

# **QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 - s 193 - certification of an agreement*

Cairns Regional Council

AND

The Australian Workers' Union of Employees, Queensland

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

Queensland Services, Industrial Union of Employees

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

The Electrical Trades Union of Employees Queensland

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

United Voice, Industrial Union of Employees, Queensland

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

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

*(Matter No. CB/2022/53)*

## **CAIRNS REGIONAL COUNCIL CERTIFIED AGREEMENT 2021**

### **Certificate of Approval**

On 16 June 2022, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016* (Qld):

**Name of Agreement:** **CAIRNS REGIONAL COUNCIL CERTIFIED AGREEMENT 2021**

**Parties to the Agreement:**

- Cairns Regional Council
- The Australian Workers' Union of Employees, Queensland
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Queensland Services, Industrial Union of Employees
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- The Electrical Trades Union of Employees Queensland
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- United Voice, Industrial Union of Employees, Queensland

- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

**Operative Date:** 16 June 2022

**Nominal Expiry Date:** 30 June 2025

**Previous Agreement:** Cairns Regional Council Certified Agreement 2019

**Termination Date of  
Previous Agreement:** 16 June 2022

By the Commission

J.M. POWER  
Industrial Commissioner

16 June 2022



## **CAIRNS REGIONAL COUNCIL CERTIFIED AGREEMENT 2021**

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# 1. EBA ARRANGEMENTS & OPERATION

## 1.1. Title

This Agreement shall be known as the Cairns Regional Council Certified Agreement 2021.

## 1.2. Intent

- 1.2.1. Cairns Regional Council is committed to providing for community needs by ensuring the services and facilities Council provides are of the highest standards. Cairns Regional Council's purpose is "Serving the Community". Council aims to employ the best expertise available to meet the needs of the community and, simultaneously, to focus on the need to plan for future generations.
- 1.2.2. It is important to Council to be identified as an employer of choice, providing a range of remunerative and non-remunerative benefits to Employees. Council is concerned to develop a culture of trust between management and Employees, which provides a safe environment for all Employees to apply their knowledge and skills and to further develop their ability to serve the community.
- 1.2.3. The parties agree that the intent of this Agreement is to:
  - 1.2.3.1. Improve productivity and efficiency within the Council.
  - 1.2.3.2. Increase both accountability and responsiveness to the community and to deliver significant benefits to the customers of the Council.
  - 1.2.3.3. Facilitate participation by Council management, Employees and their Unions and customers in the continuous improvement process, including the development of more efficient work practices and quality improvement initiatives.
  - 1.2.3.4. Facilitate greater flexibility of working arrangements within the framework of this Agreement.
  - 1.2.3.5. Ensure a contribution to local government reform, using a consultative approach.
  - 1.2.3.6. Provide certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of the Agreement.
  - 1.2.3.7. Provide the time, resources, processes and people for the above to occur.
  - 1.2.3.8. Ensure that all Parties use their best endeavours to maintain employment security for all current Employees by developing a productive and competitive workforce.
  - 1.2.3.9. Continually introduce work practices, job redesign and working arrangements whereby any skill can be used, provided the Employee is competent to perform such skill and it is legal, safe and practical to do so. The Parties agree that work will be performed limited only by the following:-
    - a) the Employee possessing any required licence or certificate;
    - b) an Employee's competence to perform such work;
    - c) that the work can be performed safely, having regard to the individual and the organisation as a whole; and
    - d) all Employees with certified training and work experience will undertake their main tasks and other tasks which are incidental, peripheral, practical and appropriate to their main tasks.



### 1.3. Parties Bound and Coverage

- 1.3.1. Subject to Clause 1.3.2 (Exemption Senior Officers) of this Agreement shall be binding on the “Parties” being the Cairns Regional Council, (hereinafter referred to as the “Council”), the current and future Employees of the Council who are employed at any site owned, managed or controlled by the Council and to each of the Unions set out in the list below who make this Agreement by signing it, after approval of the Agreement by a valid majority of the Employees and prior to the Agreement being lodged for certification with the Queensland Industrial Relations Commission:-
- 1.3.1.1. The Australian Workers' Union of Employees, Queensland (AWU);
  - 1.3.1.2. The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU);
  - 1.3.1.3. The Services Union (TSU) Queensland Services, Industrial Union of Employees;
  - 1.3.1.4. Australian Manufacturing Workers Union (AMWU) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
  - 1.3.1.5. The Electrical Trades Union of Employees Queensland (ETU);
  - 1.3.1.6. Plumbers & Gasfitters Employees' Union of Queensland, Union of Employees (PGEU);
  - 1.3.1.7. United Voice, Industrial Union of Employees, Queensland (UVQ);
  - 1.3.1.8. The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA)
  - 1.3.1.9. Transport Workers Union (TWU)
- 1.3.2. Exemption of Senior Officers
- 1.3.2.1. This Agreement shall not apply to any employer in respect of a senior officer whose is exempt as per clause 4.2 Section 1 – Division 2 of the Queensland Local Government Award Stream A – State - 2017.

### 1.4. Operative Date and Duration

- 1.4.1. This Agreement shall commence operation from the date of certification of the Agreement by the Queensland Industrial Relations Commission and remain in force with a nominal expiry date of 30 June 2025.
- 1.4.2. The Parties agree that negotiations for the next certified Agreement will commence six (6) months before the expiry date of this Agreement unless otherwise agreed.

### 1.5. Definitions

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

“Officer Award Employees” means all Employees of the Council who are subject to the Award listed in Clause 1.6.2.1 of this Agreement.

“Immediate Family or Household” includes:

- Employee’s spouse, including a former spouse, a de-facto spouse or former de-facto spouse, (including a spouse of the same sex as the Employee); and
- A child, ex-nuptial child, stepchild, adopted child, ex-foster child of the Employee or Employees’ spouse; and
- Parent, grandparent, grandchild, sister or brother of the Employee and of the Employee’s spouse (such as the Employee’s mother-in-law, father-in-law, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law); and

- Step-father, step-mother, (also big uncle or big aunt of an indigenous Employee) half-brother, half-sister, step-brother and step-sister of the Employee; and
- Those who permanently live in the Employee's household.

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

“State Award Employees” means all Employees of Council who are subject to the Awards listed in clauses 1.6.2.1, 1.6.2.2 and 1.6.2.3 of this Agreement.

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

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

## **1.6. Award Relationship**

- 1.6.1. This Agreement shall be read and interpreted wholly in conjunction with the terms of the parent Awards listed below as they stood as at the certification date of this Agreement. Provided that where there is any inconsistency between the expressed terms of this Agreement and the terms of the parent Awards listed below as they stood as at the date of certification of this Agreement, the expressed terms of this Agreement shall take precedence to the extent of the inconsistency.
- 1.6.2. The parent Awards are:
  - 1.6.2.1. Queensland Local Government Industry Award (Stream A) – State 2017
  - 1.6.2.2. Queensland Local Government Industry Award (Stream B) – State 2017
  - 1.6.2.3. Queensland Local Government Industry Award (Stream C) – State 2017
  - 1.6.2.4. Order – Apprentices' and Trainees Wages and Conditions (excluding Certain Queensland Government Entities) 2003
- 1.6.3. To avoid doubt, should there be changes to the parent Awards listed above, it is the intention of the parties that such changes shall not affect the terms of this Agreement.

## **1.7. No Extra Claims**

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

## **1.8. Access to Agreement**

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

## **1.9. Employment Security / Voluntary Redundancy**

- 1.9.1. Council is committed to continually improving the job security of all Employees and maintaining a stable and productive workforce. Council commits to employment security by:
  - 1.9.1.1. Training and educating Employees and providing retraining where appropriate;
  - 1.9.1.2. Career development and equal opportunity;
  - 1.9.1.3. Timely advice to the Parties and Employees about any significant re-allocation of labour; and

- 1.9.1.4. The Council continuing to manage its workforce to achieve efficiencies and continuous improvement of work practices;
- 1.9.2. Council is committed to employment security for its Employees through no forced redundancies. Council will not forcibly retrench any Employee for the duration of this Agreement. While it is acknowledged that positions may be restructured as a result of organisational and technological change, this will be managed in the first instance through natural attrition, redeployment/retraining, job redesign, and then voluntary redundancy only as a last resort.
- 1.9.3. The objectives of this clause are:
  - 1.9.3.1. to maintain, where possible, Employees whose positions have become redundant in continued employment within Council;
  - 1.9.3.2. to retrain such Employees where necessary;
  - 1.9.3.3. to set the minimum voluntary redundancy compensation to be paid to Employees who accept a voluntary redundancy when offered; and
  - 1.9.3.4. to assist Employees to find employment outside the service of Council.
- 1.9.4. Where it appears that a position or positions are likely to become redundant the Council shall, at the earliest practicable time, commence consultation per clause 2.1 of this Agreement.
- 1.9.5. In addition to 1.9.4 the following will be provided to the Union/s:
  - 1.9.5.1. the reasons for the position or positions being redundant;
  - 1.9.5.2. the number, classification, location and details of the redundant position or positions;
  - 1.9.5.3. presentation of an organisation plan of the work unit concerned.
- 1.9.6. Discussion with the Union/s shall include:
  - 1.9.6.1. the method of identifying positions as redundant, having regard to the efficient and economical working of the enterprise;
  - 1.9.6.2. advice and the timing of the advice to Employees.
- 1.9.7. This clause shall not apply in any of the following circumstances:
  - 1.9.7.1. where an Employee terminated employment before the expiration of the period of notice without prior approval of the Council, which approval shall not be unreasonably withheld; or
  - 1.9.7.2. where an Employee suffers a permanent injury or illness which renders that Employee otherwise incapable of continuing in employment; or
  - 1.9.7.3. where an Employee's services are terminated by reason of neglect of duty or misconduct; or
  - 1.9.7.4. where an Employee has been engaged in a casual capacity or on a short term basis, such as project employment; or
  - 1.9.7.5. where an Employee has not been engaged for a continuous period of a least 12 months.
- 1.9.8. The Council shall endeavour to find suitable alternative employment within the Council for all Employees. All such Employees shall be individually interviewed to determine what options may exist for their retraining by Council.
- 1.9.9. Where suitable alternative employment is found for an Employee at a classification with a lower rate of pay, that Employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period of 12 months, or until the rate for the lower classification exceeds the actual rate, whichever is the earlier.
- 1.9.10. Upon a determination by the Council that an Employee's position has become redundant and redeployment cannot be achieved, such Employee shall be offered a voluntary redundancy.

- 1.9.11. The minimum voluntary redundancy payment is to consist of, the period of notice of termination as prescribed by the relevant Award and two (2) weeks per year of continuous service or part thereof with a maximum of fifty-two (52) weeks applying. The Employee must receive as a minimum voluntary redundancy payment, an amount equal to the Employee's salary for four (4) weeks.
- 1.9.12. Eligible Employees are those for whom:
  - 1.9.12.1. suitable alternative employment cannot be found and;
  - 1.9.12.2. who have at least one (1) year's continuous service.
- 1.9.13. Compensation by way of voluntary redundancy benefit is compensation for loss of job security and it is not a resignation benefit.
- 1.9.14. Providing each case has the prior approval of the Employee's supervisor, reasonable leave with pay shall be granted for the purpose of attending personal employment interviews. This paragraph only applies to Employees who accept a voluntary redundancy offer.

#### **1.10. Dispute Resolution**

- 1.10.1. The objective of this procedure is to resolve grievances/disputes through discussion and negotiation. Wherever possible a resolution to grievances/disputes should be achieved through discussion at the local level.
- 1.10.2. It is Council's preference to resolve grievances through a conciliatory process wherever possible.
- 1.10.3. In the event of a grievance/dispute arising, the Employee, in the first instance, should approach their immediate supervisor and discuss the problem with a view to resolving it at that level. The discussion should take place within 24 hours and the procedure not extend beyond 7 days.
- 1.10.4. If the grievance/dispute remains unresolved, it should be referred to the next level of management and where the grievance/dispute involves an industrial organisation member, the local industrial organisation representative for discussions. This process should not extend past 7 days.
- 1.10.5. If the grievance/dispute remains unresolved, it should be referred to senior management and where the grievance/dispute involves an industrial organisation member, an official of the relevant Trade Union for discussions. This process should not exceed 7 days.
- 1.10.6. Where practicable, the steps outlined in clauses 1.10.3 to 1.10.5 herein should take place within 21 days.
- 1.10.7. If the grievance/dispute remains unresolved, discussions should take place between the industrial organisation and the Chief Executive Officer (CEO). If these discussions are unsuccessful, the matter should be referred to the Queensland Industrial Relations Commission for conciliation or arbitration.
- 1.10.8. Either party may seek the advice and/or assistance of their respective representatives at any time.
- 1.10.9. Either party may raise the issue to a higher stage at any time having regard to the issue involved.
- 1.10.10. In the event of any grievance or dispute arising between an Employee and the Council, work shall nevertheless continue in the usual manner whilst the above procedures are carried out, except where there are genuine matters of health, safety or gross misconduct involved which require otherwise.
- 1.10.11. Where a genuine health and safety issue exists, an Employee shall not work in an unsafe environment but, where appropriate, shall accept re-assignment to alternative suitable work / work environment.

## 2. COMMUNICATION AND CONSULTATION

### 2.1. Consultation Process

- 2.1.1. Council is committed to open discussion and direct consultation, equally with Employees and the Unions about workplace issues that have significant effects on them, Council's key structured mechanisms for Employee communication and consultation include but are not limited to the Joint Consultative Committee (JCC).
- 2.1.2. General communication with Employees and Union delegates will be through department, branch or work unit group meetings, newsletters and the intranet for direct Employee feedback.
- 2.1.3. Industrial matters impacting on employment terms and conditions will be communicated via the most appropriate mechanism(s) which will be influenced by the nature and scale of the matter or proposed changes.
- 2.1.4. "Significant effects" include termination of employment, major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations and the restructuring of jobs.
- 2.1.5. Where Council is considering implementing changes that are likely to have significant effects on Employees covered by this Agreement, Council will advise the affected Employees, their nominated representative and the relevant Unions of the proposed change prior to making a decision likely to be of significance to employees. Council will advise the affected Employees, their representatives and the relevant Unions of the likely significant effects on those Employees. Council will advise of the rationale and intended benefits of any such change, provided that Council shall not be required to disclose confidential information the disclosure of which would be contrary to Council's interests. Council will regularly consult with affected Employees, their nominated representatives and relevant Unions, and give prompt consideration to matters raised by the Employees or their representatives and where appropriate provide training for the Employees to assist them to adapt to the relevant changes. In accordance with this clause, Employees or their representatives and relevant Unions may submit alternative proposals to meet the indicated rationale and benefits of the proposal. Such alternative proposals must be submitted in a timely manner so as to not lead to an unreasonable delay in the introduction of any contemplated change.
- 2.1.6. If such a proposal is made, Council must give genuine consideration to the Employees, their representatives or relevant Union's proposal, and provide a written explanation where Council does not accept the alternative proposal.
- 2.1.7. Where a business decision is made by Council to implement structural, operational or technological change which does not result in a significant effect, the consultation requirements of this clause will not apply.
- 2.1.8. Such issues will be discussed in a spirit of cooperation and trust to ensure that Employees and the Unions have an opportunity to raise workplace issues, to receive sufficient information on issues that affect them, to have an opportunity to contribute their views on those issues and to have meaningful involvement in decision making. Council will use a variety of mechanisms to communicate and consult with Employees and the Unions on workplaces issues.

## 2.2. Joint Consultative Committee (JCC)

- 2.2.1. The JCC will act as a consultative body in relation to workplace issues and proposed Human Resource (HR) policy development, amendment and implementation. The JCC will meet quarterly or at other intervals as necessary and mutually agreed by the parties. The JCC will be a single Joint Consultative Committee to facilitate consultation and negotiation between Council and Union parties; and to implement the Agreement.
- 2.2.2. Responsibilities will include:
  - 2.2.2.1. Providing leadership and consultation on strategic employment matters across Council, and other acceptable matters as they arise;
  - 2.2.2.2. Providing relevant information, statistics and reports relevant to the matters being considered;
  - 2.2.2.3. Facilitate a culture of continuous improvement that is Employee focused, based on evidence and best practice;
  - 2.2.2.4. Foster a collaborative approach with all relevant stakeholders;
  - 2.2.2.5. Model appropriately a 'No Blame' culture;
  - 2.2.2.6. The application of Risk Management processes to aid decision making by identifying priorities and allocating resources as appropriate to reduce the exposure and/or to maximise potential opportunities;
  - 2.2.2.7. Improved organisational and Union communication and transparency where responsibility for safety and continual improvement permeates all levels of the organisation, with clearly understood reporting and accountability;
  - 2.2.2.8. Explore and discuss initiatives for improving the quality employment practices across Council;
  - 2.2.2.9. With respect to grievances or disputes raised within JCC meetings these will be managed in accordance with Clause 1.10 –Dispute Resolution of the Agreement.
  - 2.2.2.10. A standing agenda item will be the provision, by Council to the JCC, of a written quarterly report of the organisation's employment numbers as at that quarter, for discussion. The report will provide a break-down of the employment numbers per department/branch/unit and the categories of employment within Council i.e. full time, part time, casual, temporary and contract. The report will also identify the number of vacant positions including position titles.
  - 2.2.2.11. The JCC will comprise representatives of management, a Union organiser from each Union covered by this Agreement and Union delegates representing each Union's membership within Council. The JCC is the primary Council consultative body in relation to workplace reform and other strategic employee relations issues.
  - 2.2.2.12. An Employee who is a member of the JCC will be allowed reasonable time off during working hours for the conduct of any representative functions. The Employee must discuss the need to leave their work area with their supervisor before doing so. For the purposes of assisting JCC in carrying out its function under this Agreement, Council will provide the Employees on JCC with reasonable use of Council provided email and other resources necessary to fulfil their duties in accordance with Council policies and protocols. To inform members of JCC in respect to the views of staff, Council will ensure that Employees have reasonable use of meeting rooms, telephones and networked computer access.
  - 2.2.2.13. The term of the JCC will expire upon formation of a Single Bargaining Unit for the purpose of negotiating a future enterprise Agreement prior to the expiry of this Agreement. From that point in time the SBU in addition to negotiating a future Agreement will carry out the consultative functions performed previously by the JCC until such time as the future Agreement is certified.

### **2.3. Single Bargaining Unit (SBU)**

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

### **2.4. Union Representation & Membership**

- 2.4.1. It is agreed that the Union representative shall be introduced to new Employees as part of the induction process. The Council will allow Union delegates adequate time and agreed resources, inclusive of meeting rooms, during normal hours to attend to legitimate Union business, provided that such time shall be arranged with the Union delegate's supervisor.
- 2.4.2. It is agreed to continue the present practice of deducting Union membership fees from wages/salary by way of payroll deduction, as authorised by the Employee concerned. Such monies shall be forwarded to the respective Union, together with any necessary documentation to enable the reconciliation and crediting of such monies on behalf of the Employee concerned.
- 2.4.3. This Agreement recognises the employees' right to be represented by the industrial organisations party to this Agreement and by their Accredited Union Representatives.
- 2.4.4. The Council will provide all new employees:
  - 2.4.4.1. Access to the Agreement (as per clause 13);
  - 2.4.4.2. Detailed information on the relevant unions and their delegates; and
  - 2.4.4.3. Unions shall be entitled to attend Council inductions
  - 2.4.4.4. Council shall provide the union with details of the dates and locations of the inductions with reasonable notice.

### **2.5. Right of Entry**

- 2.5.1. An authorised officer of any Union who is party to this Agreement may enter a workplace at which an employer carries on a calling of the officer's organisation, during the employer's business hours, to exercise a power in accordance with the Queensland Industrial Relations Act 2016.
- 2.5.2. On entering the workplace, the authorised officer must first—
  - (a) notify the employer or the employer's representative that has charge of the workplace of the officer's presence; and
  - (b) produce the officer's authorisation, if required by the employer or representative.

- 2.5.3. Clause 2.5.2 does not apply if neither the employer nor the employer's representative having charge of the workplace is present when the authorised officer enters the workplace.
- 2.5.4. The employer must not refuse an authorised officer entry to the workplace if the officer complies with Clause 2.5.2.
- 2.5.5. If the authorised officer does not comply with Clause 2.5.2, the officer may be treated as a trespasser.

## **2.6. Plant Procurement / Replacement**

- 2.6.1. The Parties acknowledge that the acquisition of new or renewal of plant, equipment or vehicles that is used by those Employees, is a combined responsibility of all managers, supervisors and operators.
- 2.6.2. Before the tender process is entered into for the acquisition of new or renewal of plant, equipment or vehicles that is to be used by those Employees there is to be consultation including OH&S consultation and risk assessments to ensure that the proposed tender specification is in accordance with the needs of all managers, supervisors and operators. To progress the consultative process, the following procedures will apply:
  - 2.6.2.1. consultation is to occur prior to commencement of any tender or specification action;
  - 2.6.2.2. consultation is to take place between Cairns Fleet and the relevant managers, team leaders, superintendents, foremen, leading hands, operators and gangers who will be involved in the use, storage or maintenance of any proposed plant, equipment or vehicle;
  - 2.6.2.3. operators of new equipment will be trained by competent persons.
- 2.6.3. Council will consider submissions from all managers, supervisors and operators with regard to requests for the purchase of plant and equipment in time for inclusion within the Council's budget.

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

### **3.1. Use of Contractors**

- 3.1.1. Council commits to maintaining as a first priority a fully utilised, permanent day labour workforce and plant but external contractors may be utilised from time to time in any of the below circumstances:
  - In the event of a critical shortage of skilled staff; or
  - There is a lack of available infrastructure capital and the cost of providing technology for short term projects is significant; or
  - In any extraordinary or for unforeseen circumstances; or
  - It can be clearly demonstrated that it is in the public interest including the interest of rate payers, that such services should be contracted out.
  - particular skill sets are not available within Council's workforce,
- 3.1.2. In the ongoing use of contractors that are engaged by Council, from the date of certification the safety requirements as applied to Council's Employees will be implemented through the continuous improvement of contract processes and tender specifications.
- 3.1.3. Consultation will be in accordance with the Communications and Consultations Clause 2.1



### **3.2. Use of Casual Labour Hire**

- 3.2.1. Contract casual labour will be engaged directly and/or through an external labour provider, for situations where Council considers permanent employment is not appropriate. Such situations may include but are not limited to backfilling sick / personal leave or long-term Worker's Compensation absences, or during periods of peak demand on Council services.
- 3.2.2. Council will, through contractual arrangements, require directly contracted casuals or casual labour hire staff through an external labour provider to comply with Council's work requirements inclusive of the quality of OH&S standards and personal protective equipment standards.
- 3.2.3. In engaging directly contracted casuals or through an external labour provider firm, Council will have a formal Agreement that the directly contracted casuals or Employees of the labour hire firm shall be paid at a rate at least equal to the wages of the Council's own workforce.
- 3.2.4. Council commits to review labour hire staff with more than 6 (six) months unbroken service in the same position to determine if permanent appointment is warranted. In the event the permanent appointment is warranted, the labour hire staff will be appointed via a closed merit selection process.
- 3.2.5. Request for conversion of permanency after 6 months in the same position by the labour hire employee will not be unreasonably withheld.

