

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Council of the City of Gold Coast

AND

Queensland Services, Industrial Union of Employees

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

The Australian Workers' Union of Employees, Queensland

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

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees

The Electrical Trades Union of Employees Queensland

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

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

(Matter No. CB/2024/41)

CITY OF GOLD COAST CERTIFIED AGREEMENT 2024

Certificate of Approval

On 23 July 2024, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: **CITY OF GOLD COAST CERTIFIED AGREEMENT 2024**

Parties to the Agreement:

- Council of the City of Gold Coast;
- Queensland Services, Industrial Union of Employees;
- Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
- The Australian Workers' Union of Employees, Queensland;
- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;

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

Operative Date: 23 July 2024

Nominal Expiry Date: 16 October 2026

Previous Agreement: *City of Gold Coast Certified Agreement 2019*

**Termination Date of
Previous Agreement:** 23 July 2024

By the Commission

J.C. DWYER
Industrial Commissioner
23 July 2024



City of Gold Coast
Certified Agreement
2024

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PART 1 APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the *City of Gold Coast Certified Agreement 2024*.

1.2 Definitions

The following definitions apply in this Agreement:

Act	<i>Industrial Relations Act 2016</i> (Qld), as varied from time to time.
Agreement	City of Gold Coast Certified Agreement 2024.
Commission	Queensland Industrial Relations Commission.
Employee/s	All those Employees employed by the City and covered by the scope of this Agreement.
Immediate Family	<p>The term immediate family includes:</p> <p>A spouse (including a former spouse, a de facto spouse, a former de facto spouse and spouse of the same sex) of the Employee; or</p> <p>Child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee; and</p> <p>The City acknowledges that the above definition of immediate family or household member may not always cover the diverse and varying range of potential personal circumstances that may exist for Employees in relation to family and caring responsibilities. Employees with extraordinary circumstances may make an application for Personal Leave and/or Bereavement Leave, and where an Agreement cannot be reached the Dispute Resolution Procedure contained within this Agreement shall apply.</p>

Modern Awards	<p><i>Queensland Local Government Industry (Stream A) Award – State 2017, as varied from time to time.</i></p> <p><i>Queensland Local Government Industry (Stream B) Award – State 2017, as varied from time to time.</i></p> <p><i>Queensland Local Government Industry (Stream C) Award – State 2017, as varied from time to time.</i></p>
Parties	As defined within clause 1.3 of this Agreement.
Passive Time	An Employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty does occur without loss of pay for ordinary working time occurring during such absence. The passive time contributes to the ordinary time worked for the purposes of calculating sick leave, annual leave, and accrual / banking of an RDO.
Rostered Day Off (RDO)	An accrued day off without reduction in pay. Full-time Employees may accrue time towards the taking of the RDO by working additional time each day. The City’s standard RDO arrangements are to work a nine (9) day fortnight.
Union(s)	Collectively includes the employee organisations listed in clause 1.3.

1.3 Parties to the Agreement

- 1.3.1 This Agreement is made between the City and the Unions named in clause 1.3, pursuant to the provisions of the Act.
- 1.3.2 The Agreement shall be binding upon the City and the following employee organisations:
- (a) Queensland Services, Industrial Union of Employees.
 - (b) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees.

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

1.4 Scope of the Agreement

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

1.5 Date and Period of Operation

- 1.5.1 This Agreement shall operate, in accordance with its terms, from the first full pay period on or after the date of certification and shall have a nominal expiry date of 16 October 2026.
- 1.5.2 Negotiations for a new agreement will begin six (6) months prior to the nominal expiry date of this Agreement, or as otherwise agreed between the Parties to this Agreement.

1.6 Posting of the Agreement

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

1.7 Purpose and Objectives of the Agreement

- 1.7.1 This Agreement facilitates a workplace that is responsive to a changing environment. Management and Employees can then anticipate and react to pressures from the community, business and government sectors. Accordingly, it assists the City and its Employees to maximise efficiency and effectiveness. This process will include the following elements:
 - (a) Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements.

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

1.8 Relationship to Modern Awards

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

1.9 No Extra Claims

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

PART 2 DISPUTE RESOLUTION

2.1 Dispute Resolution Procedure

- 2.1.1 Effective communication between Employees and the City is a prerequisite to good industrial relations and the following Dispute Resolution Procedure (Procedure) is set down in order that any grievances maybe resolved quickly to maintain efficient and sound working relationships.
- 2.1.2 In the event of any grievance arising and/or disagreement between the City and its Employee/s in relation to this Agreement or any work-related matter, the following Procedure shall be applied.

