

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Toowoomba Regional Council Number 2 Employees' Certified Agreement

Matter No. CA/2011/343

Commissioner Brown

11 January 2012

AMENDED CERTIFICATE

This matter coming on for hearing before the Commission on 20 December 2011 the Commission certifies the following written agreement:

Toowoomba Regional Council Number 2 Employees' Certified Agreement – CA/2011/343

Toowoomba Regional Council

Made between:

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees Plumbers & Gasfitters
Employees' Union Queensland, Union of Employees

Queensland Nurses' Union of Employees

The Australian Workers' Union of Employees, Queensland

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

The Electrical Trades Union of Employees Queensland

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

United Voice, Industrial Union of Employees, Queensland

Australian Building Construction Employees and Builders' Labourers' Federation (Queensland) Union of Employees

The agreement was certified by the Commission on 20 December 2011 and shall operate from 20 December 2011 until its nominal expiry on 31 July 2014.

This agreement cancels - Toowoomba Regional Council Number 1 Employees' Certified Agreement [CA/2009/36]

By the Commission.

Commissioner Brown

TOOWOOMBA REGIONAL COUNCIL

NUMBER 2 EMPLOYEES'

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This Certified Agreement shall be known as the Toowoomba Regional Council Number 2 Employees' Certified Agreement, hereinafter referred to as the Agreement.

1.2 APPLICATION AND PARTIES BOUND

This Agreement is binding on Toowoomba Regional Council and the under mentioned unions:

- (a) Australian Building Construction Employees and Builders' Labourers Federation (Queensland and Union of Employees) (BLF);
- (b) Automotive, Metals, Engineering, Printing and Kindred Industrial Union of Employees, Queensland (AMEPKU);
- (c) Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees (FEDFA);
- (d) Plumbers & Gasfitters Employees' Union Queensland, Union of Employees (PGEU);
- (e) Queensland Nurses' Union of Employees (QNU);
- (f) The Australian Workers' Union of Employees, Queensland (AWU);
- (g) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU);
- (h) The Electrical Trades Union of Employees Queensland Branch (ETU);
- (i) Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU);
- (j) United Voice, Industrial Union of Employees, Queensland.

This Agreement shall apply to all employees paid under the provisions of the following Awards:

- (a) Building Trades Public Sector Award - State 2002;
- (b) Children's Services Award - State 2006;
- (c) Electrical Contractors Award - State 2003;
- (d) Engineering Award State 2002;
- (e) Health And Fitness Centres, Swim Schools And Indoor Sports Award - State 2005;
- (f) Hospitality Industry - Restaurant, Catering and Allied Establishments Award - South-Eastern Division 2002;
- (g) Local Government Employees' (excluding Brisbane City Council) Award - State 2003;
- (h) Nurses Award - State 2005.

1.3 DATE OF OPERATION

The Agreement shall operate from the date of certification and shall expire on 31 July 2014.

1.4 RELATIONSHIP WITH PARENT AWARD

This Agreement shall be read and interpreted wholly in conjunction with the terms of the parent awards listed above as they stood at the date of certification of the Agreement, except for the provisions contained in *Clause 3.5 No Extra Claims*.

1.5 OBJECTIVES OF THE AGREEMENT

The principal objectives of this Agreement are to pursue service excellence by:

- (a) Continuous improvement and quality enhancement;
- (b) Focusing on customer service;
- (c) Balancing the needs of all stakeholders;
- (d) Responsible management of available resources;
- (e) Enhancing Toowoomba Regional Council as a preferred employer;
- (f) Commitment by all stakeholders to best practice workplace health and safety;
- (g) Providing improved and more responsive services to the community of Toowoomba Regional Council;
- (h) Promoting workforce flexibility;
- (i) Creation of skill-related career paths and succession planning;
- (j) Increasing consultation and employee participation in decision making;
- (k) Improving training access and provision;
- (l) Increasing job satisfaction.

1.6 DEFINITIONS

- **Casual Employee** - an employee who has been engaged on a irregular and non-systematic basis for periods of employment with breaks in employment contracts.
- **Commission/OIRC** - the Queensland Industrial Relations Commission.
- **Council** - Toowoomba Regional Council.
- **Employee's Household** - a member of the employee's immediate family or a person who lives with the employee and for whom the employee is financially responsible.
- **Immediate Family** - a spouse (including former spouse), a *de facto* spouse and a former *de facto* spouse, spouse of the opposite or same sex of the employee. A *de facto* spouse means a person of the same or opposite sex to the employee who lives with the employee as his or her husband or wife on a *bona fide* domestic basis, and a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.
- **Management** - Chief Executive Officer, General Manager, Executive Manager or Manager.
- **Medical Certificate** - a certificate signed and dated by a registered medical practitioner.
- **Ordinary Fortnightly Wage** - monies the employee would receive including allowances, overtime or similar types of additional payments consistent with the Australian Taxation Office definition of ordinary time earnings.
- **Registered Medical Officer** - a medical officer registered, or licensed, under a law of a State or Territory that provides for registration or licensing of health practitioners (or health practitioners of that type).
- **Stakeholders** - employees, community, customers, elected Mayor and Councillors, management and unions.
- **Union** - a union registered in the State of Queensland and listed in Clause 1.2 of this Agreement.
- **Work Team** - employees engaged in a Section/Unit of a Branch.
- **Wage** - wages that are paid for work performed by the employee.
- **50% Simple Majority** - 50% of employees plus 1 vote.
- **65% Agreed Majority** - 65% of employees.

1.7 ABBREVIATIONS

- **CEO** - Chief Executive Officer;
- **JCC** - Joint Consultative Committee;
- **EMPOD** - Executive Manager People and Organisational Development;
- **POD** - People and Organisational Development Branch;
- **QIRC** - Queensland Industrial Relations Commission;
- **RDO** - Rostered Day Off;

- **TOIL** - time off in lieu of overtime;
- **TRC** - Toowoomba Regional Council;
- **WFA** - Workforce Flexibility Arrangement;
- **WHS** - Workplace Health and Safety.

1.8 COPY AND AVAILABILITY OF THE AGREEMENT

All current employees will be given access to a copy of this Agreement and all future employees will be provided with access to a copy as part of the employee induction program upon commencement of employment with Council.

1.9 GRIEVANCE & DISPUTE SETTLEMENT / RESOLUTION PROCEDURE

In the event of any workplace grievance arising and/or disagreement between Council and its employee/s in relation to the content of this Agreement and/or parent Awards, the following procedure shall apply.

1.9.1 Procedure:

Step One

The employee shall attempt to resolve the grievance with his/her immediate supervisor. The employee may be represented by their union delegate or official if required.

Step Two

If the grievance is still unresolved within forty eight (48) hours, the matter will be referred to management. The employee may be represented by their union delegate/official if required.

Step Three

If the grievance is still unresolved, then the matter should be referred to the (EMPOD) or their nominated representative who will arrange a meeting of all parties within three (3) working days.

Step Four

If the matter remains unresolved it may be submitted by any party to the QIRC for conciliation and arbitration if required.

1.9.2 Principles

- Except in the instance of a bona fide WHS issue, until the grievance is resolved, work shall continue normally in accordance with the custom and practice existing before the grievance arose while discussions take place.
- No party shall be prejudiced as to the final settlement by the continuance of work.
- All parties shall give due consideration to matters raised or any suggestion or recommendation made by the QIRC with a view to the prompt settlement of the dispute.
- Any order of the QIRC, (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- The procedure does not preclude either party from seeking the advice and/or assistance of their respective industrial organization/association at any time.
- The procedure does not preclude either party from raising the issue in another forum at any time having regard to the issue involved and the nature of the respondent concerned.

1.10 COMMITMENT TO COLLECTIVE BARGAINING

Council is committed, during the life of this Agreement, to bargain collectively with its employees and the parties to this Agreement in respect of employees whose terms and conditions have traditionally been covered by the relevant Award. The terms and conditions of the relevant Award and the Agreement shall apply to both new employees and current employees. The parties acknowledge that structured, collective industrial relations will continue as a key

element of the operations of Council.

PART 2 - EMPLOYMENT ARRANGEMENTS

2.1 CONTRACT OF EMPLOYMENT ARRANGEMENTS

Employees are employed by Council, in accordance with the provisions of this Agreement and the relevant Awards.

2.2 EMPLOYEES FIXED START / FINISH WORK LOCATIONS

2.2.1 The employees designated fixed start/finish work location will be as it existed at 1 August 2011. All employees will be designated to one start/finish work location only. For the purposes of this clause, fixed start/finish location shall mean a designated administration office, depot, library, water treatment plant, etc.

2.2.2 For short-term (for a specific project) operational purposes, where Council requires an employee to alter their fixed start/ finish work location to a location away from their designated fixed starting point, the employee shall be paid travelling allowance prescribed under the relevant Award , where such travel is to be undertaken outside of ordinary working hours.

