

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 156 - Certification of an agreement

**Toowoomba Regional Council Number 1 Employees' Certified Agreement
(CA/2009/36)**

DEPUTY PRESIDENT SWAN

24 April 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 24 April 2009 the Commission certifies the following written agreement:

Toowoomba Regional Council Number 1 Employees' Certified Agreement (CA/2009/36) [as amended]

made between:

- Toowoomba Regional Council (ABN 99 788 305 360)
- Australian Building Construction Employees and Builders' Labourers' Federation (Queensland) Union of Employees
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees
- Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
- Queensland Nurses' Union of Employees
- The Australian Workers' Union of Employees, Queensland
- The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

The agreement was certified by the Commission on 24 April 2009 and shall operate from the date of certification (i.e. 24 April 2009) until its nominal expiry on 30 June 2011.

This agreement replaces:

- CA/2005/154 (Cambooya Shire Council Enterprise - Certified Agreement No 5 (State Award Employees))
- CA/2004/176 (Clifton Shire Council Certified (State) Agreement 2003)
- CA/2005/399 (Crows Nest Shire Council - Certified Agreement)
- CA/2006/216 (Jondaryan Shire Council Enterprise Bargaining Certified Agreement 6)
- CA/2005/394 (Millmerran Shire Council Certified Agreement 2005)
- CA/2006/188 (Pittsworth Shire Council Certified Agreement No 2 - State Award)
- CA/2004/28 (Rosalie Shire Council State Awards - Certified Agreement)
- CA/2006/1 (Toowoomba City Council No 5 (State) Certified Agreement)
- Workplace Agreements (however named) (including Union Collective Agreements or Australian Workplace Agreements made under the *Workplace Relations Act 1996* (Cth))
- Queensland Workplace Agreements that came into effect in accordance with s. 749 of the *Industrial Relations Act 1999* (Qld) on 13 March 2008

By the Commission.

D.A. SWAN
Deputy President

**TOOWOOMBA REGIONAL COUNCIL
NUMBER 1 EMPLOYEES' CERTIFIED AGREEMENT**

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This Certified Agreement shall be known as the Toowoomba Regional Council Number 1 Employees' Certified Agreement, hereinafter referred to as the Enterprise Agreement.

1.2. APPLICATION AND PARTIES BOUND BY THE ENTERPRISE AGREEMENT

This agreement is binding on Toowoomba Regional Council and the undermentioned unions.

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

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) Engineering Award State 2002
- (d) Health And Fitness Centres, Swim Schools And Indoor Sports Award - State 2005
- (e) Hospitality Industry – Restaurant, Catering and Allied Establishments Award – South-Eastern Division 2002
- (f) Local Government Employees' (excluding Brisbane City Council) Award – State 2003
- (g) Nurses Award – State 2005
- (h) The Electrical Contractors Award – State 2003

1.3. DATE AND OPERATION OF THE ENTERPRISE AGREEMENT

This Enterprise Agreement shall operate, in accordance with its terms, from the date of certification and shall remain in force until 30 June 2011.

1.4. RELATIONSHIP WITH PARENT AWARD

This Enterprise Agreement shall be read and interpreted wholly in conjunction with the parent Awards. Provided that where there is any inconsistency between this Enterprise Agreement and the relevant Award, the provisions of this Enterprise Agreement shall take precedence.

At the date of certification, this certified agreement replaces and excludes all other industrial instruments and laws relating to terms and conditions of employment of the employees that were in effect immediately prior to certification. This includes other industrial instruments and laws in relation to each of the former Councils, that is Cambooya Shire Council, Clifton Shire Council, Crows Nest Shire Council, Jondaryan Shire Council, Millmerran Shire Council, Pittsworth Shire Council, Rosalie Shire Council and Toowoomba City Council and includes, but is not limited to, any:

Certified agreements (however named) including the following certified agreements:

- Cambooya Shire Council Enterprise - Certified Agreement No. 5 (State Award Employees) - Matter Number CA 154/2005;
- Clifton Shire Council Certified (State) Agreement 2003 - Matter Number CA176/04);
- Crows Nest Shire Council - Certified Agreement - Matter Number CA/2005 / 399;
- Jondaryan Shire Council Enterprise Bargaining Certified Agreement 6 - Matter Number CA/2006/216;
- Millmerran Shire Council Certified Agreement 2005 - Matter Number CA/2005/394;
- Pittsworth Shire Council Certified Agreement No 2 - State Award - Matter Number CA/2006/188;
- Rosalie Shire Council State Awards - Certified Agreement - Matter Number CA 28/2004;
- Toowoomba City Council No. 5 (State) Certified Agreement - Matter Number CA/2006/1.
- Workplace Agreements (however named) (including Union Collective Agreements or Australian Workplace Agreements made under the Workplace Relations Act 1996 (Cth));
- Queensland Workplace Agreements that came into effect in accordance with Section 749 of the Industrial Relations Act 1999 (Qld) on 13 March 2008.

In the event that the Award is varied following the certification of this Enterprise Agreement, during the life of this Enterprise Agreement the parties agree that any increased entitlement shall be passed on and, further to this, no employee shall suffer any loss of wages, entitlements, employment conditions or other benefit as a result of amendments to the Award.

1.5. OBJECTIVES OF THE ENTERPRISE AGREEMENT

The principal objective of this Enterprise Agreement is 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 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; and
- (l) Increasing job satisfaction.

1.6. DEFINITIONS

Casual Employee – means an employee who has been engaged on a irregular and non-systematic basis for periods of employment with breaks in employment contracts

Code – means *Local Government Workforce Transition Code of Practice August 2007*

Commission - means the Queensland Industrial Relations Commission (QIRC)

Employer - means Toowoomba Regional Council

Employees Household – means 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 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

Key Performance Indicators – means a set of measure focusing on the aspects of organisational performance that are most critical for the current and future success of the organisation

Management – means CEO, Director or Manager

Medical Certificate – means a certificate signed and dated by a registered medical practitioner

Ordinary Fortnightly Wage – means monies the employee would receive excluding allowances, overtime or similar types of additional payments consistent with the Australian Taxation Office definition of ordinary times earnings

Registered Medical Officer – means 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 – means employees, community, customers, elected Mayor and Councillors, Management and Unions

Union - means a union registered in the State of Queensland and listed in Clause 1.2 of this Enterprise Agreement

Work Team – means employees engaged in a Section/Unit of a Branch

Wage – means wages that are paid for work

50% Simple Majority – means 50% of employees plus 1 vote

65% Agreed Majority – means 65% of employees

1.7. ABBREVIATIONS

ABC – means Activity Based Costing

CEO – means Chief Executive Office

EA – means Enterprise Agreement

EBU – means Enterprise Bargaining Unit

EFT – means Electronic Funds Transfer

MHR – means Manager Human Resources

QIRC – Queensland Industrial Relations Commission

RDO – means Rostered Day Off

TRC – means Toowoomba Regional Council

WFA – means Workforce Flexibility Arrangement

WHS – means Workplace Health and Safety

1.8. COPY AND AVAILABILITY OF THE ENTERPRISE AGREEMENT

All current employees will be given access to a copy of this Enterprise 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. ONGOING APPLICATION OF THE LOCAL GOVERNMENT WORKFORCE TRANSITION CODE OF PRACTICE

For the life of this Enterprise Agreement, the full provisions of the *Local Government Workforce Transition Code of Practice August 2007* will apply.

1.10. GRIEVANCE & DISPUTE SETTLEMENT / RESOLUTION PROCEDURES

In the event of any grievance arising and/or disagreement between Council and its employee or employees in relation to the content of this Enterprise Agreement the following procedure shall apply.

