasonably withheld by either party. If an Employee has an entitlement of banked RDOs upon termination of employment, the banked RDOs will be paid out at single time.
- 6.4.4 A banked RDO shall not be taken without written consent.

- 6.4.5 Wherever possible, Employees will be allowed to bank up to five (5) RDOs for the purpose of utilising such banked RDOs between the Christmas and New Year period, subject to operational convenience. Approval shall not be unreasonably withheld.

## **6.5 Make-up Time**

- 6.5.1 The City may approve an Employee working "make-up time." Make up time is where the Employee takes time off during ordinary hours and subsequently works those hours at a later time. Such hours to be made up will be worked, during the ordinary spread of hours provided for in this Agreement or the relevant Modern Award.
- 6.5.2 The purpose of this clause is to facilitate flexibility, and the intent of this clause is not to avoid the payment of overtime. However, make-up time will not be subject to overtime payments.
- 6.5.3 Make-up time will not exceed four (4) hours and must be approved in advance. Time taken off work by an Employee in excess of four (4) hours will be subject to the usual leave application and approval processes.

## **6.6 Breaks and rest pauses**

- 6.6.1 Breaks and Rest Pauses shall be applied as per the provisions of the relevant Modern Award. All casual Employees working four (4) hours or more shall be entitled to breaks and rest pauses in accordance with the relevant Modern Award.
- 6.6.2 Where the majority of Employees in a work unit and management agree to do so, the morning and afternoon tea breaks may be combined, such that the afternoon break is forgone, and a single morning break of fifteen (15) minutes is taken, with the finishing time for the work day able to be brought forward by five (5) minutes. This will not apply where Employees' hours of work are arranged in accordance with other provisions contained in any part of this Agreement.

## **6.7 Salaried Employees (supervisors) working a 38 hour week**

- 6.7.1 Queensland Local Government Industry (Stream A) Award – State 2017 provides that the ordinary hours of duty of such Employees having other workers under their immediate supervision may be determined by the City to be the same as the ordinary hours of the workers supervised.
- 6.7.2 The Parties agree that where supervisors employed pursuant to this clause are required to work a 38 hour week due to their supervision of other Employees, those supervisors will be paid at ordinary rates ('single time') for those hours worked in excess of 36.25 hours per week (that is, 1.75 hours per week). Hours worked in excess of 38 hours per week will be subject to the usual overtime approval and payment procedures.

## **6.8 Ten (10) hour break after overtime**

- 6.8.1 An Employee who works so much overtime between the termination of the Employee's ordinary work on one day and the commencement of the Employee's ordinary work on the next day that the Employee has not had at least ten (10) consecutive hours off duty between those times shall be released after completion of such overtime until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the City, such an Employee resumes or continues work without having had such ten (10) consecutive hours off duty, the Employee shall be paid double rates until the Employee is released from duty for such period until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 6.8.2 For those Employees whose ordinary hours do not include work on Sundays or public holidays, for the purposes of this clause, the time of termination of the Employee's ordinary work shall be deemed to be the time of cessation of ordinary working hours on a normal working day (i.e. the usual finishing time).
- 6.8.3 Further, any provision in a relevant Modern Award to the effect that overtime does not count for the purposes of the ten (10) hour break (as specified in clause 6.8.1), when the Employee is required to leave home to perform work for less than two (2) hours, shall not apply.

## **6.9 Flexible work options**

- 6.9.1 The City has a range of flexible work options that are available. Employees may request, and the City will give due consideration to, requests for any such arrangement.
- a. Negotiable start/finish times.
  - b. Part-time work options, including temporary arrangements.
  - c. Working from home.
  - d. Nine-day fortnight working arrangements (as a standard employment condition) flexible use and banking of RDOs.
  - e. Make-up time and time-off-in-lieu arrangements.
- 6.9.2 Approval of any request for any of these arrangements will necessarily depend upon the City's operational requirements and be subject to efficiency, productivity and cost considerations in accommodating the request, along with considerations of the Employee's personal circumstances.
- 6.9.3 Transition to retirement arrangements may be made available to those Employees approaching full time retirement from the workforce and who may request a transition period to retirement. A transition to retirement period may assist the transfer of corporate knowledge and skills and provide guidance and mentoring to other Employees prior to retirement, for the mutual benefit of the Employee and the City.
- 6.9.4 A transition to retirement period could entail the utilisation of flexible work options to allow an Employee to reduce their work hours/days to an agreed number, provided operational requirements are able to be met. In doing so, the City will give favourable consideration to the utilisation of Annual Leave and Long Service Leave entitlements, in a manner which would not otherwise be available. For example, this could include taking leave at the rate of one (1) or two (2) days per week over an extended period. Approval is at the sole discretion of the City. Half pay leave arrangements will not be applied in such circumstances.

## **6.10 Alternative employment arrangements**

- 6.10.1 An Alternative employment arrangement may be negotiated with an Employee who receives a base salary which is greater than the amount shown in the salary table of this Agreement for an officer at Level 8, Increment 5 of the Queensland Local Government Industry (Stream A) Award – State 2017.
- 6.10.2 While the Employee continues to be employed under this Agreement and the Queensland Local Government Industry (Stream A) Award – State 2017, any provisions as listed immediately below shall not apply to an employee on an alternative employment arrangement under this clause:
- a. Hours of work / hours of duty;
  - b. Salary;
  - c. Overtime and penalty rates;
  - d. Classification or reclassification;
  - e. Allowances; or
  - f. Redundancy / redeployment.
- 6.10.3 The conditions of employment and salary applicable to an Employee on an alternative employment arrangement shall be negotiated individually and shall be entered into a written contract of employment. All other clauses in this Agreement other than those exempted above shall continue to apply.
- 6.10.4 This clause will only apply where the following conditions are met:
- a. a copy of the proposed contract is given to the Employee or the person to be appointed as an Employee within a reasonable time (preferably seven (7) days) prior to the contract being entered into by the Employee or the appointee
  - b. the contract is voluntarily entered into by the Employee or the appointee, and
  - c. at the time it is agreed and/or renewed, the contract's terms and conditions do not result, on balance, in a reduction in the overall terms and conditions of employment applicable to the officer if employed under the terms described in this Agreement.

## **7 EMPLOYMENT MATTERS**

### **7.1 GPS devices**

- 7.1.1 The City utilises GPS vehicle data to make more efficient decisions on vehicle usage and workload, more accurately record vehicle performance and enhance workplace safety. The primary purpose of GPS data is to ensure that the City's staff and assets can be better utilised and protected.
- 7.1.2 The purpose of the introduction of GPS technology into City vehicles is not a staff monitoring initiative, although it is acknowledged that in reviewing vehicle operations, inevitably vehicle usage patterns will be visible. The collection of data is not primarily for disciplinary purposes, however where it can be reasonably established that a breach of City policy may have occurred, the City reserves the right to utilise the data in an investigation, noting that:
- a. any such investigation will be conducted with procedural fairness;
  - b. the Employee will be entitled to union representation, and
  - c. no formal disciplinary action will be taken until the investigation is concluded.

**7.1.3** In using GPS vehicle data, the City commits to the following:

- a. The data, insofar as it relates to individuals, will be kept confidential in accordance with relevant privacy principles.
- b. The data will not be used to invade an Employee's personal privacy.
- c. That where a possible breach of City policy is identified, it will be brought to the attention of the Employee with a view to allowing the Employee to provide an explanation.
- d. That Employees may have reasonable access to data that is related to their vehicle usage.
- e. That access to the data will be restricted to relevant managerial levels.
- f. It is acknowledged that minor deviations for a non-work-related purpose may occur. A minor deviation is one that is minor, infrequent and irregular, such that the vehicle retains its Fringe Benefit Tax exemption as described in Australian Taxation Office guidelines.

**7.1.4** The City acknowledges that where the identity of a vehicle operator is apparent, that the Information Privacy Principles apply to the collection, usage and storage of that information and therefore it must be kept appropriately confidential.

**7.2 Employee assistance program**

**7.2.1** The Parties acknowledge that work performance and work health and safety programs can be affected by Employees with personal problems. Statutory requirements, together with the increasing recognition of the need to maintain a healthy and safe workforce in the interests of improved efficiency has stimulated the City to take a greater interest in the well-being of its Employees. The City has entered into an agreement with a provider who will assist Employees whose personal or work-related problems may affect their work performance.

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

**7.3 Simultaneous advertising of positions**

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

## **8 SALARIES AND ALLOWANCES**

### **8.1 Overpayment of Wages**

8.1.1 In the event that an Employee is overpaid, the City shall be entitled to recover such overpayment in full. In all cases where an overpayment has occurred, the City shall, as soon as reasonably practicable, advise the Employee of both the circumstances surrounding the overpayment and the amount involved. The Employee will be consulted on the proposed method of recovering such overpayment, with the view to reaching mutual agreement. In the event mutual agreement cannot be reached, the City may determine the period over which the repayment may be recovered by periodic deductions from the employee's wages after taking into account the amount of the overpayment and the employee's financial circumstances. If the employee disputes the City's decision the matter is to be dealt with following the dispute resolution procedure in Clause 2 of this Agreement.

8.1.2 Any monies owed by the Employee at the date of termination of employment will become due to be paid on the date of termination. Any outstanding monies owed may be deducted by the City from any final payment to the Employee.

### **8.2 Salary rates and their application**

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

Timing of increase	Increase
From the commencement of the first full pay period on or after the date of Certification	2.2%
From the commencement of the first full pay period one (1) year after the date of certification of the Agreement	2.3%
From the commencement of the first full pay period two (2) years after the date of certification of the Agreement	2.35% or the Brisbane CPI* whichever is the greater

\*The Consumer Price Index (CPI) to be used for the determination of the wage increase will be in accordance with the All Groups CPI, using Brisbane as the capital city. The CPI rate to be used will be the last published CPI rate preceding the increase.

### **8.3 Salary sacrifice**

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

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

- a. superannuation contributions
- b. participation under the Limited Private Use Car Scheme



- c. novated leasing of vehicles.

## **8.4 Superannuation**

- 8.4.1 The City shall provide a superannuation benefit to all eligible Employees engaged under the terms of this Agreement, as prescribed by the *Local Government Act 2009 (Qld)* and in accordance with the terms of the Local Government Superannuation Scheme.
- 8.4.2 In respect to casual Employees engaged under this Agreement, the City shall provide superannuation benefits to eligible Employees as prescribed by the *Superannuation Guarantee (Administration) Act 1992 (Cth)*.

## **8.5 Apprentices**

Apprentices will be employed under the terms of this Agreement read in conjunction with the Order Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003. Wages of apprentices will be established using the relevant percentages contained in the Order applied against the relevant base trade rate of pay listed in the schedules to this Agreement.

## **8.6 Allowances**

All applicable allowances for Employees shall be in accordance with the relevant Modern Award and/or Local Area Agreement unless specified in the clauses following.

### **8.6.1 Motor vehicle mileage allowance**

Where an Employee is required by the City to provide a motor vehicle for official duties that Employee shall be paid an allowance per kilometre in accordance with the relevant Modern Award for the claiming of work-related car expenses.

### **8.6.2 On call allowance**

- a. The City may instruct an Employee to be available to perform emergency work either remotely or through attendance at the work-site outside of the Employee's normal working hours.
- b. In return for the Employee holding themselves available for work outside of ordinary working hours (on call), an availability allowance of \$259 per week (or \$37 per day) is payable.
- c. To be eligible for the allowance, the Employee must have been instructed to be available for work and be readily accessible and in a fit state if called upon to perform work. The mere provision of electronic means for contact or to perform work remotely does not in itself justify entitlements to the allowance.
- d. Employees who are on call (i.e. in receipt of availability allowance) and are called upon to perform emergency work will be paid overtime in accordance with clause 8.6.3 relating to Call Out Payment.
- e. If an Employee is required to be on call on a Public Holiday, the Employee leave records will be credited with one additional ordinary time day for that Public Holiday. When this time is taken as leave, the Employee will be paid the equivalent of a day's pay at their ordinary rate of pay.

### **8.6.3 Call out payment**

- a. If an Employee is required to travel to a work place to perform necessary emergency work, all work performed by the Employee shall be paid from the time of leaving home

to commence work until the time the Employee returns home. The payment received in these circumstances shall not be less than a minimum payment of three (3) hours at double time.

- b. Where an Employee who is on call and is called upon to perform emergency work remotely or from home, all work performed on that day shall be at the prescribed overtime rates, from the time the Employee commences the emergency work until such time the Employee finishes the work. If an Employee is required to perform work on one or more occasions in any one day the payment received for that day shall not be less than one half hour at overtime rates.
- c. An Employee shall not be entitled to a minimum payment in respect of each call-out (as described in clauses 8.6.3 (a) and 8.6.3 (b) ) on the same day, or overnight, unless the equivalent hours equal to the minimum payment has elapsed, from the time when the Employee had been previously recalled to work.
- d. Employees not in receipt of an on call allowance but who may be required to support the operation of the on call service, agree to continue to assist as required on a call out basis subject to reasonable consideration of Employee wellbeing/work-life balance. In such circumstances, Employees will be paid overtime in accordance with the provisions of the relevant Modern Award for that Employee.
- e. An Employee subject to this clause and who cannot be reasonably contacted or refuses to perform the emergency work for legitimate or other reasons will forfeit any allowances provided for in this clause.
- f. For the purposes of this clause, emergency work occurs when urgent work is required to be done which cannot wait until the next business day. Emergency work is therefore associated with an emergency callout (whether performed from home or at a workplace) and includes duties reasonably associated with that callout.
- g. Note that the provisions of clause 6.8 of this Agreement (ten (10) hour break after overtime) also apply to overtime performed under this clause.

## **8.7 Overtime preference**

- 8.7.1 The City will offer, as a first preference, overtime hours to City Employees before engaging an existing or additional Contingent Labour (or “agency temp”) resource specifically to do that work.
- 8.7.2 However, the Parties acknowledge that this may not always be possible and will be subject to considerations such as safety, e.g. provision of adequate rest time to Employees, and the knowledge / skills required to perform the work.

## **8.8 Employees’ penalty rates for ordinary hours worked on weekends**

- 8.8.1 This clause will only apply to those covered by Queensland Local Government Industry (Stream A) Award – State 2017.
- 8.8.2 The City and an Employee, who may be represented by an accredited union representative, may agree that the ordinary hours of duty may be worked on any five (5) out of seven (7) days per week including Saturdays and Sundays or the ordinary hours may be altered as to the spread of hours.
- 8.8.3 If the Employee’s ordinary time includes working between midnight Friday and midnight Sunday, other than as part of performing shift work, the employee is entitled to be paid the following:

- a. for ordinary time worked between midnight Friday and midnight Saturday – 50 per cent more than the ordinary rate applicable to the employee;
- b. for ordinary time worked between midnight Saturday and midnight Sunday – 100 per cent more than the ordinary rate applicable to the employee.

8.8.4 This clause does not apply to casual Employees who will be paid as per the rates provided in Queensland Local Government Industry (Steam A) Award – State 2017.

## **8.9 Payroll deduction arrangements**

The Parties agree that the current system for deducting and remittance of union membership fees shall remain in place for the life of the Agreement.

# **9 LEAVE**

All Leave entitlements for Employees subject to this Agreement will be applied as per the provisions of the relevant Modern Award, except as otherwise specifically prescribed by this Agreement.

## **9.1 Annual Leave**

9.1.1 Every Employee (other than a casual Employee) covered by this Agreement shall at the end of each year of employment, be entitled to Annual Leave on full pay as follows:

- a. not less than five (5) weeks if employed on shift work where three (3) shifts per day are worked over a period of seven (7) days per week;
- b. not less than twenty days (20) in any other case.

9.1.2 For the purpose of the provision “*year of employment*” shall mean and include any year of employment completed on or after 3 December 1973.

9.1.3 Provided that Annual Leave as prescribed in clause 9.1.1 is not to accrue during periods of leave without pay authorised by the City or otherwise and which exceed three (3) months. For the purposes of calculating the three (3) months for this proviso each period of leave without pay taken by an Employee must be treated separately and such periods cannot be treated cumulatively.

9.1.4 For the purpose of this clause, leave without pay does not include any period of absence of less than three (3) months during which the Employee is entitled to payment under the *Workers Compensation and Rehabilitation Act 2004*.

9.1.5 Annual Leave shall be exclusive of any statutory holiday occurring during the period of that Annual Leave. Payment in advance will only be made if requested by the Employee and provided that the approved application for leave is received by Payroll at least fourteen (14) days in advance of the leave.

9.1.6 Approval for applications to take Annual Leave will not be unreasonably withheld.

### *Termination*

9.1.7 On the termination of the employment of any Employee, such Employee shall be paid for any untaken Annual Leave standing to the Employee’s credit on the following basis:

- a. If the Employee is one to whom clause 9.1.1 (b) applies, four (4) weeks' pay for each year of employment completed on or after 3 December 1973 (less any period of such Annual Leave already taken and paid for) calculated in accordance with clause 9.1.8 plus, for any period of employment of less than a year, one-twelfth of the Employee's pay for that period of employment calculated in accordance with clause 9.1.8.
- b. If the Employee is one to whom clause 9.1.1(a) applies, five (5) weeks' pay for each year of employment completed on or after 3 December 1973 (less any period of such Annual Leave already taken and paid for) calculated in accordance with clause 9.1.8 plus, for any period of employment of less than a year, one-ninth of the Employee's pay for that period of employment calculated in accordance with clause 9.1.8.
- c. If the employment of an Employee is terminated at the end of a full year of employment such Employee shall also be entitled to ordinary pay for any statutory holiday which would have occurred had the Employee taken the Annual Leave standing to the Employee's credit at the termination of employment.

#### *Calculation of Annual Leave pay*

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

- a. The Employee's prescribed rate of pay for the period of the Annual Leave as prescribed in clause 9.1.5.
- b. A further amount calculated at the rate of 17.5% of the amount referred to in clause 9.1.8 (a); provided that the provisions of this paragraph shall not apply to those Employees who are already receiving an annual holiday bonus loading or other annual holiday payment which is not less favourable to the Employees concerned.
- c. Shift workers – the rate of pay to be paid to a shift worker for the purposes of clause 9.1.8 (a) shall be the rate payable for work in ordinary time according to the Employees roster or projected roster, including Saturday, Sunday or holiday shifts.

#### *Taking of Annual Leave*

9.1.9 Annual Leave shall be given and taken at a time mutually convenient to the City and the Employee concerned as far as practicable. Provided that the City, by giving at least one (1) months' notice, may require an Employee to take Annual Leave commencing not earlier than the anniversary of the date of such Employee's appointment. Annual Leave shall be cumulative and when not taken by mutual agreement shall be added to the Employee's subsequent entitlements.

9.1.10 Annual Leave shall be given in addition to any notice of termination of employment.

#### *Annual closedown*

9.1.11 The City may close down its operations in work areas, units or sections, or parts thereof, for the purposes of allowing Annual Leave to all or most of the Employees in those work areas, units or sections.

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

- 9.1.13 For the purposes of subsequent closedowns, the anniversary date for Annual Leave purposes shall be deemed to operate from the date that the City operated the first closedown that the Employee participated in with consequential adjustment to accrued Annual Leave entitlement.
- 9.1.14 The City shall give six (6) months' notice of whether it proposes to implement an annual closedown.
- 9.1.15 Provided that the foregoing conditions shall also apply in the event of Annual Leave being staggered so that Employees entitled to Annual Leave may be broken into two (2) groups which overlap into a closedown in accordance with clause 9.1.11, of not more than two (2) working weeks (plus public holidays occurring therein), and Employees with a lesser period of service may be stood-down as in clause 9.1.12.

*Extension of Annual Leave on the basis of reduced pay*

- 9.1.16 An Employee may request and the City may agree to extend the amount of Annual Leave for which the Employee qualifies by the Employee taking the leave on half pay for the following purposes:
- a. family responsibilities;
  - b. study; or
  - c. other special circumstances.
- 9.1.17 Granting of the leave is subject to operational convenience. Approval will not be unreasonably withheld.

*Taking of pro-rata Annual Leave*

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

**9.2 Personal (sick and carers) Leave**

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

**9.2.1 Amount of paid Personal Leave**

- a. Paid Personal Leave is available to an Employee, other than a casual employee, when they are absent from work:
  - i. due to personal illness or injury; or
  - ii. for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- b. An Employee is entitled to fifteen days (15) Personal Leave per annum which accrues in accordance with the Act.

**9.2.2 Effect of workers' compensation**

If an Employee is receiving workers' compensation payments, they are not entitled to Personal Leave.

### 9.2.3 Broken service

If an Employee is terminated by the City and is re-engaged by the City within a period of six (6) months then the Employee's unclaimed balance of Personal Leave shall continue from the date of re-engagement.