## **4. STANDARD EMPLOYMENT**

### **4.1. Nineteen (19) Day Month**

- 4.1.1. Standard hours of work for Council Employees will be worked over 19 days within a 4-week period.
- 4.1.2. Employees of Council working the 19 – Day Month standard default hours must observe the working hours arrangements as they apply to Employees subject to the Queensland Local Government Industry Award (Stream A) – State 2017 and State Awards listed 1.6.2.2 and 1.6.2.3 as specified in Schedule 1 of this Agreement:
- 4.1.3. The default standard hours of work for Employees working a 19-day month are:
  - 4.1.3.1. Queensland Local Government Industry (Stream B) Award – State 2017 and Local Government Industry (Stream C) Award – State 2017 - 8.00 hours per day
  - 4.1.3.2. Queensland Local Government Industry (Stream A) Award – State 2017 - 7.63 hours per day

### **4.2. RDO Buy -Out – Stream A Employees**

- 4.2.1. Queensland Local Government Industry (Stream A) Award – State 2017 employees at any classification level who are working on a 19 Day Month may elect to forgo participation in the RDO process related to the 19 Day Month, in exchange for an increase equivalent to the hours worked. The RDO Buy Out is applied to the base wage for the subject Employees to be applied to all superannuation, annual leave and other entitlements.
- 4.2.2. An Employee may only opt into the RDO Buy Out arrangement at the approval of the Executive Manager. Once an Employee has opted in, they will remain on the RDO Buy Out arrangement for a twelve-month period from the date of approval of the Executive Manager, unless there is a significant change to their nominal position, or it is approved by the CEO.
- 4.2.3. When entering into an RDO Buy Out arrangements, the employee must physically exhaust all accrued RDO Days prior to commencement of the RDO Buy Out arrangement.

#### **4.3. Part Time Work**

- 4.3.1. A Part Time employee means a permanent or temporary employee who is employed for more than 10 hours per week but for less than the hours of a full-time employee, on an agreed number of days and/or hours each week.
- 4.3.2. The minimum shift for a part time employee is 3 hours
- 4.3.3. A part time employee shall be paid an hourly rate equal to the weekly rate prescribed by this agreement, divided by normal weekly hours (36.25 hours or 38 hours) for the classification under which they are employed.
- 4.3.4. At the time of the engagement, Council and the employee will agree in writing on the number of ordinary hours to be works per week and this will be specified in the employee's contract of employment with Council.
- 4.3.5. The agreed number of ordinary hours per week may only be amended by mutual agreement, after reasonable notice, and will be recorded in writing.
- 4.3.6. Where an employee and Council agree in writing, full time employment may be converted to part time employment on a permanent basis for a specified period of time. If such an employee transfers from full time to part time all accrued entitlements will be maintained. Following transfer to part time employment accrual will occur in accordance with the clauses relevant to part time employment.
- 4.3.7. A Part Time employee may, by mutual agreement work additional hours on any day or week, which shall be at ordinary hourly rate; however overtime rates shall be paid for all time worked beyond 10 hours on any one day or the hours prescribed for a full time employee in any one week.
- 4.3.8. A Part Time employee shall be entitled to the full provisions prescribed for full time employees under the Agreement, on a pro-rata basis where applicable.

#### **4.4. Secondments**

- 4.4.1. This Agreement provides for secondments as placements where an Employee may be placed temporarily in a position at the same or higher level where the Employee meets the requirements of the position.
- 4.4.2. Secondments will enable Employees to develop new, or enhance their existing competencies, and enable Council to utilise an Employee's unique knowledge and skills. Secondments will take place by mutual Agreement between the Employee, the Employee's substantive manager and the manager of the area seeking the secondment. The secondment arrangement shall be documented in a written Agreement between the Employee and the department sponsoring the secondment.
- 4.4.3. This Agreement provides that a manager has the ability, in consultation with the department or branch staff members and if necessary, other managers, to temporarily second staff within their own department or branch to best meet customer demand and/or service outcomes. A secondment cannot be for more than 12 months. Secondments may be advertised through an Expressions of Interest process within the organisation.
- 4.4.4. A secondment may be to an internal position or to an external organisation and any secondment to an external organisation shall be treated as leave without pay and will not constitute a break in service for the purposes of calculating long service leave.
- 4.4.5. On completion of a secondment, the permanent Employee will return to their substantive position and level.

#### **4.5. Temporary Employment**

- 4.5.1. In order to encourage the engagement of Employees on a permanent basis over other forms of employment, the Council will ensure that temporary Employees will be notified at the point of

engagement of the start date and completion date of their appointment.

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

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

4.5.2.2. For emergent circumstances where other forms of employment are impracticable, including, but not limited to, extended periods of sick /personal leave, workers compensation or family leave.

#### **4.6. Multi Hire**

4.6.1. Full-time and part-time employees may be separately engaged as casual employees for duties in a separate section of Council from that in which the employee engages in their full-time or part-time employment. These opportunities will be internally advertised.

4.6.2. Such employees shall be paid the appropriate rate of pay for a casual employee engaged in that section of Council. For the purposes of this clause a “section of Council” shall mean a discrete work location other than the employee’s usual work location, or alternatively, may mean a discrete set of duties other than the employee’s usual duties, provided such duties are not wholly or substantially performed in the employee’s usual work location, and shall not apply to work where overtime would ordinarily be performed.

4.6.3. The employee will be engaged as a casual employee to work hours in addition to their normal rostered weekly hours, provided all obligations regarding workplace health and safety are met.

## **5. LEAVE PROVISIONS**

### **5.1. Annual Leave**

5.1.1. The Parties recognise the inequality of the different annual leave provisions currently contained in the Awards listed in Clause 1.6.2 of this Agreement. To rectify this inequality, entitlements contained in Clause 19 of Division 2 Section 1 of the Queensland Local Government Industry (Stream A) Award – State 2017, will apply to all Employees of Council.

### **5.2. Annual Leave Entitlement**

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

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

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

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

### **5.3. Annual Leave Loading**

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

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

- 5.3.3. For Employees who wish to avail themselves of this option, the annual leave loading shall be paid in the first full pay period after December 1 each year and shall be based on the period of time worked by Employees during the leave loading year.
- 5.3.4. Annual leave loading shall be calculated on the Employee's ordinary salary as at 30 November each year for the purposes of payment of leave loading in a lump sum only.
- 5.3.5. Employees who are employed on a permanent part time basis and who satisfy the provisions of this clause shall be eligible for payment of an annual leave loading on a pro-ratabasis.

#### **5.4. Exchange of Annual Leave Loading for Extra Annual Leave**

- 5.4.1. Employees may choose to purchase 4.38 additional days of annual leave instead of receiving the annual leave loading. If an Employee converts annual leave loading to extra annual leave, they will forfeit their entitlement to payment of annual leave loading in the year in which the additional leave is credited.
- 5.4.2. Employees with less than the full 12 months leave loading credit may convert their available annual leave loading to annual leave on a pro rata basis.
- 5.4.3. Part-time Employees may convert their available annual leave loading to annual leave on a pro rata basis.
- 5.4.4. If Employees elect to purchase additional annual leave instead of receiving the annual leave loading, they will not receive the benefit of the concessional tax treatment currently afforded to leave loading payments.

#### **5.5. Annual Leave Flexibility - Hardship**

- 5.5.1. In circumstances, such as in a hardship case, Employees may apply to the CEO to grant approval to convert a period of accrued annual leave to double the period of leave, with half pay for that period. For example, the Employee will be entitled to receive 4 weeks' pay for 8 weeks' absence from the workplace on annual leave. The CEO will have full discretion in these matters.
- 5.5.2. Annual leave at half pay cannot be used in conjunction with Clause 5.6.

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

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

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

- 5.6.1.1. Employees who have accrued annual leave in excess of 20 days or accrued long service leave in excess of 65 days are unable to apply for 48/52 annual leave unless they have approved arrangements to clear their excess leave within the 12-month period, such as part of a planned long-term break.
- 5.6.1.2. In accordance with Schedule 3, the additional leave purchased is to be taken subject to the Agreement of the Employee's Director and must not unreasonably impact on Council's

operational requirements

- 5.6.1.3. The additional leave purchased will not be accrued year to year.
- 5.6.1.4. In order to pay for the purchased leave Employees will have an amount deducted from their gross salary each fortnight for a period of 26 pays (52 weeks). The amount deducted will result in a reduction in the Employee's taxable income.
- 5.6.1.5. The purchase of leave cannot be undertaken in conjunction with provisions of leave flexibility as provided in Clause 5.4.
- 5.6.2. The 17.5% leave loading will be paid on the Employee's normal salary rather than at the reduced rate after a leave purchase, to a maximum of five weeks paid annual leave.

## **5.7. Accumulated Annual Leave**

- 5.7.1. Council encourages Employees to establish a balance between their working and personal lives. The purpose of annual recreation leave is to provide rest and recreation and to reduce personal health risks. Effective leave management is critical to the operation of Council and supervisors and managers are accountable for their Employees' leave and are required to have annual leave management plans in place. All Employees are expected to participate in the negotiation of these plans and are encouraged to use all annual leave in the year it is accrued.
- 5.7.2. Council's general policy is that Employees should accumulate annual leave of no more than 50 days. Where an Employee accrues in excess of 50 days the Employee and their manager must clearly outline in the mutually developed plan the program to reduce the accumulation to below 50 days within the next 12 months.
- 5.7.3. Where such a plan is developed and not complied with or where mutual Agreement is unable to be achieved, as a last resort, an Employee may be directed, upon giving one month's notice, to take annual leave accrued in excess of 50 days.
- 5.7.4. The development of annual leave plans will be a reportable key performance indicator for supervisors and managers and may be part of the supervisor or manager's Personal Development Review Process.

## **5.8. Christmas Close Down Period**

- 5.8.1. Where the Council declares a close down over the Christmas – New Year period, in addition to the public holidays designated in the period from 24 December of each year until 2 January of the following year ("the Christmas Close Down Period"), all Employees, unless otherwise directed, will be required to take paid or unpaid leave (if no other leave is available) for the period of the closedown. Employees may, at their discretion, elect to take one (1) or more of the following forms of paid leave during the closedown:
  - 5.8.1.1. Annual Leave;
  - 5.8.1.2. Purchased Annual Leave;
  - 5.8.1.3. Rostered days off;
  - 5.8.1.4. Additional leave converted from leave loading;
  - 5.8.1.5. Time off in lieu; or
  - 5.8.1.6. Christmas Bank.
- 5.8.2. Council will advise all Employees of the arrangements for the Christmas Close Down Period by 1 September each year including minimum operational employees to work during that period. Employees shall initially self-roster prior to 30 September. In the event that the minimum number of employees cannot be reached, management will appoint staff as necessary.

### 5.9. Christmas Bank

- 5.9.1. Employees engaged on standard 19 Day Month hours or 9 Day Fortnight flexible hours' arrangements have the opportunity to request establishment of a *Christmas Bank* for the designated Christmas Close Down period as per Clause 5.7 above.
- 5.9.2. Where approved, Employees can accrue a *Christmas Bank* of RDO's from September 1 each year. The maximum Christmas Bank accrual for each calendar year is three (3) days.
- 5.9.3. *Christmas Bank* RDO's may only be used for the purpose of the Christmas Close Down period and will be automatically allocated to this purpose should an Employee enter into the arrangement.

### 5.10. Personal Leave - Sick Leave and Carers Leave

- 5.10.1. The provisions of this clause apply to full time and part time Employees (on a pro rata basis) but do not apply to casual Employees.
- 5.10.2. The provisions for the caring responsibilities for casual Employees will be per the applicable Award.
- 5.10.3. Paid personal leave is available to Employees, other than casual Employees, when they are absent:
  - 5.10.3.1. Due to personal illness or injury; or
  - 5.10.3.2. For the purpose of caring for an immediate family or household member who is sick and requires the Employee's care and support or who requires care due to an unexpected emergency;
  - 5.10.3.3. The provision of 5.10.3.2 above is also applicable for a minimum of five (5) days in relation to Clause 5.19 – The Effect of Illness whilst on Annual Leave or Long Service Leave.
- 5.10.4. Employees will accrue personal leave on the following basis:
  - 5.10.4.1. Employees who work an average 38 hour week;
  - 5.10.4.2. First 12 months: 91.2 hours (equals 12 days x 7.6 hours) per year Subsequent years: 114 hours (equals 15 days x 7.6 hours) per year
  - 5.10.4.3. Employees who work an average 36.25 hour week:
  - 5.10.4.4. First 12 months: 87 hours (equals 12 days x 7.25 hours) per year Subsequent years: 108.75 hours (equals 15 days x 7.25 hours) per year
- 5.10.5. Notice must be given to the employer as soon as practicable, which may be at a time before or after the leave has started, that the Employee is, or will be, absent from his or her employment.
- 5.10.6. Any absence on personal leave that exceeds two (2) consecutive days shall be contingent upon production by the Employee concerned of either a certificate from a duly qualified medical practitioner or other evidence of illness satisfactory to Council.
- 5.10.7. If it is deemed by the CEO, or the CEO's delegate, following consultation with the Employee concerned, that a regular pattern of sick leave which is not supported by a medical certificate or other evidence to the Council's satisfaction, exists which cannot be adequately explained by the Employee, then the Employee may be required to produce a medical certificate or other evidence to the Council's satisfaction for any single day of sick leave for a period of no more than twelve (12) months. At the end of the period, each case will be reviewed as to the need for the continuation of the production of medical certificates / evidence for single sick days.
- 5.10.8. Whilst an Employee is on personal leave, (sick leave or carers leave) they shall not be eligible to participate in an On- Call roster, except in exceptional circumstances as detailed in Schedule 4 of this Agreement. Should an Employee rostered to be on call be required to take personal leave during the rostered period, the Employee must advise the relevant manager they will be unavailable so that alternate

On-Call arrangements can be made.

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

#### **5.11. Workers compensation top up by utilisation of accruals of other leave**

An employee may elect to access their personal leave or annual leave accruals when in receipt of workers compensation payments where the workers compensation payment does not compensate the employees full base wage.

#### **5.12. Payment of Unused Personal Leave on Cessation of Employment**

- 5.12.1. All Employees covered by this Agreement shall be entitled to part payment of unused personal leave on cessation of their employment provided that, at the time the Employee ceases employment with the Council, the Employee has accrued five (5) years of continuous service with Council or with other local governments in Queensland with whom we have a reciprocal Agreement.
- 5.12.2. The payment for unused personal leave shall be calculated at the rate of \$200.00 per week up to a maximum of \$5,000.00, using the following formula:
- 5.12.3.  $\text{Personal leave balance in hours} / \text{base hours per week} \times \$200.00$ .

#### **5.13. Uncapping of Personal Leave**

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

#### **5.14. Paid Parental Leave**

- 5.14.1. Paid Parental Leave is currently:
  - 5.14.1.1. 6 weeks paid after completing 12 months of continuous service,
  - 5.14.1.2. 10 weeks paid after completing 2 years of continuous service, and
  - 5.14.1.3. 14 weeks paid after completing 3 years of continuous service
- 5.14.2. An Employee will be deemed to have commenced parental leave as from the first day the Employee begins leave, even if the Employee is accessing annual leave, long service leave or other leave in lieu of or in conjunction with the 52 week parental leave entitlement at the time the Employee commences such leave.
- 5.14.3. Up to a maximum of 14 weeks paid parental leave will be available to all Employees eligible for leave pursuant to the Parental Leave / Family Leave clauses of the relevant Awards. This is on the proviso that 6 weeks paid parental leave is available to Employees following the completion of 12 months continuous service, with an additional 4 weeks paid parental leave available for each additional year of continuous service up to a maximum of 14 weeks paid leave.
- 5.14.4. Employees eligible for parental leave may elect to take the paid leave component at half pay, up to a maximum of 28 weeks.

- 5.14.5. Paid parental leave will be effective from the date of commencement of parental leave and forms part of the 52 weeks' parental leave entitlement.
- 5.14.6. Part-time Employees are eligible for paid parental leave paid on pro-rata basis of the average weekly hours worked for the preceding 12 months.
- 5.14.7. Employees will be entitled to up to 14 weeks paid parental leave for adopted children and if the child is stillborn after 28 weeks, based on the above entitlement.
- 5.14.8. Employees, who have completed 12 months' continuous service with the Council and who are not the primary and/or sole caregiver of the child/children, will be entitled to 2 weeks paid parental leave on the birth of/adoption of their child/children. This leave may be taken at the same time that the primary and/or sole caregiver of the child/children is on parental leave.
- 5.14.9. Parents are entitled to a combined total of 14 weeks paid parental leave on a shared basis in relation to the birth of their child/children, provided that the said parents are both Employees of Council and are both covered by this Agreement. The maximum payable will be shared between both Employees. 12 weeks of the combined total of parental leave must be taken by the Employee who is the primary and/or sole caregiver of their child / children. The remaining 2 weeks' parental leave can be taken by either parent and may be taken by the parent who is not the primary and/or sole caregiver of the child/children, at the same time that the primary and/or sole caregiver of the child/children is on other parental leave.
- 5.14.10. If the parents elect for the non-birth partner to be the primary and/or sole caregiver of their child/children within the first 6 weeks after the birth or adoption of their child/children, then satisfactory evidence must be provided to Council to support the non-birth partner as primary and/or sole caregiver as provided in Clauses titled Family Leave in the relevant Awards, listed in Clause 1.6.2 of this Agreement.
- 5.14.11. All existing entitlements will accrue during this period of paid leave.
- 5.14.12. The employer shall consult with Employees on parental leave in relation to any proposed changes taking place in the workplace.
- 5.14.13. Employees are entitled to the above leave provisions in addition to any entitlements payable under the Federal Government Paid Maternity Leave Scheme based on their eligibility.
- 5.14.14. Employees shall be entitled to Employer superannuation contributions on any paid parental leave (both Council scheme and the Federal Government Paid Parental Leave Pay)

**5.15. Time Off In Lieu Of Approved Overtime (TOIL) Queensland Local Government Industry Award Stream A only**

- 5.15.1. Any Employee subject to the Queensland Local Government Industry Award (Stream A) State - 2017 Officer Level 5 and below may elect or agree to be compensated for overtime by Time Off in Lieu.
- 5.15.2. An Employee subject to the Queensland Local Government Industry Award (Stream A) State - 2017 Officer Level 6 or above, will be compensated for overtime by Time Off In Lieu, except where determined by the Director that operational requirements necessitate the payment of overtime.
- 5.15.3. Clause 5.15.1 is subject to the following provisions:
- 5.15.4. Employees must have approval prior to working any overtime, whether or not that overtime may be converted to TOIL.
- 5.15.5. Overtime taken as TOIL will be accrued and taken on a time for time basis.
- 5.15.6. Maximum of 5 days' ordinary work time TOIL may be accrued at any one time.
- 5.15.7. Any accrued TOIL hours not taken within the period provided by the applicable Award shall be paid out at the relevant overtime rate.



- 5.15.8. For the purposes of clarity, all Employees entitled to choose TOIL may only do so when there is mutual Agreement. Council cannot direct an Employee to take additional hours worked as TOIL except for officers under the provision of Clause 5.14.2 above
- 5.15.9. In all other circumstances, TOIL will be taken as soon as possible at a mutually agreed time, consistent with the operational requirements and may be taken in whole days or part thereof.
- 5.15.10. All overtime / TOIL claims are to be submitted via the Councils Employee on-line self-service system (Kiosk) or appropriate time sheet by the conclusion of the pay fortnight.
- 5.15.11. When taking a period of leave, Employees will be required to take TOIL accruals prior to accessing annual leave or long service leave.

#### **5.16. Bereavement Leave**

- 5.16.1. An Employee, other than a casual Employee, shall on the death of a member of their immediate family or household, as per the definition in Clause 1.5, shall be entitled, on notice, to paid leave up to and including the day following the funeral of such relation, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the Employee in three (3) ordinary days of work. Proof of such death shall be furnished by the Employee to the satisfaction of the employer.
- 5.16.2. Casual Employees shall be entitled to three (3) days unpaid bereavement leave on the death of a member of their immediate family or household.
- 5.16.3. The list of family members provided for in the definition of immediate family or household in Clause 1.5 is not exhaustive and Council recognises that this may not meet that of all the cultural groups in Council's workforce. Management may also grant requests for bereavement leave in circumstances where the deceased is a person that occupied the same prominence in the Employee's life as a family member identified in the 'immediate family or household' definition in Clause 1.5. Where an Employee is obligated by their respective custom or religion to show their respect for a deceased person by participating in the burial ritual, but where for that purpose is not available under this clause, leave may be applied for as Cultural and Ceremonial Leave as provided in Clause 5.25.
- 5.16.4. In addition, an Employee may access other accrued paid leave, (including annual leave or TOIL), or unpaid leave when a person dies who is a member of the Employee's immediate family or household, or for whom an Indigenous community responsibility is culturally required of the Employee, and the period of bereavement leave provided is insufficient.
- 5.16.5. Bereavement leave can be taken from the time the Employee is notified of the death up to and including the day of the funeral. There is no requirement for bereavement leave to be taken consecutively.

#### **5.17. Long Service Leave**

- 5.17.1. The Parties recognise the inequality of the different long service leave provisions currently contained in the Awards listed in Clause 1.6.2 of this Agreement. To rectify this inequality, long service leave entitlements contained in Clause 22 Division 2, Section 1 of the Queensland Local Government Industry (Stream A) Award – State 2017 will apply to all Employees of the Council.
- 5.17.2. Long service leave accrued to 29 February 1996 under the State Awards will remain as accrued, and, effective from 1 March 1996, long service leave provisions of 13 weeks leave entitlement after ten (10) years of continuous service will apply.
- 5.17.3. Pro rata long service leave will be available upon termination of service after seven (7) years of continuous service.
- 5.17.4. On the anniversary of seven (7) years of service with Council, or at any time thereafter, long service leave will be available.

5.17.5. Such leave will be calculated in accordance with the following formula: -

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

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

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

5.17.6. Clause 5.17 will not apply to Employees who ceased duty with Council prior to the date of the operation of EBA 1 i.e. 1 June 1996.