1.10.1 Procedure

Step One

The employee shall attempt to resolve the grievance with his or her 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 and the local union delegate or official may be involved.

Step Three

If the grievance is still unresolved, then management will arrange a meeting of all parties within three (3) working days.

Step Four

If the matter remains unresolved it shall be submitted to the Toowoomba Regional Council Industrial Relations Committee. This Committee shall comprise the CEO, Manager Human Resources, and up to two (2) representatives nominated by the employee which may include the relevant Union Official or Union Delegate.

Step Five

If the matter remains unresolved it may be submitted by any party to the Queensland Industrial Relations Commission (QIRC) for conciliation.

Step Six

If the matter remains unresolved, and it is a dispute or grievance solely in relation to the application of either the terms of this Enterprise Agreement or the parent awards, it may be submitted to the (QIRC) for arbitration in accordance with the functions and powers of the Commission.

1.10.2 Principles

Except in the instance of a bona fide safety 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), which the Commission is lawfully entitled to make (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 organisation or 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.

1.11. COMMITMENT TO COLLECTIVE BARGAINING

Council is committed, during the life of this Enterprise Agreement, to bargain collectively with its employees and the parties to this Enterprise 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 this Enterprise Agreement shall apply to new employees as they do to 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 the relevant Award.

2.2. EMPLOYEES FIXED START/ FINISH WORK LOCATION

All employees will have a designated fixed start/finish work location. 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.

The fixed start/finish work location starting point for all current employees will be their usual place of work that existed upon commencement of employment with their original former Council prior to amalgamation. A change to the employees designated fixed start/finish work location may only be made by an agreement in writing, with no compulsion by either party to agree.

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 travelling allowance payable contained within the *Local Government Workforce Transition Code of Practice 2007* or the relevant award, whichever is the greater shall apply for the life of the agreement, where such travel is to be undertaken outside of ordinary working hours.

2.3. INCOME MAINTENANCE

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

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

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

2.4. NO FORCED RELOCATIONS

Council agrees not to force any employee to relocate to another work location for the duration of this Enterprise Agreement.

Relocate will have the same meaning as defined in the *Code*

PART 3 – REMUNERATION AND ALLOWANCES

3.1. WAGE RATES AND SCHEDULE OF WAGES

3.1.1 The weekly wage rate payable to employees is set out in Schedule A – Pay Rates for the Region.

3.1.2 Payment of monies will be made using Electronic Funds Transfer (EFT) directly to the account nominated in writing by the employee and will be paid on a fortnightly basis. Should the account details change for the depositing of wage 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 at all times.

3.1.3 Nothing contained within this Enterprise Agreement shall preclude the employer from paying any employee at a higher rate than that prescribed in Schedule A – Pay Rates for the Region.

3.2. WAGE INCREASES

3.2.1 Equalisation of wage rates, as agreed between the parties, shall apply as from 1 July 2008. See Annexure D – Equalised Rates of Pay.

3.2.2 Toowoomba Regional Council agrees to pay employees a wage increase of 4.00% effective from the 1 July 2009.

3.2.3 Toowoomba Regional Council agrees to pay employees a wage increase of 4.00% effective from the 1 July 2010.

3.2.4 The wage increases will not be linked to Key Performance Indicators (KPIs).

3.3. SUPERANNUATION

3.3.1 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 1993.

3.3.2 During the life of the agreement Council agrees to increase the compulsory superannuation employer contributions from 12% to 12.4% as follows:

3.3.3 Council agrees to increase current compulsory superannuation contributions by 0.20% effective from 1 July 2009.

3.3.4 Council agrees to increase current compulsory superannuation contributions by 0.20% effective from 1 July 2010.

3.4. NO EXTRA CLAIMS

The parties agree that in the life of this Enterprise 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 Workforce Flexibility Arrangements as provided for in this Enterprise Agreement or any decision of the (QIRC).

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

This clause also does not preclude increases that may occur as a result of reclassifications under the Award, see clause 9.1 or any increases to the maternity arrangements as adjusted by legislation from time to time.

3.5. OVERTIME RATES

Overtime rates for employees shall be in accordance with the provisions of the relevant Award.

3.6. ALLOWANCES

Allowances applicable to employees shall be in accordance with the provisions of the relevant Award, subject to the following additions.

3.6.1 Higher Duties Allowance

Employees performing Higher Duties will be paid in accordance with the provisions of the relevant Award, no less than the *Local Government Employees (excluding Brisbane City Council) Award – State 2003*.

3.6.2 Live Sewer Work Allowance

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.

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.

3.6.3 First Aid Allowance

For the purpose of uniformity across Council for the payment of the first aid allowance the provisions of the *Local Government Employees (excluding Brisbane City Council) Award – State 2003*, clause 5.8. (11) 'First Aid Attendant' shall apply, namely:

Where an employer appoints an employee who holds an appropriate current first-aid certificate as a first-aid attendant, an additional \$13.20 per week in which an employee works three (3) days or more shall be paid to such employee. All appointments of first-aid attendant/s will be formally made in writing.

This allowance will be amended from time to time to reflect any variation made to the first aid allowance in the abovementioned Award by an Order issued by the (QIRC).

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.

3.6.4 *On Call Allowance*

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

(a) *On Call – Remote (Dial In)*

Applies to employees rostered and required to be on call via remote access such as but not limited to telephone, modem or personal computer. An allowance per day (24 hour period) of \$15.00 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. 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)*

Applies to employees rostered and required to be on call and remain within an operationally reasonable travel time to the work location. An allowance per day (24 hour period) of \$25.00 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 with a minimum of 2 hours payable for Monday to Friday. For Saturdays, Sundays and Public Holidays a payment for time worked of 2.0 times the ordinary rate of pay with a minimum of 2 hours will apply.

Where an employee is of the view that they have been disadvantaged by working to the terms of this subclause 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 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 enterprise agreement and the entitlement calculated under the relevant parent award.

(c) *Recall*

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

Overtime worked in regard to recall shall not be regarded as time worked for the purposes of a Fatigue Break (Fatigue Leave) where the actual time worked is less than 2 hours.

3.6.5 *Shift Work Allowance*

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

3.6.6 *Travel Allowance*

Where a commuter or private use vehicle is provided, an employee shall not be entitled to claim the provisions of the km rate of the travel allowance under the relevant Award.

Where an employee is required to travel outside of the Toowoomba Regional 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.

An employee required to travel outside of the Toowoomba Regional Council area as part of their duties will be able to claim such time as recreation leave.

3.6.7 *Annualisation Of Allowances*

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

(a) *Annualisation of Tool Allowances*

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.

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).

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).

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.

(b) *Annualisation of Travel Allowances*

Annualisation of travel allowances may apply to employees who are required to travel between work locations.

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).

The annualised 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).

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.

(c) *Annualisation of Allowances other than tool and travel*

The parties to this Enterprise Agreement agree that there are benefits to Council and employees through the annualisation of allowances.

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.

The negotiation and outcome of any arrangement under this clause will be processed and reviewed as outlined in Annexure B, Annualisation of Hours.

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 TRC base trade rate, which ever is the greater.

PART 4 - EMPLOYMENT BENEFITS

4.1. SALARY SACRIFICE

Access to agreed salary sacrifice arrangements will be provided to all employees in accordance with provisions set out by the Australian Taxation Office. Implementation of these provisions in Toowoomba Regional Council will be subject to consultation with the EBU.