### 9.2.4 Personal Leave for personal injury or sickness

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

- a. An Employee is entitled to use up to one (1) day per month of the current year's Personal Leave entitlements as Personal Leave in the first year of service and three (3) weeks in the second and subsequent years of service.
- b. An Employee is entitled to use accumulated Personal Leave for the purposes of Personal Leave where the current year's Personal Leave entitlement has been exhausted.
- c. 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 the duly qualified medical practitioner or other evidence of illness satisfactory to the City.
- d. Credit shall be allowed for Personal Leave accumulated with previous employing councils in Queensland (other than Brisbane City Council) provided that the Employee's service as between such council has been continuous and that the Employee at the time of engagement produces a certificate from the previous council certifying the amount of Personal Leave accumulated to the Employee's credit.

Provided also that in respect of any such engagement of an Employee by a council prior to 1 September 1974 the maximum credit for accumulated Personal Leave shall be restricted to fifteen (15) weeks.

- e. Continuous service is defined for the purpose of clause 9.2.4 (d) above to include service with one (1) or more previous employing councils in Queensland (other than Brisbane City Council), which has been continuous except for the Employee having been dismissed or stood down, or by the Council having terminated the Employee's service with the council provided that the Employee shall have been re-employed by that or another Queensland council (other than Brisbane City Council) within a period not exceeding the combination of any period of unused Annual Leave when the Employee ceased employment with the Employee's previous employing council plus a further period of four (4) weeks.
- f. Notwithstanding the foregoing an Employee shall not be entitled to payment for absence through illness or injury in respect of which workers' compensation is payable or through injury sustained by an Employee outside the scope of the Employee's employment caused by or contributed to by the Employee's own negligence or participation in sport or games in respect of which such Employee receives any payment by way of fee or bonus.

#### 9.2.5 Re-crediting of Personal Leave

- a. If an Employee while absent from duty on Annual Leave granted pursuant to the provisions of this Agreement in relation to Annual Leave, is overtaken by illness the Employee shall, on production of a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five (5) days (which may include an RDO), and subject to the provisions of clause 9.2.4 (f), be entitled on application to have such period of illness which occurs during the Employee's Annual Leave debited to the Employee's Personal Leave entitlements and the Employee's Annual Leave entitlement shall be adjusted accordingly.
- b. If an Employee whilst absent from duty on Long Service Leave granted pursuant to the provisions of this Agreement in relation to Long Service Leave, is overtaken by illness the Employee may, subject to the provision contained in this clause, be entitled on application to have such period of illness, which occurs during the employee's Long Service Leave, debited to the employee's Personal Leave entitlement and the employee's Long Service Leave entitlement shall be adjusted accordingly, provided that:
  - i. the application for adjustment is approved by the City
  - ii. the application includes a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five (5) days (which may include an RDO).

The provisions of this clause shall apply subject to clause 9.2.4 (f) above.

#### 9.2.6 Carers Leave

- a. An Employee is entitled to use any Personal Leave entitlement which has accrued after 9 June 1995, to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.
- b. The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- c. The Employee shall, wherever practicable, give the City notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the City by telephone of such absence at the first opportunity on the day of the absence.
- d. An Employee may take unpaid Carer's Leave by agreement with the City.
- e. An Employee taking unpaid Carer's Leave may with the consent of the City work "make-up time" under which the Employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided by the Agreement.
- f. An Employee may elect with the consent of the City to take Annual Leave in single day periods not exceeding ten (10) days in any calendar year and may elect to defer the payment of Annual Leave loading until five (5) consecutive days of Annual Leave are taken.

- g. Where an Employee has exhausted all paid Personal Leave entitlements, they are entitled to take unpaid Personal Leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The City and the employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two (2) days (up to a maximum of sixteen (16) hours) of unpaid leave per occasion.

- h. Casual Employees are entitled to not be available to attend work or to leave work in certain circumstances as set out in below:

Subject to the evidentiary and notice requirements in clauses 9.2.6 (b) and 9.2.6 (c), casual Employees are entitled to not be available to attend work, or to leave work:

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

The City and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to forty-eight (48) hours (i.e. two (2) days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.

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

#### 9.2.7 Personal Leave Extension

Where an Employee is ill, and where the employee has exhausted all leave entitlements (including Personal Leave, Annual Leave and Long Service Leave), the City will consider granting additional Personal Leave on a case-by-case basis. Such additional Personal Leave will be purely at the discretion of the City, and will only be granted where:

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

### 9.3 Sick leave monitoring

#### 9.3.1 The Parties agree to the following:

- a. The maintenance of Sick Leave Monitoring as described; and
- b. Work towards reducing the average annual Sick Day Absences per Employee to a figure of six (6) per annum across the organisation.

#### 9.3.2 The Parties acknowledge that, on average, all Employees are likely to suffer illness and fatigue at similar rates regardless of their work area.

#### 9.3.3 The Parties agree that the use of Employee Personal Leave will be monitored over the life of this Agreement.

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



- 9.3.5 The Parties recognise that Personal Leave benefits are to be used in case of illness/injury and that the purpose of accumulated Personal Leave is to protect Employees in the case of protracted or recurrent illness. Of course Personal Leave entitlements may also be utilised for caring responsibilities in accordance with clause 9.2.6.
- 9.3.6 This procedure is not directed towards ‘unauthorised absences’ which occurs where an Employee may be absent without providing notification. Unauthorised absences may be dealt with in accordance with the City’s disciplinary procedures. Where an Employee is absent due to illness for more than two (2) consecutive days and does not provide the City with satisfactory evidence the Employee will not be entitled to claim Personal Leave entitlements.
- 9.3.7 The Sick Leave Monitoring Program is designed to assist the Parties in addressing situations where there is a clearly substantiated pattern of absence that raises reasonable questions, for instance:
- a. A clear pattern of absence on the same weekday, whether on paid leave, unpaid leave or in part or full days.
  - b. A clear pattern of absence in taking single day absences, paid or unpaid (e.g., adjacent to RDOs, public holidays and/or weekends).
  - c. A clear pattern of absence in taking part day absences, paid or unpaid.
- 9.3.8 Where a circumstance (as outlined above) involving a clearly substantiated pattern of absence arises, a supervisor may speak informally to the Employee about the matter. Supervisors are responsible for providing advice and guidance to Employees; advising Employees when management deem their clearly substantiated pattern of absenteeism is unsatisfactory; and to assist staff in obtaining the proper professional support.
- 9.3.9 If necessary, a formal interview may be conducted with the Employee to discuss the matter. The Manager/Interviewer will contact the Employee and advise the Employee in writing of the reason and a proposed, time and date for the interview. The Employee must also be advised they are allowed representation at this meeting (such as a union representative). The interview will then be conducted at an agreed date and time (a maximum timeframe seven (7) days will apply) in a confidential and non-threatening manner. The interview must include a discussion relating to whether the absence(s) were caused by conditions and/or issues related to the Employee’s work and investigate measures and provide assistance to prevent further absences occurring relating to Employees work, If it is found that the Employees absence(s) were caused by external issues, the City will offer the provision of support/assistance (e.g., a family/personal problem where the Employee Assistance Program may be beneficial).
- 9.3.10 The Parties acknowledge that many potential factors, other than genuine illness, may cause an individual to take Personal Leave, including family and financial problems, drug and alcohol abuse, morale at work etc. The City is committed to offering Employee assistance to affected Employees that may help the Employee address their problems and improve their attendance record.

9.3.11 Should an Employee be spoken to about clearly substantiated patterns of absence and the Employee provides no reasonable explanation, the Employee may be warned in writing that continued absenteeism may result in the Employee being required to produce a doctor's certificate before payment of any Personal Leave can be made. If the Employee receives a formal written warning, their absences will then be monitored over the next six (6) months. If no improvement is noted in relation to clearly substantiated patterns of continued absence then the Employee may again be interviewed in accordance with the interview process outlined above. If no reasonable explanation is provided, the Employee may be notified in writing that they will then be required to produce a doctor's certificate before payment of any further Personal Leave will be made, where such leave is taken in the ensuing twelve (12) month period.

9.3.12 If at any time, abuse of the Personal Leave entitlements is substantiated then the City may invoke formal disciplinary procedures.

#### **9.4 Domestic and Family Violence Leave**

Domestic and Family Violence Leave will be in accordance with the Act.

#### **9.5 Parental Leave**

9.5.1 Subject to the terms of this clause Employees are entitled to Parental Leave and to work part-time in connection with the birth, adoption or surrogacy of a child.

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

9.5.3 An eligible casual Employee means a casual Employee:

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

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

9.5.5 The City will not fail to re-engage a casual Employee because:

- a. the Employee or Employee's spouse is pregnant; or
- b. the Employee is or has been immediately absent on Parental Leave.

9.5.6 The rights of the City in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

9.5.7 Definitions

- a. For the purposes of this clause child means a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six (6) months or more.
- b. Subject to clause 9.5.7 (c) hereof, in this clause, spouse includes a de facto or former spouse.

- c. In relation to clause 9.5.7 hereof, spouse includes a de facto spouse but does not include a former spouse.

#### 9.5.8 Concurrent Leave

- a. After twelve (12) months continuous service, parents are entitled to a combined total of fifty-two (52) weeks unpaid Parental Leave on a shared basis in relation to the birth, adoption or surrogacy of their child. For the primary carer, Primary Carer's Leave may be taken and for a father or partner, Partner/Paternity Leave may be taken. Adoption and surrogacy Leave may be taken in the case of adoption or surrogacy.
- b. Subject to clause 9.5.9 (g) hereof, Parental Leave is available to only one (1) parent at a time, in a single unbroken period, except that both parents may simultaneously take:
  - i. for Primary Carer's and Partner/Paternity Leave, an unbroken period of up to one (1) week at the time of the birth of the child;
  - ii. for Adoption Leave, an unbroken period of up to three (3) weeks at the time of placement of the child.

#### 9.5.9 Primary Carer Leave

- a. An Employee seeking to take Parental Leave as the primary carer of the child must provide notice to the City in advance of the expected date of commencement of Primary Carer Leave. The notice requirements are:
  - i. of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant)—at least ten (10) weeks
  - ii. of the date on which the Employee proposes to commence Primary Carer's Leave and the period of leave to be taken—at least four (4) weeks.
- b. When the Employee gives notice under clause 9.5.9 (a) hereof the Employee must also provide a statutory declaration stating particulars of any period of Partner Leave sought or taken by the Employees spouse or partner and that for the period of Primary Carer's Leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- c. An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- d. Subject to clause 9.5.8 (a) hereof and unless agreed otherwise between the City and the Employee, an Employee may commence Primary Carer's Leave at any time within six (6) weeks immediately prior to the expected date of birth.
- e. Where an Employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six (6) weeks after the birth of the child, the City may require the employee to provide a medical certificate stating that they are fit to work on her normal duties.
- f. Paid Primary Carer's Leave  
Payment during Primary Carer Leave will be made available based on the following criteria:
  - i. Four (4) weeks paid leave after twelve (12) months continuous service by the Employee.
  - ii. Eight (8) weeks paid leave after two (2) years continuous service.
  - iii. Ten (10) weeks paid leave after three (3) years continuous service.

- iv. Twelve (12) weeks paid leave after four (4) years continuous service.

This leave will be paid and taken immediately prior to and/or following the actual or expected date of birth unless otherwise approved due to an exceptional circumstance.

g. Special Maternity Leave

- i. Where the pregnancy of an Employee not then on Primary Carer's Leave terminates after twenty eight (28) weeks other than by the birth of a living child, then the Employee may take unpaid Special Maternity Leave of such periods as a registered medical practitioner certifies as necessary.
- ii. Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid Personal Leave to which they are entitled in lieu of, or in addition to, Special Maternity Leave.
- iii. Where an Employee not then on Parental Leave suffers an illness related to the pregnancy, the Employee may take any paid Personal Leave to which they are then entitled and such further unpaid Special Maternity Leave as a registered medical practitioner certifies as necessary before their return to work. The aggregate of paid Personal Leave, Special Maternity Leave and Parental Leave, including parental leave taken by a spouse or partner, may not exceed fifty-two (52) weeks.

Where leave is granted under clause 9.5.9 (d) hereof, during the period of leave an Employee may return to work at any time, as agreed between the City and the Employee provided that time does not exceed four (4) weeks from the recommencement date desired by the Employee.

9.5.10 Variation of period of Parental Leave

Where an Employee takes leave under clause 9.5.8 (a) or 9.5.8 (b), unless otherwise agreed between the City and Employee, an Employee may apply to the City to change the period of Parental Leave on one (1) occasion. Any such change to be notified as soon as possible but no less than four (4) weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement in clause 9.5.11 or the right to request in clause 9.5.11.

9.5.11 Right to request

- a. An Employee entitled to Primary Carers Leave pursuant to the provisions of clause 9.5.9 may request the City to allow the Employee:
  - i. to extend the period of simultaneous unpaid Primary Carer Leave provided for in clauses 9.5.9 up to a maximum of eight (8) weeks;
  - ii. to extend the period of unpaid Primary Carer Leave provided for in clause 9.5.9 by a further continuous period of leave not exceeding twelve (12) months;
  - iii. to return from a period of Primary Carer Leave on a part-time basis until the child reaches school age;to assist the Employee in reconciling work and parental responsibilities.
- b. The City shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the City's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- c. The Employee's request and the City's decision shall be in writing. The Employee's request and the City's decision made under clause 9.5.11 must be recorded in writing.

#### 9.5.12 Request to return to work part-time

- a. Where an Employee wishes to make a request under clause 9.5.11, such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from Parental Leave.

#### 9.5.13 Transfer to a safe job

- a. Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will, if the City deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of Primary Carer Leave.
- b. If the transfer to a safe job is not practicable, the Employee may elect, or the City may require the Employee to commence Primary Carer's Leave for such period as is certified necessary by a registered medical practitioner.

#### 9.5.14 Returning to work after a period of Primary Carer's Leave

- a. An Employee will notify of their intention to return to work after a period of Primary Carer's Leave at least four (4) weeks prior to the expiration of the leave.
- b. An Employee will be entitled to the position which they held immediately before proceeding on Primary Carer Leave. In the case of an Employee transferred to a safe job pursuant to clause 9.5.13, the Employee will be entitled to return to the position they held immediately before such transfer.
- c. Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- d. An eligible casual resource who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on Primary Carer Leave.
- e. Where such a position is no longer available, but there are other positions available that the Employee is qualified for and is capable of performing, the City shall make all reasonable attempts to return the Employee to a position comparable in status and pay to that of the Employee's former position.

#### 9.5.15 Replacement Employees

A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on Primary Carer Leave. Before the City engages a replacement Employee the City must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

#### 9.5.16 Communication during Primary Carer's Leave

- a. Where an Employee is on Primary Carer's Leave and a definite decision has been made to introduce significant change at the workplace, the City shall take reasonable steps to:

- i. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing Primary Carer Leave; and
  - ii. provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing Primary Carer Leave.
- b. The Employee shall take reasonable steps to inform the City about any significant matter that will affect the Employee's decision regarding the duration of Primary Carer Leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- c. The Employee shall also notify the City of changes of address or other contact details which might affect the City's capacity to comply with clause 9.5.16.

#### 9.5.17 Partner/Paternity Leave (Secondary Carer)

- a. An Employee will provide to the City at least ten (10) weeks prior to each proposed period of Partner/Paternity Leave, with:
  - i. a certificate from a registered medical practitioner which names the Employee's partner, states that they are pregnant and the expected date of confinement, or states the date on which the birth took place; and
  - ii. written notification of the dates on which they propose to start and finish the period of Partner/Paternity Leave; and
  - iii. except in relation to leave taken simultaneously with the primary care giver under clause 9.5.8, a statutory declaration stating:
    - that they will take that period of Parental Leave to become the primary care-giver of a child
    - particulars of any period of Parental Leave sought or taken by the Employee's partner, and
    - that for the period of Partner/Paternity Leave the Employee will not engage in any conduct inconsistent with his contract of employment.
- b. The Employee will not be in breach of clause 9.5.8 (a) hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.
- c. Paid Partner Leave - Payment during Partner Leave of one (1) week's paid leave (not to be deducted from any other leave credit) will be made available to assist a spouse or partner of a newborn child to care for the family at the time of the birth of the child.

#### 9.5.18 Adoption Leave

- a. The Employee will notify the City at least ten (10) weeks in advance of the date of commencement of Adoption Leave and the period of leave to be taken. An Employee may commence Adoption Leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- b. Before commencing Adoption Leave, an Employee will provide the City with a statutory declaration stating:
  - i. the Employee is seeking Adoption Leave to become the primary care-giver of the child

- ii. particulars of any period of Adoption Leave sought or taken by the Employee's spouse, and
  - iii. that for the period of Adoption Leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- c. The City may require an Employee to provide confirmation from the appropriate government authority of the placement.
- d. Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the City immediately and the City will nominate a time not exceeding four (4) weeks from receipt of notification for the Employee's return to work.
- e. An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- f. An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the City should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two (2) days unpaid leave. Where paid leave is available to the Employee, the City may require the Employee to take such leave instead.

#### 9.5.19 Surrogacy Leave

Surrogacy Leave will be in accordance with the Act.

#### 9.5.20 Parental Leave and other entitlements

An Employee may in lieu of or in conjunction with Parental Leave, access any Annual Leave or Long Service Leave entitlements which they have accrued subject to the total amount of leave not exceeding fifty-two (52) weeks or a longer period as agreed under clause 9.5.11. Employees applying for Parental Leave may also apply to take double the period of Long Service Leave at half pay (e.g. spread twelve (12) weeks Long Service Leave over a period of twenty-four (24) with the employee receiving salary at the half pay rate). This is providing that the total period away from work does not exceed fifty-two (52) weeks). The election of such an option must be made prior to the commencement of Parental Leave.

### 9.6 Long Service Leave

9.6.1 Subject to clauses 9.6.6 and 9.6.7, the entitlement of an Employee to Long Service Leave on full pay pursuant to this Agreement shall be as follows:

- a. In the case of an Employee who has completed an initial period of ten (10) years continuous service, thirteen (13) weeks; however, an Employee who has completed an initial period of seven (7) years continuous service, a proportionate amount calculated on the basis of thirteen (13) weeks for ten (10) years' service.
- b. In the case of an Employee who has completed an initial period of seven (7) years but less than ten (10) years continuous service and who terminates that service, or who dies, or where the City terminates that service for any reason other than misconduct, a proportionate amount calculated on the basis of thirteen (13) weeks for ten (10) years' service.

- c. In the case of an Employee who has completed an initial or a subsequent period of ten (10) years' service and who continues that service until the Employee has completed a further period of ten (10) years' service, a further thirteen (13) weeks.
  - d. In the case of an Employee who continues in the service of the City after having completed an initial or a subsequent period of ten (10) years' service and whose employment is terminated for any reason, or who dies, before completion of a further period of ten (10) years' service, a proportionate further amount on the basis of thirteen (13) weeks for ten (10) years' service.
- 9.6.2 For the purpose of this Agreement 'continuous service' shall mean and include service with the City or with another Queensland Local Government Authority (excluding Brisbane City Council) which has been continuous except for:
- a. Absence from work on leave granted by a council including such absence through illness or injury on leave so granted, and any absence through illness or injury during the last five (5) years of the Employee's service shall be included in the period in respect of which Long Service Leave is computed.
  - b. The Employee having been dismissed or stood-down by the council, or the Employee having terminated service with the council by reason of illness or injury; provided that the Employee shall have been reemployed by that council or another council, and shall not have been engaged in any other calling whether on the Employee's own account or as an Employee subsequent to having been so dismissed or stood down or to having so terminated service, and before being so re-employed; and provided further that the period during which that Employee was absent by reason of such dismissal or standing down or termination of service shall not by reason only of clause 9.6.2 (a) be taken into account in calculating the period of service.
  - c. The Employee having been dismissed or stood down by the council or the Employee having terminated service with the council, provided that the Employee shall have been re-employed by that council or some other council within a period not exceeding three (3) months.
- 9.6.3 At the time of making this Agreement, the provisions of the *Local Government (Operations) Regulation 2010* apply in respect of the transfer of Long Service Leave entitlements between local government entities. The City agrees to apply the provisions of Division 4 of the Regulation ("Portability of Long Service Leave") for the life of the Agreement, regardless of whether the regulation remains in force.
- 9.6.4 The City will recognise service with Brisbane City Council (BCC) as service with the City for the purposes of accruing Long Service Leave, in the same way that the City recognises such service with other Queensland local governments. Note that where BCC has recognised service with bodies other than Queensland local governments, those entitlements are not transferable to the City.
- 9.6.5 Long Service Leave and accruals for Employees enlisted in the reserve forces will be in accordance with the Act.
- 9.6.6 In calculating an Employee's length of service for the purpose of this clause, any period of the prior service had by an Employee with a council in respect whereof the Employee has received Long Service Leave on full pay pursuant to an entitlement thereto under the provisions of an Agreement or Act in force prior to that date shall not be taken into account.
- 9.6.7 Calculating an Employee's length of service – Employees whose classifications are determined by the relevant Modern Award:



The entitlement to Long Service Leave on full pay for all Employees covered by the Queensland Local Government Industry (Stream B) and Stream (C) Award – State 2017, from 1 January 1994 will be accrued in accordance with this clause. Prior to 1 January 1994 these Employees' Long Service Leave entitlement is calculated on a pro rata basis whereby:

- a. Service prior to 11 May 1964 is calculated on the basis of thirteen (13) weeks for twenty (20) years' service.
- b. Service from 12 May 1964 to 31 December 1993 is calculated on the basis of thirteen (13) weeks for fifteen (15) years.
- c. And from 1 January 1994, is calculated on the basis of thirteen (13) weeks for ten (10) years' service.