#### **5.18. Long Service Leave Flexibility**

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

5.18.2. All Employees are able to elect to convert the period of approved long service leave to half the period of leave, with double the pay for that period. For example, the Employee will receive 8 weeks' pay for 4 weeks' absence from the workplace on long service leave instead of 8 weeks' pay for 8 weeks absence from the workplace on long service leave.

5.18.3. Employees are encouraged to seek professional advice as to the effect of electing to utilise clauses 5.18.1 and 5.18.2 of this Agreement on the Employee's superannuation entitlements and taxation obligations.

5.18.4. The normal approval process for taking leave will continue to apply irrespective of anything contained in Clause 5.18 of this Agreement.

#### **5.19. Long Service Leave - Cash Out**

5.19.1. This Agreement allows for the cashing out of Long Service Leave in accordance with the Queensland Employment Standards, provided that the Employee shall not have to apply to the Commission where the Executive Manager approves the Employees request.

#### **5.20. The Effect of Illness Whilst On Annual Leave or Long Service Leave**

5.20.1. If an Employee is overtaken by illness whilst absent from duty on annual leave or long service leave, the Employee shall, on the production of a certificate signed by a duly qualified medical practitioner certifying that such Employee was incapacitated by such illness to the extent that the Employee would have been unfit to perform normal workplace duties for a period not less than five (5) days, be entitled to have such period of illness debited to the Employee's sick / personal leave entitlement and the Employee's annual or long service leave entitlement shall be adjusted accordingly. An adjustment will also be made to any annual leave loading paid to the Employee.

#### **5.21. Leave Without Pay**

5.21.1. Leave without pay will be available to all Employees at the discretion of CEO and such approved leave without pay will not constitute a break in the continuity of service of the Employee.

5.21.2. Leave without Pay can be applied for the following circumstances:

5.21.2.1. Where an employee does not have the relevant leave entitlement to cover the period of absence

5.21.2.2. For an Employee requesting an extended period of absence from the workplace (i.e. mid-career break) for:

5.21.2.3. Professional or personal development opportunities

- 5.21.2.4. Family responsibilities e.g. dependent care, elder care
- 5.21.2.5. Significant social or community responsibilities e.g. volunteer work for a community organisation;
- 5.21.2.6. Extended travel opportunities;
- 5.21.2.7. Completing study; or
- 5.21.2.8. External secondments
- 5.21.3. Prior to accessing Leave without Pay, Employees must exhaust all paid leave entitlements.
- 5.21.4. Employees may make their own contributions to their superannuation fund during the period of the leave without pay. Any coverage of the superannuation death and impairment benefits would be as per individual policy conditions.

## **5.22. Special Natural Disaster Leave**

- 5.22.1. Employees unable to attend work as a result of a declared natural disaster may be granted up to a maximum of five (5) days paid special natural disaster leave per event (non-cumulative).
- 5.22.2. Special Natural Disaster Leave is available to staff under the following conditions and/or circumstances upon the declaration of a natural disaster situation affecting the Cairns Regional Council Local Government Area (LGA) or where CEO has deemed an event to be a natural disaster:
  - 5.22.2.1. Where the Employee must leave work early due to the likelihood that their normal mode of transport from work will likely be discontinued due to such disaster; or
  - 5.22.2.2. Where the Employee has a genuine domestic necessity that requires them to leave early, remain at or return to their home; to prepare, protect or remove belongings etc. from a personal dwelling or place of residence that may reasonably be affected by the disaster; or to another residence or premises to protect the safety of the Employees immediate family on account of such disaster; or
  - 5.22.2.3. To make or organise temporary repairs, or to clean up etc. the Employees personal dwelling that has been directly damaged as a result of such disaster; or
  - 5.22.2.4. Where due to such disaster an Employee is prevented from travelling from their place of residence to their usual place of employment on account that it would threaten the safety of the Employee if they were to attempt to attend for work by either their usual, or some other reasonably available means of transport; or
  - 5.22.2.5. It is not reasonable for the Employee to attend for duty at another Council depot or office; or
  - 5.22.2.6. They have advised, as soon as reasonably practicable, their supervisor of the circumstances.
- 5.22.3. Where a general and wide-spread threat of flooding, cyclone, bush fire or other natural occurrence is imminent and where a natural disaster has not been declared, the Chief Executive Officer will determine the appropriate response with regard to all staff who may be subject to one or more of the circumstances outlined in this clause. In that case, the Chief Executive Officer may provide a standard entitlement for all Employees to leave their place of work at a prescribed time/date and return to work at a prescribed time/date. Any variations by individual Employees to that period of leave may be considered on a case by case basis.
- 5.22.4. Where clauses 5.22.2 and 5.22.3 do not apply, and where an Employee is not able to attend work due to cyclone, flood or severe weather conditions, and where no reasonable detour is available to attend work, the Employee may elect to take:
  - 5.22.4.1. Rostered day off
  - 5.22.4.2. Annual leave
  - 5.22.4.3. Time off in lieu or

#### 5.22.4.4. Leave without pay

### 5.23. Special Global Pandemic Leave

- 5.23.1. Where a Global Pandemic event has been determined by the World Health Organisation and employees are prevented from working:
  - a) as a result of being required to self-isolate by Government or medical authorities; or
  - b) as a direct result of measures taken by Government or medical authorities in response to the pandemic;
 the CEO will determine the appropriate response with regard to all staff who may be subject to circumstances outlined in this clause.
- 5.23.2. Council will, wherever possible, look at alternative work arrangements to comply with directives such as working from home, redeployment or alternative work.
- 5.23.3. Where the Executive Manager and Director agree that no alternative work arrangements can be performed, an entitlement to a maximum of five (5) days paid Special Global Pandemic leave will be approved by the CEO.
- 5.23.4. Any request for variations by individual employees to that period of leave may be considered on a case by case basis by the CEO.
- 5.23.5. Where an employee has knowingly travelled into a declared hotspot, no provision of this leave will be applicable unless an exemption for that travel had been granted by the relevant State or Federal authority, prior to the travel.
- 5.23.6. No provision of this clause will be applicable when an employee declines to be fully vaccinated against COVID19 and there is a public health order that prohibits the employee from attending a particular work site if they are not fully vaccinated.
- 5.23.7. For the purposes of this clause, “declines to be vaccinated” does not include instances where an employee has a medical exemption from vaccination.
- 5.23.8. If an employee is unable or refuses to work from home or declines a redeployment to alternative duties that are within their skills and abilities, the employee will not be eligible for any paid Special Global Pandemic leave and may access any annual leave, long service leave, RDO’s or TOIL.
- 5.23.9. The paid Special Global Pandemic leave is available to full-time and part-time employees.

### 5.24. Voluntary Emergency Services Leave

- 5.24.1. Cairns Regional Council recognises that during times of emergency there may be occasions where Council’s support could significantly improve the ability of emergency services to provide assistance to the community.
- 5.24.2. This clause only applies to all permanent full-time and part-time Employees who are volunteer members of the Rural Fire Service (RFS), Marine Rescue, the State Emergency Services (SES), The Red Cross Queensland Emergency Services, The Queensland Ambulance Service, or the RSPCA.
- 5.24.3. Permanent full-time and part-time Employees of other voluntary services or any other Local or State Government body established during the emergency, who may offer assistance to recognised emergencies, will be considered on a case by case basis by the Executive Manager and will not be unreasonably refused.
- 5.24.4. Auxiliary fire fighters with the Queensland Fire and Rescue Service will not receive special leave under this policy as they receive payment for their service. However, they will be paid a normal days salary and are required to provide the payroll unit with a copy of their remittance advice for the payment received. This amount will be deducted from the next available pay.

- 5.24.5. Employees who are eligible for Voluntary Emergency Services Leave shall be allowed up to three days (3) days paid special voluntary emergency services per event to respond to emergency situations that endanger the community such as fire, flood and cyclone. This entitlement does not apply to time taken to attend training events, search and rescue activities, road crash rescue, incident management etc.
- 5.24.6. Special voluntary emergency services leave is separate to all other paid leave entitlements and as such will not be deducted from annual leave, personal leave or any other paid leave entitlements available to eligible Employees.
- 5.24.7. Any additional time required by an Employee to attend an emergency, in excess of the Special Leave entitlement, may be taken as Annual Leave, TOIL or RDO subject to the Executive Manager's discretion. Such leave will not be unreasonably refused.

#### **5.25. Cultural & Ceremonial Leave**

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

#### **5.26. Community Volunteer Leave**

- 5.26.1. Cairns Regional Council in supporting the local community in engaging volunteers to support schools, communities, citizens and non-profit organisations, and recognising the commitment of Council Employees to engage in volunteer service, Community Volunteer Leave of up to two (2) days paid leave per annum, shall be granted to all Employees.
- 5.26.2. Leave not taken will be forfeited; it shall not be carried into the next calendar year.
- 5.26.3. Employees shall not be paid for any untaken Community Volunteer Leave on termination of employment.
- 5.26.4. Community Volunteer Leave does not apply to casual or temporary Employees.
- 5.26.5. Volunteer activities should preferably take place within the Cairns Local Government Area; however, consideration will be given for approval for leave of this type for volunteering activities outside of the Cairns Local Government Area.
- 5.26.6. Community Volunteer Leave may be made available to Employees from Indigenous and Culturally Linguistically Diverse Backgrounds for culturally significant events such as National Aboriginal and Islander Day, Journey of Healing Day (formerly *Sorry Day*), Referendum Day, Mabo Day and other cultural events, on the proviso that the Employee concerned is assisting a participating charitable Indigenous organisation in the conduct of the ceremonies or celebrations in a volunteer capacity.
- 5.26.7. Management approval of leave will be subject to consideration of operational requirements and will only be granted for volunteer work with community-based non-profit organisations and charitable groups, or to community based groups at the CEO's discretion. Human Resources will maintain a list of recognised

and community non-profit organisations and charities as approved by the CEO.

- 5.26.8. Community Volunteer Leave will not be approved to assist an organisation which is primarily for sporting, recreational or social purposes, primarily for political, lobbying or promotional purposes or carrying on a commercial enterprise.
- 5.26.9. An Employee seeking approval to take Community Volunteer Leave must provide to the relevant manager written evidence from the registered charity or institution that the volunteer work is required.
- 5.26.10. After an Employee has taken granted Community Volunteer Leave, the Employee must also provide the relevant manager with written advice from the registered charity or institution that the Employee did in fact engage in the volunteer work at the time proposed in first seeking the approval.

#### **5.27. Union Delegate Training Leave**

- 5.27.1. A Union Delegate or prospective delegate with the approval of the Union and Council, shall be granted up to five (5) days leave with pay each calendar year or 10 days over a 2-year period, non-cumulative, to attend approved union training courses/seminars, which are designed to promote good industrial relations and industrial efficiency within the workplace.
- 5.27.2. This leave will apply to one delegate per Union who are party to this Agreement. However, the following unions are eligible for training leave for the purpose of providing adequate coverage across the organisation:
 

5.27.2.1. AWU	4 delegates per union
5.27.2.2. QSU	4 delegates per union
5.27.2.3. CFMEU	4 delegates per union
5.27.2.4. PGEU	3 delegates per union
5.27.2.5. TWU	3 delegates per union
5.27.2.6. AMWU	2 delegates per union
5.27.2.7. Professionals	2 delegates per union
5.27.2.8. ETU	2 delegates per union
- 5.27.3. Any requests for training leave will not be unreasonably refused.
- 5.27.4. Other courses mutually agreed between the Union and Council and additional days on request where a Delegate is required to attend functions or duties associated with any role held under the Unions' rules, may be approved.

#### **5.28. Union Delegate Support**

- 5.28.1. In establishing an appropriate relationship between the Council and the Unions, and as part of encouraging employees to exercise their right to join and remain members of the relevant union the following shall apply:
  - 5.28.1.1. A person elected or appointed as a Union Delegate shall, upon notification to Council from the relevant Union be recognised as the accredited representative of the Union;
  - 5.28.1.2. A Union Delegate shall have the right without loss of pay to discuss work related matters which are of concern to any employee or to convey information relating to the workplace to employees provided that the union delegate shall advise the relevant supervisor/s beforehand and not unduly interfere with the operational needs of Council; equally requests shall not be unreasonably refused;

- 5.28.1.3. A Union Delegate shall be allowed a reasonable period of time without loss of pay during work hours to consult with an authorised official of the union;
- 5.28.1.4. The Council shall provide the Union Delegate with access to a telephone or electronic media and other suitable facilities (where practical) to progress inquiries on behalf of a member on work related matters; and
- 5.28.1.5. The Union Delegate shall have the right to place notices on notice boards at the Council's premises, provided that such notices are authorised by the Union and deal with legitimate Union matters.

#### **5.29. Domestic and Family Violence Leave and Other Support**

- 5.29.1. An employee, other than a casual employee, experiencing domestic and family violence will have access to up to 10 (ten) days per year as per Queensland Employment Standards of paid special leave for medical appointments, legal proceedings and other activities related to domestic and family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval in extenuating circumstances.
- 5.29.2. An employee who supports a person experiencing domestic and family violence may take carer's leave for example to accompany them to court, to hospital, or to mind children.
- 5.29.3. The Director People and Organisational Performance may require proof of domestic and family violence prior to the granting of Domestic and Family Violence Leave.

## **6. FLEXIBLE WORKING ARRANGEMENTS**

### **6.1. Family Friendly Flexible Working Arrangements**

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

### **6.2. Workplace Flexibility Agreements**

- 6.2.1. Workplace Flexibility Agreements (WFA) are Agreements reached between the relevant Unions, Employee/s and the Council to address specific issues relating to a group or category of Employee/s. A WFA is to allow sufficient flexibility for employees or specific sections of the workforce giving increased flexibility in employment conditions in accordance with the needs of Employees, and also so that Council can provide cost effective and competitive services. A WFA is not intended to supplant or in any way reduce from the minimum work conditions set out in this Agreement or Award. The parties recognise that a WFA may vary the conditions of employment; however, when viewed as a whole an Employee must not be in an inferior overall position than they would be under the terms of this Agreement or the Award.

- 6.2.2. WFA's may be established to address a number of issues that include but are not limited to:
  - 6.2.2.1. Nine (9) day fortnight;
  - 6.2.2.2. Flexible working hours;
  - 6.2.2.3. Job share arrangements;
  - 6.2.2.4. Part time work;
  - 6.2.2.5. Working from home;
  - 6.2.2.6. Annualised hours;
  - 6.2.2.7. Annualised salary;
  - 6.2.2.8. Special projects;
  - 6.2.2.9. Transition to retirement.
- 6.2.3. The establishment of WFA's:
  - 6.2.3.1. Is not to result in adimintion in customer or client service;
  - 6.2.3.2. Is to result in improved productivity and efficiency and/or enhanced customer or client service;
  - 6.2.3.3. Is not to result in direct or indirect cost increases to Council without the achievement of savings to off-set such costs;
  - 6.2.3.4. Should constitute value for money;
  - 6.2.3.5. Will be the subject of both a business case and cost benefit analysis prior to approval by the Chief Executive Officer;
  - 6.2.3.6. Will not reduce Employee entitlements.
- 6.2.4. Council commits to ensuring that any WFA made in accordance with this clause is not in breach of any entitlements of Employees provided under the applicable Award relevant to the Employee or the provisions of this Agreement.
- 6.2.5. A WFA only applies to permanent full-time or part-time Employees, or Employees engaged in full-time temporary position of 6 months or more.
- 6.2.6. A WFA may provide for more than one of the methods of flexible working arrangement methods referred to in this Agreement or multiple WFA's may be simultaneously implemented for an Employee/s.
- 6.2.7. Where a new WFA (or a change to an existing WFA) is proposed, then the following is required:
  - 6.2.7.1. If the parties determine a WFA is required, consultation with the Employees affected, Employee representatives or relevant Unions will occur in regard to the process and content in the development of such WFAs.
  - 6.2.7.2. Where a WFA is at a work unit level, 75% of Employees affected by a proposed WFA must agree to a new WFA or to a change to an existing WFA.
  - 6.2.7.3. Human Resources will maintain a register of WFAs' related to this Agreement. This register will contain all WFA's. If a WFA is not contained in this register it will not be recognised by Council.
  - 6.2.7.4. All Employees directly affected by the WFA, including those who voted against it, and new Employees whose position will be directly affected by the WFA, will be bound by the WFA.
  - 6.2.7.5. The WFA will be in writing and will be subject to Agreement between the Council and the relevant Union(s) and signed by the Chief Executive Officer on behalf of Council and Branch/State Secretary of the relevant Union(s).



- 6.2.7.6. Each WFA will be in operation for the life of this Agreement unless the WFA provides for its own termination provision or is terminated by the parties at a mutually agreed earlier date.
- 6.2.7.7. Due to significant operational changes a WFA may be terminated or amended, but only through appropriate consultation and mutual agreement between the parties.
- 6.2.7.8. In the event a WFA is terminated in accordance with the provisions of this Agreement, any relevant Employee's terms and conditions of employment will, from the date the WFA ceases to have effect, revert to those terms and conditions that would apply to the relevant Employee pursuant to the relevant Award and this Agreement.
- 6.2.7.9. The scope of areas covered by the WFA may include all, part of the work unit, section or team member/s as determined by the parties.
- 6.2.7.10. The content of the WFA may be extensive and will examine all areas of employment conditions which may be considered beneficial to the Employees affected while providing improved and continuous efficiency and effectiveness of the workplace.
- 6.2.7.11. The terms and conditions of a WFA must not cause, on an overall basis, a reduction in the terms and conditions of those Employees that are subject to it; to be assessed by reference to the relevant Awards and this Agreement, as they apply to the relevant Employees immediately prior to the making of the WFA.
- 6.2.7.12. Where local initiatives have implications for other unit/s, representatives from the other unit affected will be invited to participate in the discussions; where local initiatives seek to alter the Award or this Agreement, the WFA will specify the clauses of the Award and/or this Agreement to be overridden as a consequence of the operations of the WFA.
- 6.2.7.13. All WFA's made in accordance with the process detailed in this Agreement will be read in conjunction with this Agreement.
- 6.2.8. Any dispute relating to the operation of WFA will be managed in accordance with the agreed procedures and the timelines under the grievance and dispute clause of this Agreement.

### 6.3. Annualisation of Hours

- 6.3.1. To cater for seasonal conditions, a WFA may be negotiated to improve services to customers during months of high demand and to adjust service capability appropriately in quieter months, or the "off" season. The extra hours worked during the peak may then be "banked" at the rate at which it was earned i.e. overtime or penalty rate.
  - 6.3.1.1. Conditions that apply to a WFA that annualises hours:
    - (a) Must be for maximum 12-month period and will be reviewed each year.
    - (b) Annualised hours can be worked in no less than 10 months in any fiscal year.
    - (c) Entering into an annualisation of hours WFA precludes the work Unit from entering into another WFA.
  - 6.3.1.2. A WFA for annualisation of hours will be governed by the relevant Award requirements regarding:
    - (a) Span of hours - as specified in the relevant Award
    - (b) Maximum of hours worked before overtime is incurred per fortnight
    - (c) Minimum hours worked per fortnight;
    - (d) Banking of hours that take into account entitlements applicable to the time that is banked including overtime and allowances.
    - (e) All leave banked must be taken prior to the commencement of the next peak season.

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

#### 6.4. Annualisation of Salary

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

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

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

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

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

- 6.4.1.3. The annualised salary rate shall be paid to the Employees whilst on all types of leave prescribed by the Agreement and relevant parent Award;

- 6.4.1.4. Standard annual superannuation contribution payable in terms of the Trust Deed governing the Local Government Superannuation Scheme shall be based on the Employee's ordinary time earnings as prescribed by the Australian Taxation Office which excludes annualised overtime payments.

- 6.4.1.5. An annualised salary WFA must be reviewed every 12 months, 4 weeks prior to the anniversary of the WFA.

- 6.4.1.6. The review will consider three criteria that must be met to enable continuance of the annualised salary WFA:

- (a) The hours worked in the preceding year have been greater than 15% above normal ordinary working hours;
- (b) The roles, responsibilities and operational requirements of the position have remained substantially unchanged during the preceding year; and,
- (c) Whether the operational requirements are predicted to remain at the same level as the preceding year.

- 6.4.1.7. The termination of the WFA, will result in a return to the Employee's substantive position and classification salary as at the first pay period immediately following the date of termination.

- 6.4.1.8. Where after the annual review or during the life of an annualised salary WFA, it is mutually agreed that the existing annualised salary does not properly reflect the current work circumstances of the Employees, the Employees may:
- (a) Return to their pre-annualised base salary; or,
  - (b) Remain on an annualised salary appropriately amended to better reflect changes in work practices or technology.
- 6.4.1.9. Where the Director, in consultation with the affected Employees, determines that a lower annualised salary is to apply, during the life of the WFA and this is mutually agreed, then:
- (a) The revised annualised salary shall be calculated by the Director set out in clause 6.4.1.2 in this Agreement, and the affected Employees consulted accordingly;
  - (b) By mutual Agreement, the revised annualised salary shall be the figure used to calculate the amount of the first annual salary increase granted after the date of the determination;
  - (c) The annualised salary WFA is amended per the requirements of this Agreement and the appropriate pay records and Employee letters of acceptance amended.
- 6.4.1.10. The calculation of any further annual salary increase shall be based on the revised annualised salary as amended by the addition of all other base salary increases Awarded between the date of the calculation and the date of the determination of the parties with consequent amendments made to pay records.
- 6.4.1.11. Details of the Director's determination and the current annual substantive salary or amended annual salary (whichever applies) shall be filed in the relevant Employee/s' personnel file, recorded in appropriate pay records and in an amended letter of acceptance to the Employee/s in relation to the amended WFA.

## **6.5. Special Projects Flexibility Arrangements**

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

## **6.6. Nine (9) Day Fortnight – Work Unit Level**

- 6.6.1. For the purposes of this Agreement, 9-Day Fortnight arrangements are to be contained within a WFA and mutually agreed between Employees, and their respective managers at a local work unit level minimum. Proposals to initiate 9-Day Fortnight arrangements may be made by Employees or management and if approved, will be formalised through the WFA process as per Clause 6.2 of this Agreement. Revised contracts of employment will be provided to those Employees that negotiate to be placed on 9-Day Fortnight flexible working arrangement.
- 6.6.2. It is agreed that Council will make all efforts to accommodate Employees seeking 9-Day fortnight flexible arrangements where possible. It is also agreed that some work units or branches of Council will be unable to participate in some specific 9-Day Fortnight work arrangements due to operational and service delivery requirements.
- 6.6.3. Where 9-Day Fortnight flexible workplace arrangements are introduced these will differ across various Council departments, branches and work units due to the influence of various operational and service delivery requirements.
- 6.6.4. Employees must be prepared to accept that rostered days off related to a 9-Day Fortnight arrangement roster may not always fall on either a Monday or a Friday. Where necessary, in some work units, for the

continuity of work or where direct customer care is required the only option may be a full rolling roster where an Employee would be rostered off on a different day of the week in each two-week period. This means the day taken as an RDO at each two-week period will cycle through Monday to Friday.