4.2. WORKERS COMPENSATION

All employees who receive Workers Compensation 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:

- (a) Long Service Leave
- (b) Annual Leave
- (c) Superannuation
- (d) Sick Leave

4.3. WORK AND FAMILY INITIATIVES

Council recognises that one of the key challenges facing its employees is a need to find balance between their work and family lives.

The parties are committed, during the life of this Enterprise Agreement, to developing and implementing Work and Family initiatives, which will encourage and enable employees to:

- (a) experience the benefits of balancing work and family responsibilities; and
- (b) increase their job satisfaction (and hence morale and productivity) by gaining more control over their work life.

Implementation of the Work and Family initiatives will be monitored through the EBU. Other initiatives may be implemented in consultation with the EBU.

4.4. EMPLOYEE ASSISTANCE

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.

If an employee on extended (> 25 weeks) leave suffers financial hardship due to an injury, sickness or other person 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.

4.5. LIFESTYLE INITIATIVES

The initiatives of quit smoking (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.

Implementation of lifestyle initiatives will be monitored through the EBU. Other initiatives may be implemented in consultation with the EBU eg. voluntary wellness program.

4.6. 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 Australian Taxation Office rulings on commuter use of a 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 Enterprise Agreement.

5.2. WORKFORCE FLEXIBILITY ARRANGEMENTS

The parties recognise that prior to the amalgamation a number of varying WFA's were in operation at the former councils. These WFA's have continued to operate successfully since the amalgamation, and continue to provide benefit to both the council and the employees who operate under the terms of these WFA's. The parties agree to continue the current WFA's existing in each work team throughout Toowoomba Regional Council. This clause shall enhance current flexibility arrangements and shall in no way diminish such arrangements.

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 recreation leave to take at least one day's recreation leave in each four week cycle. Such leave shall, unless otherwise agreed between the employee and the relevant Manager, be a full day.

The WFA's have been categorised as follows.

5.2.1 Principal Workforce Flexibility Arrangements

The (3) three principal flexibility arrangements that the majority of work teams operate under at Toowoomba Regional Council are Recreation Leave, Nine (9) Day Fortnight and a Nineteen (19) Day Month. 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. 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. Employee/s or work groups will be advised of the need to consult with their SBU/Union representative during the negotiation of these arrangements. Clause 1.10 "Grievance and Dispute Settlement/Resolution Procedures" shall apply where an agreement cannot be reached.

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. All WFA's are to be cost-neutral. The operational procedures for WFA are included as Annexure A - Workplace Flexibility Conditions.

5.2.1.1 *Recreation Leave*

By mutual agreement, made in advance between the employer and employee, hours of work may be extended to not more than 10 hours per day and not more than 50 hours per week, with a positive hours banked balance no greater than 25 hours with Manager approval or no greater than 40 hours banked with Director approval. Hours greater than 40 hours (Recreation Leave Banked) are to be paid at the applicable overtime rates. All recreation leave accrued and taken up to 40 hrs is at ordinary time. Employees can by mutual agreement with the employer, made in advance, have a negative balance of no greater than 8 hours. Council will maintain a record of all recreation leave accrued and taken by employees.

Where days worked include a Saturday, Sunday or public holiday, Council and the employees will come to an agreement regarding appropriate remuneration. Appropriate remuneration will include:

- (a) payment of penalty rates; or
- (b) crediting hours accumulated at penalty rates toward ordinary hours; or
- (c) time off in lieu of the payment of overtime.

The procedure for this arrangement is attached at Annexure A - Workplace Flexibility Conditions.

5.2.1.2 *9 Day Fortnight*

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

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.

The procedure for this arrangement is attached at Annexure A - Workplace Flexibility Conditions.

5.2.1.3 *19 Day Month*

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

The procedure for this arrangement is attached at Annexure A - Workplace Flexibility Conditions.

5.2.2 Additional Workforce Flexibility Arrangements

5.2.2.1 *Annualisation of Hours*

By mutual agreement in writing, made in advance between the employer and employees, annualisation of hours for permanent full time employees may be arranged based on expected seasonal workloads. This arrangement is for a 12 month period (financial year) and will be reviewed annually by 31 May each year. Hours can be worked in no less than 10 months in any fiscal year. No employee shall suffer a reduction in salary or ordinary time earnings as a result of annualisation of hours. Entering into an annualisation of hours arrangement precludes the work team from engaging in other Workforce Flexibility Arrangements.

The procedure for this arrangement is attached at Annexure B - Annualisation of Hours.

5.2.2.2 *Annualisation of Salary*

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

- 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;
- Hours worked greater than 45 per week (90 per fortnight) but no greater than 50 hours per week are to be considered as Recreation Leave wherein the standard provisions apply (i.e. positive balance no greater than 25 hours with Manager approval or no greater than 40 hours with Director approval). This recreation leave is accrued at ordinary time. Employees can by mutual agreement with the employer have a negative balance of no greater than 8 hours. All recreation leave must be approved by management in advance;
- All hours worked over 50 per week require documented prior approval from Management before payment of overtime is made.
- Access to all other allowances is removed;

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.

Remuneration can include benefits other than cash such as access to a vehicle (commuter or private use) as agreed by the employer.

The annualised salary rate shall be paid to the employees whilst on all types of leave prescribed by the agreement and relevant parent award.

Superannuation will be paid in accordance with the Local Government Employees Superannuation Scheme.

This arrangement will be reviewed annually by 31 May of each year. 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 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.

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.

The operational procedures policy for Annualisation of Salaries is attached at Annexure C - Annualisation of Salary.

5.2.2.3 *Special Projects*

By mutual agreement, made in advance between the employer and simple majority of employees (eg Branch, Section, 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 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.

The procedure for this arrangement is attached at Annexure A - Workplace Flexibility Conditions.

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 (SICK AND CARERS) LEAVE

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. This entitlement will be effective from the date of certification of this agreement.

Personal Leave may be taken as sick leave when an employee suffers an illness or injury. Carer leave may be taken 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 has an unexpected emergency.

Sick leave shall be cumulated, but unless the Employer and employee otherwise agree, no employee shall be entitled to receive, and Council will not be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

6.2.1 Sick Leave

When taking sick 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.

A medical certificate from a registered medical officer is required after the second consecutive day of sick leave.

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. 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.

6.2.2 Carers Leave

The employee wherever practicable, is required to give Council notice prior to the absence of the intention to take carers leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence.

If it is not practicable for the employee to give prior notice of absence, the employee shall notify Council by telephone of such absence at the first opportunity on the day of the absence.

Council may require a medical certificate from a registered medical officer detailing that in the opinion of the registered medical officer, the member of the immediate family or household has had or will have a personal illness or injury in the period.

Where the amount and/or frequency of personal leave taken by an employee is beyond that which is acceptable by the CEO, the employee and their supervisor are required to discuss the issue and develop strategies to assist the employee.

6.3. LONG SERVICE LEAVE

All Long Service Leave entitlements shall be in accordance with the Long Service Leave provisions of the *Local Government Officers Award 1998 – State (Transitional)*, subject to the following additional entitlements:

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.

6.4. BEREAVEMENT LEAVE

Employees will be entitled to two (2) days bereavement leave in relation to the death of an immediate family member. An additional day may be approved by Council on a case-by-case basis.

6.5. COMPASSIONATE LEAVE

Up to two (2) days paid compassionate leave may be approved by the Chief Executive Officer 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 Parental Leave in the relevant award the following will apply.

Two (2) weeks paid maternity leave (pro rata for part-time employees) will be available to permanent employees after twelve months continuous service upon certification of this enterprise agreement.

Three (3) weeks of paid maternity leave (pro rata for part-time employees) will be available to permanent employees after twelve months continuous service as from 1 January 2010.