2.3 PERMANENT RELOCATION

2.3.1 Employees employed under this Agreement at 1 August 2011 cannot be permanently relocated to another workplace/service centre/depot except by mutual Agreement unless one of the following applies:

2.3.1.1 The new workplace is not further from the employee's place of residence than the previous workplace;

2.3.1.2 The new workplace is not more than 15 kilometres from their current workplace.

2.3.2 Consultation

2.3.2.1 If the new workplace is 15 kilometres or less from their existing workplace then Council is only required to give the employee notice.

2.3.2.2 If the new workplace is greater than 15 kilometres but not more than 25 kilometres from their current workplace, Council will be required to consult with the employee in accordance with Clause 7.3 - Workplace Change Notification.

2.3.3 Notice

A minimum of six (6) weeks notice shall be given to the employee unless otherwise mutually agreed.

2.3.4 Travelling Payment

2.3.4.1 Where an employee is relocated to a workplace which is not further from the employee's place of residence than the previous workplace or not more than 15 kilometres from their existing workplace, there will be no travelling allowance payable.

2.3.4.2 Where an employee is required to travel greater than 15 kilometres from their existing workplace, Council at its discretion will either provide transport or the employee will be paid a travelling allowance of 74 cents per kilometre, for each kilometre in excess of 15.

2.3.4.3 Clause 2.3.4.2 will cease to have effect from 31 July 2014.

2.3.5 This clause shall not have application to employees employed after 1 August 2011.

2.4 INCOME MAINTENANCE

2.4.1 When an employee accepts redeployment to a position that is a lower classification level than their previous classification level, Council agrees to maintain the employee's wage until either:

- (i) the employee is no longer employed by Council; or
- (ii) the employee is appointed to a position where the wage is equal to or more than the wage of the previous position.

2.4.2 Council agrees to apply all wage increases provided for in this Agreement to the employee's maintained wage.

PART 3 - REMUNERATION AND ALLOWANCES

3.1 WAGE RATES AND SCHEDULES OF WAGES

3.1.1 The weekly wage rate payable to employees is set out in Schedule A - Pay Rates.

3.1.2 Payment of monies will be made using Electronic Funds Transfer directly to the account nominated in writing by the employee and will be paid on a fortnightly basis. Should an employee's account details change, it will be the responsibility of the employee to provide sufficient notice of the change of details to ensure that payments are able to be accurately transferred.

3.1.3 Nothing contained within this Agreement shall preclude Council from paying any employee at a higher rate than that prescribed in Schedule A - Pay Rates.

3.2 WAGE INCREASE

The operative date of the first wage increase shall be from the first pay period to commence on or after 1 August 2011, subsequent increases shall be 12 months and 24 months respectively after the first increase.

The wage increases during the life of this Agreement are outlined below:

AWARD	YEAR 1	YEAR 2	YEAR 3
Building Trades Award	3.5%	3.65%	3.85%
Engineering Award	3.5%	3.65%	3.85%
Electrical Contractors Award	3.5%	3.65%	3.85%
Local Government Employees' Award	3.5%	3.65%	3.85%
Nurses Award	2.5%	2.5%	2.5%
Children Services Award	2.5%	2.5%	2.5%
Hospitality Award	2.5%	2.5%	2.5%
Health & Fitness Award	2.5%	2.5%	2.5%
<ul style="list-style-type: none"> • In respect to the Nurses Award, an additional higher classification level with two additional pay points for registered nurses who satisfy the new classification definition will be introduced. 			

3.3 ADULT APPRENTICE WAGE

Where an apprentice employed by Council reaches the age of 18, the apprentice will be entitled to the applicable adult apprenticeship rate. Where a person begins an apprenticeship with Council and is already 18 years of age, the person will be entitled to the applicable apprenticeship rate:

Year of Apprenticeship	Percentage of relevant Trade Rate	Engineering	Building Trades	Electrical
1 st year	75%	C10	BT1	G5
2 nd Year	80%	C10	BT1	G5

3 rd Year	84%	C10	BT1	G5
4 th Year	90%	C10	BT1	G5
<ul style="list-style-type: none"> • Notwithstanding the above rates of pay, the Adult Apprentice Rate shall not be less than the <i>Queensland Minimum Wage</i>, as amended from time to time. • Adult person means a person aged 18 years or over. 				

3.4 SUPERANNUATION

3.4.1 Council shall contribute the relevant contributions on behalf of each employee into the Local Government Employees Superannuation Scheme established pursuant to the terms and conditions as set out in the *Queensland Local Government Act 2009*.

3.4.2 Council agrees to maintain the superannuation employer contributions at 12.4% for the life of the Agreement.

3.5 NO EXTRA CLAIMS

3.5.1 The parties agree that in the life of this Agreement, no extra claims will be made for further wage increases and no alterations in conditions of employment will be made except in the context of approved WFA as provided for in this Agreement or any decision of the QIRC.

3.5.2 The wage rates specified in this Agreement and the documented escalation for salary rates shall apply for the duration of the Agreement.

3.5.3 This clause also does not preclude increases that may occur as a result of reclassification under the Award, at Clause 8.1 - Classification of this Agreement, or any increases to the maternity arrangements as adjusted by legislation from time to time.

3.6 ALLOWANCES

Except where allowances are prescribed in this Agreement, all other allowances will be increased in line with the parent Awards during the life of this Agreement.

3.6.1 On Call Allowance

All work teams required to participate in on call arrangements will be rostered for duty on an equitable basis and considerate of WHS requirements. These on call arrangements shall commence from the first pay period following the date of certification.

a. On Call - Remote (Dial In)

- (i) Applies to employees rostered and required to be on call via remote access such as, but not limited to, telephone, modem or personal computer.
- (ii) An allowance per day (24 hour period) of \$17.50 per day is payable, and should work be undertaken during this day a further payment will be made for the time worked at 1.5 times the ordinary rate of pay with a minimum of 30 minutes being payable for Monday to Friday.
- (iii) For Saturdays, Sundays and Public Holidays a payment for time worked of 2.0 times the ordinary rate of pay with a minimum of 30 minutes will apply.

b. On Call - Call-In (Attend Work)

- (i) Applies to employees rostered and required to be on call and remain within an operationally reasonable travel time to the work location.
- (ii) An allowance per day (24 hour period) of \$25.00 per day is payable Monday to Friday, \$35 on Saturdays and Sundays and \$45 on Public Holidays.

- (iii) Should work be undertaken during Monday to Friday a further payment will be made for the time worked at 1.5 times the ordinary rate with a minimum of 2 hours payable. Any time worked in excess of the minimum will be paid at the rate of double time for all hours worked.
- (iv) For Saturdays and Sundays a further payment will be made for the time worked at 2 times the ordinary rate with a minimum of 2 hours.
- (v) For Public Holidays a payment for time worked of 2.0 times the ordinary rate of pay with a minimum of 4 hours will apply.

Where an employee is of the view that they have been disadvantaged by working to the terms of this sub-clause in relation to the relevant parent Award, such an employee may make application at the end of each financial year for an adjustment to their compensation for their on call work.

The amount of compensation will be calculated by the relevant Manager and the rostered employee based on records kept by the employee in a Council supplied diary.

The amount of compensation will be equal to the difference between the amount paid for call out duties under the Agreement and the entitlement calculated under the relevant parent Award.

c. Recall

Where the employee is required to be on call and paid for the aforementioned allowance, there is no entitlement in respect of each subsequent call out on the same day for (a) and (b) above if the call out (or call outs) fall within the original period of time for which payment is made.

3.6.2 First Aid Allowance

- 3.6.2.1 Where Council appoints as a first aid attendant an employee who holds an appropriate current first-aid certificate, an additional \$15 per week in which the employee works three (3) days or more shall be paid to such employee.
- 3.6.2.2 The first aid allowance is only payable to an employee who occupies a position where there is an entitlement to claim the allowance on a weekly basis and there is an operational need for the employee to use the qualification as determined by Council.
- 3.6.2.3 All appointments of first-aid attendant/s will be formally made in writing.

3.6.3 Higher Duties Allowance

Employees performing Higher Duties for more than two hours will be paid at the higher rate for the full day. Where an employee performs higher duties for less than two hours, the employee will be paid at the higher rate for the actual time worked.

3.6.4 Live Sewer Work Allowance

- 3.6.4.1 All employees under this Agreement engaged in live sewer works or cleaning septic tanks shall, during ordinary hours, be paid at the rate of time and a half for all time so engaged.
- 3.6.4.2 During overtime or on weekends or public holidays, employees shall be paid one half of the ordinary hourly rate in addition to the relevant overtime, weekend or public holiday rate for all time engaged on live sewer work.

3.6.5 Shift Work Allowance

Shift Work entitlements and provisions shall be in accordance with the relevant Award.

3.6.6 Travel Allowance

- 3.6.6.1 Where a Council vehicle is provided, an employee shall not be entitled to claim the provisions of the kilometre rate of the travel allowance under the relevant Award.

3.6.6.2 If the relevant Award is silent in respect to travel allowance, then *Clause 5.8.13 Employees using their own vehicle* from the *Local Government Employees (Excluding Brisbane City Council) Award - State 2003*, will apply.