- 6.6.5. Alternatively, a partial rolling roster such as a pattern of rolling three different days for RDOs being Monday, Wednesday and Friday, or a variation thereof, may be required to facilitate a 9-day fortnight.
- 6.6.6. RDO arrangements must be arranged in advance by mutual agreement between Employees and their managers and clearly displayed in a roster. Where possible there should be an even distribution of rostered days off. Where the RDO falls will be determined through a consultation and agreement between the manager and the Employee or 75% of the Employees where the implementation of a 9-day fortnight involves a work group. RDO's cannot be taken in advance.
- 6.6.7. Employees and their respective managers may negotiate a 9-Day Fortnight arrangement provided that it will meet, but not be limited to, the following criteria:
  - 6.6.7.1. Maintain customer service quality
  - 6.6.7.2. Support the work unit's operational procedures and responsibilities
  - 6.6.7.3. Be adaptable to changing job tasks
  - 6.6.7.4. Maintain effective operational communication and accountability
  - 6.6.7.5. Be understood by the participants as to the expectations of the arrangement
  - 6.6.7.6. Be based on the business merits of the individual proposal
  - 6.6.7.7. Maintain normal Council customer service hours
  - 6.6.7.8. Remain cost neutral in relation to routine overtime and on-call arrangements
  - 6.6.7.9. Provide for Employee safety, security, and supervision
  - 6.6.7.10. Preserve the public image of Council
  - 6.6.7.11. Be subject to a set roster that caters for operational and customer service needs
  - 6.6.7.12. Provide a Win / Win outcome for all stakeholders
- 6.6.8. Council will provide a 9-day Fortnight proposal template to Employees for the purposes of applying for a 9-day Fortnight workplace flexibility Agreement.
- 6.6.9. Additional provisions regarding a 9-day fortnight are contained in Schedule 2 to this Agreement.

## **6.7. Flexible Working Hours**

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

## 6.8. Job Share Arrangements

- 6.8.1. Job sharing within Council will be an arrangement where Employees share one position. The parties agree to implement flexible job sharing arrangement within Council which may include:
  - 6.8.1.1. A permanent arrangement for an indefinite period
  - 6.8.1.2. A temporary arrangement for a fixed period of time
- 6.8.2. Existing Employees may make an application to their manager to convert their own position/s to a job share position/s. Applications for job share arrangements will be evaluated on a case-by-case basis and will be subject to operational requirements. Council will reserve the right to identify a position as not suitable for a job share arrangement.
- 6.8.3. Before approving job share applications Council management may consult with other Employees in the work unit about possible workload implications and how these implications could be addressed.
- 6.8.4. Where Council identifies positions that would suit job share arrangements and this would be of benefit to the organisation it will be noted in the job advertisement that job share applicants are encouraged to apply.
- 6.8.5. Council will give serious consideration to job-share applications for any advertised position where job share applicants are encouraged to apply on an equal basis with other applicants.
- 6.8.6. Job sharers are considered as separate part-time Employees, will have separate appointments and will be entitled to the same managerial commitment and support as other part-time Employees. The status, classification, nature and responsibility of a position will not alter whether a position is filled on a job share or individual basis.
- 6.8.7. Subject to this Agreement, Council will initiate a new contract of employment with each job sharer before their commencement that is in accordance with Council's standard in this regard, but will also include special considerations in relation to job share that will include, but not necessarily be limited to:
  - 6.8.7.1. The position description for the position;
  - 6.8.7.2. Number of hours to be worked by each job sharer;
  - 6.8.7.3. When the hours are to be worked ("hours of duty");
  - 6.8.7.4. Overlap time, if required;
  - 6.8.7.5. How public holidays are to be shared;
  - 6.8.7.6. The term of the arrangement; and
  - 6.8.7.7. The workload of job sharers will be commensurate with the agreed hours to be worked.
- 6.8.8. Individual performance and reclassification/promotion decisions will be based on the proportion of work appropriate to the number and nature of the hours worked.
- 6.8.9. In the case of absences on leave:
  - 6.8.9.1. For short-term casual absence (e.g. personal leave) of one of the job sharers, the remaining job sharer may be approached or volunteer in the first instance to relieve for additional payment.
  - 6.8.9.2. For planned or structured absence (e.g. recreation leave, leave without pay, long service leave) the job sharers may elect to take such leave conjointly. Should leave be taken separately the remaining job sharer may be approached to volunteer to relieve for additional payment.
  - 6.8.9.3. Where a planned or structured absence of one job sharer is relieved by the remaining job sharer, the aggregate number of hours worked by the remaining job sharer will not exceed normal full- time hours.

- 6.8.9.4. When a Job Share Partnership ends prematurely such as the event that one job sharer vacates a job share position Council will initiate the following process:
- (a) In the first instance, Council will decide whether the position should continue as a job share arrangement and/or offer the additional work to the remaining Employee on a full time or part time basis;
  - (b) If a job share arrangement is agreed to continue, Council will advertise for a replacement job share partner. If a job share partner cannot be found, Council will review the remaining job share position and determine whether the position can continue as part-time or that Employee is deployed into a position of similar pay level and status.
  - (c) If the job share arrangement is not to continue, Council will declare the remaining job share position as not required and the Employee is deployed into a position of similar pay level and status.
  - (d) A new job share contract of employment for each job sharer will be required where a new job share partner is appointed.

## **6.9. Working From Home**

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

## **6.10. Transition to Retirement**

- 6.10.1. Council recognises that Employees who are contemplating retirement may want the option to transition from the organisation on a gradual basis rather than exit in a one step process. Transitioning for retirement minimises the impact on both parties and promotes workforce planning and information sharing. Council will engage in consultation to provide the following arrangements for Employees who wish to transition from the organisation:
- 6.10.1.1. Flexibility to reduce or change hours/days of work;
  - 6.10.1.2. Appointment where possible in a position with reduced duties and responsibilities and possibly at a lower salary level;
  - 6.10.1.3. Flexibility with requests for extended leave
  - 6.10.1.4. Other arrangements as negotiated

- 6.10.1.5. An employee entering into an arrangement as per this clause must nominate a retirement date. This date may only be changed by the employee due to exceptional or extraordinary circumstances beyond the employee's control. This may include financial difficulties.

### **6.11. Training Out Of Hours**

- 6.11.1. Training and skill development will generally be carried out in normal working hours. However, in order to meet normal workloads and commitments, training after hours will remain an option. When organising training outside of normal working hours, the Council shall have regard to each Employee's family responsibilities.
- 6.11.2. Where parties agree, Employees may be requested, on a voluntary basis, to attend training outside of normal working hours on 2 occasions, of no more than 8 hours duration each, during each financial year.
- 6.11.3. Where Employees agree to attend training in accordance with Clause 6.11.2 payment for attending such training will be at ordinary time rates.
- 6.11.4. Training outside of normal working hours can only be scheduled to occur on a workday evening or, on a Saturday between the hours of 7:30 am and 4:00 pm.
- 6.11.5. Training cannot occur on a Sunday or public holiday.
- 6.11.6. Where Employees are directed to attend training outside of normal work hours other than in accordance with clause 6.11.2, the Employees will be paid at overtime rates.
- 6.11.7. The time that Employees spend attending training outside of normal work hours will be included as part of the time allowed as a minimum break between shifts.

## **7. WAGES, SALARIES AND ALLOWANCES**

### **7.1. Payment of Salaries / Wages**

- 7.1.1. Salaries/Wages shall be paid fortnightly.
- 7.1.2. Payment shall be made by means of:-
  - 7.1.2.1. Electronic Funds Transfer to a bank, building society or credit union nominated by the Employee receiving the salary or allowance where the Electronic Funds Transfer is of such an amount as will ensure to the Employee payment of salary and allowances in full at the place where payment is tendered.
  - 7.1.2.2. In the case of a discrepancy in an Employee's base pay of less than \$50.00 net, the adjustment will be paid within the next pay.
  - 7.1.2.3. Where a discrepancy in an Employee's pay (including overtime, penalties and other allowances) exceeds \$50.00, and provided that all timesheets and notices are completed and on time, the Employee may request that the discrepancy be paid by Electronic Funds Transfer within 48 hours of the discrepancy being advised to the pay office. Otherwise the adjustment will be paid within the next pay.
  - 7.1.2.4. In the case of an overpayment of wages, the Employee concerned shall be contacted prior to any recovery action being taken in accordance with the Industrial Relations Act.
  - 7.1.2.5. Where an action by Council has directly resulted in employees not having their base pay deposited in their nominated financial accounts by close of business on the recognised pay day, Council will reimburse the affected employees any substantiated additional direct charges incurred by the delay.

## 7.2. Wage Increases

The percentage wage increases indicated in the table below, and stated in Schedule 18 of this Agreement, will apply from the first full pay period commencing on or after 1 July 2021, 1 July 2022, 1 July 2023 and 1 July 2024.

Effective Date	Percentage % Increase
First full pay period commencing on or after 1 July 2021	\$31.81 per week or 2% whichever is greater
First full pay period commencing on or after 1 July 2022	\$31.81 per week or 2.2% whichever is greater
First full pay period commencing on or after 1 July 2023	\$31.81 per week or 2.2% whichever is greater
First full pay period commencing on or after 1 July 2024	\$31.81 per week or 2.2% whichever is greater

## 7.3. Classifications

- 7.3.1. Council will maintain a robust and objective job reclassification and evaluation system and process that is not subject to managerial influence or unfair or inequitable practices. Council's classification process will be the assessment of the value of the role against the classification structure, not the incumbent. Personal merit or performance and the volume of work will not contribute to the classification level of a job.
- 7.3.2. To maintain impartiality all job classifications shall be conducted by at least two independent Council officers, trained in the evaluation process.
- 7.3.3. The classification structure for Employees under this Agreement will be as per: -
  - 7.3.3.1. Queensland Local Government Industry Award (Stream A) – State 2017
  - 7.3.3.2. Queensland Local Government Industry Award (Stream B) – State 2017
  - 7.3.3.3. Queensland Local Government Industry Award (Stream C) – State 2017
- 7.3.4. Employee positions will be classified in accordance with the classification definitions contained in the relevant parent Award listed above.
- 7.3.5. Position descriptions shall be used as the primary source of classifying positions. The Council will continue to provide to each Employee a position description, which clearly and accurately identifies as a minimum: -
  - 7.3.5.1. The requirements of the job;
  - 7.3.5.2. The skills, knowledge, experience, qualifications and/or training required;
  - 7.3.5.3. The responsibility level of the position;
  - 7.3.5.4. The organisational relationship of the position; and
  - 7.3.5.5. The accountability/extent of authority of the position.
- 7.3.6. The following classification and reclassification process will apply to all Employees: -
  - 7.3.6.1. An agreed Position Description shall be designated for every position and verified by the individual occupant of the position and the delegated manager;
  - 7.3.6.2. Copies of the current agreed position description shall be provided to the incumbent Employee and Human Resources; and
  - 7.3.6.3. The position description shall be reviewed and agreed upon between the Employee and the supervisor annually as part of Council's Personal Review and Development Plan process and



in the event of any significant changes to the position description becoming necessary, the classification of the position shall be reviewed.

- 7.3.7. Submissions for reclassification of positions may be submitted at any time, provided it is approved by the relevant Executive Manager and Director that appropriate grounds exist, such as a substantial change or restructuring of the position. Generally a position may be reviewed for reclassification if the duties, responsibilities and/or skills required to perform the role have increased substantially: require greater complexity or have significantly changed or where organisational change has resulted in a restructure of the position.
- 7.3.8. Where a position is formally reviewed the incumbent's Executive Manager shall be advised of the outcome of this review within a 3-month timeframe. The Executive Manager will then be responsible for advising the incumbent of the classification result within fourteen (14) working days of the result.
- 7.3.9. An Employee who is incumbent in a position that has been classified may dispute the classification determined by Council. Any disputes that are initiated regarding a classification shall be dealt with in accordance with grievance procedures contained in this Agreement. A copy and explanation of the review will be provided to the Employee upon request.
- 7.3.10. Where the review has resulted in an increase to the classification and the incumbent has been performing the duties within the reclassified position description the Director People and Organisational Performance, in consultation with the relevant Director, will make an assessment as to the eligibility for back pay and where it is agreed, the requirement for back pay exists, such payment will be made.

#### **7.4. Superannuation**

- 7.4.1. Council shall provide a superannuation benefit to all eligible Employees engaged under the terms of this Agreement, as prescribed by the Local Government Act 2009 in accordance with the terms of the Local Government Superannuation Scheme.
- 7.4.2. Superannuation contributions will be made to a complying fund of the employee's choice. Where the employee does not choose a fund, superannuation payments will be made by Council to LGIA Super as the default fund.

#### **7.5. Salary Sacrifice**

- 7.5.1. Employees are able to access salary sacrifice arrangements providing they comply with Federal taxation laws and rulings.
- 7.5.2. Salary sacrifice refers to an arrangement where Employees elect to receive part of their gross salary as a benefit rather than as salary. To achieve this, the Employee sacrifices a portion of their pre-tax ordinary pay as prescribed by the Award for the specified benefits.
- 7.5.3. Council encourages Employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.
- 7.5.4. Exempt benefits are those benefits that are work related items to which fringe benefits tax does not apply and are considered to be effective to salary package for all Employees.
- 7.5.5. All salary sacrifice arrangements must be negotiated in advance.
- 7.5.6. Benefits that may be salary sacrificed include:
  - 7.5.6.1. Superannuation.
  - 7.5.6.2. Motor Vehicles under a novated lease arrangement

7.5.6.3. Exempt Benefits such as:

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

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

- (a) Travel, accommodation and meals for the family
- (b) Removal of furniture and personal effects
- (c) Temporary accommodation
- (d) Home sale and purchase costs

**7.6. Allowances**

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

**7.7. Annualisation of Allowances**

- 7.7.1. Council may enter into discussions with any group of employees for the annualisation of allowances otherwise payable to them under the relevant award and this agreement.
- 7.7.2. Employees eligible for existing annualised allowances will be paid in accordance with those as contained in Clause 7.9 - Existing Annualised Allowances Payable of this Agreement. These arrangements will remain in force until a new annualised allowance schedule is agreed to as outlined above, from which point the existing annualised allowances will be paid in accordance with the revised schedule.
- 7.7.3. Any allowances not included in the annualised schedule but provided for in the relevant Award will be payable on an as claimed and appropriately approved basis.

**7.8. Process for review of existing Annualised Allowances**

- 7.8.1. To undertake the review of allowances as outlined above, a work area review group will be established consisting of management, a selection of supervisors and staff from relevant occupational groups, Union representatives, and Human Resources representatives. The review group will establish the project timelines, milestones, an agreed benchmarking process and the objectives of the review.
- 7.8.2. The review group responsibilities shall include, but not be limited to the following:
  - 7.8.2.1. Analysis of relevant Award conditions and current annualised allowances and rates of pay.
  - 7.8.2.2. Data collection, verification, consultation with Employees affected and analysis of at least 3 years of data.
  - 7.8.2.3. Determine which allowances are suitable to be annualised by meeting a criteria that such annualisations would be of benefit to the Employees and to Council in meeting financial sustainability obligations, rather than continuing to be paid in accordance with Award provisions.
  - 7.8.2.4. Calculation of an appropriate allowance annualisation amount for each allowance that has been identified as suitable for annualisation where the characteristics of the target occupational group have been taken into account.
  - 7.8.2.5. Agreement is required of both management and Unions / Employee Representatives of proposed annualised allowances agreement prior to presenting findings to JCC.
  - 7.8.2.6. Present the findings and a recommendation to the JCC for review of the proposed annualised allowance schedule.

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

#### **7.9. Existing Annualised Allowances Payable**

- 7.9.1. Mechanical Workshop Disability Allowance
- See Schedule 6 of this Agreement.
- 7.9.2. Sewerage Treatment Plant Disability Allowance
- See Schedule 7 of this Agreement.
- 7.9.3. All Purpose Allowance - Fitters
- See Schedule 8 of this Agreement.
- 7.9.4. All Purpose Allowance - Esplanade Lagoon
- See Schedule 9 of this Agreement.
- 7.9.5. All Purpose Allowance - Regulated Parking
- See Schedule 10 of this Agreement.
- 7.9.6. All Purpose Allowance - Street Litter/ Toilet Cleaning
- See Schedule 11 of this Agreement.
- 7.9.7. All Purpose Allowance – Relief Street Litter/ Toilet Cleaning
- See Schedule 12 of this Agreement.
- 7.9.8. All Purpose Allowance – Plumbing Inspectors
- See Schedule 13 of this Agreement.
- 7.9.9. All Purpose Allowance – Portsmouth Landfill
- See Schedule 14 of this Agreement.
- 7.9.10. Electrical Disability Allowance
- See Schedule 15 of this Agreement.
- 7.9.11. Live Sewer Allowance
- See Schedule 16 of this Agreement.
- 7.9.12. Street sweepers annualized allowance
- See Schedule 17 of this Agreement

#### **7.10. Allowances Outside the Relevant Awards**

The rates contained in Clause 7.10 will be indexed by 2% from 1 July 2021 and 2.2% from 1 July 2022, 2023 and 2024 unless otherwise stated.

##### **7.10.1. Electrical Licence Allowance**

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

- 7.10.1.1. All licensed electricians as defined by the Electrical Safety Office will be paid an all-purpose allowance off \$66.39 a fortnight.

- 7.10.1.2. All time required by licensed electricians to fully comply with the Electrical Safety (Codes of Practice) Notice 2013, will be provided and paid for by the Council.
  - a) All costs incurred in complying with the Electrical Safety (Codes of Practice) Notice 2013, will be borne by Council.
- 7.10.1.3. Paid training leave will be provided to licensed electricians for refresher training on the requirements of the Electrical Safety (Codes of Practice) Notice 2013. All course costs, training manuals, textbooks, regulations and standards associated with a training course will be reimbursed to the Employee by the Council.

#### 7.10.2. Fluoride Dosing Equipment Maintenance Allowance – Fitters and Electricians

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

#### 7.10.3. First Aid Allowance

An Employee holding current Senior First Aid and CPR qualifications and who is appointed annually by a delegated person to perform first aid duties will be paid a weekly allowance of \$18.46. First Aid Allowance will be paid on a pro rata basis for part time Employees.

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

#### 7.10.4. Leading Hand Allowance

All positions entitled to payment of Leading Hand Allowance as defined in Queensland Local Government Industry (Stream B) – State 2017 Division 2 Section 5 Clause 13.11, Queensland Local Government Industry (Stream C) – State 2017 Division 2 Section 1 Clause 13.17 and Queensland Local Government Industry (Stream C) – State 2017 Division 2 Section 2 Clause 13.12 shall be paid \$73.03 per week or part thereof on a pro-rata basis for Employees in a leading hand position.

#### 7.10.5. Meal Allowance

When applicable, under the provisions of the relevant Award, the meal allowance payable shall be \$13.45.

#### 7.10.6. Camp Allowance

Where for the performance of work it is necessary for Employees to live in a camp provided by the Employer either because there are no reasonable transport facilities to enable such Employees to travel to and from home each day or because such Employees are directed to live in such camp, such Employees shall be paid a camping allowance of \$41.83 for each day (including Saturday and Sunday) the Employees live in camp

7.10.7. Nominees Allowance (Electrical Trades Persons)

- 7.10.7.1. Electrical tradespersons are required to use the skills associated with the QTP (Qualified Technical Person) authorization (or equivalent) in the course of their work for CRC, in relation to signing documents for electrical work that are required by the *Electrical Safety Act* or by an electricity entity. As such all Electrical Tradespersons will be required to be trained as Qualified Technical Persons (QTP). All costs associated with the training, re-training and time required to complete the training to become a QTP shall be covered by CRC.
- 7.10.7.2. Trade Qualified Electricians who gain the accreditation for an Electrical Contractors License and are required to exercise the duties associated with this accreditation, will be paid a “Nominee Allowance” at the rate of \$106.56 per week.
- 7.10.7.3. This allowance will be a set weekly amount and will be paid for all hours worked. For the purpose of this clause, paid RDOs, paid sick leave hours and overtime hours will be classed as hours worked.
- 7.10.7.4. This allowance will not form part of the base rate as it applies to the calculation of annual leave, leave loading, long service leave and superannuation.
- 7.10.7.5. The payment of this allowance is conditional on electrical trades persons providing certified copies of such a qualification to their manager and being listed as a nominee to exercise the duties required by Council that are associated with the Electrical Contractors Licence.
- 7.10.7.6. An apprentice electrician who transitions to a trade qualified electrician must become QTP qualified when eligible.

**7.11. Registered Professional Engineer Queensland Allowance – RPEQ**

- 7.11.1. Engineers who are required to provide “Professional Engineering Services” as per the “Professionals Engineers Act 2002” and whom are a RPEQ (Registered Professional Engineer of Queensland) shall receive an allowance of \$1500 per annum effective first pay period on or after 1 July 2021
- 7.11.2. The RPEQ Allowance will be increased annually from effective first pay period on or after 1 July 2022 in line with salary movements under clause 7.2 Wage Increases.
- 7.11.3. This allowance be paid as a set fortnightly amount and will be paid for all hours worked. For the purpose of this clause, paid RDO’s, paid personal leave hours and overtime will be classed as hours worked.
- 7.11.4. This allowance will not form part of the base rate. It does not apply to the calculation of annual leave, leave loading, long service leave and superannuation.
- 7.11.5. In addition to the allowance stated in this clause Council will reimburse registration and renewal fees to maintain the employees RPEQ accreditation.
- 7.11.6. In addition to the allowance stated in this clause Council will provide the employees professional development opportunities related to the employee areas of practice, and that will count towards the employees continuing professional development necessary for the employee to retain registration with BPEQ (Board of Professional Engineering Queensland) and maintain RPEQ status.
- 7.11.7. The payment of this allowance is conditional on the employee providing certified copies of such a qualification to their Executive Manager / Human Resources.
- 7.11.8. The above allowance is applied to the position.

**7.12. Reimbursement of Professional Association Fees**

- 7.12.1. Where an Employee is required by legislation to be a member of a professional association or registered industry board in order to discharge their professional Council duties; or where membership of an association or registered industry board is a condition imposed by Council in the Employee’s contract of employment and position description so as to make Council the beneficiary of such payments; then these

are to be made direct to the association by the Employee and will then be reimbursed to the Employee by Council.