Four (4) weeks of paid maternity leave (pro rata for part-time employees) will be available to permanent employees after twelve months continuous service as from 1 January 2011.

Paid maternity leave will be effective from the date of commencement of maternity leave and forms part of the fifty-two (52) weeks, or part thereof, of unpaid maternity leave.

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.

As from 1 July 2009, 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.

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

An employee, required to attend jury service during their ordinary working hours shall be reimbursed by the employer 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. 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.

Alternatively, by prior agreement, fees (other than meal allowance) received by the employee to attend jury service, will be paid to the employer 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 (Transitional)*.

6.9. EMERGENCY SERVICE LEAVE

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 the 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.

Paid leave shall be as follows:

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

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.

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

6.10. STUDY LEAVE

Study Leave provisions shall be in accordance with the provisions contained in the *Queensland Local Government Officers Award 1998 – State (Transitional)*.

6.11. CONFERENCE LEAVE

All Conference Leave entitlements shall be in accordance with the provisions of Conference Leave in the *Queensland Local Government Officers Award 1998 – State (Transitional)*.

6.12. LEAVE WITHOUT PAY

Periods of Leave Without Pay for special circumstances will be available to all employees at the discretion of the Chief Executive Officer and such leave will not constitute a break in the continuity of service of the employee. No sick leave, annual leave and/or long service leave entitlements will be accrued during periods of leave without pay.

PART 7 - WORK PRACTICES

7.1. ANTI-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Council shall conduct their operation with a positive awareness of the spirit and intent of anti-discrimination and equal employment opportunity legislation. The Council's policy in this regard will be based on the following principles subject to this Enterprise Agreement and any mandatory requirements of the position concerned:

- (a) Employ the best persons for the available job with regard to the Council's obligations under the *Queensland Anti-Discrimination Act 1991*.
- (b) Appraise and promote employees on the basis of past performance and the potential of the employee to handle greater responsibility as well as the employee's willingness to do so. These decisions shall be made with regard to the Council's obligations under the *Queensland Anti-Discrimination Act 1991*.
- (c) Maintain a workplace free of harassment and victimisation as per the Council's obligations under the *Queensland Anti-Discrimination Act 1991*.
- (d) The Parties commit to a policy on and the implementation of equal employment opportunity and anti-discrimination.

All employees under this Enterprise Agreement shall individually uphold the principles outlined in this clause in relation to fellow employees and shall co-operate with Council in relation to obligations imposed on the Council by this clause.

PART 8 – CHANGE MANAGEMENT

8.1. JOB SECURITY

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 governments. Toowoomba Regional Council employees providing a shared service (s) will be employed in accordance with the terms of this Enterprise Agreement.

There will be no net loss of jobs during the term of this agreement or as a result of the local government reform. Service delivery levels provided by Council will be maintained and/or improved during the term of this Enterprise Agreement. Savings through economies of scale or otherwise will be returned to the community through additional services.

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.

8.2. NO FORCED REDUNDANCY

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

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) the Council in consultation with work teams will seek to minimise expansion of the amount of work performed by contractors and sub-contractors. All comparisons will be based on compliance with Council's Standard Conditions of Tendering and Quotation (and amendments) and relevant legislation, provided that the requirements of legislation relating to competitive neutrality are met. (Refer to Clause 8.4 - Market Testing of Service Delivery). 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.
- (f) The successful Tenderer shall comply with the requirements of all Acts of Parliament of the Commonwealth of Australia and with the requirements of all Acts of the Parliament of the State of Queensland and with the requirements of all regulations, orders or proclamations made or issued under any such Act and with the requirements of all public authorities (including the Council) in any way affecting or applicable to the due and faithful performance and fulfilment of the Tender and the Contract arising out of the acceptance thereof and in connection therewith and any works or services carried out or provided by the successful tenderer.

The parties agree to fully co-operate in achieving the above principles, including reallocation of employees wherever necessary.

Council will 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.

8.3. WORKPLACE CHANGE NOTIFICATION

8.3.1 Application of clause

This clause applies if, in relation to a major change except any change occurring as a direct result of local government reform that occurs up until 16 March 2011, any of the following circumstances occurs or exists:

- (a) Council, by resolution, makes a decision to introduce and/or implement major change;
- (b) Council, by resolution, determines to investigate, propose, or otherwise consider introducing and/or implementing major change;
- (c) the CEO and/or management of Council make or makes a proposal or recommendation to Council that, if accepted, introduced and/or implemented, would result in major change;
- (d) a consultant, contractor, or other relevant external party makes a proposal or recommendation to Council that, if accepted, introduced and/or implemented, would result in major change;
- (e) management of Council make a proposal or recommendation to the CEO that, if and however accepted, introduced, and/or implemented, would result in major change;
- (f) a consultant, contractor, or other relevant external party makes a proposal or recommendation to the CEO that, if and however accepted, introduced and/or implemented, would result in major change;
- (g) a reasonable person in the place of the CEO would consider it more likely than not that Council would decide to introduce and/or implement particular major change.

This clause comes into operation only once in relation to a particular major change. To avoid any doubt, if more than one of the foregoing circumstances occurs or exists in relation to a particular major change, then this clause comes into operation in relation to the first of those circumstances in time, and the requirements of this clause are not required to be repeated.

8.3.2 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.

8.3.3 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.

8.3.4 Council's to discuss change

As soon as practicable after a major change is proposed, and prior to any decision being made Council will discuss 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.

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.

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,

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

8.4. MARKET TESTING OF SERVICE DELIVERY

The Parties acknowledge that Council's primary responsibility in relation to the delivery of customer service is to maximise the benefit to the community/ratepayers.

To provide an objective measurement of optimal service delivery, a work area may be subject to a market testing process.

The following rules will govern the actions of the parties in relation to market testing:

- (a) Cost will not be the sole determinant of assessment.
- (b) Maintenance of a base of core skills is a principle organisational commitment.
- (c) Activity Based Costing (ABC) shall be the basis for identification and allocation of indirect product and service costs.
- (d) Areas shall not be tested unless the employees in the area are appropriately consulted using the structures identified in this agreement.
- (e) Time lines for the implementation of ABC will be identified by management and communicated to employees using the structures identified in this agreement.
- (f) The development of tender documentation and the assessment of tenders will be open to scrutiny of an employee representative nominated by the EBU so as not to affect the probity considerations of the tendering process.
- (g) The process of the comparison will be transparent and will adjust the external prices as necessary to compensate for matters such as workplace health and safety, quality issues, impact of indirect costs and cost of governance, etc. Comparisons will be made on the basis that the same quality and service standards apply to all parties.
- (h) The successful Tenderer shall comply with the requirements of all Acts of Parliament of the Commonwealth of Australia and with the requirements of all Acts of the Parliament of the State of Queensland and with the requirements of all regulations, orders or proclamations made or issued under any such Act and with the requirements of all public authorities (including the Council) in any way affecting or applicable to the due and faithful performance and fulfilment of the Tender and the Contract arising out of the acceptance thereof and in connection therewith and any works or services carried out or provided by the successful tenderer.

- (i) Council when assessing any tender shall take cognisance of the rates of pay of employees to be engaged in the project.

If a work area is subject to a market testing process, the following will apply:

- (a) Employees in that work area will be provided with expertise and assistance and information sufficient for the employees in the area to participate in the preparation of a tender bid. This shall include the level and quality of service required as well as key performance indicators to be included in the measuring process.
- (b) If after exhaustion of all agreed processes, there are activities which are not competitive, the following processes will occur:
- (c) the work group will prepare a report to the CEO which addresses the reasons why the work group believes the area to be uncompetitive; and
- (d) the CEO will review the report and advise the work area of their response.