3.6.6.3 Where an employee is required to travel outside of the Council area as part of their duties, all reasonable travelling and/or out-of-pocket expenses including meals incurred by an employee in the course of the employee's duties, other than Conference leave, and outside of their normal working hours, shall be reimbursed.

3.6.6.4 Where an employee is required to travel outside of the TRC area as part of their duties, the employee will be able to claim such time as TOIL.

3.6.7 Annualisation Of Allowances

Where it is mutually agreed, annualisation of allowances may be approved by Council on a case-by-case basis.

3.6.7.1 Annualisation of Tool Allowances

- (a) Annualisation of tool allowances may apply to employees who are required to use their own private tools during the course of their regular work on a daily basis.
- (b) The annualised tool allowance shall be calculated by the application of the following formula:
Weekly tool allowance specified in the relevant Award x 48 (weeks) / 52 (weeks).
- (c) The annualised amount will be amended from time to time to reflect any variation made to the weekly tool allowance by an Order issued by the QIRC.
- (d) The annualised allowance applies only while the employee occupies a position where there is an entitlement to claim the tool allowance on a weekly basis.

3.6.7.2 Annualisation of Travel Allowances

- (a) Annualisation of travel allowances may apply to employees who are required to travel between work locations.
- (b) The annualised travel allowance shall be calculated by the application of the following formula:
Daily travel allowance specified in the relevant Award x 5 (days) x 43.6 (weeks) / 52 (weeks).
- (c) The annualised travel allowance amount will be amended from time to time to reflect any variation made to the daily travel allowance by an Order issued by the QIRC.
- (d) The annualised allowance applies only while the employee occupies a position where there is an entitlement to claim the travel allowance on a daily basis.

3.6.7.3 Annualisation of Allowances other than Tool and Travel

- (a) The parties to this Agreement agree that there are benefits to Council and employees through the annualisation of allowances.
- (b) In the negotiation of annualisation of allowance the parties shall rely on historical data based on fact (or an Award entitlement in the case of a new position or work process/task/duty).
 - For the purpose of this Clause "annualised allowance" means the calculation of the total yearly amount of the allowance entitlement, divided by 52 and then paid as a weekly allowance for each week of the year (unless otherwise agreed).

- The parties may agree that the employee/s who are a party to such an arrangement receive a benefit in lieu of a monetary amount, provided that the benefit is not less than the monetary amount that the employee/s would have otherwise received.

3.6.8 Electrical Tradespersons Allowance

Electrical Tradespersons shall continue to be paid the Award provision as outlined in *Clause 5.8.16* of the *Electrical Contracting Industry Award - State 2003*. Effective 01 July 2009, the amount paid will be either the Award amount or 5% of the Council Base Trade Rate, which ever is the greater.

3.6.9 Electrical Tradespersons Service Increment Payment

Electricians currently in receipt of a service increment payment will continue to receive this payment for the life of the Agreement. The service increment payment amount will not increase during this period. No other employees, with the exception on the employees currently in receipt of this payment, will have an entitlement to this payment.

PART 4 - EMPLOYMENT BENEFITS

4.1 SALARY SACRAFICE

By Agreement, salary sacrifice arrangements will be provided to all employees in accordance with provisions set out by the Australian Taxation Office.

4.2 WORKERS COMPENSATION

All employees who receive workers compensation benefits for an injury will receive full entitlements for the entire period they are absent on workers compensation. Entitlements that will continue to accumulate include, but are not limited to:

- Long Service Leave
- Annual Leave
- Superannuation
- Personal Leave (Sick and Carers)

4.3 EMPLOYEE ASSISTANCE

4.3.1 Employee Assistance is a service provided to help employees and their immediate family members with personal or work related problems, which may affect their work performance or quality of life.

4.3.2 If an employee on extended (> 25 weeks) leave suffers financial hardship due to an injury, sickness or other restriction, the employee may apply to the CEO for assistance. Assistance to the employee will be assessed on a case by case basis and will be provided to the employee under the Council's Employee Assistance program.

4.4 LIFESTYLE INITIATIVES

4.4.1 Programs

- The initiatives of a "Quit Smoking Program (50% funding on completion of the Council approved program and a further 50% after 3 months abstinence) will be made available to permanent employees.
- Immunisations (influenza, hepatitis A and B), which aim to promote a healthy workplace for the wellbeing of the employee, will be made available at no cost to all employees.

4.4.2 Implementation of lifestyle initiatives will be monitored through the Joint Consultative Committee (JCC). Other initiatives may be implemented in consultation with the JCC, eg voluntary Wellness Program.

4.5 USE OF COUNCIL VEHICLES

Employees allocated a commuter use Council vehicle will have commuter use of the vehicle free of charge for the purpose of travelling to and from work in accordance with the Australia Taxation Office rulings on commuter use of vehicle and will be required to sign a Commuter Use Agreement for such usage.

PART 5 - HOURS AND WORKFORCE FLEXIBILITY ARRANGEMENTS

5.1 HOURS OF WORK

The hours of work for all employees shall be in accordance with the Award unless varied in this Agreement.

5.2 WORKFORCE FLEXIBILITY ARRANGEMENTS

5.2.1 The parties agree to continue the current WFA's existing in each work team throughout Council. This clause shall enhance current flexibility arrangements and shall in no way diminish such arrangements.

5.2.2 Should the employee or work team not be participating in a WFA as outlined in this clause, the employee(s) shall be entitled to accumulate Flex Leave to take at least one day's Flex Leave in each four week cycle. Such leave shall, unless otherwise agreed between the employee and the relevant Manager, be a full day.

5.2.3 The WFA's have been categorised as follows:

5.2.3.1 Principal Workforce Flexibility Arrangements

The five (5) principal flexibility arrangements that the majority of work teams operate under at Council are:

- Nine (9) Day Fortnight;
- Nineteen (19) Day Month;
- TOIL;
- Annualised Hours
- Annualised Salaries.

5.2.3.2 A work team may nominate their preferred WFA. All principal WFA's must have the required majority of the work teams support before the WFA can be approved and entered into.

5.2.3.3 Each Arrangement needs to consider Council's operational needs, financial implications and be subsequently approved in writing by management and such approval by management will not be unreasonably withheld.

5.2.3.4 Employee/s or work groups will be advised of the need to consult with their Union Representative during the negotiation of these Arrangements. Clause 1.9 - Grievance and Dispute Settlement/Resolution Procedures, shall apply where an Agreement cannot be reached.

5.2.3.5 Any new or vacant position will be advertised in accordance with the existing WFA's applicable to that work team at the time of vacancy.

5.2.3.6 All WFA's are to be cost-neutral.

5.2.4 9 Day Fortnight

- a. By mutual agreement, made in advance between Council and employees (work team), a 9 day fortnight can be used to meet work requirements.
- b. In such cases, a 50% simple majority of team members must be in favour of the Arrangement.
- c. The Arrangement must be approved by management and such approval shall not be unreasonably withheld.

- d. New employees to the work team are required to work the Arrangements that are in place within their work team at the time of their employment with Council.
- e. Typically, where the employee works 76 ordinary hours in a 9 day period, they will be entitled to have the 10th day off as a Rostered Day off.

5.2.5 19 Day Month

- a. By mutual agreement in writing, made in advance between Council and employees (work team), a 19 day month can be used to meet work requirements.
- b. In such cases, a 65% agreed majority of team members must be in favour of the Arrangement and it must be approved by management.
- c. New employees to the work team are required to work the Arrangements that are in place at the time of their employment with Council.

5.2.6 Time Off In Lieu

5.2.6.1 All time in excess of the employee's normal working hours shall be, at the employee's discretion, either paid as overtime or accrued as TOIL (on a time-for-time basis), consistent with the provisions of the sub-clause 5.2.7.2 (b) (ii) - *Maximum Number/Approval of Hours Banked*, hereof.

5.2.6.2 Hours

- By mutual agreement, made in advance between Council and the employee, hours of work may be extended to not more than 10 hours per day and not more than 50 hours per week.
- 25 hours can be banked with Manager approval.
- Up to 40 hours can be banked with General Manager approval.
- Hours greater than 40 hours TOIL are to be paid at the applicable overtime rates.
- All TOIL accrued and taken up to 40 hours is at ordinary time.
- Employees can by mutual agreement with their Manager, made in advance, have a negative balance of no greater than 8 hours.
- Council will maintain a record of all TOIL accrued and taken by the employee.

5.2.6.3 Where days worked include a Saturday, Sunday or Public Holiday, Council and the employee/s will come to an agreement regarding appropriate remuneration. Appropriate remuneration will include:

- (i) payment of penalty rates; or
- (ii) crediting hours accumulated at penalty rates toward ordinary hours; or
- (iii) time off in lieu of the payment of overtime.

5.2.6.4 Taking of TOIL

Taking of TOIL shall be mutually agreed between the relevant Manager and the employee.