Further, all Long Service Leave entitlements for as described above will also be accrued on a pro rata basis.

9.6.8 Calculating an Employee's length of service – Employees whose classifications are determined by the relevant Modern Award:

Subject to the provisions of clause 9.6.5, the method of calculating the amount of Long Service Leave due to an Employee pursuant to the provisions of this Agreement shall be as follows:

- a. Employees whose initial period of continuous service commenced on or after 11 May 1944 but prior to 11 May 1964 shall be entitled to Long Service Leave in respect of service prior to 11 May 1964 at the rate of 13/20ths of one (1) week for each year of service and in respect of service on or after 11 May, 1964 but prior to 1 January 1977 at the rate of 13/15ths of one week for each year of service. Provided that the rate of accrual of 13/15ths of one week for each year of service shall be applied only until the Employee's Long Service Leave entitlement pursuant to this subparagraph equals thirteen (13) weeks. Thereafter the rate of accrual shall be one and 3/10ths weeks for each year of service. Provided further that in respect of service on or after 1 January 1977, Employees accrue Long Service Leave at the rate of one and 3/10 weeks for each completed year of such service.
- b. Employees whose initial period of continuous service commenced on or after 11 May 1964 shall be entitled to Long Service Leave in respect of service on or after 11 May 1964 but prior to 1 January 1977 at the rate of 13/15ths of one (1) week for each year of service and in respect of service on or after 1 January 1977 at the rate of one (1) and 3/10ths weeks for each year of service.
- c. An Employee whose initial qualifying period of ten (10) years continuous service is completed on or after 1 January 1977 shall immediately after completion of such period become entitled to Long Service Leave, but the amount thereof shall be calculated in accordance with the provisions of 9.6.7.

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

- a. if the variation increases the rate payable under the said Agreement to an amount greater than the aforesaid excess rate, the Long Service Leave shall be paid for at that increased rate for any part of the period thereof in respect whereof the increased rate if the minimum rate of payment under this Agreement, or
- b. if the variation decreases the rate payable under this Agreement, the Long Service Leave may be paid for at the aforesaid excess rate less the whole or any portion of the decrease for any part of the period thereof in respect whereof the amount of the decreased rate is the minimum rate of payment under this Agreement.

9.6.10 The council with which the Employee is employed at the time Long Service Leave entitlement is claimed shall be liable as between itself and such Employee to pay the whole of the amount to which such Employee is entitled as payment for Long Service Leave. Provided that once an Employee becomes eligible for pro rata Long Service Leave each council with which the Employee had previously been employed during the qualifying period for Long Service Leave shall contribute to such entitlement in the proportion which the Employee's period of service with it bears to the qualifying service at the ordinary rate of pay which the Employee was receiving on the cessation of employment with such contributing council. Provided further that once such contribution is made and the Employee concerned is employed by yet another council the aforesaid employing council shall be liable between it and the new employing council for all Long Service Leave contributions that had been forwarded to it and which had accrued during the aforesaid period of employment.

9.6.11 The council and the Employee concerned may agree upon the times and the manner in which the Employee shall be paid for Long Service Leave. Provided that if an Employee who is entitled to any amount of Long Service Leave dies before taking that amount of Long Service Leave; or after commencing but before completing the taking of that amount of Long Service Leave, the City shall pay to that Employee's personal representative a sum equal to payment as prescribed above in clauses 9.6.6 and 9.6.7, for the period of the amount of Long Service Leave not taken or, as the case may be, the taking of which has not been completed by that Employee.

#### **Minimum period**

9.6.12 The minimum period of Long Service Leave that may be taken at any one time is one (1) calendar week except in the following situations:

- a. Where an Employee is recalled from Long Service Leave for business reasons.
- b. Where an Employee becomes ill and is granted Personal Leave in accordance with clause 9.2.5(b).

### **Extension of Long Service Leave on a half-pay basis**

9.6.13 An Employee may request and the City may agree to extend the amount of Long Service Leave for which the Employee qualifies by the Employee taking the leave on half pay for the following purposes:

- a. Family responsibilities.
- b. Study.
- c. Other special circumstances.

9.6.14 Granting of the leave is subject to operational convenience however requests for leave should not be unreasonably refused. A decision on the approval (or non-approval) will be provided to the Employee within one (1) month of the application being made. The application of standard conditions to half pay Long Service Leave as follows:

- a. Leave accrual – the period of the leave will be recognised as normal full time or part time service applying to the Employee at the time of taking the leave i.e. accrual of sick leave, recreation and Long Service Leave will remain at the full time rate for the period of half pay Long Service Leave for Employees working full time and at the relevant proportional rate for Employees working part-time.
- b. Leave debit – periods of half pay Long Service Leave will be debited on a full-time equivalent basis e.g. half-pay Long Service Leave for a period of eight (8) weeks will attract a debit of four (4) weeks from full pay credits.

9.6.15 Payment of higher duties

Where an Employee was performing the higher duties of an established position immediately prior to the commencement of Long Service Leave the Employee will be entitled to the Long Service Leave at the higher rate.

## **9.7 Bereavement and Compassionate Leave**

The provisions of this clause apply to full-time and regular part-time Employees (on a pro rata basis) but do not apply to casual Employees. Eligible casual employees will be entitled to unpaid Bereavement Leave in accordance with the Act.

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

9.7.1 Paid leave entitlement

- a. Death in Australia

A full-time Employee is entitled to up to three (3) days Bereavement Leave on each occasion and on production of satisfactory evidence (if required by the City) of the death in Australia of either a member of the Employee's immediate family or household.

- b. Death outside Australia

A full-time Employee is entitled to up to three (3) days Bereavement Leave on each occasion, and on production of satisfactory evidence (if required by the City) of the death outside Australia of either a member of the Employee's immediate family or household, where the Employee travels outside Australia to attend the funeral.

- c. Part-time Employees

A part-time Employee is entitled to up to three (3) days Bereavement Leave without loss of pay, up to a maximum of twenty-four (24) hours on the same basis as prescribed for full-time Employees in clauses 9.7.1 (a) and 9.7.1(b) except that leave is only available where a part-time Employee would normally work on any or all of the three (3) working days following the death.

d. Unpaid Bereavement Leave

Where an Employee has exhausted all Bereavement Leave entitlements, including accumulated leave entitlements, the Employee is entitled to take unpaid Bereavement Leave. The City and the Employee should agree on the length of the unpaid leave. In the absence of Agreement, a full-time Employee is entitled to take up to two (2) days unpaid leave, provided the requirements of 9.7.1 (a) and 9.7.1(b) hereof are met, and a part-time Employee is entitled to take up to two (2) days unpaid leave, to a maximum of two (2) days, provided the requirements of 9.7.1 (a) hereof are met.

In the event of a casual Employee seeking to take unpaid Bereavement Leave, the City and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to forty-eight (48) hours (i.e. two (2) days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.

e. Compassionate Leave

Compassionate Leave will be in accordance with the provisions contained within the Act.

## **9.8 Jury service**

- 9.8.1 An Employee, other than a casual Employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the City an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the Employee would have been paid if the Employee was not absent on jury service.
- 9.8.2 Alternatively, by agreement, fees (other than meal allowance) received by the Employee to attend jury service will be paid to the City and the City will continue to pay the Employee their ordinary pay for the time the Employee was absent on jury service.
- 9.8.3 Employees shall notify the City as soon as practicable of the date upon which they are required to attend for jury service and shall provide the City with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- 9.8.4 If the Employee is not required to serve on a jury for a day or part of a day after attending for jury service and the Employee would ordinarily be working for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity.
- 9.8.5 'Ordinary pay' means the rate of pay that an Employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any 'over-Agreement' payments. 'Ordinary pay' excludes overtime, penalty rates of all types – including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

## **9.9 Military Leave**

Paid leave will be available to ongoing Employees of the City who are required to serve in the Defence Force Reserves of up to four (4) weeks in any one (1) year (not to be deducted from any other leave credit). To make clear the intent of this clause, the Employee will receive paid leave from the City of up to four (4) weeks (in any one (1) year) when required for service by the Defence Force Reserves, without any requirement for reimbursement to the City in respect of payments received by the Employee from the Defence Force for undertaking that military service.

## **9.10 Pupil free days**

In recognition of the demands on Employees with children, the City will extend the capacity for those Employees to care for their children who are school students, when the schools those children attend have 'pupil free' day during the school term period only as follows:

- a. Prior to approval of the leave, the supervisor and Employee will explore the option of changing the Employee's RDO; if this is not possible due to operational requirements or the Employee's personal circumstances, then the leave can be granted;
- b. Up to two (2) days per calendar year (paid in accordance with available Personal Leave credits) will be available for Employees to care for their children when the school they attend has pupil-free days which are scheduled during the school term period only;
- c. At least one (1) week notice of the need for this leave will be required;
- d. The leave will be deducted from Personal Leave credits; however the leave will be recorded separately (i.e. not to form part of sick leave monitoring statistics) to track the amount taken.

## **9.11 Special Leave**

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

- a. natural disasters (where a staff member is prevented from traveling to and/or from their usual place of residence and/or place of work to attend duty or has to leave work as a result of floods, severe storms, bushfires or the like);
- b. sporting/cultural activities (where an Employee is selected to represent their State or Australia in any elite top tier sporting competition. An Elite Top Tier Athlete is defined as someone who is competing at a state or national level in a sport that is governed by a body nationally registered in Australia.
- c. Aboriginal/Islander cultural leave (where an Employee of Aboriginal or Torres Strait Islander descent is required by tradition or custom to attend an Aboriginal or Torres Strait Islander ceremony); or
- d. any other exceptional circumstance as approved by the Chief Executive Officer

## **9.12 Mid-career break**

- 9.12.1 The City is committed to assisting its long serving loyal Employees. An Employee with seven (7) years or more unbroken employment with the City, may apply for a mid-career break, for the purposes of family, study, travel etc.

- 9.12.2 Each claim for a mid-career break shall be considered on its merits, and subject to operational requirements being met, approval should not be unreasonably withheld. Unless otherwise authorised by the Director, Annual Leave and Long Service Leave credits must be exhausted prior to a mid-career break.
- 9.12.3 Where a mid-career break is approved, the terms of the break should be in writing, stating the length of the break and agreed return date and must guarantee the Employee's substantive appointment and all existing remuneration and employment benefits upon return. Where such position no longer exists but there are other positions available for which the Employee is qualified and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 9.12.4 Any Employee on an approved mid-career break shall not accrue any leave entitlements whilst absent, however any mid-career break will not constitute a break in employment.
- 9.12.5 Unless specifically authorised by the City in advance, the Employee will not be entitled to undertake alternative employment during the period of leave.

### **9.13 Public holidays**

- 9.13.1 All work done by an Employee, on 1 January (New Year's Day) 26 January (Australia Day) Good Friday, Easter Saturday, Easter Sunday, Easter Monday, 25 April (Anzac Day), the birthday of the Sovereign, 25 December (Christmas Day), and Boxing Day, or any day appointed under the *Holidays Act 1983 (Qld)* to be observed as a holiday in place of any such holidays in the State of Queensland, shall be paid for at the rate of double time and a half – with a minimum payment as for four (4) hours at that rate.

Provided that all work performed by an Employee, on 1 May (Labour Day) or any day appointed under the *Holidays Act 1983 (Qld)* to be observed as a holiday in place of that holiday, shall be paid for at the rate of double time and a half with a minimum payment as for four (4) hours at that rate. For the purposes of this part of this clause double time and a half shall mean time and a half in addition to the Employee's weekly, fortnightly or monthly salary, if the work is performed during the ordinary working hours relevant to the position for the day of the week on which the holiday falls, or double time and a half in addition to the Employee's weekly, fortnightly or monthly salary if the work is performed outside such ordinary working hours.

- 9.13.2 All work done by an Employee, in a district specified from time to time by the Governor in Council by Order in City published in the Queensland Government Industrial Gazette on the day appointed under the *Holidays Act 1983 (Qld)* to be observed as a holiday in relation to the annual agricultural, horticultural and/or industrial show held at the principal city or town, as specified in such Order in Council of such district (or at the discretion of the City, two (2) half days in lieu thereof) shall be paid for at the rate of double time and a half.

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

- 9.13.3 No Employee shall be entitled to receive or be paid for more than one (1) Show Day holiday in each calendar year.

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

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

9.13.6 All time worked by a casual Employee on any of the Public Holidays mentioned in clause 9.13.1 above, shall be paid for at the appropriate hourly rate plus 150% with a minimum payment as for four (4) hours work.

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

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

- a. A full-time Employee shall be entitled to either payment for each public holiday or a substituted day's leave.
- b. A part-time Employee shall be entitled to either payment for each public holiday or a substituted day's leave provided that the part-time Employee would have been ordinarily rostered to work on that day had it not been a public holiday.
- c. Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all Employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day shall be entitled to payment for the public holiday or a substituted day's leave.
- d. Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an Employee required to work on Christmas Day (i.e. 25 December) shall be paid at the rate of double time if it is a Saturday and double time and a-half if it is a Sunday.
- e. Nothing in this clause confers a right to any Employee to payment for a public holiday as well as a substituted day in lieu.

## **9.14 Leave Arrangements**

9.14.1 Leave during peak periods

- a. The Parties acknowledge that there are certain periods during the year which place elevated demands on the City in terms of ensuring service delivery. These demands may vary across the City. Examples may be certain events, such as GC600, or Schoolies' Week, or peak seasons such as Christmas holidays.
- b. The Parties agree that to deal with these peak periods, the City will:
  - i. identify the peak periods as much as is possible

- ii. consult with Employees about the demands those peak periods will make in terms of service delivery, and
  - iii. compile a calendar which details those peak periods to produce a leave schedule acceptable to the Parties.
- c. In recognition of the extra demands of these peak periods, Annual Leave will be restricted, or if need be, not be available at all during these times. Applications for leave due to extenuating circumstances will be considered on their merits.
- d. The City agrees that the duration of the peak periods will be kept to the minimum required to ensure service delivery, so that the times where staff are not able to take Annual Leave and Long Service Leave, are no longer than is necessary.

#### 9.14.2 Cashing out stand-by Leave

- a. Stand-by Leave is accrued under the provisions of the “on-call allowance” of this Agreement. It accrues when Employees in receipt of ‘on-call’ allowance are required to hold themselves available for work during a public holiday.
- b. Employees may apply for payment in lieu of taking Stand-by Leave. Approval will be at the City’s discretion, and subject to the following:
  - i. Only one (1) application per annum per Employee, will be considered;
  - ii. Approval for cashing out will be subject to budget considerations;
  - iii. Consideration and approval by the CEO or delegate (if applicable);
  - iv. Following the payment, the Employee’s Stand-by Leave credit will be reduced by the amount “cashed out”.

## 10 COMMUNICATION, CONSULTATION AND CHANGE

### 10.1 Notification of Change

#### 10.1.1 This clause applies where —

- (a) the City is recommending to the decision maker the introduction of major changes in production, program, organisation, structure, or technology ; and
- (b) the change is likely to have ‘significant effects’ on relevant employees.

- (i) ‘Significant effects’ includes termination of employment; major changes in the composition, operation or size of the City’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.

#### 10.1.2 Where this Agreement or the Modern Award/s mentioned in clause 1.2 makes provision for alteration of any of the matters referred to in clauses 10.1.1 an alteration shall be deemed not to have significant effect.

#### *The City’s duty to notify*

#### 10.1.3 The City shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.



*The City's duty to consult over proposed change*

- 10.1.4 The City shall consult the employees affected and, where relevant, their union/s about the introduction of the changes referred to in clause 10.1.1 here of, the effects the changes are likely to have on employees and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- 10.1.5 The consultation must occur as soon as practicable after making the recommendation referred to in clause 10.1.1. and before making a decision likely to be of particular significance to the employees in accordance with the Act
- 10.1.6 For the purpose of such consultation the City shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees. The information provided will include where relevant:
- a. The reasons for and nature of the proposed changes, and
  - b. The number of employees affected, location, position titles and classification level of affected positions, and
  - c. The structures / organisational charts of pre and post proposed organisational changes.
- 10.1.7 Notwithstanding the provision of clause 10.1.6 the City shall not be required to disclose confidential information, the disclosure of which would be adverse to the City's interests.

**10.2 Consultative committees**

- 10.2.1 There shall be a Joint Consultative Committee (JCC) established for the purpose of Employee consultation. The JCC meets regularly (at least once every two (2) months) to:
- a. Monitor the implementation of this Agreement.
  - b. Advise on matters relating to improving the efficiency, productivity and competitiveness of the enterprise.
  - c. Act as a mechanism for review of contingent labour engagements.
- 10.2.2 The JCC comprises of nominees from the City and relevant Union representatives (officials and workplace delegates) as nominated by their respective union.
- 10.2.3 The City supports the successful operation of the JCC, and commits to providing a minutes secretary, as well as;
- a. releasing relevant Employees to reasonably participate in normal working time, and
  - b. allowing those Employees access to sufficient resources for example, word processing, photocopying, postal system and telephone, storage facilities, email, notice boards and meeting rooms to allow meaningful involvement in the functioning of the committees.
- 10.2.4 The JCC will monitor the progress of the Agreement and take action required to achieve its objectives, including workplace reform. Issues of strategy and policy, as well as resolving any problems experienced in achieving objectives of this Agreement will also be monitored as part of this forum.

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

10.2.6 The primary role of the DCCs is to:

- a. Monitor progress towards achievement of the objectives of this Agreement.
- b. Ensure all Employees are properly consulted through effective mechanisms.
- c. Facilitate two-way communication, both downwards from management and upwards from the workplace.
- d. Encourage cooperative, participative workplace practices implemented as part of this Agreement.
- e. Report to and liaise with the JCC.

### **10.3 Positive Employee Relations**

10.3.1 The Parties have entered into this Agreement with a focus of making the City a thriving organisation and are committed to the practice of positive employment relations.

10.3.2 The Parties acknowledge that effective communication and relationships between Employees, Unions, and the City is a prerequisite to ensuring good industrial relations and the maintenance of efficient and sound industrial relationships.

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

10.3.4 Workplace delegates make an important contribution to the success of the City, and the City acknowledges the constructive role democratically elected workplace delegates undertake in the workplace in relation to conducting industrial and union activities that support and assist members. The role of workplace delegates will be recognised, accepted and supported by the City.

10.3.5 Workplace delegates will be given reasonable access to City Employees during working hours, without loss of pay to discuss any employment matter, seek union advice and/or union representation and to provide advocacy and representation to management on their behalf. When conducting union/industrial activities, workplace delegates must take all reasonable measures to ensure that service delivery and work requirements are not unduly affected.

10.3.6 Workplace delegates will be provided reasonable access to the City's facilities for the purpose of undertaking representative activities on behalf of members and staff eligible to be members. Such facilities include: telephones, computers, email, intranet, photocopiers, facsimile machines, storage facilities, meeting rooms, intranet and/or notice boards. The use of these facilities by workplace delegates is permitted however should not unduly affect the efficient operations of the City.

10.3.7 Subject to the relevant Employee's approval and privacy considerations, authorised Union Officials may request access to personnel information and documents related to a member they may be representing. Such a request will be in accordance with the Act.

10.3.8 Workplace delegates will, upon application in writing to the City and subject to operational convenience, be granted up to five (5) days per calendar year paid leave to attend union workshops, courses, seminars and/or conferences. Approval will not be unreasonably withheld

10.3.9 Subject to the provisions above, workplace delegates will be afforded the following rights:

- a. The right to be treated fairly and to perform their role as union representative without any discrimination in their employment.
- b. The right to formal recognition by the City that endorsed union employee representatives speak on behalf of Union Members in the workplace.
- c. The right to bargain collectively on behalf of those they represent.
- d. The right to consultation and access to reasonable information about the workplace and the business.
- e. The right to paid time to represent the interests of members to the City.
- f. The right to place union information on a bulletin board in a prominent location in the workplace (or electronic equivalent).

#### **10.4 Local area Agreements**

10.4.1 Local Area Agreements (LAA's) are agreements reached between the relevant Unions, employees and the City to address specific issues relating to a group or category of employees. The current LAA's applicable in the City are contained in the Appendix to this Agreement.

10.4.2 During the life of this agreement, the parties commit to review all current LAA'S contained in the Appendix to this Agreement with a view to:

- removing redundant clauses and duplicate provisions;
- ensuring each LAA is reflective of operational requirements; and
- ensuring each LAA is delivering for employees, the city and the community.