8.5. TRANSMISSION OF BUSINESS

This clause will apply where the employer (the old employer):

- (a) Proposes to transmit to a new employer the business or any part of the business covered by this Enterprise Agreement
- (b) Transmits to a new employer the business or any part of the business covered by this Enterprise Agreement

Where an old employer proposes to transmit the business or any part of the business, the old employer shall:

- (a) Notify the employees affected and the relevant unions of the proposed transmission; and
- (b) Discuss with the employees affected and the unions the effect of the transmission of business.

The discussion will commence as soon as practicable after a decision has been made by the old employer to transmit the business or part of the business.

The old employer will consider and respond to any reasonable concerns raised by employees and the unions about the terms of the proposed transmission. In the event of a dispute about the old employer's response to concerns raised by employees, the disputes settling clause of this agreement will be utilized to resolve these concerns,

The old employer shall provide in writing the name of the employing entity that is proposing to acquire the business or part of the business and facilitate discussions between the employees and the unions and the proposed new employer.

The employer shall include as part of any tender specifications or offer of sale documents, and within any contractual arrangements with the new employer, the obligation for the new employer to apply terms and conditions of employment, including the employer contribution to superannuation, that are equal to or superior to those which applied to each employee immediately prior to the transmission of business occurring, including terms and conditions derived from this Agreement, any applicable Award, policy or common law contract or other relevant employment arrangement applicable at the time of the proposed transmission.

The old employer shall ascertain whether the new employer proposes to recognise and accept responsibility for all previous service and accrued entitlements of employment arising from that service, including, but not limited to, accrual of benefits and service in respect of:

- (a) Annual Leave
- (b) Long service leave
- (c) Personal/carer's leave
- (d) Redundancy

If the new employer does not propose to accept responsibility for and recognise all previous service and accrued entitlements, the old employer must, immediately prior to the transmission of the business, pay to employees their accrued entitlements derived from all industrial instruments specified above and in doing so shall recognise all service with the old employer (plus any previous service recognised by the old employer) without limitation (e.g. no service thresholds for long service leave) including a redundancy payment in accordance with this Agreement, based on recognition of all service with the old employer.

The new employer shall offer a contract of employment to transmitting employees in accordance with the provisions of this clause. If the new employer does not offer conditions of employment equal to or superior to those provided by the old employer on an on-going basis, an entitlement to a redundancy will be triggered and the old employer must make the payments provided for in this Agreement. Any new offer of employment/common law employment contract offered

to transmitting employees will not include any period of probationary service with the new employer such as would exclude the transmitting employee from making a claim with regard to termination of employment. If a probationary period of employment and/or a qualifying period of employment is included in any offer of employment with the new employer such that a claim for relief with regard to termination of employment in either period would be prevented, an entitlement to redundancy will be triggered and the old employer must make the payments provided for in this Enterprise Agreement.

To avoid doubt, the period of employment which the employee has had with the old employer or any prior employer which has been recognised by the old employer shall be deemed to be service of the employee with the new employer, for all purposes.

Any dispute over the application of this Agreement may be referred to the QIRC in accordance with the provisions of the dispute settling clause 1.10 of this agreement.

8.6. UNION ENCOURAGEMENT / POSITIVE EMPLOYMENT RELATIONS

8.6.1 New Employees

The Council will, wherever practical, ensure that all new employees are formally introduced to the relevant union delegate.

Full details of the union/s workplace 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.

8.6.2 Workplace Delegates

The Council recognises the role that union workplace delegate's 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 a workplace delegate the Council, will recognise the employee as a union workplace delegate and allow them the following subject to the operational needs of the 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.

8.6.3 Facilities and conditions

The following facilities and conditions will be made available to Union workplace delegates and members of the EBU 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.

8.6.4 Workplace Delegates Leave

A union workplace 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.

8.6.5 Right of Entry

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 workplace delegates; and
- (b) Meetings with employees; and
- (c) Meetings with relevant management team members on matters associated with this Enterprise Agreement or current industrial workplace issues; and

(d) Subject to the provision of the *Industrial Relations Act 1999*.

8.6.6 Meetings

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

8.6.7 Meeting notices and newsletters

The 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.

8.7. ENTERPRISE BARGAINING UNIT

The membership of the EBU shall be made up of the Employment Sub Committee established under the Code.

The principal ongoing role of the EBU shall be to participate in consultation and the resolution of all industrial and employment matters relating to amalgamation and Local Government Reform, negotiate the performance of this Enterprise Agreement, and communicate progress to all staff. This will mean that members of the EBU may find it necessary to have access to some Council information. The members of the EBU commit to keeping this information confidential.

The EBU shall meet as and when required, but will meet at least on a quarterly basis upon certification of this Enterprise Agreement. The EBU shall continue to be chaired on an alternating basis between a nominee of the union representatives employed by Council and a member of the management team. Unions that are parties to this Enterprise Agreement shall be entitled and encouraged to attend the EBU meetings for the duration of this agreement.

All those involved in the EBU will be given reasonable paid time and resources to perform their duties during the life of the Enterprise Agreement.

PART 9 – CLASSIFICATION, CAREER DEVELOPMENT AND TRAINING

All positions must have a position description. All positions will be classified in accordance with the relevant Award.

9.1. CLASSIFICATION

The parties shall continue to implement classification structures through appropriate consultative mechanisms. This may include use of existing consultative mechanisms where appropriate. Wherever possible, consultative committees comprising equal numbers of employee and employer representatives shall be established. Matters raised for consideration by the consultative committee shall be related to the ongoing implementation of the award classification structure, the facilitative provisions contained in the Award, matters concerning training, and reclassification issues. Note. No existing employee's rate of pay shall be reduced as a result of this process.

9.2. CAREER DEVELOPMENT/ SUCCESSION PLANNING

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.

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.

9.3. EMPLOYEE TRAINING AND DEVELOPMENT

9.3.1 Employee Development

The parties to this Enterprise Agreement recognise the benefits of developing employees and providing opportunities which enhance the ability of employees to contribute to both their own and the Council's development.

The parties to this Enterprise Agreement recognise that employees will need:

- (a) new knowledge and skills in order to maintain a high level of service within a constantly changing operating environment; and
- (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 is required.

9.3.2 *Employee Involvement*

The parties to this Enterprise Agreement recognise that the input of all stakeholders will assist in achieving the above objective. The Working Relationships process generated ideas for employee development and provided a foundation for the current operational strategies for organisational improvement.

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

9.3.3 *Employee Training*

Employee development focuses on strategies designed to foster organisational improvement. The Enterprise Bargaining Consultation Process has highlighted the need for programs which:

- (a) encourages open communication between all levels within and across the organisation;
- (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 within the Council;
- (d) provide opportunities for multi-skilling through job rotation, job exchange, job swapping, secondment, and higher duties;
- (e) recognise and reward exceptional contributions and performances; and
- (f) foster the development of effective work teams.

PART 10 – OTHER PROVISIONS

10.1. KEY PERFORMANCE INDICATORS

Key Performance Indicators (KPI's) will be developed during the life of the agreement in consultation with the EBU.

10.2. TRADE SERVICES

The parties agree to a pay structure based on restoring the trade wage relativities. For example C10 of the Engineering Award State represents the 100% 'Base Trade Rate'. The current 100% TRC equalised Base Trade Rate of \$759.50 will be increased to \$785.00 as from 1 July 2009 solely for the purpose of calculating the 4% pay increase payable from 1 July 2009.