5.2.6.5 Payment of Accrued TOIL

Any TOIL remaining on the last day of employment with Council shall be paid to the employee. The payment shall be calculated by multiplying the number of TOIL hours remaining to the credit of the employee by the normal hourly rate to which the employee was entitled at the date of termination.

5.2.7 General Conditions

5.2.7.1 The following conditions shall apply to any arrangement entered into under Part 5 - Hours and Workforce Flexibility Arrangements of this Agreement:

- (a) Starting and Finishing Times.

Irrespective of the span of hours worked, the starting time shall not be later than 10am and the finishing time no later than 6pm except with the prior approval of the relevant Manager.

(b) Recording of time worked and banked time taken.

All time worked and banked time taken shall be:

- (i) recorded on a standard Council time card/sheet (hard copy or electronic);
- (ii) signed by the employee and verified by the employee's supervisor as an accurate record of times worked; and
- (iii) lodged with the Pay Office.

5.2.7.2 Conditions applicable to arrangements involving the accrual of Banked Time.

Where any arrangement results in the accrual of time which is intended to be taken at a later date, then, in addition to any conditions forming the basis of any particular arrangement, the following standard conditions shall apply to the accrual and taking of banked time:

(a) Supply of details of banked time

- (i) Details of all banked time transactions shall be recorded by the Pay Office.
- (ii) Details of the balance available shall be included on the employees Pay Advice Notices.
- (iii) Details of transactions shall be made available to employees upon request.
- (iv) Managers shall be supplied with a report on the balance of time available to all employees under their supervision.

(b) Maximum number/Approvals of banked time hours

- (i) The maximum number of hours which an employee shall be permitted to hold to their credit in their leave bank approved by their Manager shall be 25.
- (ii) Up to 40 hours can be approved by their General Manager.
- (iii) The 25 hour limit can only be exceeded where:
 - the relevant Manager and General Manager are satisfied that exceptional circumstances exist;
 - prior to reaching the permitted maximum (40 hours), the relevant Manager and the employee have negotiated (and reduced to writing) a mutually satisfactory banked time arrangement intended to reduce the leave bank credit to 25 hours or less; and
 - the employee can demonstrate that the accrual of the banked time above the permitted maximum will not result in the deferral of the taking of any scheduled annual or long service leave or the creation of an annual or long service leave balance which is in excess of the upper limit prescribed by Council.
- (iv) Irrespective of the circumstances, in no case shall an employee's banked time credit exceed 40 hours.
- (v) To give practical effect to sub-paragraph (iv) above, banked time recorded on time sheets in excess of 40 hours, with prior approval of management will be paid at overtime rates.
- (vi) The relevant Manager shall forward a copy of the proposed arrangement referred to in paragraph (b) (ii) point 2 above to their General Manager together with such other information as the General Manager may require in order to assess the merits of the arrangement.
- (vii) The General Manager shall approve or should they form the opinion that the arrangement is contrary to Council's interests, modify or reject the arrangement.
- (viii) This paragraph applies to all employees who, on date of certification of this Agreement hold a banked time credit in excess of 25 hours. Employees shall be required to reduce their credit to 25 hours within 6 months unless they have satisfied their Manager that exceptional circumstances exist and have entered into a written arrangement for the same purpose as set out in paragraph (b)(ii) point 2 above. All other provisions of paragraphs (ii) to (vii) inclusive shall also apply in this circumstance.

(c) Maximum Number of Negative Banked Time Hours

(i) General Application

An employee shall be permitted to hold a negative balance in their accrued time bank provided:

- the relevant Manager is satisfied that the particular circumstances of the employee are such as to warrant the granting of the concession;
- no other form of leave (excluding annual or long service leave) is available for the purpose;
- the negative balance at no time exceeds 8 hours;
- if a negative balance exists at the date of the employee's resignation, retirement or the termination of the employee's service, the negative balance shall be automatically deducted from the termination pay of the employee.

(ii) Christmas/New Year Closedown

This paragraph applies to employees with less than 4 months continuous service with Council as at 25 December in the relevant year.

Where Council approves the general close down of operations during a Christmas/New Year period then an employee to whom this paragraph applies shall, in order to participate in the general closedown, be permitted to accrue a banked time debit of not more than 24 hours, provided:

- the employee has demonstrated that they have maximised their opportunities to bank time before the relevant Christmas/New Year period;
- any pro-rata leave entitlement is incorporated into the leave application for the relevant Christmas/New Year period; and
- the banked time debit is reduced to less than negative hours within one month of the expiration of that period.

(d) Minimum Number of Hours Worked

The following shall apply where a lesser period than one full day is taken using banked time:

- For employees employed on a casual basis, the minimum number of hours shall be as provided in the employee's letter of engagement.
- For all other employees the minimum number of hours the employee is required to work on that day shall be four (4).

(e) Employee's Right to Accrue a Minimum Amount of Banked Time

Should the employee so elect, and subject to Clause (d) above, the employee shall be entitled to accumulate banked time to take at least one day's leave in each four week cycle. Such leave shall, unless otherwise agreed between the employee and the relevant Manager, be a full day.

(f) Application of Non-Value Added Time

- (i) For the purpose of calculating leave debits and accrued time credits for any period of non-value added time, an employee shall be deemed to have worked the equivalent of the number of hours the employee would have worked on that day or during the period (as the case may be) had the employee been working their normal hours.
- (ii) For the purpose of this paragraph, "non-value added time" shall mean the time an employee is not undertaking normal duties as a result of:
 - the taking of annual, long service or special leave by that employee;
 - the declaration of any day as a Public Holiday; or

- the employee being absent because of sickness or for any other reason.

(iii) Where historically an employee or a work group regularly works in excess of 8.5 hours per day and/or there is a clear intention for this to occur or continue to occur in the future, then for the purposes of applying a time credit to an employee's banked time in respect of any non-value added time, 8.5 hours shall be deemed to have been worked on that day or as the case requires, for each of the days in that period provided a WFA is in place, which, among other things, stipulates that:

- 8.5 hours is deemed to be the "normal hours" worked for the purposes of this Agreement;
- a record of actual time worked by the employee or work group is to be kept and a quarterly audit undertaken to satisfy the parties as to the appropriateness of the deemed "normal hours" determination of 8.5;
- this audit is to be conducted by the relevant Manager, a representative from POD and the employee or a work group representative (whichever is applicable);
- where the audit reveals there is a need for the "normal hours" to be adjusted either upwards or downwards, that Agreement is to be reached as to the new deemed figure and that the new deemed figure shall apply from the date of Agreement with no retrospective adjustments;
- where an adjustment is made to the deemed "normal hours", a new WFA will be entered into.

(g) Inclement Weather (Wet Days)

The following shall apply:

(i) Where inclement weather prevents an employee from undertaking scheduled work:

- employees shall be required to attend work for normal rostered hours;
- relevant Managers shall endeavour to provide work during this period;
- all productive time in excess of the normal rostered hours shall be authorised by the relevant Manager.

(ii) Notwithstanding the foregoing, where in the opinion of the relevant Manager inclement weather will continue past 7½ hours and no productive work is available, employees may be sent home and credited with normal rostered hours.

This provision shall not apply to employees who are rostered on-call.

(h) Conversion of Leave from Days to Hours

To facilitate the calculation of annual, long service, special or sick leave for those employees required under an Award to work 76 hours per fortnight, leave entitlements shall be converted to hours in the following manner:

The annual entitlement expressed in days, shall be multiplied by 7.6.

(i) No Reduction in Service Delivery

Banked time shall be taken in a manner, which does not render the provision of services or the administrative or other operations of the Council, less efficient and/or more costly.

(j) No Loading to Apply

No leave loading shall be applied to any banked time taken in conjunction with annual leave.

(k) Call Backs

Nothing contained in this Clause shall affect the right of an employee to be paid the penalty prescribed by the Award where the employee is called back to work whilst accessing banked time.

(l) Minimum Notice - Variation to Scheduled Banked Time

Unless otherwise agreed between the Manager and employees, not less than 36 hours notice shall be given by the relevant Manager of any intention to vary scheduled banked time arrangements.

5.2.7.3 Right of Appeal

An employee aggrieved by their Manager's rejection of a submission to accrue the maximum number of hours or of any other element of a proposed arrangement shall, have the right of appeal to their General Manager.

5.2.8 Annualisation of Hours

The parties to this Agreement acknowledge that some areas of Council experience seasonal changes to their workloads. To cater for these seasonal conditions, sections of Council may implement WFAs which are cost effective and improve services to customers. The Aquatic Centres for example, are busier during summer months and quieter during the winter. To improve service to its customers, the permanent employees may negotiate to annualise their work arrangements and work longer hours during the busy summer season. The extra hours worked during the summer would then be "banked" and accessed during the off season.

5.2.8.1 By mutual agreement in writing, made in advance between Council and the employee, annualisation of hours for permanent full time employees may be arranged based on expected seasonal workloads.

- (a) This arrangement is for a 12 month period (financial year) and will be reviewed annually by 31 May.
- (b) Hours can be worked in no less than 10 months in any fiscal year.
- (c) No employee shall suffer a reduction in salary or ordinary time earnings as a result of annualisation of hours.
- (d) Entering into an annualisation of hours arrangement precludes the work team from engaging in other WFA's.