10.4.3 Any changes to current LAA's under this sub clause will be implemented upon the agreement of the City and the relevant unions. Agreement to changes proposed which meet the criteria listed above will not be unreasonable withheld.

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

10.4.5 Where any relevant party proposes the implementation of a new LAA, or a change to an existing LAA, then the following process and steps for the development and negotiation of the LAA are to be followed.

1. If the Parties agree that a new LAA is required or an existing LAA be changed, consultation with the relevant union will occur in regard to the process and content of such agreements.
2. Development of the new LAA or a change to an existing LAA will involve the City, employees to be proposed to be covered by the proposed LAA and relevant union/s.

3. Where either party proposes a new LAA or a change to an existing LAA the majority (67per cent) of employees proposed to be covered by the introduction or change to a LAA must agree to a new LAA or a change to an existing LAA.
4. The LAA will be in writing and will be subject to the agreement between the City and the relevant union(s), and signed by the city and branch/state secretary of the relevant union(s).
5. The scope of areas covered by the LAA may include all or part of the unit, section or team members as determined by the parties, but a LAA shall not be made in respect solely of an individual employee.
6. The content of the LAA may be extensive and will examine all areas of employment conditions which may be considered relevant to the improved and continuous efficiency and effectiveness of the workplace.
7. Where local initiatives have implications for other unit/s, employee representatives from the City's management will be invited to participate in the discussions. Where local initiatives seek to alter the relevant Modern Award or this Agreement, the LAA will specify the clauses of the relevant Modern Award and/or this Agreement to be overridden as a consequence of the operation of the LAA. The LAA will specify which Modern Award or Agreement clause is replaced and articulate how the employee is not worse off.
8. The establishment of LAA's:
  - A) is not to result in a diminution in customer or client service;
  - B) should constitute value for money;
  - C) will be the subject of both a business case and cost benefit analysis prior to approval by the chief executive officer.

Any dispute relating to a proposed LAA or the operation of an existing LAA will be managed in accordance with the dispute resolution procedure.

## **10.5 City Services Commitment**

- 10.5.1 The Parties to this Agreement recognise that the operational requirements for the delivery of services to the community are constantly changing and evolving. It is acknowledged that the City and its employees need to meet community expectations for service delivery in a responsive, efficient and effective manner. The Parties will work constructively together to achieve this outcome which would include consideration of work arrangements, including hours of work and rostering.
- 10.5.2 It is agreed that at any time during the life of this Agreement any Party may propose to establish and implement a City Services Agreement. The Parties commit to give genuine consideration to any proposals and work positively to establish City Services Agreements which meet community expectations.
- 10.5.3 The City Services Agreement will recognise the operational requirements of the City and provide for efficient delivery of services to the community.
- 10.5.4 A City Services Agreement will be developed in full consultation with employees who are proposed to be covered by the agreement and the relevant unions in accordance with the process outlined in the LAA clause contained elsewhere in this Agreement.

## **10.6 Policy consultation**

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

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

*Policy Change Consultation Process*

- 10.6.3 Following a decision by management, proposals for changes or termination of existing policies or implementation of new policies will include:
- a. Communication to affected Unions and Employees on the suggested changes to be made to a policy through provision of information to the Joint Consultative Committee. The City will provide policy documentation to the unions at least seven (7) days prior to the scheduled meeting date.
  - b. Explanation on the need for changing a policy or introducing a new policy.
  - c. Provide the likely impacts of changes to a policy or introduction of a new policy.
  - d. Outline the desired outcomes from changing a policy or introducing a new policy (if available).
  - e. If available, information and data to be provided to Employees and unions relating to the changed policy or new policy.
  - f. Consultation to occur with relevant Employees and unions to identify and investigate issues arising from the changed policy or new policy.
  - g. Provide feedback on outcomes of consultation to Employees and unions through the Joint Consultative Committee.
  - h. Assess if there is an opportunity to trial the changed policy or new policy.
  - i. Timeframe for implementing changed or new policy.
- 10.6.4 The above process and information will be provided to the Joint Consultative Committee in the first instance and prior to any implementation of a proposed policy change, termination of an existing policy or proposed new policy.
- 10.6.5 The union and its members will have twenty eight (28) days to respond to the proposals to change, terminate or introduce a new policy.
- 10.6.6 After full participation in the above consultation process, the Union/s reserve their right to invoke the Dispute Resolution Procedure contained at Clause 2 of this Agreement.

**10.7 Toolbox meetings**

The City recognises the importance of holding regular workgroup (“toolbox”) meetings for the field workforce in providing an opportunity to communicate on issues of importance to the workgroup, including providing advice and information on work health and safety matters.

## **11 LEARNING AND DEVELOPMENT**

All training and conference leave will be in accordance with the City's Learning and Development Policy and the relevant Modern Award. For the avoidance of doubt, the Learning and Development Policy is not incorporated into or form any part of this Agreement.

## **SCHEDULE 1 SIGNATORIES TO THIS AGREEMENT**

Signed for and behalf of The Queensland  
Services Industrial Union of Employees .....

Print Name Neil Henderson

In the presence of .....

Print Name Michelle Robertson

Date 16/09/19

Signed for and behalf of the Council of the  
City of Gold Coast .....

Print Name Joe McCabe

In the presence of .....

Print Name Kaye Lorette Arnold

Date 12/09/2019

Signatories to this Agreement

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

.....

Print Name

Adam Kerslake

In the presence of

.....

Print Name

Rachel Limphs

Date

16/09/2019

Signed for and behalf of the Council of the  
City of Gold Coast

.....

Print Name

Joe McCabe

In the presence of

.....

Print Name

Kaye Lorette Arnold

Date

12/09/2019



Signatories to this Agreement

Signed for and behalf of The Australian  
Workers Union of Employees, Queensland .....

Print Name Stephen Baker

In the presence of .....

Print Name Samantha Stokes

Date 16/09/2019

Signed for and behalf of the Council of the  
City of Gold Coast .....

Print Name Joe McCabe

In the presence of .....

Print Name Kaye Lorette Arnold

Date 12/09/2019

Signatories to this Agreement

Signed for and behalf of The Construction,  
Forestry, Mining & Energy, Industrial Union  
of Employees, Queensland

.....

Print Name

Jade Ingham

In the presence of

.....

Print Name

Elizabeth Frankow

Date

16/09/2019

Signed for and behalf of the Council of the  
City of Gold Coast

.....

Print Name

Joe McCabe

In the presence of

.....

Print Name

Kaye Lorette Arnold

Date

12/09/2019

Signatories to this Agreement

Signed for and behalf of The Automotive,  
Metals, Engineering Printing & Kindred  
Industries Industrial Union of Employees,  
Queensland

.....

Print Name

Ann-Marie Allan

In the presence of

.....

Print Name

Elizabeth Barlow

Date

16/09/2019

Signed for and behalf of the Council of the  
City of Gold Coast

.....

Print Name

Joe McCabe

In the presence of

.....

Print Name

Kaye Lorette Arnold

Date

12/09/2019

Signatories to this Agreement

Signed for and behalf of The Transport  
Workers Union of Australia Union of  
Employees (Queensland Branch)

.....

Print Name

Peter Biagini

In the presence of

.....

Print Name

M Cerrato

Date

16/09/2019

Signed for and behalf of the Council of the  
City of Gold Coast

.....

Print Name

Joe McCabe

In the presence of

.....

Print Name

Kaye Lorette Arnold

Date

12/09/2019

Signatories to this Agreement

Signed for and behalf of Plumbers and  
Gasfitters Employees Union Queensland,  
Union of Employees

.....

Print Name

Gary O'Halloran

In the presence of

.....

Print Name

Shari Charrington

Date

17/09/19

Signed for and behalf of the Council of the  
City of Gold Coast

.....

Print Name

Joe McCabe

In the presence of

.....

Print Name

Kaye Lorette Arnold

Date

12/09/2019

Signatories to this Agreement

Signed for and behalf of The Electrical Trades .....  
Union of Employees Queensland

Print Name .....

In the presence of .....

Print Name .....

Date .....

Signed for and behalf of the Council of the .....  
City of Gold Coast

Print Name .....

In the presence of .....

Print Name .....

Date .....

## SCHEDULE 2 – WAGE CLASSIFICATIONS AND SALARIES

Rates effective in accordance with clause 8.4

Administrative, clerical, technical, professional, community service, supervisory and managerial Services - Stream A, Division 2, Section 1 -9 Day Fortnight			
Classification	Year 1	Year 2	Year 3
	Annual Salary	Annual Salary	Annual Salary
Jnr Un 17 55%	\$ 28,294.05	\$ 28,944.81	\$ 29,625.01
Jnr 17 yrs 60%	\$ 30,866.23	\$ 31,576.15	\$ 32,318.19
Jnr 18 yrs 70%	\$ 36,010.60	\$ 36,838.85	\$ 37,704.56
Jnr 19 yrs 80%	\$ 41,154.97	\$ 42,101.54	\$ 43,090.93
Jnr 20 yrs 90%	\$ 46,299.35	\$ 47,364.23	\$ 48,477.29
Level 1 Step 1	\$ 51,443.72	\$ 52,626.92	\$ 53,863.66
Level 1 Step 2	\$ 52,066.18	\$ 53,263.71	\$ 54,515.40
Level 1 Step 3	\$ 52,946.65	\$ 54,164.42	\$ 55,437.28
Level 1 Step 4	\$ 53,917.05	\$ 55,157.15	\$ 56,453.34
Level 1 Step 5	\$ 54,909.56	\$ 56,172.48	\$ 57,492.53
Level 1 Step 6	\$ 55,931.23	\$ 57,217.65	\$ 58,562.26
Level 2 Step 1	\$ 57,007.21	\$ 58,318.37	\$ 59,688.86
Level 2 Step 2	\$ 58,131.82	\$ 59,468.85	\$ 60,866.37
Level 2 Step 3	\$ 59,339.72	\$ 60,704.54	\$ 62,131.09
Level 2 Step 4	\$ 60,664.31	\$ 62,059.58	\$ 63,517.99
Level 3 Step 1	\$ 62,042.97	\$ 63,469.96	\$ 64,961.51
Level 3 Step 2	\$ 63,472.65	\$ 64,932.53	\$ 66,458.44
Level 3 Step 3	\$ 64,951.08	\$ 66,444.95	\$ 68,006.41
Level 3 Step 4	\$ 66,471.19	\$ 68,000.03	\$ 69,598.03
Level 4 Step 1	\$ 68,006.42	\$ 69,570.56	\$ 71,205.47
Level 4 Step 2	\$ 69,543.54	\$ 71,143.04	\$ 72,814.90
Level 4 Step 3	\$ 71,080.67	\$ 72,715.52	\$ 74,424.34
Level 4 Step 4	\$ 72,617.82	\$ 74,288.03	\$ 76,033.79
Level 5 Step 1	\$ 74,152.96	\$ 75,858.48	\$ 77,641.15
Level 5 Step 2	\$ 75,690.14	\$ 77,431.02	\$ 79,250.65
Level 5 Step 3	\$ 77,227.30	\$ 79,003.53	\$ 80,860.11
Level 6 Step 1	\$ 79,787.86	\$ 81,622.99	\$ 83,541.13
Level 6 Step 2	\$ 82,348.49	\$ 84,242.51	\$ 86,222.21
Level 6 Step 3	\$ 84,910.99	\$ 86,863.94	\$ 88,905.25
Level 7 Step 1	\$ 87,471.61	\$ 89,483.45	\$ 91,586.31
Level 7 Step 2	\$ 90,032.21	\$ 92,102.95	\$ 94,267.37
Level 7 Step 3	\$ 92,592.79	\$ 94,722.43	\$ 96,948.41
Level 8 Step 1	\$ 95,667.09	\$ 97,867.43	\$ 100,167.31
Level 8 Step 2	\$ 98,739.39	\$ 101,010.39	\$ 103,384.14
Level 8 Step 3	\$ 101,839.69	\$ 104,182.00	\$ 106,630.28
Level 8 Step 4	\$ 104,826.02	\$ 107,237.02	\$ 109,757.09
Level 8 Step 5	\$ 107,810.38	\$ 110,290.02	\$ 112,881.84

**Administrative, clerical, technical, professional, community service,  
supervisory and managerial Services - Stream A, Division 2, Section 1  
10 Day Fortnight**

Classification	Year 1	Year 2	Year 3
	Annual Salary	Annual Salary	Annual Salary
Level 1 Step 1	\$ 58,645.84	\$ 59,994.69	\$ 61,404.57
Level 1 Step 2	\$ 59,355.45	\$ 60,720.62	\$ 62,147.56
Level 1 Step 3	\$ 60,359.18	\$ 61,747.44	\$ 63,198.50
Level 1 Step 4	\$ 61,465.44	\$ 62,879.15	\$ 64,356.81
Level 1 Step 5	\$ 62,596.89	\$ 64,036.62	\$ 65,541.48
Level 1 Step 6	\$ 63,761.60	\$ 65,228.12	\$ 66,760.98
Level 2 Step 1	\$ 64,988.22	\$ 66,482.95	\$ 68,045.30
Level 2 Step 2	\$ 66,270.27	\$ 67,794.49	\$ 69,387.66
Level 2 Step 3	\$ 67,647.29	\$ 69,203.17	\$ 70,829.45
Level 2 Step 4	\$ 69,157.31	\$ 70,747.93	\$ 72,410.50
Level 3 Step 1	\$ 70,728.99	\$ 72,355.76	\$ 74,056.12
Level 3 Step 2	\$ 72,358.83	\$ 74,023.08	\$ 75,762.62
Level 3 Step 3	\$ 74,044.23	\$ 75,747.25	\$ 77,527.31
Level 3 Step 4	\$ 75,777.16	\$ 77,520.04	\$ 79,341.76
Level 4 Step 1	\$ 77,527.32	\$ 79,310.44	\$ 81,174.24
Level 4 Step 2	\$ 79,279.63	\$ 81,103.06	\$ 83,008.98
Level 4 Step 3	\$ 81,031.96	\$ 82,895.70	\$ 84,843.75
Level 4 Step 4	\$ 82,784.31	\$ 84,688.35	\$ 86,678.52
Level 5 Step 1	\$ 84,534.37	\$ 86,478.66	\$ 88,510.91
Level 5 Step 2	\$ 86,286.76	\$ 88,271.36	\$ 90,345.74
Level 5 Step 3	\$ 88,039.13	\$ 90,064.03	\$ 92,180.53
Level 6 Step 1	\$ 90,958.17	\$ 93,050.20	\$ 95,236.88
Level 6 Step 2	\$ 93,877.28	\$ 96,036.46	\$ 98,293.32
Level 6 Step 3	\$ 96,798.53	\$ 99,024.90	\$ 101,351.98
Level 7 Step 1	\$ 99,717.63	\$ 102,011.14	\$ 104,408.40
Level 7 Step 2	\$ 102,636.72	\$ 104,997.36	\$ 107,464.80
Level 7 Step 3	\$ 105,555.79	\$ 107,983.57	\$ 110,521.18
Level 8 Step 1	\$ 109,060.48	\$ 111,568.87	\$ 114,190.74
Level 8 Step 2	\$ 112,562.90	\$ 115,151.85	\$ 117,857.92
Level 8 Step 3	\$ 116,097.24	\$ 118,767.48	\$ 121,558.51
Level 8 Step 4	\$ 119,501.67	\$ 122,250.20	\$ 125,123.08
Level 8 Step 5	\$ 122,903.84	\$ 125,730.62	\$ 128,685.29



Building Trades Services - Stream C, Division 2, Section 1			
Classification	Year 1	Year 2	Year 3
	Weekly Wage Rate	Weekly Wage Rate	Weekly Wage Rate
Tradesperson Labourer	\$ 961.50	\$ 983.62	\$ 1,006.73
Building Tradesperson Level 1 (BT1)	\$ 1,016.34	\$ 1,039.72	\$ 1,064.15
Building Tradesperson Level 2 (BT2)	\$ 1,048.82	\$ 1,072.95	\$ 1,098.16
Building Tradesperson Level 3 (BT3)	\$ 1,092.84	\$ 1,117.97	\$ 1,144.25

Engineering and Electrical/Electronic Services - Stream C, Division 2, Section 2			
Classification	Year 1	Year 2	Year 3
	Weekly Wage Rate	Weekly Wage Rate	Weekly Wage Rate
C11	\$ 977.76	\$ 1,000.24	\$ 1,023.75
C10	\$ 1,016.34	\$ 1,039.72	\$ 1,064.15
C9	\$ 1,042.72	\$ 1,066.70	\$ 1,091.77
C8	\$ 1,070.00	\$ 1,094.61	\$ 1,120.33
C7	\$ 1,098.82	\$ 1,124.09	\$ 1,150.51
C6	\$ 1,199.65	\$ 1,227.24	\$ 1,256.08

Health, Sports and Fitness Services - Stream B, Division 2, Section 3			
Classification	Year 1	Year 2	Year 3
	Weekly Wage Rate	Weekly Wage Rate	Weekly Wage Rate
Support Staff L1	\$ 937.56	\$ 959.12	\$ 981.66
Support Staff L2	\$ 937.56	\$ 959.12	\$ 981.66
Fitness Instructor L1	\$ 937.56	\$ 959.12	\$ 981.66
Fitness Instructor L2	\$ 937.56	\$ 959.12	\$ 981.66
Fitness Instructor L3	\$ 953.00	\$ 974.91	\$ 997.82
Fitness Trainer L4	\$ 965.61	\$ 987.82	\$ 1,011.03
Fitness Trainer/ Therapist L5	\$ 1,016.34	\$ 1,039.72	\$ 1,064.15
Fitness Therapist L6	\$ 1,042.72	\$ 1,066.71	\$ 1,091.77
Swim School Worker L1	\$ 937.56	\$ 959.12	\$ 981.66
Swim School Worker L2	\$ 937.56	\$ 959.12	\$ 981.66
Swim School Worker L3	\$ 953.00	\$ 974.91	\$ 997.82
Swim School Worker L4	\$ 978.24	\$ 1,000.74	\$ 1,024.26
Indoor Sports Centre Worker L1	\$ 937.56	\$ 959.12	\$ 981.66
Indoor Sports Centre Worker L2	\$ 937.56	\$ 959.12	\$ 981.66
Indoor Sports Centre Worker L3	\$ 990.86	\$ 1,013.65	\$ 1,037.47
Support Staff L1	\$ 937.56	\$ 959.12	\$ 981.66
Support Staff L2	\$ 937.56	\$ 959.12	\$ 981.66
Support Staff L3	\$ 953.00	\$ 974.91	\$ 997.82

Hospitality Services - Stream B, Division 2, Section 4			
Classification	Year 1	Year 2	Year 3
	Weekly Wage Rate	Weekly Wage Rate	Weekly Wage Rate
Introductory	\$ 937.56	\$ 959.12	\$ 981.66
Level 1	\$ 937.56	\$ 959.12	\$ 981.66
Level 2	\$ 965.61	\$ 987.82	\$ 1,011.03
Level 3	\$ 990.86	\$ 1,013.65	\$ 1,037.47
Level 4	\$ 1,016.34	\$ 1,039.72	\$ 1,064.15
Level 5	\$ 1,070.00	\$ 1,094.61	\$ 1,120.33
Level 6	\$ 1,098.42	\$ 1,123.68	\$ 1,150.09

Operational Services - Stream B, Division 2, Section 5			
Classification	Year 1	Year 2	Year 3
	Weekly Wage Rate	Weekly Wage Rate	Weekly Wage Rate
Level One first six months	\$ 952.99	\$ 974.91	\$ 997.82
Level One after six months	\$ 965.61	\$ 987.81	\$ 1,011.03
Level Two	\$ 978.24	\$ 1,000.74	\$ 1,024.26
Level Three	\$ 990.85	\$ 1,013.64	\$ 1,037.46
Level Three trades assist.	\$ 990.85	\$ 1,013.64	\$ 1,037.46
Level Four	\$ 1,003.71	\$ 1,026.79	\$ 1,050.92
Level Five	\$ 1,016.34	\$ 1,039.72	\$ 1,064.15
Level Six	\$ 1,042.72	\$ 1,066.70	\$ 1,091.77
Level Seven	\$ 1,070.00	\$ 1,094.61	\$ 1,120.33
Level Eight	\$ 1,098.42	\$ 1,123.68	\$ 1,150.09
Level Nine	\$ 1,129.34	\$ 1,155.32	\$ 1,182.47

### **SCHEDULE 3**

### **CLASSIFICATION / RECLASSIFICATION PROCESS**

Employees will be classified in accordance with the classification definitions contained in the relevant Modern Award. The City will ensure that each position shall have a written Job Success Profile available, outlining the competencies that the occupant of the position is required to possess.

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

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

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

An Employee may dispute the classification determined by the City. Any disputes that are initiated regarding classification shall be dealt with in accordance with this Agreement.