- 7.12.2. The membership fees, application fees and or renewals of Employees to professional associations or registered industry board or registered industry board may be charged to the budget of the relevant Council department provided:
  - 7.12.2.1. Membership fees are paid to a recognised professional association or registered industry board
  - 7.12.2.2. Membership payment is limited to one association or registered industry board per Employee per year
  - 7.12.2.3. Membership reimbursement must be approved by the Employee's Director
  - 7.12.2.4. Reimbursement is made to the Employee who holds the recognised professional designation or carries out the legislative requirements. No payment will be made directly to a professional association or registered industry board.
  - 7.12.2.5. Where professional association membership is not a condition of employment, or a legislative requirement on an Employee's position, Council will review each claim for reimbursement of professional membership fees on a case by case basis to determine the primary beneficiary. If the Employee is the sole beneficiary, Council will not reimburse such fees. Where Council receives primary or a reasonable level of benefit, reimbursement of fees may be considered.

### **7.13. Travel Allowance for Transferred Employees**

- 7.13.1. Each Employee has been, and new Employees shall be, appointed to a role at a specified location, which shall be their principal place of employment. This clause shall not apply in circumstances where an Employee;
  - 7.13.1.1. Commences and finishes work at his/her principal place of employment but undertakes duties at a site or workplace in another area and is provided with transport
  - 7.13.1.2. Is relocated between a depot or office within 5 kilometers of their principle place of work
  - 7.13.1.3. Applies for and is appointed to and accepts a position designated at another workplace in another area.
- 7.13.2. There shall be no restrictions on the temporary transfer of Employees between locations and Employees can be required to work anywhere within the region, subject to workplace health and safety requirements.
- 7.13.3. The employer will consider an Employee's personal circumstances and give as much notice as possible but at least 24 hours' (one working day) notice of a requirement to start/finish work at a different location for a temporary period. When an Employee is temporarily transferred from their principal place of employment to start and finish work at another location, they shall be provided with commuter use of a Council vehicle, or paid the appropriate vehicle allowance as specified by the Australian Tax Office if agreeable to using their private vehicle. Any travel time in excess of normal daily travel will be undertaken in the employer's time or paid at the ordinary time rate Monday to Friday or time-and-a-half on Saturday, Sunday or Public Holiday.
- 7.13.4. If the need should arise for Council to direct an Employee to work at or from different location for a period in excess of three (3) months, arrangements applicable to the Employee's individual circumstances will be discussed with the Employee concerned, and their representative if requested.
- 7.13.5. If an Employee is requested by Council and agrees to permanently change their principal place of employment to another location within the region, other than when the Employee has applied for an advertised role in the new location, the arrangements applicable to temporary transfer may apply for up to three months, or the transferred Employee may request the equivalent payment be made in one lump sum to facilitate purchase of a vehicle or relocation of residence.

#### **7.14. On-Call Arrangements**

- 7.14.1. Council is not prepared to force an Employee to participate in a roster which requires the Employee to remain on-call outside normal working hours, except where the Employee has previously agreed to a condition of employment that requires the Employee to participate in an on-call working arrangement that is an inherent requirement of the position. However, Employees can be rostered to remain on-call outside normal working hours where the Employees volunteer to participate in such an on-call arrangement.
- 7.14.2. The terms and conditions which are to apply to Employees who are required to remain on-call outside normal working hours pursuant to a condition of their employment or who volunteer to remain on-call outside normal working hours shall be as per Schedule 4 of this Agreement.

#### **7.15. Unpleasant Working Conditions**

- 7.15.1. This Clause applies where Employees are required to undertake a task and/or perform work that is considered to be particularly unpleasant as defined in Schedule 5 of this Agreement and covers such circumstances where Employees come into contact with faeces, nappies, urine, putrescible waste (where no other Award provisions apply) and vomit and in the absence of any other Award provision being applicable for such circumstances.
- 7.15.2. Where such circumstances exist, the Employees must record such incidents on daily timesheets for the supervisor to approve payment of such an unpleasant working conditions allowance. Payment shall be at the rate of time and a quarter for all time so worked, with a minimum payment of 30 minutes' duration being applicable.

#### **7.16. Supervisors of State Award Employees**

- 7.16.1. Where an Employee covered by the Award listed in Clause 1.6.2 of this Agreement is defined in the relevant Award as supervising State Award Employees whose ordinary hours of work are 38 hours per week, such Employee shall be paid for the hours worked between 36.25 hours and 38 hours at the ordinary rate payable for the first 36.25 hours and will be paid overtime rates thereafter.

#### **7.17. Overtime**

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

#### **7.18. 10 Hour Break**

- 7.18.1. For the purposes of clarity a 10 Hour Break is exclusive of reasonable travel that is required for the employee to return home.
- 7.18.2. An employee who works so much overtime between the cessation of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty does occur without loss of pay for ordinary working time occurring during such absence. However, if the employee is in receipt of a call out / call back which finishes after 11pm and before 4am, irrespective of the quantity or duration of the call out/s, the employee must have a mandatory 10 hour break from their last call, before reporting back to work to complete their ordinary shift (or part thereof)
- 7.18.3. Where an employee is on call and has supervisory responsibilities and is in receipt of only one single call and that call starts 2 hours prior to normal starting time, irrespective of the duration of the call out, the employees overtime shift will continue until the usual start time after which the employee will continue to work their ordinary shift until they have completed their standard daily hours (inclusive of hours worked from the start of the call out). The employee will be paid ordinary time for their normal shift, irrespective of how many hours worked.

- 7.18.4. If, on the instructions of the employer, an employee resumes or continues ordinary work without having had 10 consecutive hours off duty the employee shall be paid double rates until released from duty and shall then be entitled to be absent until 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 7.18.5. An employee on call over the weekend must not work more than 16 hours from cessation of the shift on Friday and must have 10 consecutive hours off duty for each 24-hour period from midnight to midnight on each day of the weekend.

#### **7.19. Higher Duties Allowance**

- 7.19.1. As per Award provisions.

#### **7.20. Principle of Merit and Equity in the Workplace**

- 7.20.1. Council recognises its responsibilities under relevant legislation in relation to ensuring equity and fairness in the workplace, and in addition to legal requirements, it aims to implement policies and practices that go beyond legislative requirements to improve the benefits and workplace for Employees. The parties to this Agreement are committed to equity in the workplace and will work together to develop and incorporate strategies to ensure fair treatment for all Employees and promote the idea of workforce diversity. The parties agree to ensure that our recruitment and working arrangements are consistent with the aim of assisting Employees with family responsibilities to engage in employment without being subject to discrimination and, as far as possible, without conflict between their employment and family responsibilities.
- 7.20.2. The parties also agree to promoting and nurturing the principle of workforce diversity in acknowledging individual differences in people that arise from a range of backgrounds and lifestyles, and recognising the value of those perspectives and ideas to enhance the quality and outcomes of our work.
- 7.20.3. Council commits to continuing to develop strategies and processes to assist identified target groups within our workplace. That is:
  - 7.20.3.1. People with Disabilities
  - 7.20.3.2. People from Culturally & Linguistically diverse backgrounds
  - 7.20.3.3. Women; or
  - 7.20.3.4. People of Aboriginal and Torres Strait Islander descent,
- 7.20.4. Council will encourage understanding and acceptance of the use of flexible working conditions for Employees to participate in cultural or religious ceremonies or customs.
- 7.20.5. Council will be committed to empowering Employees through providing career paths by growing skills and knowledge internally. All Employees will have equitable access to positions through an impartial recruitment and selection process that ensures the most suitable applicant for any position, whether an existing Employee or an external applicant. The most time efficient and cost-effective methods will be used to find talented candidates matching the competencies, attitudes, behaviours, qualifications, experience and expertise relevant to the needs of that position.
- 7.20.6. In empowering and providing equal opportunity for Employees applying for any vacant internal positions for which they qualify, Council will, wherever possible, provide that:
  - 7.20.6.1. Efforts are made to assist Employees in gaining skills beneficial to the Employee and Council that are appropriate to the career progression of the Employee as agreed in the Employee's *Personal Review & Development Plan* as per Clause 10.4.



- 7.20.6.2. Internal applicants are provided with full and early opportunity to apply for vacancies to achieve career progression within Council and assistance is provided to Employees where necessary in applying for positions.
- 7.20.6.3. All Departments that have Employees without computer access must make their Employees fully aware of internal career opportunities by posting internal job advertisement notices in locations where they can be readily seen by the subject Employees.
- 7.20.6.4. Any internal applicants that have been unsuccessful in being selected for a position are entitled to seek advice from the chair of the selection committee as to their deficiencies precluding them from attaining the position.
- 7.20.7. Prior to advertising any vacancy, an assessment will be conducted by Council to determine if there is a re-deployee, at level or higher, who has the requisite and or transferable skills, knowledge or qualifications or who can rapidly acquire the requisite skills, knowledge and or qualifications. Where such a match exists Council will first make an offer to the re-deployee prior to advertising the position.
- 7.20.8. Council will advertise vacant positions internal in the first instance, where it is believed the necessary skills and qualifications exist within the organisation's work force.
- 7.20.9. Should a decision be made by the relevant management that the skills and qualifications are required from the broader labour market, concurrent advertising will be used in these circumstances when it can be shown that there are no suitably skilled and/or qualified Employees within Council, or where internal advertising has not provided a sufficient applicant pool.

## **8. EMPLOYEE WELLNESS**

### **8.1. Outside Depots /Facilities**

- 8.1.1. Where practicable, a Combined Smoko and a ½ hour lunch break are to be taken on the relevant worksite, and not at an established depot, provided that Employees who are required to remain at the worksite will be provided with: -
  - 8.1.1.1. shelter;
  - 8.1.1.2. a toilet; and
  - 8.1.1.3. wash facilities.
- 8.1.2. Where it is not practicable to provide such facilities, Employees will be permitted to travel to the nearest appropriate facility where shelter, a toilet and wash facilities are available.

### **8.2. Mental Health**

- 8.2.1. Council recognises that the workplace plays a vital role in assisting employees affected by mental health issues and commits to:
  - 8.2.1.1. Establishing a mental health and well-being policy and
  - 8.2.1.2. Foster communication and openness to mental health issues to reduce any stigma or barriers which may impact on employees seeking support, and
  - 8.2.1.3. Providing assistance and support to employees, including access to EAP, access to resilience training and the training of employees to enable such support, and
  - 8.2.1.4. Identifying and taking reasonable steps to eliminate or reduce identified workplace factors which may contribute to the development of work-related stress and ill health, and
  - 8.2.1.5. Information will be made available to employees about service providers who may be able to offer additional support.

- 8.2.2. Council recognises the importance of proactive initiatives which support employees who may be suffering from mental health issues.

### 8.3. Employee Assistance Program

- 8.3.1. Council will provide confidential counselling, financial advice, dietician and legal advice services, from a specified provider, for all staff and members of their immediate family seeking to use such services for matters affecting work performance.
- 8.3.2. The services can be accessed directly and initially without the need to seek approval.
- 8.3.3. Financial advice and legal advice services visits are restricted to one (1) visit for anyone (1) individual staff (and members of their immediate family) per year, after which time additional visits must be approved by the Director People and Organisational Performance.

### 8.4. Workplace Parenting

- 8.4.1. Council recognises the importance and benefits of breastfeeding and understands that many women will return to work and wish to continue to breastfeed. In this regard Council commits to accommodating the needs of Employees who seek to make the best possible choice for their children in a way that is in harmony with Council operations.

- 8.4.2. Provision of facilities and support for workplace parenting includes:

#### 8.4.2.1. Facilities

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

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

#### 8.4.2.2. Lactation Breaks

Council is committed to providing Employees with flexibility to take lactation breaks during their workday. These can be negotiated between the Employee and the supervisor as part of a flexible work hours' arrangement as per Clause 6.7 of this Agreement.

This may include:

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

#### 8.4.2.3. Flexible Work Options

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

#### 8.4.2.4. Support from Managers

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

### 8.5. Reconciliation Action Plan (RAP)

- 8.5.1. Council has committed to supporting the development and ongoing application of the Reconciliation Action Plan (RAP) program launched by Reconciliation Australia in July 2006 commemorating the 40th anniversary of the 1967 referendum to provide equality for Aboriginal and Torres Strait Islander peoples.
- 8.5.2. In supporting this program, Council has developed a RAP with real actions that will contribute to providing opportunities within our region for Aboriginal and Torres Strait Islander people aimed at closing the economic and life expectancy gap between Indigenous people and other Australians. The Cairns Regional Council RAP has been developed with input of Indigenous Employees of Council, Senior Management, Councillors; the Indigenous Advisory Committee to Council and the input and contribution by Aboriginal and Torres Strait Islander people from our region.
- 8.5.3. In delivering on these actions Council commits to supporting and creating mutual and respectful relationships between Indigenous people, staff members of our organization and the wider community. Council will actively work together within, and outside of the organization to identify solutions and generate successes that are in everyone's best interests in closing the social and economic divide that exists between many Indigenous people and other Australians. The framework for RAPs is based on three key areas:
  - 8.5.3.1. Relationships
  - 8.5.3.2. Respect; or
  - 8.5.3.3. Opportunities
- 8.5.4. As CRC's current Reconciliation Action Plan is one that 'supports, nurtures and strengthens the development of respectful, productive and meaningful relationships between Aboriginal and Torres Strait Islander and non-Indigenous people'; the National Aboriginal & Islander Day of Celebration (NAIDOC) provides a prime opportunity for Council Employees to support this objective. Council does support Employees supporting NAIDOC and will determine on a year by year basis any special leave arrangements that may be made available for this event.
- 8.5.5. Council aspires to be an employer of choice for Indigenous people; we encourage diversity, and we will actively recruit with this in mind. Council commits to increasing the participation of Indigenous people in all sectors of our operations to benefit communities within the region through sharing experience and knowledge.
- 8.5.6. By Council committing to the RAP it builds on our region's successes and pledges the developing of an organisational culture, and future direction, that will promote our region as culturally inclusive for all Aboriginal and Torres Strait Islander people.

## 9. SERVICE QUALITY

### 9.1. Service Quality

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

## 9.2. Service Improvement Program

- 9.2.1. Council commits to providing training, support and mentoring through its Learning and Organisational Development unit to enable Council wide service improvements for our Customers and the Community, in turn increasing Employee satisfaction through process improvements and a better working environment.
- 9.2.2. All parties will commit during the life of the Agreement to continually identifying possible changes in work practices to meet their work unit performance goals. Performance goals in respect to this objective will take into consideration best work method practice, safety requirements and customer expectations as determined by customer surveys.
- 9.2.3. Process reviews assist work units to actively look for ways to adjust their processes to improve their customer's experience.
- 9.2.4. Process reviews will genuinely consider impacts to staffing / redeployment.
- 9.2.5. Process reviews are designed to achieve major improvements in Council processes, including its business processes. The purpose is to the redesign key processes as required to achieve improvements in performance and service provision. Improvements are sought through streamlining the processes, better understanding of our customer's expectations and improving our customer communication.
- 9.2.6. Assistance, support and training will be provided to the service and work units on methods to examine work practices which find and implement improvements.

## 9.3. Skills Development

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

## 9.4. Responsible Use of Social Media

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

Council's administration instruction on the use of social media will be available on the Council intranet and at depot locations. Council will also include responsible use of social media as a component of the induction program for new employees and the bi-annual refresher training for the Code of Conduct for all employees.

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

- 9.4.1.1. While Council encourages the use of social media, it should not be used to the extent that affects an Employee's productivity. Council will monitor use of social media and address any perceived over-use of personal social media;
- 9.4.1.2. Only Employees authorised to do so should undertake social media activity on behalf of Council;
- 9.4.1.3. If an Employee has administrative rights over the access of an official Council social media site the Employee must hand this account over if they separate from Council;
- 9.4.1.4. If in the course of their duties an Employee sets up a social media site, the usernames and passwords must be made available to Council and are not to be changed without notification;
- 9.4.1.5. Any official Council announcements must be approved and clearly attributed to Council;
- 9.4.1.6. Employees must not use false personas when using social media or pretend to be impartial in promoting Council and its services;
- 9.4.1.7. Employees must not reveal any confidential or proprietary information;
- 9.4.1.8. Employees must not make disparaging or offensive comments whilst identifying themselves as an Employee of Council;
- 9.4.1.9. Prohibited communications include any postings that may be considered discriminatory or harassing, spam or junk type postings and anything of a pornographic nature; and
- 9.4.1.10. An Employee must not make reference to customers, colleagues, suppliers or sub-contractors without their express prior approval;

## **10. LEARNING AND DEVELOPMENT**

### **10.1. Learning and Development**

- 10.1.1. As an organisation that provides services and support to the local community, Cairns Regional Council Employees will all need to embrace learning and flexibility in order to meet the changing needs of Local Government as well as our stakeholder's expectations. Council's success will be reliant on its most valuable resource, a flexible and knowledgeable workforce. The requirement for learning and development is significant, to support and enable our Employees at all levels to embrace change and increase their capability.
- 10.1.2. The key drivers of learning and development are:
  - 10.1.2.1. Council's Corporate Plan including our vision, mission and values
  - 10.1.2.2. Council's Leadership Development Program
  - 10.1.2.3. Employee Opinion Surveys
  - 10.1.2.4. Position Descriptions
  - 10.1.2.5. Personal Review Development Plans
- 10.1.3. The parties to this Agreement recognise that increasing the efficiency and productivity of the industry requires an ongoing commitment to education, training and skill maintenance, development and enhancement. Accordingly, the parties commit themselves to:
  - 10.1.3.1. developing a highly skilled and flexible workforce
  - 10.1.3.2. providing Employees with opportunities through appropriate education and training to acquire additional skills
  - 10.1.3.3. ensuring the opportunities offered provide Employees with up-to-date skill sets relevant to their role and

- 10.1.3.4. providing training opportunities that support career progression and succession planning within Council
- 10.1.4. All Employees shall have reasonable and equitable access to education and training, such education and training shall:
  - 10.1.4.1. be consistent with Council's Learning & Development Administration Instruction
  - 10.1.4.2. enable Employees to acquire the range of skills they are required to apply, relevant to the roles and responsibilities of their position description
  - 10.1.4.3. enhance Employees' opportunities for transfer / secondment / promotion.

## **10.2. Developing a Smart/ Learning Organisation**

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

## **10.3. Investment in People**

### **10.3.1. Leadership Development**

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

### **10.3.2. Women's Development Programs**

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

### **10.3.3. Induction Orientation**

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

### **10.3.4. Team Management**

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

organisations to effect positive and lasting change and achieve higher performance in the workplace.

#### 10.3.5. Study Assistance

- 10.3.5.1. Council supports Employees who endeavour to further their education (as it relates to their position), through the provision of financial subsidy and study leave.
- 10.3.5.2. Study Assistance is available for:
  - a) courses leading to a recognised secondary or tertiary level qualification;
  - b) a short course not necessarily leading to a qualification, if the course is offered by an approved educational institution or examining body (Learning and Development can advise on the eligibility of short courses for study assistance)
  - c) Provision of training necessary to provide eligibility to join a professional association or ability to undertake certain legislative requirements related to a profession as per clause 7.11 “Reimbursement of Professional Association Fees”
- 10.3.5.3. Financial Assistance and leave to attend classes and examinations may be granted to eligible staff members enrolled in an approved course;
- 10.3.5.4. Staff need to pay their fees up front each semester and claim reimbursement upon successful completion at the end of each semester
- 10.3.5.5. Approval is given by the Director; and
- 10.3.5.6. Information for Employees in this regard will be appropriately detailed in an Administration Instruction

#### 10.3.6. Secondments as a Learning Tool

- 10.3.6.1. Council is committed to providing opportunities to Employees for Internal Secondments for the purpose of enhancing Employees’ professional and personal development and for better use of human resources throughout Cairns Regional Council
- 10.3.6.2. Information for Employees in this regard will be appropriately detailed in an Administration Instruction

### 10.4. Personal Review & Development Plan (PRDP)

- 10.4.1. In underpinning Council’s commitment to ensure equity in appropriate and beneficial training and development being offered to all Employees, Council will, over the life of this Agreement put in place measures to meet 100% compliance in Employees participating in the annual Personal Review and Development Plan (PRDP).
- 10.4.2. This will provide all Employees with the opportunity to participate in their own personal development through the process of creating a plan based on the Corporate Plan, awareness, values, reflection, goal-setting and planning for their personal development within the context of a career, education and self-improvement. PRDP will also be a key input into the annual Council training programs based on approved development actions as agreed between Employees and their managers.
- 10.4.3. The PRDP process provides a direct link between Employees and supervisors that facilitates clear and meaningful feedback to support the achievement of the agreed goals outlined in the PRDP.
- 10.4.4. This process consists of three main stages:
  - 10.4.4.1. Joint development of objectives, behaviours and agreed commitments;
  - 10.4.4.2. Interim progress reviews to coach and give one-on-one feedback and intermittently review the skills matrix against the current skill set; and
  - 10.4.4.3. Review of roles and responsibilities contained in the position description;

- 10.4.5. The objective of the system is to provide an effective user-friendly professional development system for Employees.
- 10.4.6. The process provides staff with the opportunity to:
  - 10.4.6.1. Actively contribute to the achievement of Council's goals;
  - 10.4.6.2. Participate in setting work objectives and commitments;
  - 10.4.6.3. Improve communication and feedback with managers and staff;
  - 10.4.6.4. Clearly understand job requirements and expected behaviours;
  - 10.4.6.5. Identify and pursue personal/professional learning and development opportunities; and
  - 10.4.6.6. Receive recognition for achievements
- 10.4.7. This PRDP process, conducted prior to completion of the probationary period and then annually thereafter, closely aligns to what the Employee, the Employee's team / work unit and Cairns Regional Council want to achieve. In addition, many aspects of the system support the factors that contribute to Employee engagement which manifest in:
  - 10.4.7.1. Clear direction;
  - 10.4.7.2. Supportive environment;
  - 10.4.7.3. Challenge and meaning;
  - 10.4.7.4. Influence;
  - 10.4.7.5. Growth and recognition; and
  - 10.4.7.6. Relationship with supervisor
- 10.4.8. There are three phases to the process:
  - 10.4.8.1. Planning;

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

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

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

    - Track their own performance against their plan. The Employee should collect evidence over time to support their performance. Examples of evidence may include samples of work, feedback from customers etc.
    - Seek and act on feedback from others;
    - Request coaching and support; and



- Conduct at least one interim review with the Employees' supervisor to check their progress.