Step 1 Any Employee/s with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with their immediate supervisor who will endeavour to resolve the matter as soon as possible. The Employee may request Union representation.

Step 2 If the matter is not resolved at this level, the Employee/s shall discuss the matter/s at issue with the next higher level of management and the Employee/s may elect to be represented by an elected workplace delegate and/or an authorised Employee of the appropriate Unions.

Step 3 Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer (or delegate) and, where applicable, an authorised officer of the Unions, who will attempt to facilitate a resolution.

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

- 2.1.3 If, after the above steps are taken and the matter remains unresolved, the dispute may be referred to the Commission for conciliation. If the matter remains unresolved the dispute may be referred for arbitration (subject to the Commission having the jurisdiction to deal with the matter). The Parties agree that any arbitrated decision by the Commission will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.
- 2.1.4 Whilst the Procedure is being followed, the "status quo" continuation of work and customary work practices shall prevail and every endeavour shall be applied to ensure that normal work practices continue, until such times as a settlement is reached, except where a bona fide work health and safety issue is involved.
- 2.1.5 All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to prompt settlement of the matter.
- 2.1.6 The above procedures do not restrict the City or an authorised officer of the relevant Union from making representations to each other at any stage in this Procedure.

PART 3 EMPLOYMENT TYPES

3.1 Types of Employment

- 3.1.1 The types of employment (e.g., full-time, part-time, casual and maximum term) will be based on the provisions of the relevant Modern Awards, unless expressly varied by this Agreement.

3.2 Part-Time Employment

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

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

3.3 Work and Family

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

PART 4 REDUNDANCY AND REDEPLOYMENT

This Part does not apply to the following Employees:

- (a) Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (b) Probationary Employees;
- (c) Apprentices and Trainees;
- (d) Casual Employees; and
- (e) Employees engaged for a specific period of time or for a specified task or tasks.

4.1 Redundancy and Redeployment

- 4.1.1 Where the City makes a decision that it no longer requires a position to be performed by anyone because of operational requirements, that position will be considered to be redundant. The point at which consultation is required to be undertaken will be in accordance with the Act and clause 11.1 of this Agreement.
- 4.1.2 In addition to the requirements outlined in clause 11.1 of this Agreement, once a decision has been made the City shall, at the earliest practicable time, notify in writing and arrange discussions with the affected Employee/s and if applicable the relevant representative. The purpose of these discussions is to discuss the effects of the likely changes and what may be done to avert or mitigate any negative effects of the proposed changes. During these discussions, the City will provide to the Parties the relevant details at the earliest possible time. These details in writing will include:
- (a) The reasons for the position/s becoming redundant;
 - (b) The number, location and other details of the redundant positions; and
 - (c) The structures pre-and post-organisational change.
- 4.1.3 Any disputes concerning redundancy and redeployment will be dealt with in accordance with the dispute resolution procedure in this Agreement.
- 4.1.4 The objectives of this Part are:
- (a) To maintain, wherever possible, Employees whose positions have become redundant in continued employment within the City.
 - (b) To make reasonable attempts to retrain and redeploy Employees whose positions have become redundant.
 - (c) To pay monetary compensation to those employees whose positions have become redundant and who have not been redeployed and whose employment is to be terminated in accordance with the terms of this clause.
 - (d) To assist Employees whose positions have become redundant to find suitable ongoing employment.
 - (e) To utilise forced redundancies only as a last resort.

4.2 Redundancy Process

Where a definite decision has been made to make an Employee's position redundant, the following steps outline the procedure in summary:

- 4.2.1 The Employee may be offered a voluntary departure package in accordance with clause 4.4 (Departure Package). The Departure Package is a separation payment which may be offered, at the City's sole discretion, to a displaced Employee prior to, or during, the redeployment period. The Departure Package

will include both the redundancy payment based on the Employee's length of service and the Early Separation Incentive Payment (ESIP) contained at clause 4.5.

4.2.2 If the Employee declines an offer of a Departure Package that is made to them, then the Employee will become a redeployee in accordance with clause 4.3 and participate in a redeployment program for twenty-six (26) weeks.