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

## **APPENDIX LOCAL AREA AGREEMENTS**

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- 1.6 ELECTRICIANS ON-CALL (BUILDING MAINTENANCE SERVICES)
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### **SALARY INCREASES TO APPLY IN THIS PART:**

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

## **APPENDIX 1.1**

### **GOLD COAST WATER CALL OUT**

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

#### **STANDBY ALLOWANCE**

Persons to whom this Appendix applies, who are rostered to stand-by for emergency work outside ordinary working hours shall be paid an allowance equivalent to the amount of 5.46% (five point four six percent) of the rate payable under this Agreement to an employee at Level Six (6) of the classifications as described within the LGEAS.

#### **EMERGENCY WORK**

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

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

#### **EMERGENCY WORK BREAKS**

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

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

#### **COMMUNICATIONS**

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

#### **TRANSPORT**

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

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

#### **STANDBY LEAVE**

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

#### **ROSTER**

Roster shall be posted at least one month in advance.

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

## **GOLD COAST WATER – LIVE SEWER ANNUALISATION PAYMENT**

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

### **ELECTRICAL SECTION**

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

### **MECHANICAL SECTION**

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

### **CIVIL MAINTENANCE SECTION**

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



## **APPENDIX 1.3**

### **LOCAL CONTROLLER – DISASTER MANAGEMENT GROUP**

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

#### **WAGES**

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

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

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

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

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

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

#### **WORK ARRANGEMENTS**

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

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

#### **OVERTIME**

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

#### **ANNUAL LEAVE**

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

## APPENDIX 1.4

### ANIMAL MANAGEMENT OFFICERS & ANIMAL MANAGEMENT OFFICER LEADING HANDS

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

#### WAGES

##### Animal Management Officers

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

The weekly wage rate (including the initial EBA increase with effect from 1 July 2012 and On-Site allowance of \$26.20) for permanent employees shall be according to the following scale:-

	<u>Per Week</u>
Level 6	\$954.54

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

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

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

##### Animal Management Officer – Leading Hands

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

The weekly wage rate (including EBA increases with effect from 1 July 2012 and On-Site allowance of \$26.20) for permanent employees shall be according to the following scale:-

		<u>Per Week</u>
Leading Hand	Grade 1 = Level 7 + Leading Hand	\$ 1004.95
	Grade 2 = Level 7 + 8%	\$ 1056.79
	Grade 3 = Grade 2 + 8%	\$ 1139.23

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

#### PROGRESSION THROUGH

##### GRADING: GRADE 1 –

##### COMMENCEMENT

GRADE 2 – AFTER 12 MONTHS COMPLETION SATISFACTORY SERVICE

GRADE 3 – AFTER 3 YEARS COMPLETION SATISFACTORY SERVICE

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

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

## **WORK ARRANGEMENTS**

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

## **ALLOWANCES**

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

## **OVERTIME**

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

## **REST DAYS**

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

## **PUBLIC HOLIDAYS**

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

## **LEAVE**

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

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

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

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

## **START ON SITE**

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

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

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

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

All officers are required to start and finish duty on site. The process of starting on site shall be reviewed on a half yearly basis.

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

## **CLEANING OF VEHICLES**

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

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

## **VEHICLE CHANGEOVERS / LOGBOOKS**

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

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

## **COMMUNICATIONS**

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

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

### **HOUSING OF VEHICLES**

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

Vehicles kept at private residences are to be kept in a way to minimise any risk of damage from vandalism. Off street parking or garaging is preferred.

## **APPENDIX 1.5**

### **CITY CLEANING**

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

#### **WAGES**

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

#### **PAYMENT OF ALLOWANCES – TOILET CLEANING**

Those employees rostered on toilet cleaning duties shall be paid a daily allowance of \$6.00 per day. If in the event employees are required to clean toilets and barbeques on the same day only one allowance will be paid.

Payment of the allowance is based on the following:

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

#### **PAYMENT OF ALLOWANCES – BARBEQUE CLEANING**

Those employees rostered on any barbeque cleaning duties shall be paid an allowance of \$6.00 per day while they are employed on such duties. If in the event employees are required to clean toilets and barbeques on the same day only one allowance will be paid.

Payment of the allowance is based on the following:

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

#### **ADDITIONAL PAYMENT – WALKERS**

In recognition of productivity savings, increased efficiency and employee flexibility in relation to operational aspects including leave, Level 1 and Level 2 Labourers, referred to in this Appendix as “Walkers”, shall be paid an additional payment of \$3.00 per day. If in the event employees are required to clean toilets and/or BBQ’s on the same day only one allowance will be paid.

#### **WORK ARRANGEMENTS**

- a) All employees may be rostered on toilet, barbeque and any other level 2 cleaning duties as required and directed by the Coordinator, Supervisor and/or Leading Hand.
- b) The Employer may direct an employee to carry out such duties as are reasonably within the limits of the employee’s skill, competence and training, consistent with the classification of the structure of this Appendix and provided that such duties are not designed to promote deskilling.

- c) The Employer may direct an employee to carry out such duties and use such equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- d) Any direction issued by the Employer pursuant to subclause (a) and (b) shall be consistent with the Employer's responsibility to provide a safe and healthy working environment.

## **APPENDIX 1.6**

### **ELECTRICIANS ON-CALL (BUILDING MAINTENANCE SERVICES)**

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

#### **ON CALL – MONDAY TO SUNDAY**

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

#### **EMERGENCY WORK**

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

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

#### **STAND-BY LEAVE**

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

#### **EMERGENCY WORK BREAK**

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

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

#### **COMMUNICATION**

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

#### **TRANSPORT**



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

**ROSTER**

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

## **APPENDIX 1.7**

### **FLEET AND PLANT BRANCH (DISABILITY ALLOWANCE)**

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

#### **AMALGAMATION OF ALLOWANCES**

This Appendix amalgamates a multitude of disability allowances payable under the Engineering Award into a single, weekly, all-purpose allowance of \$26.19 per week which forms part of the base pay rate. The allowance is paid in lieu of the following allowances:

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

#### **TOXIC SUBSTANCE ALLOWANCE – PANEL SHOP**

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

## **APPENDIX 1.8**

### **HEAVY PLANT TRUCK DRIVERS “4ON/4OFF”**

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

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

#### **WAGES**

The minimum rate of wages to be paid to employees under this Appendix shall be the rate of Level Four (4) as prescribed under the LGEAS, including a 20% loading to compensate for overtime and penalty rates.

Classification levels of positions under this LAA will be made in accordance with the classification structures in the LGEAS.

#### **WORK ARRANGEMENTS**

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

#### **OVERTIME**

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

#### **CONTRACT OF EMPLOYMENT**

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

#### **ANNUAL LEAVE**

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

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

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

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

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

A roster of shifts worked as follows:

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

## **HEAVY PLANT TRUCK DRIVERS – OVERTIME**

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

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

### **WAGES**

All employees employed under this Appendix shall agree to be paid at the rate applicable to the classification level as applicable to the vehicle or plant being operated. Where these classifications are different from the classification at which an employee is ordinarily employed, payment for overtime shall be calculated at the classification level applicable to the vehicle or plant being operated, as defined within the LGEAS.

### **CONTRACT OF EMPLOYMENT**

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

### **HOURS**

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

## **LIFEGUARD SUPERINTENDENTS AND CHIEF LIFEGUARD**

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

### **WAGES**

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

### **HOURS OF DUTY**

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

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

### **OVERTIME**

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

### **ALLOWANCES**

#### **1) Helicopter Allowance**

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

#### **2) First Aid Allowance**

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

### **QUALIFICATIONS AND SKILL REQUIREMENT ALL GRADES**

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

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

## **TRAINING**

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

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

## **VEHICLE USE AND MAINTENANCE**

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

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

## APPENDIX 1.11

### LIFEGUARDS

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

#### WAGES

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

#### RATES OF PAY (PERMANENT EMPLOYEES)

The weekly wage rate (including EBA increases with effect from 1 July 2012 and weekly \$26.20 on-site allowance) for permanent employees shall be according to the following scale:

		<u>1/7/12</u>
Lifeguard	Grade 1	\$ 929.49
	Grade 2	\$ 964.98
	Grade 3	\$ 996.25
	Grade 4	\$ 1007.97
	Grade 5	\$ 1075.41

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

#### PROGRESSION THROUGH GRADING

##### GRADE

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

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

#### WORK ARRANGEMENTS

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



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

## **CASUAL EMPLOYEES**

### **Rates of Pay**

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

Casual	Grade 1	\$29.69 (on commencement)
	Grade 2	\$30.09 (on completion of 6 months FTE)

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

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

### **Hours of work**

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

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

## **ALLOWANCES**

### **1. Instruction Allowance**

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

### **2. Helicopter Allowance**

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

### **3. First Aid Allowance**

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

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

### **4. On Call Allowance**

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

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

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

## **MEAL BREAKS**

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

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

## **REST PAUSES**

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

## **ANNUAL LEAVE**

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

## **QUALIFICATIONS AND SKILL REQUIREMENT ALL GRADES**

### **Permanent Employees**

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

### **Casual Employees**

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

\* Exceptions are available with evidence of a medical condition.

## **QUALIFICATION AND SKILL REQUIREMENT ALL GRADES**

## **PHYSICAL AND PRACTICAL REQUIREMENT**

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

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

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

## **TRAINING**

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

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

## **VEHICLE USE AND MAINTENANCE**

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

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

## **UNIFORMS**

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

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

## APPENDIX 1.12

### PEST CONTROL OPERATORS

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

#### WAGES

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

#### RATES OF PAY

The weekly wage rate (including the EBA increase with effect from 1 July 2012 and the annualised allowance) for permanent employees shall be according to the following scale:-

Pest Management Technician (PMT)

Classification	Annual Amount	Annualised Allowance	Total Annual Salary
New Starter	\$46,629.96	\$2,054	\$48,683.96
Vegetation Management (VM)			
VM Level 1	\$49,111.92	\$2,054	\$51,165.92
VM Level 2	\$50,161.80	\$2,054	\$52,215.80
VM Level 3	\$51,257.96	\$2,054	\$53,311.96
VM Level 4	\$52,091.00	\$2,054	\$54,145.00
Pest Management (PM)			
PM Level 1	\$52,091.00	\$2,054	\$54,145.00
PM Level 2	\$52,910.00	\$2,054	\$54,964.00
PM Level 3	\$53,357.72	\$2,054	\$55,411.72
Pest and Termite Management (PTM)			
PTM Level 1	\$54,471.80	\$2,054	\$56,525.80
PTM Level 2	\$55,166.73	\$2,054	\$57,220.73

The above rates include an annualised allowance rate of \$2,054 for on-site, poison spray and trailer allowance. The annualised allowance rate is equivalent to 94.38% of the total of the allowances if they were received for the entire year.

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

#### WORK ARRANGEMENTS

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

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

## ALLOWANCES

### Annualisation of Allowances

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

## OVERTIME

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

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

## PAY STRUCTURE

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

<b>Classification</b>	<b>Description</b>
New Starter	No Licences
<b>Vegetation Management Stream</b>	
Vegetation Management Level 1	ACDC Licence
Vegetation Management Level 2	ACDC Licence + Boat Licence + 12 months at VM Level 1 or 12 months relevant experience as deemed by Manager HR&L Services
Vegetation Management Level 3	ACDC Licence + Boat Licence + 12 months at VM Level 2 or 24 months relevant experience as deemed by Manager HR&L Services
Vegetation Management Level 4	ACDC Licence + Boat Licence + 12 months at VM Level 3 or 36 months relevant experience as deemed by Manager HR&L Services + mentoring role within PMU (Vegetation Management) to the satisfaction of MHR&L Services
<b>Pest Management Stream</b>	
Pest Management Level 1	Pest Management Licence - No experience
Pest Management Level 2	Pest Management Licence + Boat Licence + 12 months experience at PM Level 1 ( Mosquito and Pest Management) or 12 months experience as deemed by the MHR&L Services
Pest Management Level 3	Pest Management Licence + Boat Licence + 12 months experience at PM Level 2 (Mosquito and Pest Management) or 24 months experience as deemed by the MHR&L Services + MOZ-01 Course

## **Pest and Termite Management Stream**

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

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

### **START ON SITE (S.O.S.)**

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

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

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

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

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

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

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

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

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

### **CLEANING OF VEHICLES**

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

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

### **STORAGE OF PESTICIDES ON VEHICLES**

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

### **COMMUNICATIONS**

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

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

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

### **TRAINING**

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

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

### **WORK IN LUNCH BREAKS**

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

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

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

### **WAGES**

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

### **ALLOWANCES**

#### **ANNUALISATION OF ALLOWANCES**

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

#### On Call – Monday to Sunday

Persons to whom this Appendix applies, who are rostered to stand-by for emergency work outside ordinary working hours shall be paid an allowance equivalent to the amount of 5.46% (five point four six percent) of the weekly rate payable under Part 1 of this Agreement. Currently, the "On-Call" rate is \$50.69 for each day and/or night during which they remain on call.

#### **START ON SITE (SOS) AND MANAGEMENT OF STAFF**

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

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

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

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



## **EMERGENCY WORK**

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

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

## **STAND-BY LEAVE**

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

## **EMERGENCY WORK BREAK**

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

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

## **PAPERWORK / INVENTORY CONTROL**

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

## **VEHICLES**

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

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

## **VEHICLE LOG**

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

## **CLEANING OF VEHICLES**

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

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

## **SECURITY**

### **Vehicle Security**

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

### **Tools/Materials Security**

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

## **COMMUNICATION**

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

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

## **APPRENTICES**

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

## **AREA ROTATION**

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

## **HOLIDAY/SICK DAYS/ TRAINING**

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

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

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

## **COMMUNICATIONS**

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

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

## CITY PARKING OFFICERS & CITY PARKING OFFICER – LEADING HANDS

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

### WAGES

#### City Parking Officers

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

The weekly wage rate (including the initial EBA increase with effect from 1 July 2009 and on-site allowance of \$26.20) for permanent employees shall be according to the following scale:-

	<u>Per Week</u>
Level 6	\$954.54

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

#### City Parking Officer - Leading Hands

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

The weekly wage rate (including EBA increase with effect from 1 July 2009 and on-site allowance of \$26.20) for permanent employees shall be according to the following scale:-

		<u>Per Week</u>
Leading Hand	Grade 1 = Level 7 + Leading Hand	\$ 1004.95
	Grade 2 = Level 7 + 8%	\$ 1056.79
	Grade 3 = Grade 2 + 8%	\$ 1139.23

### PROGRESSION THROUGH GRADING

GRADE 1	-	COMMENCEMENT
GRADE 2	-	AFTER 12 MONTHS COMPLETION SATISFACTORY SERVICE
GRADE 3	-	AFTER 3 YEARS COMPLETION SATISFACTORY SERVICE

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

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

### WORK ARRANGEMENTS

1. The ordinary hours of duty of employees under this Appendix shall be an average of thirty-eight per week and may be worked on any days Monday to Sunday inclusive in accordance with the LGEAS.
2. Ordinary hours of duty for employees engaged under the terms of this appendix may be worked between the hours of 5.00am and 7.00pm.
3. Employees covered by this Appendix shall be required to complete a twelve (12) month roster cycle period.

4. Officers required to work on Statutory Public Holidays shall be paid in accordance with the relevant provisions of this Enterprise Bargaining Agreement for work done on such Holidays.
5. Where the ordinary work cycle provides for an accrued, rostered day off and a statutory holiday falls on that day, the accrued rostered day off shall be moved to a day mutually agreed between the employer and the employees concerned.

#### **ALLOWANCES**

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

#### **OVERTIME**

##### **MONDAY TO FRIDAY**

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

##### **REST DAYS**

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

##### **PUBLIC HOLIDAYS**

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

##### **ANNUAL LEAVE**

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

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

##### **START ON SITE (S.O.S)**

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

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

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

## **TRAFFIC SECTION, LINES AND SIGNS**

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

### **ALLOWANCES**

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

### **WORK ARRANGEMENTS EARLY START**

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

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

## **TRANSFER STATION/WEIGHBRIDGE OPERATORS**

These conditions apply to staff members employed as Transfer Station/Weighbridge Operators at Council's Waste & Recycling Centres on a "4 days on, 4 days off" roster within the Community Services Directorate.

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

### **RATES OF PAY**

The rate of wages (including EBA increase with effect from 1 July 2012) for employees shall be according to the following scale:

	Per Week
LGEAS Level 3. Transfer Station Operator	\$1054.90
LGEAS Level 5. Weighbridge Operator	\$1083.95

The above rates include a supplementary allowance equivalent to an additional days pay.

*This allowance includes and absorbs the on-site allowance.*

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

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

By agreement, the provisions of this Appendix may be extended to supervisory positions which are classified under the LGEAS.

### **WORK ARRANGEMENTS**

1. The ordinary hours of duty of employees under this Appendix may be worked on any days Monday to Sunday inclusive in accordance with a roster agreed between Council and the employees.
2. Employees shall work under a continuous rotating roster of 4 days on and 4 days off (as per the attached roster).
3. Ordinary shifts will be ten hours (10 hour shift) worked between the hours of 6.00 am to 6.00pm.
4. Due to operational requirements of these areas, employees are not entitled to a scheduled meal break or rest pauses. However meals and/or rest pauses can be taken when the workload allows.
5. Employees rostered to work on a Public Holiday shall be paid at the rate of ordinary time plus time and one half. No extra day in lieu of the Public Holiday shall be accrued.

### **OVERTIME**

- a) All time worked in excess of ten (10) hours per day shall be paid at the rate of double time thereafter until the ordinary start time the next morning.
- b) An employee required to work on their rostered day off (RDO) shall be paid at the rate of double time for all hours worked (including overtime).

- c) All time worked on Public Holidays shall be paid at the rate of double time and a-half. Any hours worked in excess of ten (10) hours shall be paid at the rate of quadruple time whether before the ordinary starting time or after the ordinary ceasing time. No extra day in lieu of the Public Holiday shall be accrued.

#### **ANNUAL LEAVE**

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

#### **PUBLIC HOLIDAYS**

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

#### **WASTE MANAGEMENT FOUR (4) DAY ROSTER**

The following roster is for employees engaged as Transfer Station or Weighbridge Operators at Council's Waste and Recycling Centres.

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

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

A Roster of Shifts worked as follows:

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



## EVENTS OPERATORS

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

The parties to this agreement recognise that Council employees who choose to undertake additional work as events operators under this LAA, do so separately from their primary employment with Council, and do the work as a second contract of employment, as a casual employee.

The employee is expected to assist Council in terms of ensuring that excessive hours are not worked and that the employee is able to obtain sufficient rest. If a conflict arises then the employee will advise their relevant supervisors to allow more appropriate scheduling of the work.

### CASUAL EMPLOYEES

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

### HOURS

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

### RATES OF PAY

LEVEL	\$ Per Hour A*	\$ Per Hour B <sup>#</sup>	\$ Per Hour C <sup>&amp;</sup>
<b>Level I:</b>			
Gates persons, Ticket Takers, Car Parking Attendants, Corporate Box Attendance, Ushers, Scoreboard, Attendants, Spruikers, all other employees	\$20.21	\$25.47	\$34.27
<b>Level II:</b>			
Ticket Sellers, Usher Supervisors, Cafeteria Attendants, Supervising Operations Officers	\$21.58	\$26.90	\$36.74

\* **Work Period A:** Applies to employees whose hours of work fall between 9.00am to 11.00pm Monday to Saturday

<sup>#</sup> **Work Period B:** Applies to employees whose hours of work fall on a Sunday.

<sup>&</sup> **Work Period C:** Applies to employees working on a statutory holiday.

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

### LATE WORK RATES AND OVERTIME

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

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

**WORK IN RAIN**

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

**PAYMENT OF WAGES**

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

**MEAL BREAK**

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

## **APPENDIX 1.18**

### **LANDFILLS**

These conditions apply to staff employed under a “4 days on, 4 days off” roster working on Landfill operations at Council’s Waste and Recycling Centres within the Community Services Directorate.

#### **COVERAGE**

These conditions will apply to those employees engaged on the ‘four days on, four days off roster’ as plant operators or site operational staff working on landfill operations. (Landfill operations are activities directly related to the disposal of solid waste through land filling).

The exceptions will be the staff employed as “Compactor Operators” who will continue to operate on the 9-day fortnight arrangement.

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

#### **RATES OF PAY**

Classification levels of staff employed at the Landfills will be as contained within the LGEAS. The rate of wages for employees under this Appendix shall be according to the following scale as with effect from 1 July 2012:

	<u>Per Week</u>
Level 2	\$1,066.72
Level 3	\$1,081.10
Level 4	\$1,095.63
Level 5	\$1,110.15
Level 5 (Leading Hand)	\$1,134.65
Level 6 (Leading Hand)	\$1,164.71
Level 7 (Leading Hand)	\$1,195.80

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

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

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

#### **WORK ARRANGEMENTS**

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

#### **OVERTIME**

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

### **ANNUAL LEAVE**

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

### **PUBLIC HOLIDAYS**

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

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

### **Attachment 1**

### **WASTE MANAGEMENT FOUR (4) DAY ROSTER**

The following roster is for all staff employed at the Landfills Landfill operations at Council's Waste and Recycling Centres, except for those staff employed as compactor operators.