5.2.8.2 Annualisation of hours for seasonal conditions 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; and
- (c) minimum hours worked per fortnight.

5.2.8.3 All applications for annualised hours for seasonal conditions must be recommended by the relevant Manager and lodged with the relevant General Manager for approval and must include specific details of -

- (a) the consultation and negotiation process undertaken with employees and the relevant union/s;
- (b) whether all employees endorse the arrangement;
- (c) the dates of expected seasonal variation;
- (d) the expected improvements in customer service;
- (e) the total (or maximum) number of hours to be banked by each employee during the peak season; and
- (f) when (during the off peak season) each employee will take their banked time.

5.2.8.4 All leave banked must be taken prior to the commencement of the next peak season.

5.2.8.5 Each WFA for seasonal conditions will be reviewed annually by the relevant Manager with a recommendation made to the General Manager for consideration for approval or refusal. The review

will consider the benefits and outcomes for both customers and employees and a decision will be made about continuing the arrangement for the following year.

5.2.9 Annualisation of Salary

The parties to this Agreement acknowledge that some employees of Council experience changes to their workloads. To cater for this, some employees of Council may implement a WFA to annualise their salaries.

5.2.9.1 By mutual agreement in writing, made in advance between Council and the employee, annualisation of salary may be arranged based on work requirements. It involves the following:

- (a) Work in excess of the ordinary weekly hours up to 45 per week (90 per fortnight), where the payment for such work is factored into the agreed annualised salary;
- (b) Hours worked greater than 45 per week (90 per fortnight) but no greater than 50 hours per week are to be considered as TOIL wherein the standard provisions apply (i.e. positive balance no greater than 25 hours with Manager approval or no greater than 40 hours with General Manager approval). This TOIL is accrued at ordinary time. Employees can by mutual agreement with Council have a negative balance of no greater than 8 hours. All TOIL must be approved by management in advance;
- (c) All hours worked over 50 per week require documented prior approval from management before payment of overtime is made.
- (d) Access to all other allowances is removed;

5.2.9.2 The annualised remuneration shall be calculated using the formula:

Base Salary plus any penalties, allowances and overtime divided by 52 weeks to give a weekly rate.

5.2.9.3 Other matters relating to the Annualisation of Salary include:

- (a) Remuneration can include benefits other than cash such as access to a vehicle (commuter or private use) as agreed by Council;
- (b) The annualised salary rate shall be paid to the employees whilst on all types of leave prescribed by the Agreement and relevant parent Award;
- (c) Superannuation will be paid in accordance with the Local Government Employees Superannuation Scheme;
- (d) This arrangement will be reviewed annually by 31 May. The review will consider if the hours worked in the preceding two fiscal years have been greater than 15% above ordinary hours; whether the roles, responsibilities and operational requirements of the position have remained substantially unchanged during the preceding two years; and whether the relevant Manager predicts that operational requirements will remain at the same level as the preceding two years. All three criteria must be met to enable continuance of the annualised arrangement.

5.2.9.4 Termination of the arrangement will result in a return to the employee's position substantive classification salary as at the first pay period in July of the year immediately following the review.

5.2.9.5 The operational procedures policy for Annualisation of Salaries is outlined below:

- (a) For the purpose of this Clause "annualisation of salary" means the calculation of a yearly rate of remuneration.
- (b) An annualised salary arrangement may be implemented after negotiation with and endorsement by the employee or, where relevant, the majority of employees in a work team, recommended by the relevant Manager and approved by the General Manager.
- (c) In the interests of achieving a satisfactory outcome, all parties to the negotiations shall be required to state the reason or reasons when presenting their particular position on the issues relevant to the proposal.
- (d) Following its review in terms of this WFA, an existing annualised salary arrangement may be retained (with or without modification) or terminated. This paragraph is subject to paragraph (e).
- (e) This section applies where, the General Manager forms the opinion that the existing annualised salary does not properly reflect the current work circumstances of the employee/s and

accordingly, determines that the employee/s is/are to receive a lower annualised salary or is/are to return to either:

- (i) Their substantive annual salary (i.e. the pre-annualised base rate for the position/s held for the time being by that/those employee/s); or
 - (ii) An annual salary based on their substantive salary appropriately amended to reflect incremental payments otherwise payable during the period of annualisation or changes in work practices or technology.
- (f) Where the General Manager determines that a lower annualised salary is to apply, then:
- (i) the revised annualised salary shall be calculated by the General Manager on the basis set out in this Agreement;
 - (ii) details of the General Manager's determination and the revised annual annualised salary shall be filed in the relevant employee/s' personnel file and recorded in appropriate pay records;
 - (iii) 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 General Manager's determination;
 - (iv) the salary increase referred to in (f) part (iii) shall be added to the revised annualised salary and the appropriate pay records amended to reflect the increase; and
 - (v) 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 General Manager's determination with consequent amendments made to pay records.
- (g) Where pursuant to paragraph (e) the General Manager determines that the employee/s is/are to return to either their substantive annual salary or to an amended annual salary [as provided in paragraph (e)(ii)], then:
- (i) details of the General Manager's determination and the current annual substantive salary or amended annual salary (whichever applies) shall be filed in the relevant employee/s' personnel file and recorded in appropriate pay records;
 - (ii) the current annual substantive salary or current amended annual salary (whichever applies) shall be the figure used to calculate the amount of base salary increase granted (under this Agreement) after the date of the General Manager's determination;
 - (iii) the salary increase referred to in (ii) above, shall be added to the annual substantive salary or amended annual salary amount and the appropriate pay records amended to reflect the increase; and
 - (iv) the calculation of all further salary increases shall be based on the annual substantive salary or amended annual salary amount as amended by the addition of all other base salary increases awarded between the date of the calculation and the date of the General Manager's determination with consequent amendments made to pay records.
- (h) The assessment of the merits of entering into or, following a review as required by this Agreement, retaining an annualised salary arrangement shall be based primarily upon the following criteria:
- (i) whether the hours worked over the preceding two years have been greater than 15% above the normal award hour;
 - (ii) whether the roles and responsibilities of the position have remained substantially unchanged during the preceding two years;
 - (iii) whether the employee's relevant Manager predicts that work requirements for the next year will remain at the same level as the preceding two years.
- (i) The calculation of an annualised salary will reflect:
- (i) in the case of existing employees, the base salary plus any penalties historically paid under the award including overtime, weekend penalties or other allowances;

- (ii) hours in excess of the base hours historically or anticipated to be worked;
- (iii) the value of the non-cash components of the salary or salary package;
- (iv) changes in work practices and technology.

For employees who have entered into an annualised salary arrangement, the standard annual superannuation contribution payable in terms of the Trust Deed governing the Local Government Superannuation Scheme shall be based on the employee's substantive salary.

5.2.10 Special Projects

By mutual agreement, made in advance between Council and a simple majority of employees in a Branch, Section or Work Team - whichever is applicable, other working arrangements can be entered into to meet operational needs. Under any such arrangement, no greater than 100 hours of 'banked time' can be approved.

In such cases a 50% simple majority of team members must be in favour of the arrangement and the arrangement must be approved by management. Special arrangements are to be identified and agreed to prior to commencement and may include incentive payments and conditions not provided for within this Agreement.

PART 6 - LEAVE PROVISIONS

6.1 ANNUAL LEAVE

All annual leave entitlements shall be in accordance with the leave provisions of the relevant Award.

6.2 PERSONAL LEAVE (SICK AND CARERS)

6.2.1 All employees (except casuals) are entitled to fifteen (15) days (pro rata for part-time employees) per year paid personal leave in accordance with the relevant Awards.

6.2.2 Personal Leave may be taken as sick leave when an employee suffers an illness or injury.

6.2.3 Personal Leave may be taken as carers leave when an employee is required to provide care or support to a member of the employee's immediate family who requires care or support as they are sick or injured or have an unexpected emergency.

6.2.3 All sick/carers leave entitlements shall accrue uncapped.

6.2.4 When taking sick or carers leave, the employee must notify their supervisor/manager of their absence as soon as practicable - where possible within the first 30 minutes or at least by the close of business on the first day of absence.

6.2.5 A Medical Certificate from a registered medical officer is required after the second consecutive day of sick / carers leave.

6.2.6 If it is deemed necessary by the CEO due to perceived abuse of the system, a Medical Certificate will be required to be produced for any one day of sick leave.

- (a) The perceived abuse of sick leave is deemed to be a regular pattern that is not supported by apparent sickness. It is acknowledged that these regular patterns can be due to personal problems beyond the employee's control and this clause is clearly related to a perceived abuse of sick leave and the intent is to open discussion between the employee and their Manager. If there is any dispute regarding the perceived sick leave abuse either party may access clause 1.9 *Grievance and Dispute Settlement / Resolution Procedure*.