#### 10.4.8.3. Reviewing

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

### 10.5. Recognition of Training

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

## 11. UNIFORM CLOTHING

### 11.1. Uniforms – Outdoor Staff

- 11.1.1. This Clause applies to those Employees who are required to perform their work, either wholly or substantially outside and those Employees who are required to perform their work either wholly or substantially indoors and whose work requires the issue of a corporate uniform as PPE.
- 11.1.2. Council agrees to provide new Employees with an initial allocation of clothing comprising:
  - 11.1.2.1. Seven (7) shirts with corporate logo;
  - 11.1.2.2. Seven (7) pants with corporate logo;
  - 11.1.2.3. One (1) pair of safety glasses;
  - 11.1.2.4. One (1) broad brim hat; and
  - 11.1.2.5. Two (2) pairs of approved safety footwear including socks to the value of \$180.00 per pair subject to annual price review
- 11.1.3. Of the full allocation in Clause 11.1.2 above, a new Employee upon commencing with Council will receive the allocation in the staged delivery below:
  - 11.1.3.1. Four (4) shirts with corporate logo initially and the remaining three (3) shirts after successfully completing the Employee probationary period;
  - 11.1.3.2. Four (4) pants with corporate logo initially and the remaining three (3) pants after successfully completing the Employee probationary period; and
  - 11.1.3.3. One (1) set of approved safety footwear including socks to the value of \$180.00 and the remaining pair to the value of \$180.00 after successful completing the Employee probationary period
- 11.1.4. Council agrees to provide existing Employees with an annual issue of three (3) shirts with corporate logo, three (3) pants with corporate logo and one (1) set of safety glasses. In addition, fair wear and tear replacement of clothing and footwear will be implemented.
- 11.1.5. All uniforms must be worn in line with WH&S standards for UV protection, PPE and Corporate presentation standards.
- 11.1.6. Employees who require special fit footwear due to a medical condition will be provided with such footwear at no cost to the Employee on production of medical advice.

- 11.1.7. The issued uniforms must not be altered from the original manufacturers design; and Employees will be required to maintain these items to a reasonable standard.

## 11.2. Corporate Uniforms

- 11.2.1. This clause applies to those Employees who are required to perform their work, either wholly or substantially indoors, and whose work does not require the issue of a full corporate uniform as PPE.
- 11.2.2. The Council will provide each Employee with an annual subsidy to a maximum of \$350.00 per person per annum for the provision of uniforms to be purchased from Council's contracted provider of indoor uniforms.
- 11.2.3. Where an Employee who primarily works indoors, is required to work outdoors, as part of their role, they will be issued with one full set of personal protective equipment inclusive of safety footwear.
- 11.2.4. Replacement of the personal protective equipment, including footwear will be on a *fair wear and tear* basis.

## 12. SIGNATORIES

**Signed for an on behalf of:** Cairns Regional Council      Mica Martin  
Signature

Mica Martin  
Name in full

In the presence: Christine Posgate  
Witness Signature

Christine Posgate  
Name in full

29/03/2022  
Date

**Signed for an on behalf of:** The Australian Workers' Union of Employees, Queensland (AWU)      Stephen Kenneth Baker  
Signature

Stephen Kenneth Baker  
Name in full

In the presence: Breanna Beattie  
Witness Signature

Breanna Beattie  
Name in full

26/04/2022  
Date

**Signed for an on behalf of:** The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU)      Kane Lowth  
Signature

Kane Lowth  
Name in full

In the presence: Emma Eaves  
Witness Signature

Emma Eaves  
Name in full

04/04/2022  
Date

**Signed for an on behalf of:** Queensland Services, Industrial Union of Employees (QSU)

Neil Henderson  
Signature

Neil Henderson  
Name in full

In the presence: Imogen Smith  
Witness Signature

Imogen Smith  
Name in full

31/03/2022  
Date

**Signed for an on behalf of:** Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland (AMEPKU)

Rohan Webb  
Signature

Rohan Webb  
Name in full

In the presence: Minami Rose  
Witness Signature

Minami Rose  
Name in full

29/04/2022  
Date

**Signed for an on behalf of:** The Electrical Trades Union of Employees Queensland (ETU)

Peter Ong  
Signature

Peter Ong  
Name in full

In the presence: Kathryn Bignell  
Witness Signature

Kathryn Bignell  
Name in full

30/03/2022  
Date

**Signed for an on behalf of:** Plumbers & Gary O'Halloran  
Gasfitters Employees' Union of Queensland, Signature  
Union of Employees (PGEU)

Gary O'Halloran  
Name in full

In the presence: Shari Charrington  
Witness Signature

Shari Charrington  
Name in full

05/04/2022  
Date

**Signed for an on behalf of:** United Voice, Sharron Caddie  
Industrial Union of Employees, Queensland Signature  
(UVQ)

Sharron Caddie  
Name in full

In the presence: Leisa Brown  
Witness Signature

Leisa Brown  
Name in full

25/05/2022  
Date

**Signed for an on behalf of:** The Association Sean Kelly  
of Professional Engineers, Scientists and Signature  
Managers, Australia, Queensland Branch,  
Union of Employees (APESMA) Sean Kelly  
Name in full

In the presence: Annalese Jack  
Witness Signature

Annalese Jack  
Name in full

05/04/2022  
Date

**Signed for an on behalf of:** Transport Works    Richard Olsen  
   Union (TWU)       Signature

Richard Olsen  
Name in full

In the presence:       Helena Dalton-Bridges  
   Witness Signature

Helena Dalton-Bridges  
Name in full

06/06/2022  
Date

## 13. SCHEDULES

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

#### 1. Application of Schedule

- 1.1. This Schedule shall apply to all Employees employed in a full-time capacity in accordance with the terms and provisions of the Cairns Regional Council Certified Agreement 2021.
- 1.2. Employees wishing to enter into an Agreement to not accrue Rostered Days Off (RDO) and work twenty working days of the month shall adhere to the provisions as set out in Clause 6.2 Workplace Flexibility Agreements. Provided that it can be demonstrated, the Chief Executive Officer may, upon application, exclude an Employee from the standard hours provisions of this Schedule where the inclusion of the Employee would, in the demonstrated opinion of the Chief Executive Officer, be of personal benefit to the Employee in avoiding hardship, or prejudice the efficient operation of the Council's business. In the case of such an exclusion, the Employee will be engaged on a schedule of a 20 working day month, working full daily ordinary hours in accordance with the relevant Award. Such an arrangement would not accrue Rostered Days Off (RDO).

#### 2. Hours of Duty – 36.25 Hours A Week

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

#### 3. Hours of Duty - 38 Hours A Week

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

#### 4. RDO Accrual

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

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

- 4.2. Example: Employees paid for 19 days, the RDO entitlement will be as follows;

- For 36.25 hour week Employees is  $19 \times 7.25 \text{ hrs} \times .05263158 = 7.25 \text{ hrs}$  accrued RDO time.
- For 38 hour week Employees is  $19 \times 7.6 \text{ hrs} \times .05263158 = 7.6 \text{ hrs}$  accrued RDO time.

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

4.4. Local Government Industry Award (Steam A) State - 2017 Employees may accumulate up to 5 RDO's with the approval in advance of the relevant supervisor. Once 5 RDO's have been accrued the relevant Executive Manager will direct the Employee to take such RDO's. It is to be noted that the intent is that accrual of RDO's is to be the exception rather than the rule.

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

## **5. Overtime**

5.1. Subject to this Agreement, for the purpose of Clause "Hours of Work" and Clause 7.16 "Overtime" of the Agreement, the hours provided for in Clause "Hours of Duty – 36.25 Hours a Week" and Clause "Hours of Duty – 38 Hours a Week" of this Schedule shall be as applicable to the ordinary working hours per day, the ordinary weekly hours, the spread of ordinary hours per day and the ordinary hours of duty.



## **SCHEDULE 2 - NINE (9) DAY FORTNIGHT**

### **1. Employees Working A 36.25 or 38 Hour Week – Queensland Local Government Industry (Stream A) Award – State 2017**

- 1.1. Where operational requirements permit, eligible Employees working under the Queensland Local Government Industry (Stream A) Award – State 2017 in consultation with their manager may work a nine-day fortnight arrangement provided that:
- 1.2. Employees subject to the nine (9) day fortnight arrangement will work the following hours:
  - 1.2.1. If the Employee is engaged to work an average of 36.25 hours per week, they will work 8.06 hours per day.
  - 1.2.2. If the Employee is engaged to work an average of 38 hours per week, they will work 8.44 hours per day.
- 1.3. While Employees' actual hours of work will be determined by the relevant manager in consultation with Employees the spread of working hours will generally be:
  - 1.3.1. If the Employee is engaged to work an average of 36.25 hours per week between 6.00am – 6.00pm.
  - 1.3.2. If the Employee is engaged to work an average of 38 hours per week between 6:00am – 6.00pm.
- 1.4. Lunch breaks. For 36.25 hours per week Employees: Lunch breaks will be 45 minutes per day taken between 12.00pm and 2.00pm. The duration of lunch breaks may be amended with manager approval; however, a minimum lunch break of 30 minutes must be taken. Where a lunch break is amended, the hours of work on the same day should be adjusted to ensure the required 8.06 hours are worked in the one (1) day.
- 1.5. For 38 hours per week Employees: Lunch breaks will be as determined by the relevant manager in consultation with staff. Lunch breaks will be a minimum of 30 minutes.
- 1.6. An Employee and their respective manager may negotiate a 9-Day Fortnight arrangement provided that it will meet, but not be limited to, the following criteria:
  - 1.6.1. Maintain customer service quality
  - 1.6.2. Support the work unit's operational procedures and responsibilities
  - 1.6.3. Be adaptable to changing job tasks
  - 1.6.4. Maintain effective operational communication and accountability
  - 1.6.5. Be understood by the participants as to the expectations of the arrangement
  - 1.6.6. Be based on the business merits of the individual proposal
  - 1.6.7. Maintain normal Council customer service hours
  - 1.6.8. Remain cost neutral in relation to routine overtime and on-call arrangements
  - 1.6.9. Provide for Employee safety, security, and supervision
  - 1.6.10. Preserve the public image of Council
  - 1.6.11. Be subject to a set roster that caters for operational and customer service needs
  - 1.6.12. Provide a Win / Win outcome for all stakeholders
  - 1.6.13. Except as otherwise provided herein, the relevant Manager will not unreasonably refuse a request for a 9-day fortnight arrangement.
- 1.7. Council may reject an employee/s request to enter into a 9-day fortnight arrangement where the above criteria are not met and/or:
  - 1.7.1. There is a regulatory or legislative requirement for the officer to be available for a 10-day period or it would prejudice Council's efficient operation; or
  - 1.7.2. The type of work or specialisation required to be performed by the employee is beyond the capacity of the resources of other employees at Council and alternative arrangements utilising other employees cannot be made without adversely affecting productivity and/or service levels of Council.
- 1.8. Employees must be prepared to accept that rostered days off related to a 9-Day Fortnight arrangement roster may not always fall on either a Monday or a Friday. Where necessary, in some work units, for the continuity of work or where direct customer care is required the only option may be a full rolling roster where an Employee would be rostered off on a different day of the week in each two-week period. This means the day taken as an RDO at each two-week period will cycle through Monday to Friday. (current clause EBA 6.6.4)

- 1.9. Where an Employee's RDO falls on a public holiday, then the Employee shall be entitled to either the next or the previous working day off, but if this is unsuitable to either the Employee or the Employee's manager, then the Employee may take another day selected by mutual agreement between the Employee and the manager.
- 1.10. Managers shall prepare rosters in accordance with the above. Such rosters are to be available to each Employee four (4) weeks prior to the expiration of the previous roster.
- 1.11. An RDO should be taken on the days allocated on the roster. However, alteration to rosters may be required from time to time due to emergent circumstances. In such circumstances alteration to rosters will occur by mutual agreement between the manager and Employee.
- 1.12. Stream A Award employees working the 19-Day Month prior to the commencement of this Agreement, upon electing in writing and subject to the condition Clause 1.8 and 1.9, will be eligible to request in writing to their manager a transition to the Nine-Day Fortnight upon certification of this Agreement..
- 1.13. The banking of RDO's will be permitted under this Agreement only in order to provide Employees with RDO's to be used in the Christmas shutdown period. Under this provision all Employees have the option to accrue days to a maximum of three (3) RDO's from October 1 proceeding the Christmas period for that year.
- 1.14. Where an Employee has as agreed to work on their RDO due to operational reasons they may elect to accrue their RDO as TOIL or to be paid overtime for the hours worked. Overtime will be paid in accordance with the relevant Award.
- 1.15. When an Employee has taken a period of personal leave that may go over their scheduled RDO, the RDO will be recorded as taken as scheduled with no reduction in their personal leave accrual.
- 1.16. An Employee who falls sick on their RDO shall not receive any further day off in lieu of the RDO and may not claim the day as personal leave.
- 1.17. Annual leave entitlements shall be recorded in hours so that each day's annual leave shall be recorded as 8.06 and 8.45 hours as appropriate.
- 1.18. During pay periods in which annual leave is taken, Employees shall be entitled to take their RDO, with no reduction in annual leave credits.
- 1.19. An Employee who is relieving in a higher position, that is an Award position or a contract manager position, in which a Nine (9) Day Fortnight is not applied, and who is receiving the higher duties payments for that position, is excluded from the RDO arrangements and shall not be entitled to take RDO's whilst so relieving and shall not accrue RDO's during the period of relief.
- 1.20. 9-day Fortnight arrangements will be recorded as per clause 6.2 – Workplace Flexibility Agreements.

## **2. Employees working a 38 hour week – Queensland Local Government Industry (Stream B) and (Stream C) Award – State 2017**

- 2.1. Where operational requirements permit, eligible Employees working under the Queensland Local Government Industry (Stream B) and (Stream C) Award – State 2017 Award in consultation, with their manager, may work a nine-day fortnight arrangement provided that:
  - 2.1.1. Employees have worked 76 ordinary hours over 9 days. These hours must be worked between the normal span of ordinary hours between 6.00am and 6.00pm., to a work pattern that is set in Agreement with the supervisor/manager
  - 2.1.2. Employees must work an additional 27 minutes per day for 9 days in a normal 10 day (2 week) period
  - 2.1.3. Where an Employee's RDO falls on a Public Holiday, then the Employee shall be entitled to either the next or the previous working day off, but if this is unsuitable to either the Employee or the Employee's manager, then the Employee may take another day selected by mutual Agreement between the Employee and the immediate supervisor.
  - 2.1.4. The banking of RDO's will be permitted under this Agreement only in order to provide Employees with RDO's to be used in the Christmas shutdown period. Under this provision all Employees have the option to accrue days to a maximum of three RDO's from the October 1 preceding the Christmas period for that year.

- 2.1.5. Where an Employee has as agreed to work on their RDO due to operational reasons they may elect to accrue their RDO as TOIL or to be paid overtime for the hours worked. Overtime will be paid in accordance with the relevant Award.
- 2.1.6. When an Employee has taken a period of personal leave that may go over their scheduled RDO, the RDO will be recorded as taken as scheduled with no reduction in their personal leave accrual.
- 2.1.7. An Employee who falls sick on their RDO shall not receive any further day off in lieu of the RDO and may not claim the day as personal leave.
- 2.1.8. Annual leave entitlements shall be recorded in hours so that each day's annual leave shall be recorded as 8.06 and 8.45 hours as appropriate.
- 2.1.9. During pay periods in which annual leave is taken, Employees shall be entitled to take their RDO, with no reduction in annual leave credits.
- 2.1.10. An Employee who is relieving in a higher position, that is an Award position or a contract manager position, in which a Nine (9) Day Fortnight is not applied, and who is receiving the higher duties payments for that position, is excluded from the RDO arrangements and shall not be entitled to take RDO's whilst so relieving and shall not accrue RDO's during the period of relief.
- 2.1.11. 9-day Fortnight arrangements will be recorded as per clause 6.2 – Workplace Flexibility Agreements.

## SCHEDULE 3 - PURCHASE OF LEAVE

### ANNUAL LEAVE FLEXIBILITY – PURCHASE OF ADDITIONAL ANNUAL LEAVE

#### 1. Policy

- 1.1. Cairns Regional Council aims to assist staff to balance work and personal commitments by allowing Employees to purchase additional leave of up to 4 weeks over a 12 month period. An additional leave purchase, referred to as *48/52 Annual Leave* for the purposes of the EBA 2021, would allow Employees to accrue up to 4 weeks additional annual leave in a 12 month period by reducing their 52 week annual salary to a 48 week annual salary following approval from their Manager and Director.
- 1.2. An Employee is able to maintain their superannuation benefit by continuing their normal Employee and employer superannuation contribution for the period of the purchased leave.
- 1.3. Employees will have the option of purchasing one, two, three and four weeks (i.e. 51/52, 50/52, 49/52, 48/52). The purchased leave option will need to be in place for a minimum period of 12 months. Employees on the 48/52 Annual Leave arrangement are obliged to take the leave within the 12 month period in which it is accrued.
- 1.4. Once the 48/52 arrangement is put in place, an Employee's salary will be reduced by up to 7.68%. One week's salary equates to 1.92% of an Employee's annual salary. This reduced annual salary will then be the Employee's annual salary for all purposes of the Award and EBA and will be paid throughout the year, including when they take annual leave.
- 1.5. The 17.5% annual leave loading will be paid on the Employee's normal salary rather at the reduced rate, to a maximum of five weeks paid annual leave. Ordinary annual leave entitlements continue to accrue at the current rates for leave liability reporting purposes. Superannuation contributions will be remitted at the 48/52 salary rate.
- 1.6. Where an Employee terminates employment whilst on a 48/52 arrangement, the relevant 48/52 salary rate is the applicable rate for payment of entitlements.

#### 2. Working Example

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

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

#### 3. Process

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

##### 3.1 Eligibility

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

### 3.2 Conditions

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

### 3.3 Approval Process - Initial Application

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

### 3.4 Accruing purchased leave

- 3.4.1 Once the purchasing of additional leave has been approved, the accruals will be added to the Employee's leave balance and will show as a separate accrual leave type in Council's human resource management system.
- 3.4.2 When applying for annual leave, the purchased annual leave accruals will be deducted from the Employee's purchased leave accrual first and then any other annual leave accruals will be deducted.

3.4.3 An Employee may withdraw from an approved purchased leave arrangement, by writing to their supervisor or manager. If the withdrawal is agreed, the supervisor or manager will notify the Payroll Unit who will conduct a reconciliation and make appropriate salary adjustments.

3.4.4 If an Employee resigns from Council or takes long-term leave while an approved purchased leave arrangement is in place, reconciliation will be undertaken, and appropriate salary adjustments made.

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

### 3.5 Taking purchased leave

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

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

## **SCHEDULE 4 - STANDBY FOR EMERGENCY WORK ON-CALL AGREEMENT**

### **1. On Call Allowance**

- 1.1. This Agreement shall apply to all Employees who are engaged to participate in Standby/Call out Roster.
- 1.2. For the purpose of this clause, a standby Employee shall mean an Employee who, outside ordinary working hours, is required to respond to emergency call outs at all times during the period of the rostered standby.
- 1.3. Council may instruct an Employee to be available to perform emergency work either remotely or through attendance at the worksite outside his/her normal working hours.
- 1.4. In return for the Employee holding him/herself available for work outside of ordinary working hours (on call), an allowance of \$50.00 per day is payable from first pay period commencing on or after 1 July 2021.
  - (a)
- 1.5. The allowance, prescribed at 1.4, shall be indexed in accordance with Clause 7.10 of the Cairns Regional Council Certified Agreement 2021 from first pay period on or after 1 July 2022. To be eligible for the allowance, the Employee must have been instructed to be available for work and be readily accessible and in a fit state if called upon to perform work.
- 1.6. Employees who are on call (i.e: in receipt of on call allowance) and are called upon to perform emergency work will be paid overtime in accordance with Clause 2 of this Schedule relating to Call Out Payment.

### **2. Call Out Payment for Attending Site**

- 2.1. This clause applies to Employees rostered and required to be on call and remain within an operationally reasonable travel time to the work location.
- 2.2. If an Employee is required to travel to a workplace to perform necessary emergency work, the Employee shall be entitled to payment for such work from the time of receiving the call until the time the Employee returns home or resumes personal activities.
- 2.3. For the purposes of this Agreement On-call arrangements will come into force from the completion of the Employees normal rostered hours until the commencement of employees normal rostered hours on the following workday.
- 2.4. The payment received in these circumstances for work performed Monday to Friday shall not be less than a minimum payment of three (3) hours being paid at time and one half. Subsequent time after the initial 3 hours will be paid at double time.
- 2.5. The payment received for work performed Saturday and Sunday shall not be less than a minimum payment of three (3) hours at double time.
- 2.6. The payment received for work performed on a Public Holiday shall not be less than a minimum payment of three (3) hours at double time and one half.
- 2.7. Any subsequent requirement to perform work away from home, which occurs within the initial three (3) hour time period, and does not extend beyond the three (3) hour time period will not be subject to an additional three hours if the Employee has not returned home or resumed personal activities.
- 2.8. The minimum rate of pay applying to call outs payable under this clause will be Level 4 increment 1 of the Queensland Local Government Industry (Stream A) Award – State 2017.
- 2.9. The minimum payment of three (3) hours at the rate above shall apply to each call out, provided that the Employee has returned to his/her home prior to the second or subsequent call out responded to during the period or day.
- 2.10. Second and subsequent call out periods on Monday to Friday where the Employee has returned home will attract a payment of double time.
- 2.11. An Employee whose period of on call duty includes or coincides with a Public Holiday shall receive the

equivalent of one day at the Employees ordinary pay rate in addition to the ordinary time pay for the Public Holiday including public holidays that fall on a weekend

Example:

*Employee X is required to remain on call on Easter Saturday and Sunday. Employee X has no call outs on Easter Saturday, and one call out on Easter Sunday.*

- *For Easter Saturday, Employee X will receive the equivalent of one day at their ordinary pay, plus the on-call allowance.*
  - *For Easter Sunday, Employee X will receive the equivalent of one day at their ordinary pay, plus the on-call allowance, plus the call out payment at public holiday penalty rates (in this case a minimum 3 hours at double time and a half).*
- 2.12. Employees who are not the On- Call officer but are called out to support the operation of the on-call service, agree to continue to assist as required on a call out basis subject to reasonable consideration of Employee wellbeing/work-life balance. In such circumstances, the Employee shall receive, as the second person on the call-out, a minimum payment of four (4) hours at the Employees' normal pay rate and applicable overtime Award provisions.
- 2.13. Where an Employee who is not the On- Call officer but has attended work to provide assistance receives a second or subsequent request to provide assistance within the four (4) hour period, that Employee will not be entitled to an additional four (4) hour payment.