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

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

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

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



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

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

### **1. DEFINITION**

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

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

### **2. SALARY PACKAGE**

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

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

- The weekly amount otherwise payable as an Availability or On-call Allowance under the Queensland Local Government Officers' Award or Part 1 of this Agreement;
- The estimated number of call outs per annum (refer to clause 7 of this Appendix); and
- The number of Supervisors/Officers included in the on-call roster cycle. In the event that the roster cycle changes the allowance will be adjusted as per the salary spreadsheet at Attachment 1; and
- Incident management and support.
- The annualised allowance includes the on-call allowance and recognises each call-out as being for a three-hour call-out period, on average, paid at double time.

### **3. SALARY PACKAGE INCLUSIONS**

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

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

- Clause 12.2 (Availability Allowance);
- Clause 12.7 (Wet Weather and other Disabilities);
- Clause 12.8 (First Aid Allowance);

- Clause 13 (Hours of Duty);
- Clause 14.4 (Overtime), excluding planned overtime authorised by Senior Management in Operations & Maintenance;
- Clause 14.7.2 and Clause 16 (Public Holidays)

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

#### **4. ROSTER**

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

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

#### **5. SERVICE WHILE ON STANDBY**

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

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

#### **6. SERVICE WHILE NOT ON STANDBY**

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

#### **7. CALL-OUT RECOGNITION**

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

Supervisors:

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

Officers:

Network Operations Officers Wastewater	144
Network Operations Officers Water	144

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

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

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

**For example:**

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



## Supervisors supervising 38hour per week staff

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

Hours per week: 38												
Position	Payroll Code	Level	Base Salary \$ pa	Base Rate per hour	On-Call Roster Frequency	No Call Outs	Fed On Call Allowance	Call Out \$	Allowance for AH Incident Mgmt / Bus continuity establishment	Total value On- Call + Call Outs	Annual Salary	Weekly Salary
Pay Rates As At: 1 July 2012			7%									
Wastewater Treatment Plant Operations			Enter Call out No as per LAA 105				\$259.00					
Supervisor/Officer	WWT635	SUP (Igo 6.3)	79531.50	40.25	1/5	21.00	2,693.60	5,071.34	5,567.21	13,332.15	92,863.65	\$ 1,785.84
Supervisor/Officer	WWT625	SUP (Igo 6.2)	77131.35	39.03	1/5	21.00	2,693.60	4,918.29	5,399.19	13,011.09	90,142.44	\$ 1,733.51
Supervisor/Officer	WWT615	SUP (Igo 6.1)	74732.95	37.82	1/5	21.00	2,693.60	4,765.36	5,231.31	12,690.27	87,423.21	\$ 1,681.22
Supervisor/Officer	WWT634	SUP (Igo 6.3)	79531.50	40.25	1/4	26.25	3,367.00	6,339.18	5,567.21	15,273.38	94,804.88	\$ 1,823.17
Supervisor/Officer	WWT624	SUP (Igo 6.2)	77131.35	39.03	1/4	26.25	3,367.00	6,147.87	5,399.19	14,914.06	92,045.41	\$ 1,770.10
Supervisor/Officer	WWT614	SUP (Igo 6.1)	74732.95	37.82	1/4	26.25	3,367.00	5,956.70	5,231.31	14,555.01	89,287.96	\$ 1,717.08
Supervisor/Officer	WWT633	SUP (Igo 6.3)	79531.50	40.25	1/3	34.65	4,444.44	8,367.71	5,567.21	18,379.36	97,910.86	\$ 1,882.90
Supervisor/Officer	WWT623	SUP (Igo 6.2)	77131.35	39.03	1/3	34.65	4,444.44	8,115.19	5,399.19	17,958.82	95,090.17	\$ 1,828.66
Supervisor/Officer	WWT613	SUP (Igo 6.1)	74732.95	37.82	1/3	34.65	4,444.44	7,862.84	5,231.31	17,538.59	92,271.54	\$ 1,774.45
Supervisor/Officer	WWT632	SUP (Igo 6.3)	79531.50	40.25	1/2	52.50	6,734.00	12,678.35	5,567.21	24,979.56	104,511.06	\$ 2,009.83
Supervisor/Officer	WWT622	SUP (Igo 6.2)	77131.35	39.03	1/2	52.50	6,734.00	12,295.74	5,399.19	24,428.93	101,560.28	\$ 1,953.08
Supervisor/Officer	WWT612	SUP (Igo 6.1)	74732.95	37.82	1/2	52.50	6,734.00	11,913.40	5,231.31	23,878.71	98,611.66	\$ 1,896.38
Pay Rates As At: 1 July 2012			7%									
Civil Maintenance			Enter Call out No as per LAA 286				\$259.00					
Supervisor/Officer	SCM634	SUP (Igo 6.3)	79531.50	40.25	1/4	71.50	3,367.00	17,266.71	5,567.21	26,200.91	105,732.41	\$ 2,033.32
Supervisor/Officer	SCM624	SUP (Igo 6.2)	77131.35	39.03	1/4	71.50	3,367.00	16,745.62	5,399.19	25,511.82	102,643.17	\$ 1,973.91
Supervisor/Officer	SCM614	SUP (Igo 6.1)	74732.95	37.82	1/4	71.50	3,367.00	16,224.92	5,231.31	24,823.22	99,556.17	\$ 1,914.54
Supervisor/Officer	SCM633	SUP (Igo 6.3)	79531.50	40.25	1/3	94.38	4,444.44	22,792.05	5,567.21	32,803.70	112,335.20	\$ 2,160.29
Supervisor/Officer	SCM623	SUP (Igo 6.2)	77131.35	39.03	1/3	94.38	4,444.44	22,104.22	5,399.19	31,947.86	109,079.20	\$ 2,097.68
Supervisor/Officer	SCM613	SUP (Igo 6.1)	74732.95	37.82	1/3	94.38	4,444.44	21,416.89	5,231.31	31,092.64	105,825.58	\$ 2,035.11
Supervisor/Officer	SCM632	SUP (Igo 6.3)	79531.50	40.25	1/2	143.00	6,734.00	34,533.42	5,567.21	46,834.62	126,366.12	\$ 2,430.12
Supervisor/Officer	SCM622	SUP (Igo 6.2)	77131.35	39.03	1/2	143.00	6,734.00	33,491.24	5,399.19	45,624.44	122,755.79	\$ 2,360.69
Supervisor/Officer	SCM612	SUP (Igo 6.1)	74732.95	37.82	1/2	143.00	6,734.00	32,449.83	5,231.31	44,415.14	119,148.09	\$ 2,291.31
Pay Rates As At: 1 July 2012			7%									
Mechanical and Electrical Maintenance			Enter Call out No as per LAA 201				\$259.00					
Supervisor/Officer	SME634	SUP (Igo 6.3)	79531.50	40.25	1/4	50.25	3,367.00	12,134.99	5,567.21	21,069.20	100,600.70	\$ 1,934.63
Supervisor/Officer	SME624	SUP (Igo 6.2)	77131.35	39.03	1/4	50.25	3,367.00	11,768.78	5,399.19	20,534.97	97,666.32	\$ 1,878.20
Supervisor/Officer	SME614	SUP (Igo 6.1)	74732.95	37.82	1/4	50.25	3,367.00	11,402.83	5,231.31	20,001.13	94,734.08	\$ 1,821.81
Supervisor/Officer	SME633	SUP (Igo 6.3)	79531.50	40.25	1/3	66.33	4,444.44	16,018.19	5,567.21	26,029.84	105,561.34	\$ 2,030.03
Supervisor/Officer	SME623	SUP (Igo 6.2)	77131.35	39.03	1/3	66.33	4,444.44	15,534.78	5,399.19	25,378.42	102,509.77	\$ 1,971.34
Supervisor/Officer	SME613	SUP (Igo 6.1)	74732.95	37.82	1/3	66.33	4,444.44	15,051.73	5,231.31	24,727.48	99,460.43	\$ 1,912.70
Supervisor/Officer	SME632	SUP (Igo 6.3)	79531.50	40.25	1/2	100.50	6,734.00	24,269.99	5,567.21	36,571.19	116,102.69	\$ 2,232.74
Supervisor/Officer	SME622	SUP (Igo 6.2)	77131.35	39.03	1/2	100.50	6,734.00	23,537.55	5,399.19	35,670.75	112,802.10	\$ 2,169.27
Supervisor/Officer	SME612	SUP (Igo 6.1)	74732.95	37.82	1/2	100.50	6,734.00	22,805.65	5,231.31	34,770.96	109,503.91	\$ 2,105.84

### Supervisors on 36.25 hour week

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

Hours per week: 36.25												
Position	Payroll Code	Level	Base Salary \$ pa	Base Rate per hour	OT Roster Frequency	No Call Outs	Fed On Call Allowance	Call Out \$	Allowance for AH Incident Mgmt / Bus continuity establishment	Total value On- Call + Call Outs	Annual Salary	Base Sal \$ pw
Pay Rates As At: 1 July 2012									7%			
Hydraulic Field Operations			Enter Call out No as per LAA			105			\$259.00			
Supervisor/Officer	SHO635	SUP (lgo 6.3)	75868.87	40.25	1/5	21.00	2,693.60	5,071.34	5,310.82	13,075.76	88,944.63	\$ 1,710.47
Supervisor/Officer	SHO625	SUP (lgo 6.2)	73579.25	39.03	1/5	21.00	2,693.60	4,918.29	5,150.55	12,762.44	86,341.69	\$ 1,660.42
Supervisor/Officer	SHO615	SUP (lgo 6.1)	71291.30	37.82	1/5	21.00	2,693.60	4,765.36	4,990.39	12,449.35	83,740.65	\$ 1,610.40
Supervisor/Officer	SHO634	SUP (lgo 6.3)	75868.87	40.25	1/4	26.25	3,367.00	6,339.18	5,310.82	15,017.00	90,885.86	\$ 1,747.81
Supervisor/Officer	SHO624	SUP (lgo 6.2)	73579.25	39.03	1/4	26.25	3,367.00	6,147.87	5,150.55	14,665.42	88,244.66	\$ 1,697.01
Supervisor/Officer	SHO614	SUP (lgo 6.1)	71291.30	37.82	1/4	26.25	3,367.00	5,956.70	4,990.39	14,314.09	85,605.39	\$ 1,646.26
Supervisor/Officer	SHO633	SUP (lgo 6.3)	75868.87	40.25	1/3	34.65	4,444.44	8,367.71	5,310.82	18,122.97	93,991.84	\$ 1,807.54
Supervisor/Officer	SHO623	SUP (lgo 6.2)	73579.25	39.03	1/3	34.65	4,444.44	8,115.19	5,150.55	17,710.17	91,289.42	\$ 1,755.57
Supervisor/Officer	SHO613	SUP (lgo 6.1)	71291.30	37.82	1/3	34.65	4,444.44	7,862.84	4,990.39	17,297.68	88,588.97	\$ 1,703.63
Supervisor/Officer	SHO632	SUP (lgo 6.3)	75868.87	40.25	1/2	52.50	6,734.00	12,678.35	5,310.82	24,723.17	100,592.04	\$ 1,934.46
Supervisor/Officer	SHO622	SUP (lgo 6.2)	73579.25	39.03	1/2	52.50	6,734.00	12,295.74	5,150.55	24,180.28	97,759.53	\$ 1,879.99
Supervisor/Officer	SHO612	SUP (lgo 6.1)	71291.30	37.82	1/2	52.50	6,734.00	11,913.40	4,990.39	23,637.79	94,929.09	\$ 1,825.56
Pay Rates As At: 1 July 2012									7%			
Hydraulic Field Operations			Enter Call out No as per LAA			105			\$259.00			
Supervisor/Officer	SHO535	SUP (lgo 5.3)	69,003.41	36.61	1/5	21.00	2,693.60	4,612.43	4,830.24	12,136.27	81,139.68	\$ 1,560.38
Supervisor/Officer	SHO525	SUP (lgo 5.2)	67,629.94	35.88	1/5	21.00	2,693.60	4,520.62	4,734.10	11,948.32	79,578.26	\$ 1,530.35
Supervisor/Officer	SHO515	SUP (lgo 5.1)	66,256.45	35.15	1/5	21.00	2,693.60	4,428.81	4,637.95	11,760.36	78,016.82	\$ 1,500.32
Supervisor/Officer	SHO534	SUP (lgo 5.3)	69003.41	36.61	1/4	26.25	3,367.00	5,765.54	4,830.24	13,962.78	82,966.19	\$ 1,595.50
Supervisor/Officer	SHO524	SUP (lgo 5.2)	67629.94	35.88	1/4	26.25	3,367.00	5,650.78	4,734.10	13,751.87	81,381.82	\$ 1,565.03
Supervisor/Officer	SHO514	SUP (lgo 5.1)	66256.45	35.15	1/4	26.25	3,367.00	5,536.02	4,637.95	13,540.97	79,797.42	\$ 1,534.57
Supervisor/Officer	SHO533	SUP (lgo 5.3)	69003.41	36.61	1/3	34.65	4,444.44	7,610.51	4,830.24	16,885.19	85,888.60	\$ 1,651.70
Supervisor/Officer	SHO523	SUP (lgo 5.2)	67629.94	35.88	1/3	34.65	4,444.44	7,459.03	4,734.10	16,637.56	84,267.51	\$ 1,620.53
Supervisor/Officer	SHO513	SUP (lgo 5.1)	66256.45	35.15	1/3	34.65	4,444.44	7,307.54	4,637.95	16,389.93	82,646.38	\$ 1,589.35
Supervisor/Officer	SHO532	SUP (lgo 5.3)	69003.41	36.61	1/2	52.50	6,734.00	11,531.07	4,830.24	23,095.31	92,098.72	\$ 1,771.13
Supervisor/Officer	SHO522	SUP (lgo 5.2)	67629.94	35.88	1/2	52.50	6,734.00	11,301.56	4,734.10	22,769.65	90,399.59	\$ 1,738.45
Supervisor/Officer	SHO512	SUP (lgo 5.1)	66256.45	35.15	1/2	52.50	6,734.00	11,072.03	4,637.95	22,443.98	88,700.43	\$ 1,705.78

## Officers on 36.25 hour week

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

Hours per week: 36.25												
Position	Payroll Code	Level	Base Salary \$ pa	Base Rate per hour	On-Call Roster Frequency	No Call Outs	Fed On Cal Allowance	Call Out \$	Allowance for AH Incident Mgmt / Bus continuity establishment	Total value On- Call + Call Outs + Allowance	Annual Salary	Weekly Salary
Pay Rates As At: 1 July 2012												
Network Operations Officers Wastewater			Enter Call out No as per LAA			144	\$259.00					
Supervisor/Officer 9day	OWW533	F53	69,003.41	36.61	1/3	48.00	4,489.33	10,542.70	2,760.14	17,792.17	86,795.58	\$ 1,669.15
Supervisor/Officer 9day	OWW534	F53	69,003.41	36.61	1/4	36.00	3,367.00	7,907.02	2,760.14	14,034.16	83,037.57	\$ 1,596.88
Supervisor/Officer 9day	OWW535	F53	69,003.41	36.61	1/5	28.80	2,693.60	6,325.62	2,760.14	11,779.35	80,782.76	\$ 1,553.51
Supervisor/Officer 9day	OWW523	F52	67,629.94	35.88	1/3	48.00	4,489.33	10,332.85	2,705.20	17,527.38	85,157.32	\$ 1,637.64
Supervisor/Officer 9day	OWW524	F52	67,629.94	35.88	1/4	36.00	3,367.00	7,749.64	2,705.20	13,821.84	81,451.78	\$ 1,566.38
Supervisor/Officer 9day	OWW525	F52	67,629.94	35.88	1/5	28.80	2,693.60	6,199.71	2,705.20	11,598.51	79,228.45	\$ 1,523.62
Supervisor/Officer 9day	OWW513	F51	66,256.45	35.15	1/3	48.00	4,489.33	10,123.00	2,650.26	17,262.59	83,519.04	\$ 1,606.14
Supervisor/Officer 9day	OWW514	F51	66,256.45	35.15	1/4	36.00	3,367.00	7,592.25	2,650.26	13,609.51	79,865.96	\$ 1,535.88
Supervisor/Officer 9day	OWW515	F51	66,256.45	35.15	1/5	28.80	2,693.60	6,073.80	2,650.26	11,417.66	77,674.11	\$ 1,493.73
Supervisor/Officer 9day	OWW443	F44	64,884.78	34.42	1/3	48.00	4,489.33	9,913.43	2,595.39	16,998.16	81,882.94	\$ 1,574.67
Supervisor/Officer 9day	OWW444	F44	64,884.78	34.42	1/4	36.00	3,367.00	7,435.07	2,595.39	13,397.46	78,282.24	\$ 1,505.43
Supervisor/Officer 9day	OWW445	F44	64,884.78	34.42	1/5	28.80	2,693.60	5,948.06	2,595.39	11,237.05	76,121.83	\$ 1,463.88
Supervisor/Officer 9day	OWW433	F43	63,511.33	33.69	1/3	48.00	4,489.33	9,703.59	2,540.45	16,733.37	80,244.70	\$ 1,543.17
Supervisor/Officer 9day	OWW414	F43	63,511.33	33.69	1/4	36.00	3,367.00	7,277.69	2,540.45	13,185.14	76,696.47	\$ 1,474.93
Supervisor/Officer 9day	OWW435	F43	63,511.33	33.69	1/5	28.80	2,693.60	5,822.15	2,540.45	11,056.21	74,567.54	\$ 1,433.99
Supervisor/Officer 9day	OWW423	F42	62,137.88	32.96	1/3	48.00	4,489.33	9,493.75	2,485.52	16,468.59	78,606.47	\$ 1,511.66
Supervisor/Officer 9day	OWW424	F42	62,137.88	32.96	1/4	36.00	3,367.00	7,120.31	2,485.52	12,972.82	75,110.70	\$ 1,444.44
Supervisor/Officer 9day	OWW425	F42	62,137.88	32.96	1/5	28.80	2,693.60	5,696.25	2,485.52	10,875.36	73,013.24	\$ 1,404.10
Supervisor/Officer 9day	OWW413	F41	60,764.45	32.24	1/3	48.00	4,489.33	9,283.91	2,430.58	16,203.82	76,968.27	\$ 1,480.16
Supervisor/Officer 9day	OWW414	F41	60,764.45	32.24	1/4	36.00	3,367.00	6,962.93	2,430.58	12,760.51	73,524.96	\$ 1,413.94
Supervisor/Officer 9day	OWW415	F41	60,764.45	32.24	1/5	28.80	2,693.60	5,570.34	2,430.58	10,694.52	71,458.97	\$ 1,374.21
Pay Rates As At: 1 July 2012												
Network Operations Officers Water			Enter Call out No as per LAA			144	\$259.00					
Supervisor/Officer 9day	OW533	F53	69,003.41	36.61	1/3	48.00	4,489.33	10,542.70	2,760.14	17,792.17	86,795.58	\$ 1,669.15
Supervisor/Officer 9day	OW534	F53	69,003.41	36.61	1/4	36.00	3,367.00	7,907.02	2,760.14	14,034.16	83,037.57	\$ 1,596.88
Supervisor/Officer 9day	OW535	F53	69,003.41	36.61	1/5	28.80	2,693.60	6,325.62	2,760.14	11,779.35	80,782.76	\$ 1,553.51
Supervisor/Officer 9day	OW523	F52	67,629.94	35.88	1/3	48.00	4,489.33	10,332.85	2,705.20	17,527.38	85,157.32	\$ 1,637.64
Supervisor/Officer 9day	OW524	F52	67,629.94	35.88	1/4	36.00	3,367.00	7,749.64	2,705.20	13,821.84	81,451.78	\$ 1,566.38
Supervisor/Officer 9day	OW525	F52	67,629.94	35.88	1/5	28.80	2,693.60	6,199.71	2,705.20	11,598.51	79,228.45	\$ 1,523.62
Supervisor/Officer 9day	OW513	F51	66,256.45	35.15	1/3	48.00	4,489.33	10,123.00	2,650.26	17,262.59	83,519.04	\$ 1,606.14
Supervisor/Officer 9day	OW514	F51	66,256.45	35.15	1/4	36.00	3,367.00	7,592.25	2,650.26	13,609.51	79,865.96	\$ 1,535.88
Supervisor/Officer 9day	OW515	F51	66,256.45	35.15	1/5	28.80	2,693.60	6,073.80	2,650.26	11,417.66	77,674.11	\$ 1,493.73
Supervisor/Officer 9day	OW443	F44	64,884.78	34.42	1/3	48.00	4,489.33	9,913.43	2,595.39	16,998.16	81,882.94	\$ 1,574.67
Supervisor/Officer 9day	OW444	F44	64,884.78	34.42	1/4	36.00	3,367.00	7,435.07	2,595.39	13,397.46	78,282.24	\$ 1,505.43
Supervisor/Officer 9day	OW445	F44	64,884.78	34.42	1/5	28.80	2,693.60	5,948.06	2,595.39	11,237.05	76,121.83	\$ 1,463.88
Supervisor/Officer 9day	OW433	F43	63,511.33	33.69	1/3	48.00	4,489.33	9,703.59	2,540.45	16,733.37	80,244.70	\$ 1,543.17
Supervisor/Officer 9day	OW434	F43	63,511.33	33.69	1/4	36.00	3,367.00	7,277.69	2,540.45	13,185.14	76,696.47	\$ 1,474.93
Supervisor/Officer 9day	OW435	F43	63,511.33	33.69	1/5	28.80	2,693.60	5,822.15	2,540.45	11,056.21	74,567.54	\$ 1,433.99
Supervisor/Officer 9day	OW423	F42	62,137.88	32.96	1/3	48.00	4,489.33	9,493.75	2,485.52	16,468.59	78,606.47	\$ 1,511.66
Supervisor/Officer 9day	OW424	F42	62,137.88	32.96	1/4	36.00	3,367.00	7,120.31	2,485.52	12,972.82	75,110.70	\$ 1,444.44
Supervisor/Officer 9day	OW425	F42	62,137.88	32.96	1/5	28.80	2,693.60	5,696.25	2,485.52	10,875.36	73,013.24	\$ 1,404.10
Supervisor/Officer 9day	OW413	F41	60,764.45	32.24	1/3	48.00	4,489.33	9,283.91	2,430.58	16,203.82	76,968.27	\$ 1,480.16
Supervisor/Officer 9day	OW414	F41	60,764.45	32.24	1/4	36.00	3,367.00	6,962.93	2,430.58	12,760.51	73,524.96	\$ 1,413.94
Supervisor/Officer 9day	OW415	F41	60,764.45	32.24	1/5	28.80	2,693.60	5,570.34	2,430.58	10,694.52	71,458.97	\$ 1,374.21