4.2.3 If the Employee fails to secure an alternative position in accordance with clause 4.3, the Employee will be entitled to:

- (a) A redundancy payment based on the Employee's length of service; or
- (b) If no offer of a Departure Package is made the Employee will become a redeployee and the Employee will participate in a redeployment program for 26 weeks. If the Employee is not placed in a suitable position at the Employee's substantive classification level or, by mutual agreement, to a lower-level classification, after the redeployment period then the Employee's employment will terminate, and the Employee shall be entitled to the redundancy pay as per clause 4.4.

4.3 Redeployment

4.3.1 For the avoidance of doubt, redeployment is a process of placing Employees that have been displaced within the City in meaningful employment.

4.3.2 During the redeployment period the City and the displaced Employee must engage in activities that will maximise the opportunities for the displaced Employee to be placed in substantive employment. The following will also be applicable:

- (a) The City will provide appropriate and reasonable retraining opportunities, provide each redeployee with a case manager and ensure displaced Employees have reasonable access to job vacancy details. The City will consider the suitability of redeployees for vacancies at their substantive level prior to advertising all positions. Retraining includes an analysis of an Employee's current skills, knowledge and abilities for the purpose of providing reasonable learning opportunities to enhance or alter the skills of an Employee to assist with the Employee's redeployment.
- (b) The redeployee, in consultation with the case manager, must complete a Redeployment Agreement and an Action Plan for the redeployment period. The Redeployment Agreement commits the redeployee to actively participate in retraining and applying for appropriate roles. The Action Plan outlines the tasks that the case manager and redeployee will undertake to find suitable alternative employment. The case manager must ensure that the Employee is provided with reasonable resources, support and training to enable employment transitions. Retraining must be oriented towards existing or anticipated realistic employment opportunities and linked to the Action Plan.
- (c) A displaced Employee must actively participate in the redeployment process by making themselves available to be considered for vacancies, accepting reasonable redeployment and retraining opportunities and being pro-active in searching and applying for jobs.

- 4.3.3 During the redeployment period displaced Employees may be transferred, redeployed, or seconded to a vacancy without the position being advertised. If a displaced Employee applies for an advertised vacancy at their substantive salary classification or below, the City will:
- (a) Consider the displaced Employee before other applicants;
 - (b) Assess the Employee's suitability for the position solely in relation to their capacity to meet the selection criteria and not on the basis of relative merit;
 - (c) If the Employee is deemed suitable, appoint the Employee to the position; and
 - (d) Provide feedback to the Employee upon request.

4.4 Redundancy Pay

- 4.4.1 Where an Employee's position is made redundant and the Employee's employment is terminated as a result, the Employee will be entitled to a payment equal to the Employee's salary for three (3) week's pay for each year of service and a proportionate amount for an incomplete year of service. However, the Employee must receive a minimum amount equal to the Employee's salary for four (4) weeks' pay but, must not receive any more than the Employee's salary for fifty-two week's (52) pay.
- 4.4.2 For the purposes of clause 4.4, **week's pay** means the ordinary time rate of pay for the Employee concerned, including additional annualised and over-agreement payments which are payable as part of the Employee's weekly salary. Otherwise, the ordinary time rate shall exclude:
- (a) Overtime;
 - (b) Penalty rates;
 - (c) Disability allowances;
 - (d) Shift allowances;
 - (e) Special rates;
 - (f) Fares and travelling time allowances;
 - (g) Bonuses; or
 - (h) Any other ancillary payments of a like nature.
- 4.4.3 Unless otherwise approved by the Chief Executive Officer any Employee who receives a redundancy payment due to redundancy cannot be re-employed by the City for at least twelve (12) months.
- 4.4.4 If no offer of a Departure Package has previously been made, the Departure Package will be made up of both the severance entitlement referred to clause 4.4.1, plus the ESIP referred to in clause 4.5.
- 4.4.5 If an offer of a Departure Package has previously been made to an Employee, then the Redundancy Pay entitlement outlined in clause 4.4.1 will be paid, however the ESIP will not be available.

4.5 Early Separation Incentive Payment (ESIP)

If an Employee accepts in writing, a formal offer of a Departure Package within two (2) weeks of the offer being made, the Employee is also entitled to a further payment equal to either the Employee's salary for fifteen (15) weeks or, the sum of \$15,000; whichever is the greater.