The Trade relativities and new rates for the aforementioned awards are set out in the following table:

Relativity	Engineering Award	Building Trades	Electrical Contractors *	As from 1 July 2009
100%	C10	BT1	Grade 5	\$816.40
105%	C9	BT2	Grade 6	\$857.22
110%	C8	BT3	N/A	\$898.04
115%	C7		Grade 7	\$938.86
120%			N/A	\$979.68
125%			Grade 8	\$1020.50

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

10.3. CERTIFICATE III - LOCAL GOVERNMENT EMPLOYEES' (EXCLUDING BRISBANE CITY COUNCIL) AWARD - STATE 2003

The parties agree that as part of the process to achieving The Objectives outlined in clause 1.5 of this Enterprise Agreement and the terms of the *Local Government Employees' (Excluding Brisbane City Council) Award - State 2003*, as outlined in clause 9.3:

'Training'

The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this Award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) promoting opportunities for employees.

A review across the Region to ascertain the 'Operational Requirements', for Certificate III (linked to the Australian Quality Framework) will be completed no later than 12 months following the certification of this Enterprise Agreement and presented as a report to the EBU. The EBU will make recommendations to council as to options available to compensate the multi-skilled employee.

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 Award.

10.4. CORPORATE UNIFORM ALLOWANCE

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

The employee shall be required to wear the Council uniform appropriate to their work area 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.

The employee shall be required to laundry 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 in these instances.

Replacement of uniforms will be in accordance with the '*Fair Wear and Tear*' Principle as determined by Council.

10.5. AQUATIC CENTRES

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 for the Region of this Enterprise Agreement. All other terms and conditions of this Award shall apply unless varied by this Enterprise Agreement. During the life of this Enterprise Agreement a review of the Aquatic Centres will be undertaken as per Clause 9.1 – Classification where practical this shall occur within 12 months of the date of certification.

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.

Casuals

The ordinary working hours of a casual employee shall be as required by the employer 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.

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

Hours of Work

The ordinary hours of work shall be 38 hours per week, to be worked between Monday and Sunday in accordance with the loaded rates.

Meal Breaks

Except as hereinafter provided, every employee shall be entitled to a unpaid meal break of not less than thirty minutes nor more than one hour for breakfast, lunch or dinner. No employee shall work for more than five hours without a meal break except where overtime of one and a half hour's duration or less is being worked immediately following an employee's ordinary ceasing time. Provided that to meet the operational requirements of the Centre, an employee may be required to extend the duration to six (6) hours

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.

Christmas Day/Good Friday

On Christmas Day and Good Friday the Centres will be closed. All permanent and temporary staff will receive Christmas Day and Good Friday as public holidays and rosters adjusted accordingly.

Essential Qualifications

Council will provide training for all permanent employees to ensure that essential qualifications remain current. The cost of such training will be met by Council.

Protective Clothing

Employees required to work outside of buildings shall wear long sleeve shirts, hats, sunglasses, and protective sunscreen (15+) at all times. Such protective clothing and accessories shall be provided by Council and be to the appropriate Australian Standard for UV rating.

Council shall provide suitable wet weather clothing and other protective footwear to employees when necessary.

10.5.1 Milne Bay Aquatic Centre

The following rates of pay and conditions shall apply to all employees of the Milne Bay Aquatic Centre and shall be read in conjunction with the Health and Fitness Centres and Indoor Sports Award - South East Queensland. All other terms and conditions of this agreement shall apply unless varied by this clause.

(a) Wage Rates

Wage rates of pay have been determined on the following basis: Payment of the three \$8 Safety Net Adjustments, 6% increase payable under Toowoomba City Council Enterprise Bargaining Agreement 1 (EBA 1), 3.5% (minimum \$20 p/w), 2.5%, increases payable under (EBA2) and 1.75% (minimum \$14 p/w) increase payable under EBA2 extension, increases payable under EBA3, EBA4, EBA4 Extended and increases payable under this agreement (EBA5). Lifeguards shall be paid at Support Staff Grade 2 Level. No existing employees rate of pay shall be reduced as a result of this Enterprise Bargaining Agreement.

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.

The loaded rates have been calculated as follows:

- Co-ordinators - in lieu of 10 weekends at 7.6 hrs per day plus two (2) public holidays
- Learn to Swim Instructor/Coach - in lieu of 20 Saturdays at three (3) hours per day.
- All other permanent staff - in lieu of 16 weekends at 7.6 hrs per day plus 2 public holidays.

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 Enterprise Bargaining Agreement.

SIGNATORIES

Signed for and on behalf of **Toowoomba Regional Council**..... Brian Pidgeon
 In the presence of Janice Farrell

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

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

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

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland W. Ludwig
 In the presence of:..... Elaine Martin

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

Signed for and on behalf of the Federated Engine Drivers' and Firemen's
 Association of Queensland, Union of Employees Michael Ravbar
 In the presence of:..... Lisa Noyes

Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland,
 Union of Employees Bradley O'Connell
 In the presence of:..... Neysha Bland

Signed for and on behalf of the Queensland Nurses' Union of Employees Gay Hawksworth
 In the presence of:..... Daniel Crute

Signed for and on behalf of the Transport Workers' Union of Employees
 (Queensland Branch) Hughie Williams
 In the presence of:..... Karen Bow

PART 12 – SCHEDULE AND ANNEXURE

SCHEDULE A

Pay Rates for the Region

Health And Fitness Centres, Swim Schools And Indoor Sports Award - State 2005

Level	1 July 2008 Weekly Rate - unloaded	1 July 2009 Weekly Rate - unloaded	1 July 2010 Weekly Rate - unloaded	1 July 2008 Weekly Rate - loaded	1 July 2009 Weekly Rate - loaded	1 July 2010 Weekly Rate - loaded
<i>Support Staff Grade 1</i>	608.83	633.18	658.51	637.81	663.32	689.85
<i>Support Staff Grade 2</i>	628.86	654.01	680.17	658.96	685.32	712.73
<i>Support Staff Grade 2 + Supervisory Allowance</i>	640.90	666.54	693.20	671.67	698.54	726.48
<i>Gym Instructor Grade 1</i>	608.83	633.18	658.51	637.81	663.32	689.85
<i>Gym Instructor Grade 2</i>	622.52	647.42	673.32	658.96	685.32	712.73
<i>Gym Instructor Grade 3</i>	660.17	686.58	714.04	693.24	720.97	749.81
<i>Gym Instructor Grade 4</i>	699.55	727.53	756.63	737.11	766.60	797.26
<i>Aerobics Instructor Grade 1</i>	1067.63	1110.34	1154.75	1067.63	1110.34	1154.75
<i>Aerobics Instructor Grade 2</i>	1157.14	1203.43	1251.56	1157.14	1203.43	1251.56
<i>Aerobics Instructor Grade 3</i>	1248.11	1298.03	1349.95	1248.11	1298.03	1349.95
<i>Aerobics Instructor Grade 4</i>	1339.28	1392.85	1448.57	1339.28	1392.85	1448.57
<i>Learn to Swim Ins/Coach Gr1</i>	608.83	633.18	658.51	612.59	637.10	662.58
<i>Learn to Swim Ins/Coach Gr2</i>	622.52	647.42	673.32	624.47	649.45	675.43
<i>Learn to Swim Ins/Coach Gr3</i>	660.17	686.58	714.04	664.38	690.95	718.59
<i>Learn to Swim Ins/Coach Gr4</i>	699.55	727.53	756.63	704.18	732.35	761.64
<i>Pool Shift/Maint Supervisor</i>	785.84	817.27	849.96	830.06	863.26	897.79
<i>Coordinator</i>	805.20	837.41	870.90	836.83	870.30	905.12
<i>Coordinator (12 mnths serv)</i>	859.21	893.58	929.33	893.10	928.82	965.98
<i>17 years and under</i>						
<i>18 years</i>						
<i>19 years</i>						