### 3. Call Out Payment for Other Than Attending Site

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



- 3.4. The minimum rate of pay applying to call outs payable under this clause will be Level 4 increment 1 of the Queensland Local Government Industry Award (Stream A) – State 2017.

#### **4. Call Out Provisions**

- 4.1. An Employee required to standby for emergency work outside ordinary working hours shall be provided with a Council mobile telephone, or some other form of communication for use on Council business during the period of the standby.
- 4.2. An Employee required to standby for emergency work outside ordinary working hours shall be provided with a Council vehicle to enable an immediate response to the emergency callout.
- 4.3. The use of the vehicle, a utility, shall be in accordance with Council's policy on private use of motor vehicles.
- 4.4. Rosters shall be prepared, and Employees advised at least one month in advance of the requirement for the Employee to be on standby for emergency work.
- 4.5. Rosters will be prepared on weekly cycles with one (1) Employee being on call for each week of the cycle.
- 4.6. Where possible the number of staff participating on an after-hours call out roster should be a minimum of four (4). However, it is acknowledged that there may be some work areas where it is not possible for a minimum of four (4) staff members.
- 4.7. The call out officer for each call out will record the date, time, name of Employee, and details of job, rectification or action taken, and actual hours worked.
- 4.8. Whilst an Employee is on any type of leave, except where the provisions of Clause 4.8.3 and Clause 4.8.4 of this Schedule may apply, they are not eligible to participate in On- Call rosters. Should an Employee rostered to be On-Call be required to take leave during their rostered period, the Employee must advise the relevant supervisor, as early as is possible, so that alternate On-Call roster arrangements can be made.
- 4.8.1 Where an Employee is on an On-Call roster and is required to take carer's leave at short notice that coincides with a day they are rostered to be On-Call, the relevant supervisor must make all efforts to locate a substitute employee to undertake the rostered On-Call duties, or put in place other suitable arrangements.
- 4.8.2 Where no other Employee is available to be a substitute for an On-Call roster day, and the On-Call roster relates to critical operational requirements that cannot be met in the short term by other arrangements other than an On-Call roster, the relevant supervisor may enquire of the rostered Employee if their carer responsibilities are of a nature that will allow them to safely continue to fulfil their On-Call roster responsibilities for a specified period of the On-Call roster day or the full 24 hour period of the On-Call roster day.
- 4.8.3 If it is mutually agreed between the relevant supervisor and rostered Employee that they can safely continue to fulfil their On-Call roster responsibilities for up to a maximum 24 hour period they may remain on call.
- 4.8.4 Where an Employee is on an On-Call roster and also working to 9 -Day fortnight arrangements, where operational needs dictate, there may be a requirement for the Employee to be On-Call during the Employee's rostered day off. Where an employee has agreed to be on call on their RDO due to operational reasons they may elect to take their RDO on an alternate day within the pay period or as TOIL

## **SCHEDULE 5 - UNPLEASANT WORKING CONDITIONS ALLOWANCE (UPC) WORK INSTRUCTION**

### **1. Intent**

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

### **2. Award Provision**

- 2.1. No Award provision applies. UPC is not an Award allowance but an allowance that has been established and created by Council and covers circumstances where Employees come into contact with faeces, nappies, urine, putrescible waste (where no other Award provisions apply) and vomit and in the absence of other units allocated to deal with things. The allowance is paid at time and a quarter and is applicable for weekend/overtime or after hour shifts.

### **3. Objectives of The Allowance**

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

### **4. Payment Of Allowance**

- 4.1. UPC is approved and paid via the Employee’s daily timesheet after approval by the supervisor/manager.
- 4.2. UPC is paid at the rate of time and a quarter and paid until such time an employee is able to remove the contamination, e.g. change of clothing.
- 4.3. UPC is not payable where the Award provides for an allowance for such disability.

### **5. Emergency Situations**

- 5.1. Employee and supervisors must ensure that the appropriate personal protective clothing is available and worn.
- 5.2. It is possible that in many of the above situations where the crews have donned protective clothing as instructed by the supervisor; no claim for Unpleasant Conditions Allowance would be warranted.

### **6. Situations Where payable**

- 6.1 Whilst not exhaustive, the payment of UPC will payable under the following circumstances:
- 6.1.1 Work on vehicles or plant required to be repaired in the immediate vicinity of the transfer station/MRF.
  - 6.1.2 Work on vehicles or plant which normally works at the transfer station / MRF, irrespective of location of the vehicles or plant at the time the repairs are carried out.
  - 6.1.3 Repair work on garbage carrying vehicles.
  - 6.1.4 Work on the Industrial Sweepers
  - 6.1.5 Repair work on the bodies of other unclean vehicles such as sanitary vehicles, or vehicles used to transport tar and bitumen where such vehicles have not been thoroughly cleaned down immediately before work on such repairs is commenced. Where minor work is being undertaken that does not expose the employee to the under carriage and/or area exposed to unpleasant condition this allowance is not payable (eg work inside the cabin, changing wiper blades).

## **SCHEDULE 6 – MECHANICAL WORKSHOP DISABILITY ALLOWANCE**

### **CAIRNS REGIONAL COUNCIL –DISABILITY ALLOWANCE WORKPLACE SPECIFIC AGREEMENT**

#### **MECHANICAL WORKSHOP DISABILITY ALLOWANCE AGREEMENT (#819298v8)**

This agreement is made under the terms of Clause 7.7 of the Cairns Regional Council Certified Agreement Employees, between the Cairns Regional Council and the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland.

#### **2. TITLE**

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

#### **3. OBJECTIVES OF AGREEMENT**

To provide certainty and consistency with regards the payment of listed allowances as prescribed by the Queensland Local Government Industry Award (Stream C) – State 2017.

#### **4. PARTIES BOUND**

The parties to this agreement are:

- Cairns Regional Council
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland

#### **5. RELATIONSHIP TO AWARDS AND AGREEMENTS**

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Cairns Regional Council Certified Agreement 2021 and the terms of the Award listed in that Agreement. However, where there is any inconsistency between this Agreement on the one hand and the Cairns Regional Council Certified Agreement 2021 or the relevant Award on the other hand, this Agreement shall prevail to the extent of that inconsistency.

#### **6. COVERAGE**

This agreement will apply to employees of Cairns Regional Council engaged at Councils' Mechanical Workshop/s under the terms and conditions of the Queensland Local Government Industry Award (Stream C) – State 2017 and the Certified Agreement.

#### **7. DATE OF OPERATION**

This agreement will apply as from the 1<sup>st</sup> July 2006 and will expire as at the expiry of the Cairns Regional Council Certified Agreement 2021.

#### **8. DISABILITY ALLOWANCE PAYMENT**

- (a) An allowance of \$1.28 shall be paid for each hour worked and shall be in lieu of the Award Allowances as listed hereunder.

Clause	13.3	Confined Space Allowance
	13.4	Construction/ On Site Allowance
	13.5	Dirty Work Allowance

- 13.19 Repair Work Allowance
- 13.23 Special Substance Allowance

- (b) Employees engaged on plant in putrescible wastes at Council's Waste Handling and Treatment facilities, or on plant from those facilities, or plant constantly handling putrescible waste that arrives into the mechanical workshop where such plant and equipment has not been cleaned, will be entitled to be paid a disability allowance loading of 25% for each hour worked whilst so engaged on the repair of this plant / equipment. Provided that this allowance shall be in lieu of the General Disability Allowance as prescribed in Clause 7 (a) of this agreement.
- (c) Employees in receipt of the Live Sewer Allowance as prescribed in Clause 13.13 Live Sewer Work – Queensland Local Government Industry Award (Stream C) – State 2017 shall not receive the payment as prescribed in Clause 7 (a) of this agreement for the period of payment of the Live Sewer Allowance.
- (d) This agreement replaces all pre-existing agreements either written verbal or otherwise as at 1 June 2006.
- (e) The allowance, prescribed at 7(a), shall be indexed in accordance with Clause 7.10 of the Cairns Regional Council Certified Agreement 2021.
- (f) This agreement shall be reviewed annually from operative date at the request of either party.

#### 9. GRIEVANCE AND DISPUTES

The parties will follow the Dispute Resolution procedure as listed in Clause 1.10 of the Cairns Regional Council Certified Agreement 2021.

## SCHEDULE 7 – ANNUALISED SEWERAGE TREATMENT PLANT DISABILITY ALLOWANCE

### CAIRNS REGIONAL COUNCIL ANNUALISED SEWAGE TREATMENTS PLANTS – WORKPLACE SPECIFIC AGREEMENT

(2646157v2)

This Agreement is made under the terms of Clause 7.7 of the Cairns Regional Council Certified Agreement 2021, between Cairns Regional Council and the Australian Workers Union of Employees, Queensland.

#### 1. TITLE

This agreement shall be known as the Cairns Regional Council Annualised Sewage Treatment Plants Disability Allowance.

#### 2. OBJECTIVES OF AGREEMENT

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

#### 3. PARTIES BOUND

The parties of this Agreement are:

3.1 Cairns Regional Council.

3.2 Australian Workers Union of Employees, Queensland.

#### 4. RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Cairns Regional Council Certified Agreement 2021 and the terms of the Award listed in that Agreement. However, where there is any inconsistency between the Agreement on the one hand and the Cairns Regional Council Certified Agreement 2021 or the relevant Award on the other hand, this Agreement shall prevail to the extent of that inconsistency.

#### 5. COVERAGE

This Agreement shall apply only to Queensland Local Government Industry Award (Stream B) - State 2017 employees employed in positions at Cairns Regional Council Sewage Treatment Plants.

#### 6. DATE OF OPERATION

6.1 This allowance will apply as from 10 July 2010 to the nominal date of expiry of the Cairns Regional Council Certified Agreement 2021.

6.2 The parties agree that as part of the negotiations for a new certified agreement new provisions that adequately cover the issue of a Disability Allowance for employees engaged at Cairns Water and Waste within positions at Cairns Regional Council Sewage Treatment Plants will be discussed and implemented.

## 7. RATE OF THE ALLOWANCE

- 7.1 The employees covered by this agreement shall not receive payment of the allowance as prescribed in Clause 13.12 Live Sewer Work Allowance of the Queensland Local Government Industry Award (Stream B) – State 2017 but shall instead receive a maximum weekly allowance of \$451.55. The allowance shall be indexed in accordance with Clause 7.10 of the Cairns Regional Council Certified Agreement 2021.

## 8. . APPLICATION

This allowance will be applied and follows:

- (a) This allowance will be paid for all hours worked. Paid RDO hours will be classed as hours worked.
- (b) Overtime hours shall be treated separately from this agreement and paid in accordance with Award provisions.
- (c) This allowance will not form part of the base rate as it applies to annual leave, leave loading, long service leave, and superannuation.
- (d) This allowance has been calculated on 47 weeks however for ease of administration the allowance will be calculated and payable over 52 weeks.
- (e) When an employee is assigned to another position not located within Sewerage Treatment Plants this allowance will not apply for the period of the assignment.
- (f) This agreement replaces all pre-existing agreements either written verbal or otherwise.
- (g) The Annualised Allowance shall be indexed on an annual basis in line with the % increase payable in accordance with the Cairns Regional Council Certified Agreement 2021.

## 9. GRIEVANCES AND DISPUTES

The parties will follow the Dispute Resolution, listed in Clause 1.10 of the Cairns Regional Council Certified Agreement 2021.

## **SCHEDULE 8 – ANNUALISED ALLOWANCE – FITTERS**

### **CAIRNS REGIONAL COUNCIL – ANNUALISED FITTERS ALLOWANCE – CAIRNS WATER**

#### **QUEENSLAND LOCAL GOVERNMENT INDUSTRY AWARD (STREAM C) – STATE 2017** **(#1532377v9)**

This agreement is made between Cairns Regional Council and the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland.

This agreement will form part of the conditions of employment for any future employees employed in these callings.

#### **1. TITLE**

This agreement shall be known as the CAIRNS REGIONAL COUNCIL – ANNUALISED FITTERS ALLOWANCE – CAIRNS WATER – QUEENSLAND LOCAL GOVERNMENT INDUSTRY AWARD (STREAM C) - STATE 2017.

#### **2. OBJECTIVES OF AGREEMENT**

To provide certainty and consistency with regards the payment of listed allowances as prescribed by the Queensland Local Government Industry Award (Stream C) - State 2017.

#### **3. PARTIES BOUND**

The parties to this agreement are:

- Cairns Regional Council
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- The positions outlined in Clause 5 – Coverage and any future positions within the same callings.

#### **4. RELATIONSHIP TO AWARDS AND AGREEMENTS**

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Cairns Regional Council Certified Agreement 2021 and the terms of the Award listed in that Agreement. However, where there is any inconsistency between this Agreement on the one hand and the Cairns Regional Council Certified Agreement 2021 or the relevant Award on the other hand; this Agreement shall prevail to the extent of that inconsistency.

#### **5. COVERAGE**

This agreement will apply to the following positions:

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

This agreement will form part of the terms and conditions of any future employees that are employed in the above callings within Cairns Water Operations under the terms and conditions of the Queensland Local Government Industry Award (Stream C) – State 2017 and the Certified Agreement.

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

**For Positions stated in Clause 4 – Coverage the amount of \$19,259.41 per annum shall apply in lieu of the Award Allowances as listed hereunder:**

This amount has been arrived at using the following:

- Working in the Rain
- Fitter WTL
- Live Sewerage Allowance @ 3.39 hrs / day x 19 days month, 12mths  
Note: above hour rate driven penalty based on C7 plus leading hand
- DAW & DA Current Disability Allowance
- Crane Allowance
- Towing Dual Axle Trailer
- Sand Blasting
- EWP
- Dogman
- Forklift
- Confined Space

For positions of Fitter Apprenticeship within Cairns Water Maintenance Services and unqualified Trades Assistants, the amount of \$19,246.24 per annum shall be paid as a percentage of wages as below, based on 47-week, 38 hour week shall apply

- Year 1 Apprentices = 50%
- Year 2 Apprentices = 65%
- Year 3 Apprentices = 80%
- Year 4 Apprentices = 95%
- Trades Assistant C11 = 92.4%

## 6. DATE OF OPERATION

This agreement will apply as from the 1<sup>st</sup> April 2008.

All parties shall meet every year to review and discuss the continuation of the agreement.

In the event the agreement ceases to continue, employees appointed to positions as stated in Clause 4 shall claim allowances as per the Queensland Local Government Industry Award (Stream C) – State 2017 and Cairns Regional Council Certified Agreement 2021.



## 7. ANNUALISED ALLOWANCE PAYMENT

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

Award Allowances:

- 15% Shift Allowance as per clause 15.5 of the Award
- Tool Allowance as per clause 13.25 of the Award
- First Aid Allowance as per clause 13.9 of the Award
- Meal Allowance as per clause 13.16 of the Award
- The existing Cairns Water Call-out agreement will be treated separately and not form part of this agreement
- Overtime hours will be treated separately and not form part of this agreement.

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

## 8. DEFINITIONS

**DAW & DA Current Disability Allowance:** refers to existing all-purpose allowance paid at \$46.74 per week in compensation for the following Queensland Local Government Industry Award (Stream C) – State 2017 allowances;

- 13.3 Confined Space
- 13.4 Construction / On Site Allowance
- 13.5 Dirty Work
- 13.19 Repair Work Allowance
- 13.23 Special substance Allowance

**EWP : Elevated Work Platform**

**Fitter WTL : Working Through Lunch**

**Live Sewerage Allowance:** calculated using the base hourly rate of Engineering Award level C7 and includes both Live Sewerage Allowance and Unpleasant Working Conditions (UPC).

**Leading Hand Allowance:** Cairns Regional Council Certified Agreement 2021 Clause 7.10.4 shall be applied to the base salary of the positions CW180; CW181; CW182; CW183; CW184; CW185 and CW220.

**C7 Engineering Trades Person C7 rate plus Leading Hand Allowance.**

## 9. APPLICATION

This allowance will be applied and follows:

- (a) This allowance will be paid for all hours worked. Paid RDO and paid sick leave hours will be classed as hours worked.

- (b) Overtime hours shall be treated separately from this agreement and paid in accordance with Award provisions.
- (c) This allowance will not form part of the base rate as it applies to annual leave, leave loading, long service leave, and superannuation.
- (d) This allowance has been calculated on 47 weeks however for ease of administration the allowance will be calculated and payable over 52 weeks.
- (e) When an employee is assigned to another position not listed in this agreement this agreement will not apply for the period of the assignment.
- (f) This agreement replaces all pre-existing agreements either written verbal or otherwise.
- (g) This allowance shall be indexed in accordance with the percentage increase for classification level C7 rate as per Schedule 18

#### 10. REVIEW AND ANALYSIS

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

#### 11. GRIEVANCE AND DISPUTES

The parties will follow the Dispute Resolution as listed in Clause 1.10 of the Cairns Regional Councils Certified Agreement 2021.

#### 12. CONTINUOUS IMPROVEMENT

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

## **SCHEDULE 9 – ALL PURPOSE ALLOWANCE – LAGOON**

### **CAIRNS REGIONAL COUNCIL 4 x 4 ESPLANADE LAGOON PRECINCT ROSTER WORKPLACE SPECIFIC AGREEMENT (#767914v7)**

This agreement is made under the terms of Clause 7.7 of the Cairns Regional Council Certified Agreement 2021, between the Cairns Regional Council and the Australian Workers Union of Employees, Queensland.

#### **1. TITLE**

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

#### **2. OBJECTIVES OF AGREEMENT**

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

#### **3. PARTIES BOUND**

The parties of this Agreement are: -

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

#### **4. RELATIONSHIP TO AWARDS AND AGREEMENTS**

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Cairns Regional Council Certified Agreement 2021 and the terms of the Awards listed in that Agreement. However, where there is any inconsistency between this Agreement on the one hand and the Cairns Regional Council Certified Agreement 2021 or the relevant Award on the other hand, this Agreement shall prevail to the extent of that inconsistency.

#### **5. COVERAGE**

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

#### **6. DATE OF OPERATION**

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

## 7. 4 X 4 ROSTER

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

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

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

### **Shift 1 – Day Shift**

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

### **Shift 2 – Afternoon Shift**

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

### **Shift 3 – Night Shift**

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

- (h) Employee engaged to work Shift 2 or Shift 3 will attract a shift allowance of \$17.47 per day, indexed in accordance with Clause 7.10 of the Cairns Regional Council Certified Agreement 2021. This allowance will be in lieu of the shift allowance as prescribed by Clause 15.5 of the Queensland Local Government Industry Award (Stream B) – State 2017 and will be paid for each day worked.

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

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

## 8. ALLOWANCES

The Parties agree that an all purpose allowance of \$0.79 per hour, or the amount as prescribed by Clause 13.2 Queensland Local Government Industry Award (Stream B) – State 2017, will apply to all ordinary hours worked in lieu of the Award Allowances as listed hereunder:

- Clause 13.12 Live Sewer Work Allowance
- Clause 13.24 Wet Places / Working in Water
- Clause 13.20 Toilet Cleaning
- Clause 13.15 Poison Sprays

## 9. GRIEVANCES AND DISPUTES

The parties will follow the Dispute Resolution, listed in Clause 1.10 of Cairns Regional Council Certified Agreement 2021.

**SCHEDULE 10 – ALL PURPOSE ALLOWANCE – REGULATED PARKING**

cp # 1091773

**MEMO TO:** CITY LIAISON OFFICERS  
INNER CITY – PARKING UNIT

**COPY TO:** TONY DUFFY  
MANAGER, PRECINCT & FACILITIES

STEVE BOOKER  
COORDINATOR SPECIAL PRECINCTS

PATRICK BROWN  
MANAGER, HUMAN RESOURCES

**DATE:** 10<sup>TH</sup> NOVEMBER 2005

**SUBJECT:** \$70.07 PER WEEK ALLOWANCE

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Officers employed within the Inner City Parking Unit are in receipt of a \$70.07 per week allowance. This allowance was established in November 1994 as a result of a review of parking operations, including officer's classification and rates of pay under the Award.

The existing \$70.07 per week "All-Purpose Allowance" was established to cover the following Queensland Local Government Industry Award (Stream B) – State 2017 allowances:

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

13.26 Work in Rain Allowance;

13.11 Leading hand Allowance;

Officers employed within the Inner City Parking Unit as City Liaison Officers (Queensland Local Government Industry Award (Stream B) – State 2017) (previously Patrol Officers) have been in receipt and shall continue to receive this All-Purpose Allowance, payable at \$70.07 per week, in lieu of the above-mentioned Award allowances.

The allowance shall be indexed in accordance with Clause 7.10 of the Cairns Regional Council Certified Agreement 2021.

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

### **CAIRNS REGIONAL COUNCIL 4 x 4 STREET LITTER / TOILET CLEANING ROSTER WORKPLACE SPECIFIC AGREEMENT (#800859)**

This agreement is made under the terms of Clause 7.7 of the Cairns Regional Council Certified Agreement 2021, between the Cairns Regional Council and the Australian Workers Union of Employees, Queensland.

#### **1. TITLE**

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

#### **2. OBJECTIVES OF AGREEMENT**

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

#### **3. PARTIES BOUND**

The parties of this Agreement are:-

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

#### **4. RELATIONSHIP TO AWARDS AND AGREEMENTS**

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Cairns Regional Council Certified Agreement 2021 and the terms of the Award listed in that Agreement. However, where there is any inconsistency between this Agreement on the one hand and the Cairns Regional Council Certified Agreement 2021 or the relevant Award on the other hand, this Agreement shall prevail to the extent of that inconsistency.

#### **5. COVERAGE**

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

#### **6. DATE OF OPERATION**

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

## 7. 4 X 4 ROSTER

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

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

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

### **Shift 1 – Employee A**

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

### **Shift 2 – Employee B**

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

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

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

Toilet Cleaners will receive a disability allowance of \$23.99 for each day worked. This allowance will be in lieu of the Award Allowances prescribed for

- Live Sewer Allowance - Clause 13.12
- Wet Places / Working in Water - Clause 13.24
- Work in Rain - Clause 13.26
- Toilet Cleaning Allowance - Clause 13.20

The allowance shall be indexed in accordance with Clause 7.10 of the Cairns Regional Council Certified Agreement 2021.

## 8. ANNUAL / SICK LEAVE

Employees would continue to receive the Award / Cairns Regional Council Certified Agreement 2021 entitlement for Sick Leave and for Annual Leave. Employees applying for Sick Leave and or Annual Leave would need to note that each day applied for will be calculated on the basis of 11 hours.

## 9. GRIEVANCES AND DISPUTES

The parties will follow the Dispute Resolution, listed in Clause 1.10 Cairns Regional Council Certified Agreement 2021

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

**CAIRNS REGIONAL COUNCIL 4 x 4 RELIEF  
STREET LITTER / TOILET CLEANING ROSTER  
WORKPLACE SPECIFIC AGREEMENT (#1786254)**

This agreement is made under the terms of Clause 7.7 of the Cairns Regional Council Certified Agreement 2021, between the Cairns Regional Council and the Australian Workers Union of Employees, Queensland.