## **SECURITY OFFICERS**

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

### **ROSTER SYSTEM**

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

### **HOURS OF WORK**

#### **9 DAY FORTNIGHT**

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

#### **PART TIME HOURS**

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

### **ANNUAL**

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

### **SHIFT – WEEK DAYS**

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

Day Shift	Nil
Afternoon Shift	15%
Night Shift	25%

### **SHIFT-WEEKENDS**

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

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

## GOLD COAST WATER 24 HOUR SERVICE CENTRE

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

### 1.3 PARTICIPATION

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

### 1.5 DEFINITIONS

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

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

### 2.2 SALARY PACKAGE

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

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

Table 1: Salary Package

Classification*	Annual Salary with effect from 1 July 2009
Level 3 Step 1	\$75,764.61
Level 3 Step 2	\$77,501.36
Level 3 Step 3	\$79,289.20
Level 3 Step 4	\$81,128.12

\* depending on classification

### 2.3 SALARY PACKAGE COVERAGE

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

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

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

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

#### **2.4 LEAVE**

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

#### **2.5 PLANNED LEAVE**

Planned leave to be applied for one (1) month in advance. Planned leave will be approved provided that:

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

#### **2.6 ROSTER**

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

#### **2.8 SICK LEAVE**

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

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

## **GOLD COAST WATER WASTEWATER TREATMENT PLANTS**

The conditions under this Appendix shall apply to all Wastewater Treatment Plant staff employed at the Gold Coast City Council Treatment Plants located at Coombabah, Elanora, Merrimac, and Pimpama.

### **DEFINITIONS**

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

Spread of Ordinary Hours = 6.00 am to 6.00 PM

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

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

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

### **CONTINUOUS IMPROVEMENT**

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

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

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

### **INTENT**

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



## CLASSIFICATION – CAREER PATH

The levels referred to below refer to the classifications as described within the LGEAS Award.

[A]	WWT Plant Operator's Assistant (New Starter)*	Level 6
[B]	WWTP Operator's Assistant Grade 1	Level 6 + LAA rate
[E]	WWTP Asst Operator* [Cert II] **	Level 7
[F]	WWTP Asst Operator [Cert II] ** Grade 1 <sup>+</sup>	Level 7 + LAA rate
[G]	WWTP Asst Operator [Cert II] ** Grade 2 <sup>+</sup>	Level 7 + 3% + LAA rate
[H]	WWTP Operator <sup>+</sup>	Level 9
[I]	WWTP Plant Operator Grade 1 <sup>+</sup>	Level 9 + LAA
[J]	WWTP Plant Operator Grade 2 <sup>+</sup>	Level 9 + 3% + LAA
[I]	WWTP Plant Operator Grade 3 <sup>+</sup>	Level 9 + 3% + 2% + LAA

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

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

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

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

### INTENT

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

## **MULTI-PLANT COMPETENCY**

### **MULTI-PLANT COMPETENCY TRAINING**

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

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

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

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

### **REFRESHER TRAINING**

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

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

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

### **INTENT**

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

## **HOURS OF WORK**

### **REGULAR HOURS OF WORK**

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

### **MAXIMUM HOURS**

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

### **HOURS OF ROSTERED OVERTIME**

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

**Merrimac Wastewater Treatment Plant**

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

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

**Elanora Wastewater Treatment Plant**

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

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

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

Merrimac WWTP	106
Coomababah WWTP	164
Elanora WWTP	128
Pimpama RWP	110

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

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

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

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

**INTENT**

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

## **TEN-HOUR BREAK**

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

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

## **UNPLANNED OVERTIME CONTINUOUS WITH ORDINARY HOURS**

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

## **PLANT COVERAGE DURING SPREAD OF NORMAL HOURS**

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

## **WORKING ROSTERS**

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

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

### **INTENT**

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

## **LAPTOP USAGE**

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

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

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

## **LEAVE**

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

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

## TRAVELLING BETWEEN PLANTS

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

### INTENT

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

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

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

## EXTRAORDINARY OCCURRENCES

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

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

### INTENT

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

## STAFFING LEVELS

A minimum pool of twenty-three (23) employees will be used to meet the operational requirements of the Wastewater Treatment Plants (Coombabah, Elanora, Merrimac and Pimpama). The pool consists of wastewater treatment plant operational staff with base numbers assigned for each Treatment Plant currently being:

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

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

## **BASE PLANT**

*The wastewater treatment plant that is an employee's normal place of work is to be considered that employee's base. When an employee is required to work at another location to meet operational requirements, the "Travel Between Plants" clause of this Appendix will apply.*

## **PAYMENT SCHEDULE**

The salary packages for positions at the respective plants under this Appendix are outlined in the Wages Spreadsheet and Explanation of Calculations.

## **SALARY PACKAGE DETAILS**

The following allowances and overtime payments as described in Part 1 of this Agreement and the LGEAS are compensated for within the agreed salary package:

- Wet Places
- Work in the Rain
- On Call Allowance
- Meal Allowance During Overtime
- Overtime as defined by Clause 5 of this Appendix.

The agreed salary package also recognises flexibility of working arrangements.

## Wastewater Treatment Plant Local Area Agreement

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

Hours per week: 38																					
Position		Level	Base Salary \$ pa	Base Rate per hour	On-Call Roster Frequency	No Call Outs	On Call Allowance	Call Out	Total value On- Call + Call Outs	Overtime Hours (Sat & Sun) per day	Overtime Payment	Belt Press Overtime (3hrs)	Overtime Public Holiday	Total Value of Overtime + Public Hol. Payments	Allowances	Negotiation Payment	Payroll Code ALW	Total Allowances \$ pa	Total Annual Amount \$ pa	Total Weekly Amount \$ pa	
Pay Rates As At: 1 July 2012																					
Coomabah Wastewater Treatment Plant			Enter Call out No as per LAA 164				\$259.00														
Operator 1 in 2	SW092	LGE 9	53637	27.14	1/2	82.00	6,734.00	13,354.87	20,088.87	6.00	15,879.26		2,035.80	17,915.07	752.74	1,750.00	WC92	40,506.68	94,143.30	\$ 1,810.45	
Operator+ 2% for Cert 3	SWC93	LGE 9	54709	27.69	1/2	82.00	6,734.00	13,621.97	20,355.97	6.00	16,196.85		2,076.52	18,273.37	752.74	1,750.00	C392	41,132.08	95,841.44	\$ 1,843.10	
Operator+ 3% for dual plant	SW093	LGE 9	55246	27.96	1/2	82.00	6,734.00	13,755.51	20,489.51	6.00	16,355.64		2,096.88	18,452.52	752.74	1,750.00	DC92	41,444.78	96,690.50	\$ 1,859.43	
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	56351	28.52	1/2	82.00	6,734.00	14,030.62	20,764.62	6.00	16,682.75		2,138.81	18,821.57	752.74	1,750.00	C9D2	42,088.94	98,439.58	\$ 1,893.07	
Operator 1 in 3	SW092	LGE 9	53637	27.14	1/3	54.67	4,489.33	8,903.25	13,392.58	6.00	10,586.18		1,357.20	11,943.38	752.74	1,750.00	WC93	27,838.70	81,475.33	\$ 1,566.83	
Operator+ 2% for Cert 3	SWC93	LGE 9	54709	27.69	1/3	54.67	4,489.33	9,081.31	13,570.64	6.00	10,797.90		1,384.35	12,182.25	752.74	1,750.00	C393	28,255.63	82,964.99	\$ 1,595.48	
Operator+ 3% for dual plant	SW093	LGE 9	55246	27.96	1/3	54.67	4,489.33	9,170.34	13,659.68	6.00	10,903.76		1,397.92	12,301.68	752.74	1,750.00	DC93	28,464.10	83,709.82	\$ 1,609.80	
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	56351	28.52	1/3	54.67	4,489.33	9,353.75	13,843.08	6.00	11,121.84		1,425.88	12,547.71	752.74	1,750.00	C9D3	28,893.54	85,244.18	\$ 1,639.31	
Operator 1 in 4	SW092	LGE 9	53637	27.14	1/4	41.00	3,367.00	6,677.43	10,044.43	6.00	7,939.63		1,017.90	8,957.53	752.74	1,750.00	WC94	21,504.71	75,141.34	\$ 1,445.03	
Operator+ 2% for Cert 3	SWC93	LGE 9	54709	27.69	1/4	41.00	3,367.00	6,810.98	10,177.98	6.00	8,098.42		1,038.26	9,136.68	752.74	1,750.00	C394	21,817.41	76,526.77	\$ 1,471.67	
Operator+ 3% for dual plant	SW093	LGE 9	55246	27.96	1/4	41.00	3,367.00	6,877.76	10,244.76	6.00	8,177.82		1,048.44	9,226.26	752.74	1,750.00	DC94	21,973.76	77,219.48	\$ 1,484.99	
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	56351	28.52	1/4	41.00	3,367.00	7,015.31	10,382.31	6.00	8,341.38		1,069.41	9,410.78	752.74	1,750.00	C9D4	22,295.84	78,646.48	\$ 1,512.43	
Operator 1 in 5	SW092	LGE 9	53637	27.14	1/5	32.80	2,693.60	5,341.95	8,035.55	6.00	6,351.71		814.32	7,166.03	752.74	1,750.00	WC95	17,704.32	71,340.94	\$ 1,371.94	
Operator+ 2% for Cert 3	SWC93	LGE 9	54709	27.69	1/5	32.80	2,693.60	5,448.79	8,142.39	6.00	6,478.74		830.61	7,309.35	752.74	1,750.00	C395	17,954.48	72,663.84	\$ 1,397.38	
Operator+ 3% for dual plant	SW093	LGE 9	55246	27.96	1/5	32.80	2,693.60	5,502.21	8,195.81	6.00	6,542.26		838.75	7,381.01	752.74	1,750.00	DC95	18,079.56	73,325.28	\$ 1,410.10	
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	56351	28.52	1/5	32.80	2,693.60	5,612.25	8,305.85	6.00	6,673.10		855.53	7,528.63	752.74	1,750.00	C9D5	18,337.22	74,687.86	\$ 1,436.31	
Operator Assist 1 in 2	SW072	LGE 7	50707	25.66	1/2					5.00	12,343.15		1,603.84	13,946.99	752.74	1,750.00	WC72	16,449.74	67,156.74	\$ 1,291.48	
Operator Assist + 3% for dual plant	SW073	LGE 7	52228	26.43	1/2					5.00	12,713.45		1,651.96	14,365.40	752.74	1,750.00	DC72	16,868.15	69,096.36	\$ 1,328.78	
Operator Assist 1 in 3	SW072	LGE 7	50707	25.66	1/3					5.00	8,228.77		1,069.23	9,297.99	752.74	1,750.00	WC73	11,800.74	62,507.74	\$ 1,202.07	
Operator Assist + 3% for dual plant	SW073	LGE 7	52228	26.43	1/3					5.00	8,475.63		1,101.30	9,576.93	752.74	1,750.00	DC73	12,079.68	64,307.89	\$ 1,236.69	
Operator Assist 1 in 4	SW072	LGE 7	50707	25.66	1/4					5.00	6,171.58		801.92	6,973.50	752.74	1,750.00	WC74	9,476.24	60,183.24	\$ 1,157.37	
Operator Assist + 3% for dual plant	SW073	LGE 7	52228	26.43	1/4					5.00	6,356.72		825.98	7,182.70	752.74	1,750.00	DC74	9,685.44	61,913.65	\$ 1,190.65	
Operator Assist 1 in 5	SW072	LGE 7	50707	25.66	1/5					5.00	4,937.26		641.54	5,578.80	752.74	1,750.00	WC75	8,081.54	58,788.54	\$ 1,130.55	
Operator Assist + 3% for dual plant	SW073	LGE 7	52228	26.43	1/5					5.00	5,085.38		660.78	5,746.16	752.74	1,750.00	DC75	8,248.90	60,477.11	\$ 1,163.02	
Operator Assistant 1 in 2	SW062	LGE 6	49263	24.93	1/2					5.00	11,991.65		1,558.17	13,549.82	752.74	1,750.00	WC62	16,052.56	65,315.56	\$ 1,256.07	
Operator Assistant 1 in 3	SW062	LGE 6	49263	24.93	1/3					5.00	7,994.43		1,038.78	9,033.21	752.74	1,750.00	WC63	11,535.96	60,798.96	\$ 1,169.21	
Operator Assistant 1 in 4	SW062	LGE 6	49263	24.93	1/4					5.00	5,995.83		779.08	6,774.91	752.74	1,750.00	WC64	9,277.65	58,540.65	\$ 1,125.78	
Operator Assistant 1 in 5	SW062	LGE 6	49263	24.93	1/5					5.00	4,796.66		623.27	5,419.93	752.74	1,750.00	WC65	7,922.67	57,185.67	\$ 1,099.72	

Pay Rates As At: 1 July 2012																				
Elanora Wastewater Treatment Plant		Enter Call out No as per LAA		128		\$259.00														
Operator 1 in 2	SW092	LGE 9	53637	27.14	1/2	64.00	6,734.00	10,423.31	17,157.31	6.00	15,879.26		2,035.80	17,915.07	752.74	1,750.00	WE92	37,575.12	91,211.75	\$ 1,754.07
Operator+ 2% for Cert 3	SWC93	LGE 9	54709	27.69	1/2	64.00	6,734.00	10,631.78	17,365.78	6.00	16,196.85		2,076.52	18,273.37	752.74	1,750.00	E392	38,141.89	92,851.25	\$ 1,785.60
Operator+ 3% for dual plant	SW093	LGE 9	55246	27.96	1/2	64.00	6,734.00	10,736.01	17,470.01	6.00	16,355.64		2,096.88	18,452.52	752.74	1,750.00	DE92	38,425.27	93,671.00	\$ 1,801.37
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	56351	28.52	1/2	64.00	6,734.00	10,950.73	17,684.73	6.00	16,682.75		2,138.81	18,821.57	752.74	1,750.00	E9D2	39,009.05	95,359.68	\$ 1,833.84
Operator 1 in 3	SW092	LGE 9	53637	27.14	1/3	42.67	4,489.33	6,948.87	11,438.21	6.00	10,586.18		1,357.20	11,943.38	752.74	1,750.00	WE93	25,884.33	79,520.96	\$ 1,529.25
Operator+ 2% for Cert 3	SWC93	LGE 9	54709	27.69	1/3	42.67	4,489.33	7,087.85	11,577.19	6.00	10,797.90		1,384.35	12,182.25	752.74	1,750.00	E393	26,262.18	80,971.53	\$ 1,557.14
Operator+ 3% for dual plant	SW093	LGE 9	55246	27.96	1/3	42.67	4,489.33	7,157.34	11,646.67	6.00	10,903.76		1,397.92	12,301.68	752.74	1,750.00	DE93	26,451.10	81,696.82	\$ 1,571.09
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	56351	28.52	1/3	42.67	4,489.33	7,300.49	11,789.82	6.00	11,121.84		1,425.88	12,547.71	752.74	1,750.00	E9D3	26,840.28	83,190.92	\$ 1,599.83
Operator 1 in 4	SW092	LGE 9	53637	27.14	1/4	32.00	3,367.00	5,211.66	8,578.66	6.00	7,939.63		1,017.90	8,957.53	752.74	1,750.00	WE94	20,038.93	73,675.56	\$ 1,416.84
Operator+ 2% for Cert 3	SWC93	LGE 9	54709	27.69	1/4	32.00	3,367.00	5,315.89	8,682.89	6.00	8,098.42		1,038.26	9,136.68	752.74	1,750.00	E394	20,322.32	75,031.68	\$ 1,442.92
Operator+ 3% for dual plant	SW093	LGE 9	55246	27.96	1/4	32.00	3,367.00	5,368.01	8,735.01	6.00	8,177.82		1,048.44	9,226.26	752.74	1,750.00	DE94	20,464.01	75,709.73	\$ 1,455.96
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	56351	28.52	1/4	32.00	3,367.00	5,475.37	8,842.37	6.00	8,341.38		1,069.41	9,410.78	752.74	1,750.00	E9D4	20,755.89	77,106.53	\$ 1,482.82
Operator 1 in 5	SW092	LGE 9	53637	27.14	1/5	25.60	2,693.60	4,169.32	6,862.92	6.00	6,351.71		814.32	7,166.03	752.74	1,750.00	WE95	16,531.70	70,168.32	\$ 1,349.39
Operator+ 2% for Cert 3	SWC93	LGE 9	54709	27.69	1/5	25.60	2,693.60	4,252.71	6,946.31	6.00	6,478.74		830.61	7,309.35	752.74	1,750.00	E395	16,758.40	71,467.76	\$ 1,374.38
Operator+ 3% for dual plant	SW093	LGE 9	55246	27.96	1/5	25.60	2,693.60	4,294.40	6,988.00	6.00	6,542.26		838.75	7,381.01	752.74	1,750.00	DE95	16,871.76	72,117.48	\$ 1,386.87
Operator+ 3% for dual plant+2% for Cert 3	SW932	LGE 9	56351	28.52	1/5	25.60	2,693.60	4,380.29	7,073.89	6.00	6,673.10		855.53	7,528.63	752.74	1,750.00	E9D5	17,105.26	73,455.90	\$ 1,412.61
Operator Assist 1 in 2	SW072	LGE 7	50707	25.66	1/2					6.00	15,011.94	6,004.78	1,924.61	22,941.32	752.74	1,750.00	WE72	25,444.07	76,151.07	\$ 1,464.44
Operator Assist 1 in 3	SW072	LGE 7	50707	25.66	1/3					6.00	10,007.96	6,004.78	1,283.07	17,295.81	752.74	1,750.00	WE73	19,798.55	70,505.55	\$ 1,355.88
Operator Assist 1 in 4	SW072	LGE 7	50707	25.66	1/4					6.00	7,505.97	6,004.78	962.30	14,473.05	752.74	1,750.00	WE74	16,975.79	67,682.79	\$ 1,301.59
Operator Assistant 1 in 2	SW062	LGE 6	49263	24.93	1/2					6.00	14,584.44	5,833.78	1,869.80	22,288.02	752.74	1,750.00	WE62	24,790.76	74,053.76	\$ 1,424.11
Operator Assistant 1 in 3	SW062	LGE 6	49263	24.93	1/3					6.00	9,722.96	5,833.78	1,246.53	16,803.27	752.74	1,750.00	WE63	19,306.01	68,569.01	\$ 1,318.63
Operator Assistant 1 in 4	SW062	LGE 6	49263	24.93	1/4					6.00	7,292.22	5,833.78	934.90	14,060.90	752.74	1,750.00	WE64	16,563.64	65,826.64	\$ 1,265.90