Local Government Employees' Award State 2003

Level	1 July 2008 Weekly Rate	1 July 2009 Weekly Rate	1 July 2010 Weekly Rate
<i>Level 1 (first 6 months) thereafter</i>	695.99 707.14	723.83 735.42	752.78 764.84
<i>Level 2</i>	719.60	748.39	778.32
<i>Level 3</i>	732.07	761.35	791.80
<i>Level 4</i>	744.65	774.44	805.41
<i>Level 5</i>	759.50	789.88	821.48
<i>Level 6</i>	784.55	815.93	848.57
<i>Level 7</i>	809.47	841.85	875.52
<i>Level 8</i>	834.75	868.14	902.86
<i>Level 9</i>	866.74	901.41	937.46

Engineering Award State 2002

Level	1 July 2008 Weekly Rate	1 July 2009 Weekly Rate	1 July 2010 Weekly Rate
<i>C12</i>	695.54	723.37	752.30
<i>C11</i>	719.10	747.87	777.78
<i>C10</i>	759.50	816.40*	849.06*
<i>C9</i>	784.55	857.22*	891.51*
<i>C8</i>	809.47	898.04*	933.96*
<i>C7</i>	834.75	938.86*	976.41*

*Please refer to Clause 10.2 for levels C10 to C7

Building Trades Public Sector Award - State 2002

Level	1 July 2008 Weekly Rate	1 July 2009 Weekly Rate	1 July 2010 Weekly Rate
<i>BW1 (a)</i>	684.11	711.48	739.93
<i>BW1 (b)</i>	698.37	726.30	755.35
<i>BW1 (c)</i>	707.14	735.42	764.84
<i>BW1 (d)</i>	719.10	747.87	777.78
<i>BW2</i>	737.55	767.06	797.74
<i>BT1</i>	759.50	816.40	849.06
<i>BT2</i>	784.55	857.22	891.51
<i>BT3</i>	809.47	898.04	933.96

*Please refer to Clause 10.2 for levels BT1 to BT3

Electrical Contracting Industry Award - State 2003

Level	1 July 2008 Weekly Rate	1 July 2009 Weekly Rate	1 July 2010 Weekly Rate
<i>Grade 1</i>	667.40	694.10	721.86
<i>Grade 2</i>	697.10	724.98	753.98
<i>Grade 3</i>	727.63	756.73	787.00
<i>Grade 5</i>	820.78	816.40	849.06
<i>Grade 6</i>	852.04	857.22	891.51
<i>Grade 7</i>	887.89	938.86	976.41
<i>Grade 8</i>	954.23	1020.50	1061.32

*Please refer to Clause 10.2 for levels Grade 5 to Grade 8

Nurses Award – State

Level	1 July 2008 Weekly Rate	1 July 2009 Weekly Rate	1 July 2010 Weekly Rate
<i>1st Year</i>	819.95	852.75	886.86
<i>2nd Year</i>	857.46	891.76	927.43
<i>3rd Year</i>	895.08	930.88	968.12
<i>4th Year</i>	932.80	970.11	1008.91
<i>5th Year</i>	970.41	1009.23	1049.60
<i>6th Year</i>	998.55	1038.49	1080.03
<i>7th Year</i>	1046.17	1088.01	1131.54
<i>8th Year</i>	1083.47	1126.81	1171.88

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

	1 July 2008 Weekly Rate	1 July 2009 Weekly Rate	1 July 2010 Weekly Rate
<i>Introductory</i>	550.59	572.62	595.52
<i>Wage Level 1</i>	567.99	590.71	614.34
<i>Wage Level 2</i>	594.15	617.91	642.63
<i>Wage Level 3</i>	613.22	637.75	663.26
<i>Wage Level 4</i>	648.33	674.27	701.24
<i>Wage Level 5</i>	691.78	719.46	748.23
<i>Wage Level 6</i>	711.48	739.94	769.53

Children's Services Award - State 2006

	1 July 2008 Weekly Rate	1 July 2009 Weekly Rate	1 July 2010 Weekly Rate
<i>Co-ordinator Child Care Yr 1 Q</i>	895.08	930.88	968.12
<i>Co-ordinator Child Care Yr 2 Q</i>	907.27	943.56	981.30
<i>Co-ordinator Child Care Yr 1 UQ</i>	853.40	887.53	923.04
<i>Co-ordinator Child Care Yr 2 UQ</i>	863.82	898.37	934.31
<i>Co-ordinator Child Care Yr 3 UQ</i>	879.45	914.626	951.21
<i>Childcare Assistant Yr 1 UQ</i>	592.90	616.61	641..28
<i>Childcare Assistant Yr 2 UQ</i>	616.34	641.00	666.64
<i>Childcare Assistant Yr 3 UQ</i>	639.79	665.38	692.00

ANNEXURE A**Workplace Flexibility Conditions****1. General Conditions**

The following conditions shall apply to any arrangement entered into under Part 5 – Hours and Workforce Flexibility Arrangements of this Enterprise 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 corporate 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.

2. Conditions applicable to arrangements involving the accrual of Recreation 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

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

(b) Maximum Number of Hours Banked

- (i) The maximum number of hours which an employee shall be permitted to hold to their credit in their recreation leave bank approved by their Manager shall be 25. Up to 40 hours can be approved by their Director.
- (ii) The 25 hour limit can only be exceeded where:
 - the relevant Manager and Director is 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 recreation leave arrangement intended to reduce the leave bank credit to 25 hours or less; and
 - the employee can demonstrate that the accrual of the recreational leave 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.
- (iii) Irrespective of the circumstances, in no case shall an employee's recreation leave credit exceed 40 hours.
- (iv) To give practical effect to sub-paragraph (iii) above, recreation leave time recorded on time sheets in excess of 40 hours, with prior approval of management will be paid at overtime rates.
- (v) The relevant Manager shall forward a copy of the proposed arrangement referred to in paragraph (b) (ii) point 2 above to their Director together with such other information as the Director may require in order to assess the merits of the arrangement.
- (vi) The Director shall approve or should they form the opinion that the arrangement is contrary to Council's interests, modify or reject the arrangement.
- (vii) This paragraph applies to all employees who, on date of certification of this Enterprise Agreement hold a recreation leave 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 (vi) inclusive shall also apply in this circumstance.

(c) Maximum Number of Negative Hours Held in Bank

(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 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 the 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 recreation leave debit of not more than 24 hours, provided:

- the employee has demonstrated that they have maximised their opportunities to bank recreation leave 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 recreation leave 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 as recreation leave:

- 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 Minimum Amount of Recreation Leave

Should the employee so elect, and subject to Clause (d) above, the employee shall be entitled to accumulate recreation leave 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 recreation leave bank 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 formal flexible working arrangement agreement 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 the Human Resources Branch 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 flexible workforce flexibility arrangement 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 8 hours;
 - relevant Managers shall endeavour to provide work during this period;
 - all productive time in excess of 8 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 8 hours. This provision shall not apply to employees rostered on 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 72½ hours per fortnight, leave entitlements shall be converted to hours in the following manner. The annual entitlement expressed in days, shall be multiplied by 7¼.

(i) No Reduction in Service Delivery

Recreation leave 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) Payment of Recreation Leave

Recreation Leave shall be paid in the pay period in which it is taken.

(k) No Loading to Apply

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

(l) Call Backs

Nothing contained in this Clause shall affect the right of an employee to be paid the penalty prescribed by the relevant Award where the employee is called back to work whilst on recreation leave.