**1. TITLE**

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

**2. OBJECTIVES OF AGREEMENT**

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

**3. PARTIES BOUND**

The parties of this Agreement are:-

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

**4. RELATIONSHIP TO AWARDS AND AGREEMENTS**

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Cairns Regional Council Certified Agreement 2021 and the terms of the Award listed in that Agreement. However, where there is any inconsistency between this Agreement on the one hand and the Cairns Regional Council Certified Agreement 2021 or the relevant Award on the other hand, this Agreement shall prevail to the extent of that inconsistency.

**5. COVERAGE**

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



6. DATE OF OPERATION

This agreement will apply from 26th January 2009 and will expire as at the expiry of the Cairns Regional Council Certified Agreement 2021.

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

7. FOR RELIEVING PERIODS LESS THAN TWO FULL SHIFTS

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

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

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

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

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

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

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

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

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

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

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

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

**Shift 1 – Employee A**

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

**Shift 2 – Employee B**

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

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

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

9. DEFINITION OF RELIEF PERIOD

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

10. RETURN TO NOMINAL POSITION

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

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

11. ANNUAL / SICK LEAVE

Employees will continue to receive the Award / Cairns Regional Council Certified Agreement 2021 entitlement for Sick Leave and Annual Leave.

12. PUBLIC HOLIDAY

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

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

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

13. 25% LOADING

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

#### 14. ALLOWANCES

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

Drivers of Refuse Collection Vehicles will receive the award allowance for Rubbish and sanitary operations allowance Clause 13.18. This allowance would also attract a 25% loading.

Toilet Cleaners will receive a disability allowance of \$22.95 for each day worked. This allowance will be in lieu of the Award Allowances prescribed for:

- Live Sewer Allowance - Clause 13.12
- Wet Places / Working in Water - Clause 13.24
- Work in Rain - Clause 13.26
- Toilet Cleaning Allowance - Clause 13.20

The allowance shall be indexed in accordance with Clause 7.10 of the Cairns Regional Council Certified Agreement 2021.

#### 15. GRIEVANCES AND DISPUTES

The parties will follow the Dispute Resolution, listed in Clause 1.10 of Cairns Regional Council Certified Agreement 2021.

**SCHEDULE 13 – ALL PURPOSE ALLOWANCE – PLUMBING INSPECTORS**

cp # 1567462

**MEMO TO:** PAYROLL

**COPY TO:** ANTHONY BIRD  
MANAGER BUSINESS SERVICES CAIRNS WATER

**DATE:** 20 SEPTEMBER 2007

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

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Attached is approval for the inclusion of the following positions to be in receipt of the existing all-purpose allowance titled "Cairns Water All-Purpose Live Sewerage Allowance Agreement paid at \$20,633.66 pa.

The allowance shall be indexed in accordance with Clause 7.10 of the Cairns Regional Council Certified Agreement 2021.

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

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

**SCHEDULE 14 – ALL PURPOSE ALLOWANCE – PORTSMITH LANDFILL****CAIRNS REGIONAL COUNCIL 4 X 4 PORTSMITH LANDFILL ROSTER  
WORKPLACE SPECIFIC AGREEMENT**

This agreement is made under the terms of Clause 7.7 of the Cairns Regional Council Certified Agreement 2021, between the Cairns Regional Council and the Construction, Forestry, Mining & Energy Industrial Union of Employees.

**1. TITLE**

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

**2. OBJECTIVES OF AGREEMENT**

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

**3. PARTIES BOUND**

The parties of the Agreement are:

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

**4. RELATIONSHIP TO AWARDS AND AGREEMENTS**

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Cairns Regional Council Certified Agreement 2021 and the terms of the Award listed in that Agreement. However, where there is any inconsistency between this Agreement on the one hand and the Cairns Regional Council Certified Agreement 2021 or the relevant Award on the other hand, this Agreement shall prevail to the extent of that inconsistency.

**5. COVERAGE**

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

**6. DATE OF OPERATION**

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

**7. 4 x 4 ROSTER**

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

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

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

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

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

**Shift 1 – Employee A**

Saturday, Sunday, Monday, Tuesday – 11 hours each day

Hours of duty 6 am to 5:30 pm daily less ½ hour lunch

**Shift 2 – Employee B**

Wednesday, Thursday, Friday, Saturday – 11 hours each day

Hours of duty 6 am to 5:30 pm daily less ½ hour lunch

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

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

8. ANNUAL LEAVE / SICK LEAVE

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

9. ALLOWANCES

Position CW282 will attract a Leading Hand allowance.

10. GRIEVANCES AND DISPUTES

The parties will follow the Dispute Resolution, listed in Clause 1.10 of the Cairns Regional Council Certified Agreement 2021.

**SCHEDULE 15 – ALL PURPOSE ALLOWANCE – ELECTRICIANS**

DJP:RR140379

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

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Electrical Fitters and Electrical Trades Assistants have been paid Disability Allowance Electrical (DAE) in lieu of individual allowances (except working in the rain WIR) at the rate of \$68.89 per week.

The allowance shall be indexed in accordance with Clause 7.10 of the Cairns Regional Council Certified Agreement 2021.

All Electrical workers (tradesmen and trades assistants) are to be paid this allowance.

The above disability allowance is applicable to electricians engaged under the Queensland Local Government Industry Award (Stream C) – State 2017 and is compensation of:

Clause 13.3	Confined Space Allowance
Clause 13.4	Construction/ On Site Allowance
Clause 13.5	Dirty Work Allowance
Clause 13.13	Live Sewer Work

**SCHEDULE 16 – LIVE SEWER ALLOWANCE****CAIRNS REGIONAL COUNCIL (CAIRNS WATER) LIVE SEWERAGE ALLOWANCE  
WORKPLACE SPECIFIC AGREEMENT (#1140666v1)**

This agreement is made under the terms of Clause 7.7 of the Cairns Regional Council Certified Agreement 2021, between the Cairns Regional Council and the Queensland Services, Industrial Union of Employees

**1. TITLE**

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

**2. OBJECTIVES OF AGREEMENT**

To provide certainty and consistency of income for employees eligible for payment of the disability allowance as prescribed by Clause 13.7 of the Queensland Local Government Industry Award (Stream A) – State 2017 and Clause 13.12 of the Queensland Local Government Industry Award (Stream B) – State 2017.

**3. PARTIES BOUND**

The parties of this Agreement are: -

- Cairns Regional Council.
- Queensland Services, Industrial Union of Employees
- Australian Workers Unions

**4. RELATIONSHIP TO AWARDS AND AGREEMENTS**

This Agreement shall be read and interpreted wholly in conjunction with the terms of Cairns Regional Council Certified Agreement 2021 and the terms of the Award listed in that Agreement. However, where there is any inconsistency between this Agreement on the one hand and the Cairns Regional Council Certified Agreement 2021 or the relevant Award on the other hand, this Agreement shall prevail to the extent of that inconsistency.

**5. COVERAGE**

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

**6. DATE OF OPERATION**

This agreement will apply as from the first pay period after 1 July 2005 and will expire as at the expiry of the Cairns Regional Council Certified Agreement 2021.



## 7. RATE OF ALLOWANCE

### 7.1 Stream A Employees, Division 2, Schedule 1

- 7.1.1 The employees employed in the following positions shall not receive payment of the allowance as prescribed in **Clause 13.7 Work Under Extraordinary, Difficult or Unpleasant Conditions** but shall instead receive a weekly allowance, currently \$175.89 per week. The allowance shall be indexed in accordance with Clause 7.10 of the Cairns Regional Council Certified Agreement 2021.

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

- 7.1.2 The allowance stated in Clause 7.1 of this schedule will cover all hours worked. Paid RDO hours will be classed as hours worked. ~~No additional allowance will apply when overtime is worked.~~

### 7.2 Stream B Employees, Division 2, Schedule 5

- 7.2.1 The employees employed in Wastewater operations classified within *Stream B, Division 2, Schedule 5* in the following positions shall not receive payment of the allowance as prescribed in **Clause 13.12 – Live Sewerage allowance** but shall Live Sewer Allowance of 6.33hrs at the rate of time and one half for each day of ordinary hours worked Monday to Friday.

Title
Ganger Sewerage Systems
Ganger Wastewater Reticulation
Ganger Vacuum Truck
Ganger High Pressure Sewerage
Ganger Service Locations
Ganger Wastewater Reticulation Pump Station
Ganger Pump Station cleaning
Ganger CCTV Wastewater
Ganger Sewerage / System Infil
Ganger Sewerage Flushing
Labourer Sewerage Systems
Labourer Wastewater Reticulation

- 7.2.2 This 6.33hrs daily payment is in lieu of any further claim for additional hours worked on live sewer during ordinary hours on any day and no such payment shall be made.
- 7.2.3 On any day when the employee works less than 6.33hrs of ordinary hours the employee shall be paid the live sewer work rate only for actual time worked.
- 7.2.4 Wastewater Operations Employees listed in 7.2.1 who, during overtime, weekends or public holiday hours, carry out work as defined in *Clause 13.12 – Live Sewerage allowance of Queensland Local Government Industry (Steam B) Award – State 2017* will be paid at the rate of one half of the ordinary hourly rate in addition to the relevant overtime, weekend or public holiday rate for actual time worked.

- 7.3 When an employee is assigned to another position not listed in this agreement this agreement will not apply during the period of the assignment.
- 7.4 This agreement replaces all pre-existing agreements either written verbal or otherwise as at first pay period from 1 July 2005.

8. GRIEVANCES AND DISPUTES

The parties will follow the Dispute Resolution, listed in Clause 1.10 Cairns Regional Council Certified Agreement 2021.

9. REVIEW OF AGREEMENT

This agreement will jointly be reviewed by the Council, the Queensland Services, Industrial Union of Employees and the Cairns Regional Council one month before the expiry of the Cairns Regional Council Certified Agreement 2021.

**SCHEDULE 17 – ALLOWANCES TO BE CONSIDERED FOR ANNUALISATION**

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

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

**SCHEDULE 18 – WAGE RATES**

<b>QLGIA (A) Administration</b>	<b>July 2021 - \$31.81 pw or 2.0% (whichever is greater)</b>		<b>July 2022 - \$31.81 pw or 2.2% (whichever is greater)</b>		<b>July 2023 - \$31.81 pw or 2.2% (whichever is greater)</b>		<b>July 2024 - \$31.81 pw or 2.2% (whichever is greater)</b>	
<b>GRADE CODE</b>	<b>ANNUAL</b>	<b>WEEKLY</b>	<b>ANNUAL</b>	<b>WEEKLY</b>	<b>ANNUAL</b>	<b>WEEKLY</b>	<b>ANNUAL</b>	<b>WEEKLY</b>
Level 1 Band 1	53,806	1,034.74	55,461	1,066.55	57,115	1,098.36	58,769	1,130.17
Level 1 Band 2	54,530	1,048.65	56,184	1,080.46	57,838	1,112.27	59,492	1,144.08
Level 1 Band 3	55,564	1,068.53	57,218	1,100.34	58,872	1,132.15	60,526	1,163.96
Level 1 Band 4	56,721	1,090.79	58,375	1,122.60	60,029	1,154.41	61,683	1,186.22
Level 1 Band 5	58,144	1,118.16	59,798	1,149.97	61,453	1,181.78	63,107	1,213.59
Level 1 Band 6	59,731	1,148.67	61,385	1,180.48	63,039	1,212.29	64,693	1,244.10
Level 2 Band 1	61,361	1,180.02	63,015	1,211.83	64,669	1,243.64	66,323	1,275.45
Level 2 Band 2	63,218	1,215.74	64,873	1,247.55	66,527	1,279.36	68,181	1,311.17
Level 2 Band 3	64,881	1,247.72	66,535	1,279.53	68,189	1,311.34	69,844	1,343.15
Level 2 Band 4	66,545	1,279.71	68,199	1,311.52	69,853	1,343.33	71,507	1,375.14
Level 3 Band 1	68,205	1,311.63	69,859	1,343.44	71,513	1,375.25	73,167	1,407.06
Level 3 Band 2	69,864	1,343.54	71,518	1,375.35	73,172	1,407.16	74,826	1,438.97
Level 3 Band 3	71,526	1,375.51	73,180	1,407.32	74,835	1,439.13	76,489	1,470.94
Level 3 Band 4	73,186	1,407.42	74,840	1,439.23	76,494	1,471.04	78,177	1,503.40
Level 4 Band 1	74,847	1,439.36	76,501	1,471.17	78,184	1,503.54	79,904	1,536.61
Level 4 Band 2	76,508	1,471.30	78,191	1,503.67	79,911	1,536.75	81,669	1,570.56
Level 4 Band 3	78,170	1,503.27	79,890	1,536.34	81,647	1,570.14	83,444	1,604.68
Level 4 Band 4	79,831	1,535.21	81,587	1,568.98	83,382	1,603.50	85,217	1,638.78
Level 5 Band 1	81,492	1,567.16	83,285	1,601.63	85,117	1,636.87	86,990	1,672.88
Level 5 Band 2	83,155	1,599.13	84,984	1,634.31	86,854	1,670.26	88,764	1,707.01
Level 5 Band 3	84,823	1,631.21	86,689	1,667.10	88,596	1,703.77	90,545	1,741.26
Level 6 Band 1	87,647	1,685.52	89,575	1,722.60	91,546	1,760.50	93,560	1,799.23

Level 6 Band 2	90,473	1,739.86	92,463	1,778.14	94,497	1,817.26	96,576	1,857.24
Level 6 Band 3	93,295	1,794.14	95,348	1,833.61	97,445	1,873.95	99,589	1,915.18
Level 7 Band 1	96,119	1,848.45	98,234	1,889.11	100,395	1,930.68	102,604	1,973.15
Level 7 Band 2	98,942	1,902.73	101,119	1,944.59	103,343	1,987.37	105,617	2,031.09
Level 7 Band 3	101,764	1,957.01	104,003	2,000.06	106,291	2,044.06	108,630	2,089.03
Level 8 Band 1	105,157	2,022.26	107,471	2,066.75	109,835	2,112.22	112,252	2,158.68
Level 8 Band 2	108,541	2,087.33	110,929	2,133.25	113,369	2,180.18	115,864	2,228.14
Level 8 Band 3	111,934	2,152.58	114,397	2,199.93	116,913	2,248.33	119,485	2,297.80
Level 8 Band 4	115,114	2,213.74	117,647	2,262.44	120,235	2,312.21	122,880	2,363.08
Level 8 Band 5	118,293	2,274.86	120,895	2,324.91	123,555	2,376.05	126,273	2,428.33

<b>QLGIA (C) Build/Trades*</b>	<b>July 2021 - \$31.81 pw or 2.0% (whichever is greater)</b>		<b>July 2022 - \$31.81 pw or 2.2% (whichever is greater)</b>		<b>July 2023 - \$31.81 pw or 2.2% (whichever is greater)</b>		<b>July 2024 - \$31.81 pw or 2.2% (whichever is greater)</b>	
<b>GRADE CODE</b>	<b>ANNUAL</b>	<b>WEEKLY</b>	<b>ANNUAL</b>	<b>WEEKLY</b>	<b>ANNUAL</b>	<b>WEEKLY</b>	<b>ANNUAL</b>	<b>WEEKLY</b>
Building Trade 1	57,238	1,100.73	58,892	1,132.54	60,546	1,164.35	62,200	1,196.16
Building Trade 2	59,810	1,150.20	61,465	1,182.01	63,119	1,213.82	64,773	1,245.63
Building Trade 3	62,406	1,200.12	64,060	1,231.93	65,714	1,263.74	67,368	1,295.55
<b>QLGIA (C) Electrical Trades *</b>	<b>July 2021 - \$31.81 pw or 2.0% (whichever is greater)</b>		<b>July 2022 - \$31.81 pw or 2.2% (whichever is greater)</b>		<b>July 2023 - \$31.81 pw or 2.2% (whichever is greater)</b>		<b>July 2024 - \$31.81 pw or 2.2% (whichever is greater)</b>	
C4	73,561	1,414.64	75,215	1,446.45	76,870	1,478.27	78,561	1,510.79
C5	71,178	1,368.80	72,832	1,400.61	74,486	1,432.42	76,140	1,464.23
C6	68,917	1,325.34	70,572	1,357.15	72,226	1,388.96	73,880	1,420.77
C7	64,265	1,235.86	65,919	1,267.67	67,573	1,299.48	69,227	1,331.29
C8	61,758	1,187.65	63,412	1,219.46	65,066	1,251.27	66,720	1,283.08
C9	59,505	1,144.33	61,159	1,176.14	62,813	1,207.95	64,467	1,239.76
C10	57,245	1,100.86	58,899	1,132.67	60,553	1,164.48	62,207	1,196.29

<b>QLGIA (B) Theatre Operations*</b>	<b>July 2021 - \$31.81 pw or 2.0% (whichever is greater)</b>		<b>July 2022 - \$31.81 pw or 2.2% (whichever is greater)</b>		<b>July 2023 - \$31.81 pw or 2.2% (whichever is greater)</b>		<b>July 2024 - \$31.81 pw or 2.2% (whichever is greater)</b>	
Hospitality Worker 1	50,766	976.28	52,420	1,008.09	54,075	1,039.90	55,729	1,071.71
Hospitality Worker 2	51,691	994.06	53,345	1,025.87	54,999	1,057.68	56,653	1,089.49
Hospitality Worker 3	60,323	1,160.06	61,977	1,191.87	63,631	1,223.68	65,286	1,255.49
Ticket Seller	56,109	1,079.03	57,763	1,110.84	59,418	1,142.65	61,072	1,174.46
Ticket Seller - Bookings	52,289	1,005.56	53,943	1,037.37	55,598	1,069.18	57,252	1,100.99
Theatre Technician	54,584	1,049.70	56,239	1,081.51	57,893	1,113.32	59,547	1,145.13
Senior Theatre Technician	68,147	1,310.52	69,801	1,342.33	71,455	1,374.14	73,109	1,405.95

\*Rates excluded Northern District and Site Allowances

<b>QLGIA (B) Operations*</b>	<b>July 2021 - \$31.81 pw or 2.0% (whichever is greater)</b>		<b>July 2022 - \$31.81 pw or 2.2% (whichever is greater)</b>		<b>July 2023 - \$31.81 pw or 2.2% (whichever is greater)</b>		<b>July 2024 - \$31.81 pw or 2.2% (whichever is greater)</b>	
Level 1								
Level 2	52,338	1,006.50	53,992	1,038.31	55,646	1,070.12	57,300	1,101.93
Level 3	53,100	1,021.16	54,754	1,052.97	56,409	1,084.78	58,063	1,116.59
Level 4	53,871	1,035.98	55,525	1,067.79	57,179	1,099.60	58,833	1,131.41
Level 5	54,633	1,050.64	56,287	1,082.45	57,941	1,114.26	59,595	1,146.07
Level 6	56,227	1,081.29	57,881	1,113.10	59,535	1,144.91	61,189	1,176.72
Level 7	57,800	1,111.53	59,454	1,143.34	61,108	1,175.15	62,762	1,206.96
Level 8	60,307	1,159.76	61,961	1,191.57	63,616	1,223.38	65,270	1,255.19
Level 9	62,625	1,204.33	64,279	1,236.14	65,933	1,267.95	67,588	1,299.76

\* Rates excluded Northern District and Site Allowances

**SCHEDULE 19 – AWARD ALLOWANCES (Effective 1 September 2021)**

<b>Allowance</b>	<b>Coverage</b>	<b>Rate</b>	<b>Unit / Time Code factor</b>	<b>Payroll Code</b>
Northern District Divisional Allowance	Stream A, B and C	Per week	\$1.10	410.0
Site Allowance – Form Setters	Stream B	Per week	\$32.90	467.0
Site Allowance - Ops	Stream B	Per week	\$34.10	467.1
Site Allowance	Stream C	Per week	\$35.25	457
Vehicle Kilometre Claim	Stream A, B and C	Per kilometre	\$0.82	405.2
First Aid	Stream A, B and C	Per week	\$18.85	403.0, 403.1, 403.2
Locality Allowance	Stream A	Per week	Various rate per location	480.0 to 483.5
Meal Allowances - Overtime	Stream A	Per occasion	\$13.45	404.0
Work in the Rain	Stream A, B and C	Per hour	100% (double time)	418.0
Live Sewer Work	Stream A	Per hour	100% (double time)	419.5
Broken Shift	Stream B – Hospitality	Per occasion	\$15.53	430.0
Uniforms and Laundry Allowance	Stream B – Hospitality	Per week	\$6.7568	431.2
Late work payment	Stream B – Hospitality	Per Hour	\$2.17	431.5
		Per Hour	\$3.17	431.6
Meal Allowance	Stream B – Hospitality	Per occasion	\$13.45	404.0
Site Allowance	Stream B	Per Hour	\$0.8974	467.1
Cemetery Operations -exhumations	Stream B	Per occasion	\$55.17	460.0
Plaque laying	Stream B	Per occasion	\$11.80	460.2
Sanitary or refuse drivers- Wet Pay	Stream B	Per week	\$16.45	464.5
*Leading Hand	Stream B and C	Per week	\$74.49	422.5
Driver Towing Trailer	Stream B	Per day	\$3.53	417.5
Poison Spray	Stream B	Per week	\$16.45	469.0
Removal Dead Animal	Stream B	Per day	\$0.70	468.0
Removal Dead Animal – horse/cattle	Stream B	Per day	\$2.36	468.1
Rubbish/Sanitary Operations – Refuse Driver	Stream B	Per hour	\$2.91	464.1
Rubbish / Sanitary Operations				
Toilet cleaning	Stream B	Per week	\$10.60	467.5
Crane/ straddle unloader	Stream B	Per day	\$3.53	462.0



Working in water >762mm	Stream B	Per hour	\$2.07	468.6
On Call – Stand By Allowance	Stream A, B and C	Per day	\$50.00	421
Tool allowances – Carpenter/Joiner	Stream C	Per week	\$27.55	459.1
Tool allowances – Plumber / Gasfitter	Stream C	Per week	\$27.55	459.4
Tool allowance – signwriter / painter / glazier	Stream C	Per week	\$6.55	459.5
Tunnel work	Stream C	Per day	\$0.70	458.6
Wet work and work in the rain	Stream C	Per day	\$0.80	458.9
Motor Vehicle drawing Trailers	Stream C	Per day	\$3.53	417.5

\*Leading Hand are paid in accordance with Certified Agreement – rate as of 1 July 2021