6.3 LONG SERVICE LEAVE

All Long Service Leave entitlements shall be in accordance with the Long Service Leave provisions of the *Industrial Relations Act 1999*, subject to the following additional entitlements:

6.3.1 An employee shall accrue 1.3 weeks paid long service leave per year of full-time service (part-time on a pro rata basis), and may access accumulated long service leave entitlements after 7 years of continuous service.

- For example: An employee, who has completed an initial period of 7 years' continuous service, will have access to 9.1 weeks long service leave.

6.3.2 Employees may access half pay long service leave subject to the approval of the General Manager on a case by case basis.

6.4 BEREAVEMENT LEAVE

All bereavement leave entitlements shall be in accordance with the provisions of the Award. An additional day may be approved by the General Manager on a case-by-case basis.

6.5 COMPASSIONATE LEAVE

Up to two (2) days paid compassionate leave may be approved by the General Manager on a case-by-case basis in respect of immediate family suffering from illness or injury, in addition to the provisions of Carer's Leave in the relevant Award.

6.6 PAID MATERNITY LEAVE

In addition to the provisions of the *Federal Government Paid Parental Leave Scheme* and the provisions of the relevant Award the following will apply.

6.6.1 Four (4) weeks of paid maternity leave (pro rata for part-time employees) will be available to permanent employees after twelve months continuous service.

6.6.2 Paid maternity leave will be effective from the date of commencement of maternity leave

6.6.2.1 The period of paid maternity leave forms part of the fifty-two (52) weeks, or part thereof, of unpaid maternity leave.

6.6.3 The period of paid maternity leave is payable once only in connection with each birth or adoption of a child/children to an employee of Council.

6.6.4 After twelve (12) months continuous service for permanent employees, one (1) day's paid paternity leave shall be available for the paternal partner immediately following the birth of the child/children or adoption of a child/children.

6.6.5 Part-time employees are eligible for paid maternity leave on a pro-rata basis of the employee's contracted hours for the preceding twelve (12) months.

6.7 JURY SERVICE LEAVE

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

6.7.1.1 The payment includes an over Award payment but excludes overtime, penalty rates, shift allowances and any other like payments, as the employee must have actually worked to be considered for the payment of these allowances.

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

6.8 DEFENCE SERVICE RESERVE LEAVE

Defence Services Leave for Employees shall be in accordance with the *Queensland Local Government Officers Award 1998 - State*.

6.9 EMERGENCY SERVICES LEAVE

6.9.1 Leave for members of Emergency Service organisations applies to employees who are approved members of the State Emergency Service, Volunteer Fire Brigades or any other emergency service approved by Council for the purpose of emergency service leave. All emergency service leave must be approved by Council. Training leave must be approved in advance while other emergency leave, if greater than three (3) days, must also be approved in advance.

6.9.2 Paid leave shall be as follows:

- (a) Maximum 3 days training per year
- (b) Emergency leave as required

6.9.3 To avoid disruption to work, employees are required to advise Council of their membership of Emergency Service organisations. Certification of attendance at Emergency Services operations will be required for payment purposes on each occasion of leave.

6.9.4 Emergency Service Leave will not be charged against any existing leave accrual balance.

6.9.5 This Clause will be subject to legislative changes which may occur.

6.10 LEAVE WITHOUT PAY

Periods of leave without pay for special circumstances will be available to all employees at the discretion of the General Manager and such leave will not constitute a break in the continuity of service of the employee. No personal (sick/carers) leave, annual leave and/or long service leave entitlements will be accrued during periods of leave without pay.

6.11 FATIGUE LEAVE

6.11.1 Where an employee is recalled to work when rostered "On Call" more than 2 times within 5 hours of commencing work on the next working day the employee will be entitled to fatigue leave.

6.11.2 Fatigue Leave will be 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.11.2.1 If on the instructions of Council such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period.

6.11.2.2 The employee shall then be entitled to be absent until there is 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

PART 7 - CHANGE MANAGEMENT

7.1 JOB SECURITY

7.1.1 Council will maintain a permanent workforce during the term of this Agreement. Council will not use any shared resource joint enterprises, shared services companies or regional collaboration (however named) unless they are wholly owned and operated by one or more Queensland Local Government entities. Council employees providing a shared service/s will be employed in accordance with the terms of this Agreement.

7.1.2 Council acknowledges that, in general, services are provided as a community service obligation and not on a commercial or for profit basis to the disadvantage of local communities or Council employees.

7.2 NO FORCED REDUNDANCY

7.2.1 Council is committed to job security for its employees. Arbitrary employee reductions by involuntary retrenchments will not occur.

7.2.2 The parties are committed to optimising job security of employees by:

- (a) training and educating employees and providing retraining where appropriate;
- (b) career development and equal employment opportunity;
- (c) using natural attrition and relocation after consultation in preference to voluntary redundancy;
- (d) timely advice to the parties and employees about any changes to service delivery, which may impact upon labour requirements;
- (e) Council in consultation with work teams will seek to minimise expansion of the amount of work performed by contractors and sub-contractors. Work teams, which are skilled, resourced, and equipped to do so, shall be able to bid for any work, which is outsourced to contractors, including work which is currently outsourced.

7.2.3 The parties agree to fully co-operate in achieving the above principles.

7.2.4 Council may implement any workplace reforms without forced redundancies of its permanent workforce, however in some cases there may be a need to relocate existing staff to meet the needs of service delivery which shall be undertaken in accordance with Clause 2.3 Permanent Relocation and Clause 7.3 - Workplace Change Notification.

7.3 WORKPLACE CHANGE NOTIFICATION

7.3.1 Council to notify change

As soon as practicable after a major change is proposed, and prior to any decision being made, Council will notify each affected employee, and the relevant union, of the proposed major change.

7.3.2 Definitions

For the purposes of this clause:

- "major change" means a major change or group of related major changes that may have significant effects on an employee's or employees' employment conditions, and or pay, and includes major changes in production, program, organisation, structure or technology.
- "Significant effects" include termination of employment, major changes in the composition, operation or size of the 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/or the restructuring of jobs.
- "circumstance" means any of the circumstances set out within this clause.
- "affected employee" means each employee on whose employment, conditions and/or pay the major change may have significant effects.

7.3.3 Council to consult about change

7.3.3.1 As soon as practicable after a major change is proposed, and prior to any decision being made Council will consult about the major change with the affected employees and the relevant union, and the discussions will include, without limitation:

- (a) the introduction of the major change;
- (b) the effects the major change is likely to have on employees;
- (c) measures to avert or mitigate any adverse effects of the major change on employees.

7.3.3.2 Council shall give prompt and genuine consideration to matters raised by affected employees and/or the union in the course of, or otherwise in connection with, the discussions required by this sub-clause.

7.3.3.3 Council will provide information to facilitate discussions.

For the purposes of the discussion, Council will provide in writing to the affected employees and the union all relevant information about the major change, including without limitation:

- (a) the nature of the changes proposed;
- (b) the anticipated effects of the changes on employees; and
- (c) any other relevant information,

7.3.3.4 Council will not be required to disclose confidential information the disclosure of which would be detrimental to the Council's interests.

7.4 UNION ENCOURAGEMENT / POSITIVE EMPLOYMENT RELATIONS

7.4.1 New Employees

Council will, wherever practical, introduce all new employees to the relevant union delegate.

Full details of the union/s delegate will, where practical, be made available in the Employee Handbook. New employees, where possible, will receive information to this effect during their induction program.

7.4.2 Union Delegate

Council recognises the role that union delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including Awards and Agreements) and dispute resolution. On being notified by the union that an employee has been appointed as the union delegate, Council, will recognise the employee as a union delegate and allow them the following subject to the operational needs of Council not being compromised and supervisor approval.

- (a) reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace;
- (b) reasonable access to union members and potential union members to discuss workplace issues;
- (c) reasonable access to management for the purpose of resolving issues of concern to union members.

7.4.3 Facilities and conditions

The following facilities and conditions will be made available to union delegates and members of the JCC or any other employee involved in any approved consultative forum:

- (a) Wherever possible meetings should occur in normal working time. When a meeting occurs outside normal working time the appropriate rate of pay will be paid (single time rate). This includes preparation for meetings, reporting back and travelling to and from attendance at meetings.
- (b) Reasonable access to normal Council office facilities for administration purposes (ie: telephone and photocopier).
- (c) Access to a room wherever practical.
- (d) No employee will be disadvantaged as a result of activities conducted in accordance with this Clause.

7.4.4 Union Delegates Leave

A union delegate shall be entitled to paid leave of absence of up to a maximum of five (5) days per person per annum to attend approved trade union training or specific union training courses.

7.4.5 Right of Entry

Subject to the provision of the *Industrial Relations Act 1999*, an authorised officer (employee of the union) will have rights of access and entry to the premises of the Council for the following purposes:

- (a) Meeting with union delegates
- (b) Meetings with employees
- (c) Meetings with relevant management team members on matters associated with this Agreement or current industrial workplace issues.

7.4.6 Meetings

Employees will be entitled to reasonable time off with pay within working hours to attend meetings designed to improve employment relations with Council subject to operational convenience.