(m) Minimum Notice – Variation to Scheduled Recreation Leave

Unless otherwise agreed between the Manager and employee/s, not less than 36 hours notice shall be given by the relevant Manager of any intention to vary scheduled recreation leave arrangements

(n) Taking of Recreation Leave

Recreation leave arrangements shall be mutually agreed between the relevant Manager and the employee.

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 Director.

4. Payment of accrued Recreation Leave

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

ANNEXURE B
Annualisation of Hours

- (a) 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 workplace flexibility arrangements which are cost effective and improve services to customers.

The Aquatic Centres for example, is 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 taken as leave during the off season.

- (b) Annualisation of hours for seasonal conditions will be governed by the relevant award requirements regarding:
- (i) span of hours – as specified in the relevant award;
 - (ii) maximum of hours worked before overtime is incurred per fortnight; and
 - (iii) minimum hours worked per fortnight.
- (c) All applications for annualised hours for seasonal conditions must be recommended by the relevant Manager and lodged with the relevant Director for approval and must include specific details of –
- (i) the consultation and negotiation process undertaken with employees and the relevant union/s;
 - (ii) whether all employees endorse the arrangement;
 - (iii) the dates of expected seasonal variation;
 - (iv) the expected improvements in customer service;
 - (v) the total (or maximum) number of hours to be banked by each employee during the peak season; and
 - (vi) when (during the off peak season) each employee will take their banked time.
- (d) All leave banked must be taken prior to the commencement of the next peak season.
- (e) Each workforce flexibility arrangement for seasonal conditions will be reviewed annually by the Manager with a recommendation made to the Director 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.

ANNEXURE C
Annualisation of Wages

- (a) For the purpose of this Clause “annualisation of wages” 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 Director.
- (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 Workplace Flexibility Arrangement, an existing annualised wage arrangement may be retained (with or without modification) or terminated. This paragraph is subject to paragraph (e).
- (e) This paragraph applies where, the Director forms the opinion that the existing annualised wage 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 wage or is/are to return to either:
 - (i) Their substantive annual wage (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 wage based on their substantive wage appropriately amended to reflect incremental payments otherwise payable during the period of annualisation or changes in work practices or technology.
- (f) Where the Director determines that a lower annualised wage is to apply, then:
 - (i) the revised annualised wage shall be calculated by the Director on the bases set out in this agreement;
 - (ii) details of the Director’s determination and the revised annual annualised wage 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 wages increase granted after the date of the Director’s determination;
 - (iv) the wage increase referred to in (f) part (iii) shall be added to the revised annualised wage and the appropriate pay records amended to reflect the increase; and
 - (v) the calculation of any further annual wages increase shall be based on the revised annualised wage as amended by the addition of all other base wage increases awarded between the date of the calculation and the date of the Director’s determination with consequent amendments made to pay records.
- (g) Where pursuant to paragraph e) the Director determines that the employee/s is/are to return to either their substantive annual wage or to an amended annual wage [as provided in paragraph (e)(ii)], then:
 - (i) details of the Director’s determination and the current annual substantive wage or amended annual wage (whichever applies) shall be filed in the relevant employee/s’ personnel file and recorded in appropriate pay records;
 - (ii) the current annual substantive wage or current amended annual wage (whichever applies) shall be the figure used to calculate the amount of base wage increase granted (under this Agreement) after the date of the Director’s determination;
 - (iii) the wage increase referred to in (ii) above, shall be added to the annual substantive wage or amended annual wage amount and the appropriate pay records amended to reflect the increase; and
 - (iv) the calculation of all further wage increases shall be based on the annual substantive wage or amended annual wage amount as amended by the addition of all other base wage increases awarded between the date of the calculation and the date of the Director’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 wage 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 hours;
 - (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 wage will reflect:
 - (i) in the case of existing employees, the base wage 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 wage package; and
 - (iv) changes in work practices and technology.
- (j) This paragraph applies to those employees who have entered into an annualised wage arrangement.

ANNEXURE D
Equalised Rates of Pay

Local Government Employees' Award State - 2003

Level	Weekly Rate
Level 1 (first 6 months)	\$667.9368
thereafter	\$678.6331
Level 2	\$690.5960
Level 3	\$702.5590
Level 4	\$714.6346
Level 5	\$728.8869
Level 6	\$752.9254
Level 7	\$776.8420
Level 8	\$801.1000
Level 9	\$831.8000

Engineering Award State - 2002

Level	Weekly Rate
C12	\$667.5089
C11	\$690.1175
C10	\$728.8869
C9	\$752.9254
C8	\$776.8420
C7	\$801.1000

Building Trades Public Sector Award – State 2002

Level	Weekly Rate
BW1 (a)	\$656.5368
BW1 (b)	\$670.2168
BW1 (c)	\$678.6331
BW1 (d)	\$690.1175
BW2	\$707.8246
BT1	\$728.8869
BT2	\$752.9254
BT3	\$776.8420

Electrical Contracting Industry Award – State 2003

Level	Weekly Rate
Grade 1	640.5000
Grade 2	669.0000
Grade 3	698.3000
Grade 5	787.7000
Grade 6	817.7000
Grade 7	852.1000
Grade 8	915.7700

Nurses Award – State

Level	Weekly Rate
1st Year	786.9000
2nd Year	822.9000
3rd Year	859.0000

Level	Weekly Rate
4th Year	895.2000
5th Year	931.3000
6th Year	958.3000
7th Year	1004.0000
8th Year	1039.8000

Health and Fitness Centres, Swim Schools and Indoor Sports Award – State 2005

Level	Weekly Rate - loaded	Weekly Rate - unloaded
Support Staff Grade 1	612.1000	584.29
Support Staff Grade 2	632.4000	603.51
Support Staff Grade 2 + Supervisory Allowance	644.6000	615.07
Gym Instructor Grade 1	612.1000	584.29
Gym Instructor Grade 2	632.4000	597.43
Gym Instructor Grade 3	665.3000	633.56
Gym Instructor Grade 4	707.4000	671.35
Aerobics Instructor Grade 1	1024.6000	1024.60
Aerobics Instructor Grade 2	1110.5000	1110.50
Aerobics Instructor Grade 3	1197.8000	1197.80
Aerobics Instructor Grade 4	1285.3000	1285.30
Learn to Swim Ins/Coach Gr1	587.9000	584.29
Learn to Swim Ins/Coach Gr2	599.3000	597.43
Learn to Swim Ins/Coach Gr3	637.6000	633.56
Learn to Swim Ins/Coach Gr4	675.8000	671.35
Pool Shift/Maint Supervisor	796.6000	754.16
Coordinator	803.1000	772.74
Coordinator (12 mnths serv)	857.1000	824.58
17 years and under		65%
18 years		75%
19 years		85%

NB. Milne Bay Aquatic Centre (MBAC) rates are loaded (7 day average). MBAC will have 4.2% applied to their rates as at 30 June 2008. Highfields Fitness Centre (HFC) will have 4.2% applied to the unloaded rate as contained in document number 2789161 v1. To ensure equalisation of pay rates, HCC will be translated to pay rates equivalent to those outlined above as paid at the MBAC. This will be done as part of the equalisation process. As the MBAC rates have been based on the

Health and Fitness Centres and Indoor Sports Award - South East Queensland - 2003 award classification which is linked to the Toowoomba City Council Certified Agreement, these award classifications do not translate to the award classification in the Health and Fitness Centres, Swim Schools and Indoor Sports Award - State 2005 and will need to be amended through a translation of classification process to ensure alignment with the award structure.