Pay Rates As At: 1 July 2012																					
Elanora Wastewater Treatment Plant				Enter Call out No as per LAA 128				\$259.00													
Operator 1 in 2		SW092	LGE 9	53637	27.14	1/2	64.00	6,734.00	10,423.31	17,157.31	6.00	15,879.26		2,035.80	17,915.07	752.74	1,750.00	WE92	37,575.12	91,211.75	\$ 1,754.07
Operator+ 2% for Cert 3		SWC93	LGE 9	54709	27.69	1/2	64.00	6,734.00	10,631.78	17,365.78	6.00	16,196.85		2,076.52	18,273.37	752.74	1,750.00	E392	38,141.89	92,851.25	\$ 1,785.60
Operator+ 3% for dual plant		SW093	LGE 9	55246	27.96	1/2	64.00	6,734.00	10,736.01	17,470.01	6.00	16,355.64		2,096.88	18,452.52	752.74	1,750.00	DE92	38,425.27	93,671.00	\$ 1,801.37
Operator+ 3% for dual plant+2% for Cert 3		SW932	LGE 9	56351	28.52	1/2	64.00	6,734.00	10,950.73	17,684.73	6.00	16,682.75		2,138.81	18,821.57	752.74	1,750.00	E9D2	39,009.05	95,359.68	\$ 1,833.84
Operator 1 in 3		SW092	LGE 9	53637	27.14	1/3	42.67	4,489.33	6,948.87	11,438.21	6.00	10,586.18		1,357.20	11,943.38	752.74	1,750.00	WE93	25,884.33	79,520.96	\$ 1,529.25
Operator+ 2% for Cert 3		SWC93	LGE 9	54709	27.69	1/3	42.67	4,489.33	7,087.85	11,577.19	6.00	10,797.90		1,384.35	12,182.25	752.74	1,750.00	E393	26,262.18	80,971.53	\$ 1,557.14
Operator+ 3% for dual plant		SW093	LGE 9	55246	27.96	1/3	42.67	4,489.33	7,157.34	11,646.67	6.00	10,903.76		1,397.92	12,301.68	752.74	1,750.00	DE93	26,451.10	81,696.82	\$ 1,571.09
Operator+ 3% for dual plant+2% for Cert 3		SW932	LGE 9	56351	28.52	1/3	42.67	4,489.33	7,300.49	11,789.82	6.00	11,121.84		1,425.88	12,547.71	752.74	1,750.00	E9D3	26,840.28	83,190.92	\$ 1,599.83
Operator 1 in 4		SW092	LGE 9	53637	27.14	1/4	32.00	3,367.00	5,211.66	8,578.66	6.00	7,939.63		1,017.90	8,957.53	752.74	1,750.00	WE94	20,038.93	73,675.56	\$ 1,416.84
Operator+ 2% for Cert 3		SWC93	LGE 9	54709	27.69	1/4	32.00	3,367.00	5,315.89	8,682.89	6.00	8,098.42		1,038.26	9,136.68	752.74	1,750.00	E394	20,322.32	75,031.68	\$ 1,442.92
Operator+ 3% for dual plant		SW093	LGE 9	55246	27.96	1/4	32.00	3,367.00	5,368.01	8,735.01	6.00	8,177.82		1,048.44	9,226.26	752.74	1,750.00	DE94	20,464.01	75,709.73	\$ 1,455.96
Operator+ 3% for dual plant+2% for Cert 3		SW932	LGE 9	56351	28.52	1/4	32.00	3,367.00	5,475.37	8,842.37	6.00	8,341.38		1,069.41	9,410.78	752.74	1,750.00	E9D4	20,755.89	77,106.53	\$ 1,482.82
Operator 1 in 5		SW092	LGE 9	53637	27.14	1/5	25.60	2,693.60	4,169.32	6,862.92	6.00	6,351.71		814.32	7,166.03	752.74	1,750.00	WE95	16,531.70	70,168.32	\$ 1,349.39
Operator+ 2% for Cert 3		SWC93	LGE 9	54709	27.69	1/5	25.60	2,693.60	4,252.71	6,946.31	6.00	6,478.74		830.61	7,309.35	752.74	1,750.00	E395	16,758.40	71,467.76	\$ 1,374.38
Operator+ 3% for dual plant		SW093	LGE 9	55246	27.96	1/5	25.60	2,693.60	4,294.40	6,988.00	6.00	6,542.26		838.75	7,381.01	752.74	1,750.00	DE95	16,871.76	72,117.48	\$ 1,386.87
Operator+ 3% for dual plant+2% for Cert 3		SW932	LGE 9	56351	28.52	1/5	25.60	2,693.60	4,380.29	7,073.89	6.00	6,673.10		855.53	7,528.63	752.74	1,750.00	E9D5	17,105.26	73,455.90	\$ 1,412.61
Operator Assist 1 in 2		SW072	LGE 7	50707	25.66	1/2					6.00	15,011.94	6,004.78	1,924.61	22,941.32	752.74	1,750.00	WE72	25,444.07	76,151.07	\$ 1,464.44
Operator Assist 1 in 3		SW072	LGE 7	50707	25.66	1/3					6.00	10,007.96	6,004.78	1,283.07	17,295.81	752.74	1,750.00	WE73	19,798.55	70,505.55	\$ 1,355.88
Operator Assist 1 in 4		SW072	LGE 7	50707	25.66	1/4					6.00	7,505.97	6,004.78	962.30	14,473.05	752.74	1,750.00	WE74	16,975.79	67,682.79	\$ 1,301.59
Operator Assistant 1 in 2		SW062	LGE 6	49263	24.93	1/2					6.00	14,584.44	5,833.78	1,869.80	22,288.02	752.74	1,750.00	WE62	24,790.76	74,053.76	\$ 1,424.11
Operator Assistant 1 in 3		SW062	LGE 6	49263	24.93	1/3					6.00	9,722.96	5,833.78	1,246.53	16,803.27	752.74	1,750.00	WE63	19,306.01	68,569.01	\$ 1,318.63
Operator Assistant 1 in 4		SW062	LGE 6	49263	24.93	1/4					6.00	7,292.22	5,833.78	934.90	14,060.90	752.74	1,750.00	WE64	16,563.64	65,826.64	\$ 1,265.90
Pay Rates As At: 1 July 2012																					
Merrimac Wastewater Treatment Plant				Enter Call out No as per LAA 106				\$259.00													
Operator 1 in 2		SW092	LGE 9	53637	27.14	1/2	53.00	6,734.00	8,631.81	15,365.81	6.00	15,879.26		2,035.80	17,915.07	752.74	1,750.00	WM92	35,783.62	89,420.24	\$ 1,719.62
Operator+ 2% for Cert 3		SWC93	LGE 9	54709	27.69	1/2	53.00	6,734.00	8,804.44	15,538.44	6.00	16,196.85		2,076.52	18,273.37	752.74	1,750.00	M392	36,314.55	91,023.91	\$ 1,750.46
Operator+ 3% for dual plant		SW093	LGE 9	55246	27.96	1/2	53.00	6,734.00	8,890.76	15,624.76	6.00	16,355.64		2,096.88	18,452.52	752.74	1,750.00	DM92	36,580.02	91,825.75	\$ 1,765.88
Operator+ 3% for dual plant+2% for Cert 3		SW932	LGE 9	56351	28.52	1/2	53.00	6,734.00	9,068.57	15,802.57	6.00	16,682.75		2,138.81	18,821.57	752.74	1,750.00	M9D2	37,126.89	93,477.53	\$ 1,797.64
Operator 1 in 3		SW092	LGE 9	53637	27.14	1/3	35.33	4,489.33	5,754.54	10,243.87	6.00	10,586.18		1,357.20	11,943.38	752.74	1,750.00	WM93	24,689.99	78,326.62	\$ 1,506.28
Operator+ 2% for Cert 3		SWC93	LGE 9	54709	27.69	1/3	35.33	4,489.33	5,869.63	10,358.96	6.00	10,797.90		1,384.35	12,182.25	752.74	1,750.00	M393	25,043.95	79,753.31	\$ 1,533.72
Operator+ 3% for dual plant		SW093	LGE 9	55246	27.96	1/3	35.33	4,489.33	5,927.17	10,416.51	6.00	10,903.76		1,397.92	12,301.68	752.74	1,750.00	DM93	25,220.93	80,466.65	\$ 1,547.44
Operator+ 3% for dual plant+2% for Cert 3		SW932	LGE 9	56351	28.52	1/3	35.33	4,489.33	6,045.72	10,535.05	6.00	11,121.84		1,425.88	12,547.71	752.74	1,750.00	M9D3	25,585.51	81,936.15	\$ 1,575.70
Operator 1 in 4		SW092	LGE 9	53637	27.14	1/4	26.50	3,367.00	4,315.90	7,682.90	6.00	7,939.63		1,017.90	8,957.53	752.74	1,750.00	WM94	19,143.18	72,779.81	\$ 1,399.61
Operator+ 2% for Cert 3		SWC93	LGE 9	54709	27.69	1/4	26.50	3,367.00	4,402.22	7,769.22	6.00	8,098.42		1,038.26	9,136.68	752.74	1,750.00	M394	19,408.65	74,118.01	\$ 1,425.35
Operator+ 3% for dual plant		SW093	LGE 9	55246	27.96	1/4	26.50	3,367.00	4,445.38	7,812.38	6.00	8,177.82		1,048.44	9,226.26	752.74	1,750.00	DM94	19,541.38	74,787.11	\$ 1,438.21
Operator+ 3% for dual plant+2% for Cert 3		SW932	LGE 9	56351	28.52	1/4	26.50	3,367.00	4,534.29	7,901.29	6.00	8,341.38		1,069.41	9,410.78	752.74	1,750.00	W9M4	19,814.82	76,165.45	\$ 1,464.72
Operator 1 in 5		SW092	LGE 9	53637	27.14	1/5	21.20	2,693.60	3,452.72	6,146.32	6.00	6,351.71		814.32	7,166.03	752.74	1,750.00	WM95	15,815.09	69,451.72	\$ 1,335.61
Operator+ 2% for Cert 3		SWC93	LGE 9	54709	27.69	1/5	21.20	2,693.60	3,521.78	6,215.38	6.00	6,478.74		830.61	7,309.35	752.74	1,750.00	M395	16,027.47	70,736.83	\$ 1,360.32
Operator+ 3% for dual plant		SW093	LGE 9	55246	27.96	1/5	21.20	2,693.60	3,556.30	6,249.90	6.00	6,542.26		838.75	7,381.01	752.74	1,750.00	DM95	16,133.66	71,379.38	\$ 1,372.68
Operator+ 3% for dual plant+2% for Cert 3		SW932	LGE 9	56351	28.52	1/5	21.20	2,693.60	3,627.43	6,321.03	6.00	6,673.10		855.53	7,528.63	752.74	1,750.00	W9M5	16,352.40	72,703.04	\$ 1,398.14
Operator Assist 1 in 3		SW072	LGE 7	50707	25.66	1/3					5.00	8,228.77		1,069.23	9,297.99	752.74	1,750.00	WM73	11,800.74	62,507.74	\$ 1,202.07
Operator Assistant 1 in 2		SW062	LGE 6	49263	24.93	1/2					5.00	11,991.65		1,558.17	13,549.82	752.74	1,750.00	WM62	16,052.56	65,315.56	\$ 1,256.07
Operator Assistant 1 in 3		SW062	LGE 6	49263	24.93	1/3					5.00	7,994.43		1,038.78	9,033.21	752.74	1,750.00	WM63	11,535.96	60,798.96	\$ 1,169.21
Operator Assistant 1 in 4		SW062	LGE 6	49263	24.93	1/4					5.00	5,995.83		779.08	6,774.91	752.74	1,750.00	WM64	9,277.65	58,540.65	\$ 1,125.78



## **APPENDIX 1.23**

### **10 DAY FORTNIGHT ARRANGEMENTS**

The conditions applicable in this Appendix apply to employees within the classifications contained in the LGOA, and whose position is assessed in accordance with Attachment 1 of this Appendix, as requiring them to be present each working day.

Employees in the classifications described in the LGOA have a standard working fortnight totalling 72.5 hours, with those electing to work the 9-day fortnight arrangement (see Schedule D of the LGOA), working 8.06 hours per day.

However, certain positions within the classifications described in the LGOA, may be required to be present over 10 days per fortnight (and therefore not able to enjoy an RDO arrangement) and are employed on a 10-day fortnight basis, with an additional loading paid. This arrangement is set out below.

#### **DEFINITIONS**

“**Council**” means the Council of the City of Gold Coast.

“**Employee**” means those employees who are working under the ten day fortnight conditions as set out in this Appendix.

“**QSU**” means the Queensland Services Union.

“**APESMA**” means the Association of Professional Engineers, Scientists and Managers Australia.

“**Relevant Parties**” means the QSU and APESMA.

#### **1. TEN DAY FORTNIGHT (14% Loading)**

##### **1.1 Hours of Duty**

The standard hours of work for employees working under this arrangement shall be 8.06 hours per day, 40.3 hours per week, worked over a ten-day fortnight. Employees working under this arrangement are not entitled to a RDO as per the nine-day fortnight arrangements.

The spread of hours are 6.00am to 6.00pm. To ensure the operational requirements of each Branch/Work Unit are met, start and finish times within the spread of hours can be negotiated at the workplace level by mutual agreement. Provided that the continuous hours worked before overtime is paid shall remain at 8.06 hours per day.

All other terms and conditions for employees under this arrangement, in relation to Hours of Duty, will remain as per the LGOA.

##### **1.2 Remuneration**

It is recognised by the parties that the standard hours of work under the 10 day fortnight arrangement are in excess of the provisions as contained within the LGOA. Therefore, a

premium payment of 14% of the employee's base annual salary shall be paid to employees working under this Arrangement. This additional, all purpose payment will form part of the employees base salary and is paid to compensate employees for working a ten day fortnight without a Rostered Day Off.

### **1.3 Overtime**

Hours worked in excess of those specified above in 1.1 Hours of Duty will be subject to the overtime provisions as contained within the LGOA.

Any additional time worked must be approved by the Branch Manager prior to being worked.

### **1.4 Number of 10 Day Positions**

Agreement has been reached that a maximum of 500 positions shall be in place at any time. If the cap is reached during the life of the Agreement, additional positions may be established by agreement in writing between Council and the Branch Secretaries of the relevant parties in writing, on a case-by-case basis. Electronic communication via email will be deemed to be written communication for this purpose.

### **1.5 Removal from 10 Day Fortnight positions**

Where a position is classified as a 10 day fortnight position in accordance with these arrangements, and subsequently it is determined by management that the position must revert to a nine day fortnight, due to operational or structural requirements, the incumbent employee will be given six (6) months' notice before the change is effected.

### **1.6 Hours of Duty**

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

8.00am	Commence work
10 minute	Tea break to be taken mid-morning
45 minute	Lunch break taken between noon and 2pm
4.40pm	Finish work.

Notwithstanding the above, the Queensland Local Government Officers' Award 1998, spread of hours (6am to 6pm) remains in place. This spread of hours is available to ensure flexibility in relation to the start and finish times so that each Branch / Work Unit is able to set the employee's hours of work to meet their own operational requirements by mutual agreement in writing with the employee.

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

## **2. STAFF AT LEVELS 1 TO 5**

It would be unusual for Council to require staff classified at levels 1 to 5 (of the LGOA) to work a 10-day fortnight arrangement as detailed above. Where Council believes it is necessary for a position

within these classification levels to work a 10-day fortnight (with the 14% loading provisions as above), the 10 day fortnight criteria (as set in Attachment 2 to this Appendix) must be met, and approval by the relevant parties will be required before any such arrangement is offered or entered into.

Existing 10-day fortnight positions at levels 1-5 that do not meet the criteria for the 10-day fortnight (as set in Attachment 2 to this Appendix), and which become vacant for any reason, the position will revert back to a 9-day fortnight working arrangement.

### **3. STAFF AT LEVELS 6 TO 8**

Positions at classified at levels 6,7 and 8 (of the LGOA) may be required to work a 10-day fortnight in accordance with the conditions applicable under the 10-day fortnight (14% loading) provisions (above); approval by the relevant parties will not be required in respect of positions at these levels. However, employees at those levels currently working a 9-day fortnight will not have their existing positions converted to the 10-day fortnight (14% loading) arrangement, unless it is by agreement with the employee.

If a converted 10 day fortnight position classified at level 6, 7 and 8 becomes vacant for any reason, the position will revert back to a 9 day fortnight working arrangement subject to Councils right to review and determine whether the position should be again converted to a 10 day fortnight position.

### **4. NINETEEN DAY MONTH**

It is recognised by the parties that due to operational commitments, some positions within Council are required to work extended hours each day. The 19 day month provisions only apply in these cases.

The standard hours for a nineteen-day month is 8.4 hours per day or 42 hours per week. For working these extended hours the employee is entitled to both one day off per month and the 14% loading of the ten day fortnight.

This daily hours worked under the 19 day month will generally be worked from 8 am to 5.03 pm daily; this arrangement of 19 days at 23 minutes (ordinary time) extra per day, amounts to an accrual of 7 hours 28 minutes per month. Therefore enabling enough time to be accumulated for the one day off a month. The employee must work 19 full days (excluding sick leave, annual leave, etc.) before they are entitled to take a day off. The day off is to be taken at a time mutually agreed between the Supervisor and the employee.

No new 19 day month arrangements will be entered into from the date of signing of this Agreement. If the position becomes vacant for any reason it will revert to a nine day fortnight working arrangement or except where the position meets the requirements to be classified as a 10 day fortnight position in accordance with these arrangements.

All other conditions of employment, such as leave accruals, remain unchanged under this arrangement.

### **5. PAY-OUT OF EXISTING BANKED ROSTERED DAYS OFF**

It is recognised that employees who move to a 10 day fortnight arrangement may do so with a number of Banked Rostered Days Off.

These employees will have the option to have their Banked Rostered Days Off paid out at single time rates subject to mutual agreement between the employee and the Council.

## **6. PROJECT WORK**

Staff performing project work for periods of up to six (6) months may work the ten-day fortnight under the terms of this Appendix.

### ***ATTACHMENT 1***

#### ***PRINCIPLES FOR IMPLEMENTING TEN DAY FORTNIGHT***

As a limit of 500 positions have been agreed to under the terms of this Appendix, it is mandatory that positions meet following procedure and criteria to be considered as a designated 10-day fortnight position:

##### *Procedure*

1. Only a Manager can make application to have a position considered for ten days fortnight (14% loading) arrangement. An employee wishing to move to a ten day fortnight cannot submit an application.
2. The Manager must prepare a written business case as to why the position should be converted to a ten day fortnight (14% loading) arrangement. This business case must address all the criteria as listed in the section dealing with criteria and procedures as attached. Applications that do not address the criteria will not be considered for review.
3. The Manager submits the written application to their Director.
4. The Director will review the application and make recommendation and be accountable for all information contained in the application.
5. If the Director supports the application, it is forwarded to the People & Culture Manager. If the Director rejects the application, it is returned to the relevant Manager.
6. People & Culture will review the application. Where the position is at levels 1 to 5, consultation will occur with the relevant Union/s; for these positions, the application must be approved by the Union to progress past this step (note that the consultation with the Union will only relate to the position, and not to any person who may occupy the position). If agreement is unable to be reached at this step the Grievance/Dispute Avoidance and Settlement Procedures may be utilised (as contained in Part 1 of this Agreement). Positions at levels 6, 7 and 8 will not require approval from the relevant parties. However, employees at those levels currently working a 9-day fortnight will not have their existing positions converted to the 10 day fortnight (14% loading) arrangement, unless it is by agreement with the employee.
7. The file is returned to the People & Culture Branch who are responsible for advising the Manager of the outcome. People & Culture prepare the appropriate letters and forward to the Director for signing. All successful applications must be approved by the Chief Executive Officer.

8. The signed letter is forwarded to the Manager to hand to the employee.

## ***ATTACHMENT 2***

### **Ten Day Fortnight Criteria**

To make an application for a position to be reviewed as a ten day fortnight (14% loading) arrangement, the following criteria must be addressed in the written business case. The Manager is welcome to submit any other relevant information that would support the application. Applications that do not address the criteria will not be considered for review.

#### **Criteria:**

1. Outline why the position is required ten days per fortnight, clarifying the essential work the position is responsible for. Points to consider include:
  - ☐ Quantifiable impact if the position is not available ten days
  - ☐ Critical response
  - ☐ Sole/single operator position
  - ☐ Support staff available
  - ☐ Responsiveness to Councillors/council meetings
  - ☐ Cross Directorate/Branch/Section requirements
  - ☐ Ramifications and impact on other Council officers
2. Define the impact the position has on critical customer service, standards for quality and on-time delivery. What would be the impact to Council and/or the community if the position remained on the nine day fortnight conditions?
3. Outline what other options have been considered before making this application. For example:
  - ☐ Changing the days of RDO's
  - ☐ Looking at rostering options
  - ☐ Job share
  - ☐ Staggered lunch breaks
  - ☐ 36.25hrs/wk. spread over ten days
  - ☐ Reorganising existing staff to support the role
4. What are the additional costs if made a ten day fortnight position and how will it be funded?