7.4.7 Meeting Notices and Newsletters

Council will provide an accessible space within each work location for the posting of any relevant Award and the Agreement and notices pertaining to employment relations within the workplace produced by the union. The union workplace delegate will be provided with access to this space.

7.5 JOINT CONSULTATIVE COMMITTEE

7.5.1 Council and the unions agree to establish and maintain a JCC.

7.5.2 The purpose of the JCC is to act as the primary consultation and industrial relations forum between Council, unions and employees concerning the Agreement and other workplace relations matters that may impact across Council operations.

7.5.3 The parties are committed to achieving improved and effective consultation in the workplace and agree that cooperative consultation will provide employees with an opportunity to raise and discuss relevant matters.

7.5.4 The parties commit to the effective operation of the JCC of Council and will provide the necessary support to successfully implement its agreed Terms of Reference.

7.5.5 The JCC comprises of representatives of Council, union officials and union delegates and/or representatives from each of the eight service centres if not already represented.

7.5.6 The Terms of Reference for the JCC will be developed in the first meeting to be held no later than three months (3) following the certification of the Agreement.

PART 8 - CLASSIFICATION, CAREER DEVELOPMENT AND TRAINING

8.1 CLASSIFICATION

All positions will be classified in accordance with the relevant Awards. Where an individual employee believes that they should be reclassified according to the relevant Award, they can raise such matters with POD for resolution.

8.2 CAREER DEVELOPMENT / SUCCESSION PLANNING

8.2.1 The parties recognise that succession planning is a critical activity of Council due to the relatively large number of staff with extensive experience and corporate knowledge approaching retirement. Further, the parties recognise that succession planning is a shared responsibility between management and staff.

8.2.2 The parties agree that during the life of this Agreement, succession-planning initiatives such as, but not limited to, the following will be explored:

- (a) Maximising the opportunity for personal growth and development providing higher duty appointments of reasonable periods.
- (b) Graduated work/family transition program for employees.

8.3 EMPLOYEE DEVELOPMENT AND TRAINING

8.3.1 Employee Development

8.3.1.1 The parties recognise the benefits of developing employees and providing opportunities which enhance the ability of employees to contribute to both their own and Council's development through

- (a) new knowledge and skills in order to maintain a high level of service within a constantly changing operating environment
- (b) encouragement and support throughout this process
- (c) a planned approach to employee development, which encourages the creation of a highly skilled and flexible workforce.

8.3.2 Employee Involvement

8.3.2.1 The parties to this Agreement recognise that the input of all stakeholders will assist in achieving the above objectives.

8.3.2.2 During the life of this Agreement, the parties will seek employee feedback in regard to ongoing development needs and incorporate these, where possible, into operational strategies.

8.3.3 Employee Training

Council will continue to focus organisational improvement through strategies which:

- (a) encourage open communication between all levels within and across the organization;
- (b) provide a framework for employees to plan and develop career goals and learning needs through an employee development and feedback process;
- (c) facilitate and encourage the improvement of language, literacy and numeracy skills with Council;
- (d) provide opportunities for multi-skilling through job rotation, job exchange, secondment, higher duties;
- (e) recognise and reward exceptional contributions and performances;
- (f) foster the development of effective work teams.

PART 9 - OTHER PROVISIONS

9.1 TRADE SERVICES

The parties agree to a pay structure based on trade wage relativities. The current TRC 100% Base Trade Rate of \$878.77 per week will be used for the purpose of calculating wage levels in the Engineering Award State, Building Trades Public Sector Award - State 2002 and the Electrical Contractors Industry Award - State 2003. These rates are shown in Schedule A - Pay Rates for Toowoomba Regional Council.

9.2 CORPORATE UNIFORM

9.2.1 At the time of appointment, all field employees will be supplied with uniforms at no cost to the employee. Council issued uniforms will comply with WHS requirements and be suitable for the work tasks required to be undertaken by the employee in their workplace. The uniform remains the property of Council and must be returned to Council on termination of employment. In the event a change of uniform is sought by Council, employees will be consulted on the selection of the new uniform before a decision is made.

9.2.2 Employees shall be required to wear the Council uniform appropriate to their workplace whilst engaged in any paid work by the Council. Uniforms must be clean at the beginning of each shift and the full uniform worn in a tidy manner.

9.2.3 Employees shall be required to launder their uniforms at no cost to Council unless the employee works in an area where 'Hygiene Procedures' are in place that require Council to undertake the laundering.

9.2.4 Replacement of uniforms will be in accordance with the *'fair wear and tear'* principle as determined by Council.

9.3 TOOWOOMBA FLEET OPERATIONS - RED RINGING

Those employees based in Fleet Operations at the Toowoomba Service Centre currently classified at level 6 of the Employees Award will be 'Red Ringed' and future employees will be employed in accordance with the *Local Government Employees' (excluding Brisbane City Council) Award - State 2003*.

9.4 AQUATIC CENTRES

9.4.1 All employees employed in aquatic centres and swimming pools are employed under the Health and Fitness Centres, Swim Schools and Indoor Sports Award - State 2005 (including Lifeguards and Centre Attendants etc). The details for calculation of Wage Rates are set out in Schedule A - Pay Rates. All other terms and conditions of this Award shall apply unless varied by this Agreement.

9.4.2 The following rates of pay and conditions shall apply to all employees of the Aquatic Centres and shall be read in conjunction with the Health and Fitness Centres, Swim Schools and Indoor Sports Award - State 2005. All other terms and conditions of this Agreement shall apply unless varied by this Clause.

(a) Wage Rates

Lifeguards shall be paid at Support Staff Grade 2 Level.

(b) Employees classified as Co-ordinators shall be paid at Gym Instructor Grade 3 plus 25% on commencement and Gym Instructor Grade 4 plus 24% after 1 year of service. The Pool Shift/Maintenance Supervisor shall be paid at Support Staff Grade 2 plus 25% and the Supervisory Allowance.

(c) Annual Leave, Long Service Leave, Sick Leave and any other applicable leave shall be paid at the loaded rate where such loaded rate applies. No employee shall be disadvantaged by the above calculation in respect to the amount they would have received as payable under the relevant Award and Agreement

9.4.2 Flexibility has been provided by altering the span of hours start time from 5.30am to 4.00am where required for operational efficiency in accordance with the Award.

9.4.3 The ordinary hours for a casual employee shall be as required by Council, but in any week shall not exceed 38 hours and on any day shall not exceed ten (10) hours in accordance with the award provisions.

9.4.4 The minimum engagement for a casual Learn to Swim Instructor/Coach and Aerobics Instructors shall be one (1) hour and for all other casuals shall be two (2) hours.

9.4.5 Annual Leave and Long Service Leave

Unless it is otherwise mutually agreed between Council and the employee, annual leave and long service leave is preferred to be taken between 1 April and 30 September each year. Council will not unreasonably withhold the approval of taking of annual leave and long service leave at other times of the year.

PART 10 - EXECUTION OF AGREEMENT

SIGNATORIES

Signed for and on behalf of **Toowoomba Regional Council**
In the presence of

Kevin Flanagan
Janice Ann Farrell

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

Andrew Detmer
Lisa Butler

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland
In the presence of:

W. Ludwig
Elaine Martin

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

Michael Ravbar
Kathleen Nettleton

Signed for and on behalf of The Electrical Trades Union of Employees Queensland
In the presence of:

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?????????

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

Michael Ravbar
Kathleen Nettleton

Signed for and on behalf of the Queensland Nurses' Union of Employees
In the presence of:

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?????????

Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland,
Union of Employees
In the presence of:

Bradley O'Connell
???????????

Signed for and on behalf of the Australian Building Construction Employees
and Builders' Labourers' Federation (Queensland) Union of Employees
In the presence of:

???????
Michelle Clare

Signed for and on behalf of the Transport Workers' Union of Employees
(Queensland Branch)
In the presence of:

?????????
?????????

Signed for and on behalf of United Voice, Industrial Union of Employees, Queensland
In the presence of:

G. Bullock
S. Henry

PART 11 - SCHEDULE A - PAY RATES**Local Government Employees' (Excluding Brisbane City Council) Award - State 2003**

<i>Level</i>		<i>Weekly Rate effective 1 August 2011</i>	<i>Hourly Rate effective 1 August 2011</i>	<i>Weekly Rate effective 1 August 2012</i>	<i>Hourly Rate effective 1 August 2012</i>	<i>Weekly Rate effective 1 August 2013</i>	<i>Hourly Rate effective 1 August 2013</i>
Level 1	<i>First 6 months</i>	779.13	20.503	807.57	21.252	838.66	22.070
Level 1	<i>After 6 months</i>	791.61	20.832	820.51	21.592	852.10	22.424
Level 2		805.56	21.199	834.96	21.973	867.11	22.819
Level 3		819.52	21.566	849.43	22.353	882.14	23.214
Level 4		833.60	21.937	864.03	22.738	897.29	23.613
Level 5		850.23	22.374	881.26	23.191	915.19	24.084
Level 6		878.27	23.112	910.33	23.956	945.37	24.878
Level 7		906.17	23.846	939.24	24.717	975.40	25.668
Level 8		934.47	24.591	968.57	25.489	1,005.86	26.470
Level 9		970.28	25.534	1,005.69	26.466	1,044.41	27.485

Health and Fitness Centres, Swim School and Indoor Sports Award - State 2005

<i>Level</i>	<i>Weekly Rate effective 1 August 2011</i>	<i>Hourly Rate effective 1 August 2011</i>	<i>Weekly Rate effective 1 August 2012</i>	<i>Hourly Rate effective 1 August 2012</i>	<i>Weekly Rate effective 1 August 2013</i>	<i>Hourly Rate effective 1 August 2013</i>
Support Staff Grade 1	674.97	17.762	691.85	18.207	709.14	18.662
Support Staff Grade 2	697.18	18.347	714.61	18.805	732.47	19.276
Support Staff Grade 2 plus						
Supervisory Allowance	710.53	18.698	728.29	19.166	746.50	19.645
Gym Instructor Grade 1	674.97	17.762	691.85	18.207	709.14	18.662
Gym Instructor Grade 2	690.15	18.162	707.40	18.616	725.09	19.081
Gym Instructor Grade 3	731.89	19.260	750.19	19.742	768.94	20.235
Gym Instructor Grade 4	775.55	20.409	794.94	20.919	814.81	21.442
Aerobics Instructor Grade 1	1,183.62	31.148	1,213.21	31.927	1,243.54	32.725
Aerobics Instructor Grade 2	1,282.85	33.759	1,314.92	34.603	1,347.80	35.468
Aerobics Instructor Grade 3	1,383.70	36.413	1,418.30	37.324	1,453.75	38.257
Aerobics Instructor Grade 4	1,484.78	39.073	1,521.90	40.050	1,559.95	41.051
Learn to Swim Ins/Coach Gr 1	674.97	17.762	691.85	18.207	709.14	18.662
Learn to Swim Ins/Coach Gr 2	690.15	18.162	707.40	18.616	725.09	19.081
Learn to Swim Ins/Coach Gr 3	731.89	19.260	750.19	19.742	768.94	20.235
Learn to Swim Ins/Coach Gr 4	775.55	20.409	794.94	20.919	814.81	21.442
Pool Shift/Maint Supervisor	871.21	22.927	892.99	23.500	915.32	24.087
Coordinator	892.68	23.491	914.99	24.079	937.87	24.681
Coordinator 12 months service	952.55	25.067	976.37	25.694	1,000.78	26.336

Engineering Award State 2002

<i>Level</i>	<i>Trade Relativity Percentages</i>	<i>Weekly Rate effective 1 August 2011</i>	<i>Hourly Rate effective 1 August 2011</i>	<i>Weekly Rate effective 1 August 2012</i>	<i>Hourly Rate effective 1 August 2012</i>	<i>Weekly Rate effective 1 August 2013</i>	<i>Hourly Rate effective 1 August 2013</i>
C12		778.63	20.490	807.05	21.238	838.12	22.056
C11		805.00	21.184	834.38	21.957	866.51	22.803
C10	100%	878.77	23.126	910.85	23.970	945.92	24.893
C9	105%	922.71	24.282	956.39	25.168	993.21	26.137
C8	110%	966.65	25.438	1,001.93	26.367	1,040.51	27.382
C7	115%	1,010.59	26.594	1,047.48	27.565	1,087.80	28.626

Building Trades Public Sector Award - State 2002

<i>Level</i>	<i>Trade Relativity Percentages</i>	<i>Weekly Rate effective 1 August 2011</i>	<i>Hourly Rate effective 1 August 2011</i>	<i>Weekly Rate effective 1 August 2012</i>	<i>Hourly Rate effective 1 August 2012</i>	<i>Weekly Rate effective 1 August 2013</i>	<i>Hourly Rate effective 1 August 2013</i>
BW1 (a)		765.83	20.153	793.78	20.889	824.34	21.693
BW1 (b)		781.79	20.574	810.33	21.324	841.53	22.145
BW1 (c)		791.61	20.832	820.51	21.592	852.10	22.424
BW1 (d)		805.00	21.184	834.38	21.957	866.51	22.803
BW2		825.65	21.728	855.79	22.521	888.74	23.388
BT1	100%	878.77	23.126	910.85	23.970	945.92	24.893
BT2	105%	922.71	24.282	956.39	25.168	993.21	26.137
BT3	110%	966.65	25.438	1,001.93	26.367	1,040.51	27.382

Electrical Contracting Industry Award - State 2003

<i>Level</i>	<i>Trade Relativity Percentages</i>	<i>Weekly Rate effective 1 August 2011</i>	<i>Hourly Rate effective 1 August 2011</i>	<i>Weekly Rate effective 1 August 2012</i>	<i>Hourly Rate effective 1 August 2012</i>	<i>Weekly Rate effective 1 August 2013</i>	<i>Hourly Rate effective 1 August 2013</i>
Grade 1		747.12	19.661	774.39	20.379	804.21	21.163
Grade 2		780.37	20.536	808.86	21.286	840.00	22.105
Grade 3		814.55	21.436	844.28	22.218	876.79	23.073
Grade 5	100%	878.77	23.126	910.85	23.970	945.92	24.893
Grade 6	105%	922.71	24.282	956.39	25.168	993.21	26.137
Grade 7	115%	1,010.59	26.594	1,047.48	27.565	1,087.80	28.626
Grade 8	125%	1,098.47	28.907	1,138.56	29.962	1,182.39	31.116

* Electrical Contractors Rate requires Award 'Additional Payment Per Week' to be added: (Ref clause 5.4.1 of Award for amount).

Nurses Award - State

Level		Weekly Rate effective 1 August 2011	Hourly Rate effective 1 August 2011	Weekly Rate effective 1 August 2012	Hourly Rate effective 1 August 2012	Weekly Rate effective 1 August 2013	Hourly Rate effective 1 August 2013
1st Year		909.03	23.922	931.76	24.520	955.05	25.133
2nd Year		950.61	25.016	974.38	25.642	998.74	26.283
3 rd Year		992.32	26.114	1,017.13	26.767	1,042.56	27.436
4 th Year		1,034.14	27.214	1,059.99	27.895	1,086.49	28.592
5 th Year		1,075.84	28.311	1,102.73	29.019	1,130.30	29.745
6 th Year		1,107.03	29.132	1,134.71	29.861	1,163.08	30.607
7 th Year		1,159.83	30.522	1,188.82	31.285	1,218.54	32.067
8 th Year		1,201.18	31.610	1,231.21	32.400	1,261.99	33.210
RN L2	1st Year	1,219.20	32.084	1,249.68	32.886	1,280.92	33.708
Rn L2	2nd Year	1,237.48	32.565	1,268.42	33.379	1,300.13	34.214

* A Registered Nurse Level 2 would be a registered nurse having responsibility for other nurses in the undertaking of nursing and immunisation programs.

Hospitality Industry - Restaurant, Catering and Allied Establishments Award - SE Division 2002

Level	Weekly Rate effective 1 August 2011	Hourly Rate effective 1 August 2011	Weekly Rate effective 1 August 2012	Hourly Rate effective 1 August 2012	Weekly Rate effective 1 August 2013	Hourly Rate effective 1 August 2013
Introductory	610.41	16.063	625.67	16.465	641.31	16.877
Wage Level 1	629.70	16.571	645.44	16.985	661.57	17.410
Wage Level 2	658.70	17.334	675.17	17.768	692.05	18.212
Wage Level 3	679.84	17.891	696.84	18.338	714.26	18.796
Wage Level 4	718.76	18.915	736.73	19.388	755.15	19.872
Wage Level 5	766.93	20.182	786.11	20.687	805.76	21.204
Wage Level 6	788.78	20.757	808.49	21.276	828.71	21.808

Children's Services Award - State 2006

Level	Weekly Rate effective 1 August 2011	Hourly Rate effective 1 August 2011	Weekly Rate effective 1 August 2012	Hourly Rate effective 1 August 2012	Weekly Rate effective 1 August 2013	Hourly Rate effective 1 August 2013
Co-ordinator Child Care Yr 1 Q	992.32	26.114	1,017.13	26.767	1,042.56	27.436
Co-ordinator Child Care Yr 2 Q	1,005.84	26.469	1,030.98	27.131	1,056.76	27.809
Co-ord. Child Care Yr 1 UQ	946.11	24.898	969.77	25.520	994.01	26.158
Co-ord. Child Care Yr 2 UQ	957.67	25.202	981.61	25.832	1,006.15	26.478
Co-ord. Child Care Yr 3 UQ	974.99	25.658	999.37	26.299	1,024.35	26.957
Childcare Assistant Yr 1 UQ	657.31	17.298	673.75	17.730	690.59	18.173
Childcare Assistant Yr 2 UQ	683.30	17.982	700.38	18.431	717.89	18.892
Childcare Assistant Yr 3 UQ	709.30	18.666	727.03	19.132	745.20	19.611