4.6 Transfer to Lower Paid Duties

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

4.7 Employee Leaving During Notice Period

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

4.8 Job Search Entitlement

- 4.8.1 During the period of notice of termination given by the City in accordance with the Termination of Employment provisions of the relevant Modern Award, an Employee shall be allowed up to one (1) day off without loss of pay during each week of notice for the purpose of seeking other employment.
- 4.8.2 If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the City, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

4.9 Transmission of Business

- 4.9.1 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.
- 4.9.2 The provisions of clause 4.9 are not applicable where a business is before or after the date of this Agreement, transmitted from one employer (in this sub-clause called the transmittor) to another employer (in this sub-clause called the transmittee), in any of the following circumstances:
- (a) Where the Employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the Employee with the transmittee; or
 - (b) Where the Employee rejects an offer of employment with the transmittee:
 - (i) In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at

the time of ceasing employment with the transmitter; and

- (ii) Which recognises the period of continuous service which the Employee had with the transmitter and any prior transmitter to be continuous service of the Employee with the transmittee.

4.10 Alternative Employment

The City may make an application to the Commission for variation of redundancy pay, where the City obtains acceptable, alternative employment for an Employee.

PART 5 EMPLOYMENT SECURITY

5.1 General Provisions

5.1.1 The Parties agree that the best way to optimise job security is through maximum efficiencies, aiming for best practice and continual productivity improvements. Further, the Parties acknowledge that the current workplace is a critical element in the improvement of quality service provision and that these efficiencies and improvements will not be pursued through job reductions.

5.1.2 The Parties are committed to optimising the employment security of Employees by:

- (a) Taking steps to ensure the City has the benefit of a stable and committed workforce.
- (b) Training and developing Employees' levels of skill and ability and providing retraining when necessary.
- (c) Providing an environment which supports career development and equal employment opportunity.
- (d) Continuing to manage the City's workforce to minimise the need for involuntary labour reductions in the future; if reductions are required, then wherever possible the City will utilise natural attrition or voluntary redundancies.
- (e) Implementing consultative mechanisms to ensure timely advice and discussion between management, Employees and Unions about any significant changes to service delivery which may impact upon labour requirements.
- (f) Introducing measures to increase the security of Employees' employment.

5.1.3 During the life of this Agreement, subject to the circumstances of the City's operational needs, and after complying with the terms of this Agreement, the City will use its best endeavours to explore alternatives to any forced redundancy, and will only use forced redundancy as a last resort.

5.2 Contracting Out

5.2.1 The City will endeavour to utilise and promote the use of its existing permanent City Employees and assets for the undertaking of the City's works, services and operations.

5.2.2 In providing services to the community, the City must be as efficient as possible to provide value to the

ratepayer. Therefore, the City reserves the right to make alternative service arrangements. During the life of this Agreement, the City will, where appropriate, minimise the contracting out or leasing of any works and services currently provided by the City. Provided that the City may determine to contract outsource works and services in the following circumstances:

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

5.2.3 Where the City decides to contract out or lease any City works and services provided by City Employees, the affected Employees and their relevant Unions shall be consulted in accordance with clause 11.1 of this Agreement as early as possible.

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

5.3 Equal Employment Opportunity

5.3.1 The parties recognise the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practises, that encourage equality of employment and development opportunities, continue and are promoted, during the life of this Agreement. This will include:

- (a) Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;
- (b) Inclusion of statements during recruitment that the City is an equal opportunity employer;
- (c) Ensuring selection of applicants for vacant positions is conducted in accordance with the law;
- (d) Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests; and
- (e) Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the *Anti-Discrimination Act 1991* (Qld).

5.3.2 The City is committed to equal remuneration for work of equal or comparable value.

5.4 Use of Contingent Labour and Temporary Employees

5.4.1 The Parties are committed to maximising permanent employment where possible. Contingent labour

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

PART 6 HOURS AND ARRANGEMENT OF WORK

6.1 Ordinary Hours of Duty and Overtime – General Provisions

- 6.1.1 The ordinary hours of duty and overtime for all Employees shall be in accordance with the provisions contained in relevant Modern Award, unless expressly varied by this Agreement.
- 6.1.2 The ordinary hours of duty for a full-time Employee shall not exceed an average of 36 hours per week or 7.2 hours (i.e., seven (7) hours and 12 minutes) per day, except as otherwise provided for. Subject to mutual agreement in writing between the City and the Employee, the ordinary hours of duty may be averaged over an agreed period in accordance with the relevant Modern Award.
- 6.1.3 Overtime - Day Worker
- (a) An Employee shall be entitled to overtime where duties exceed of an average of 36 ordinary hours per week or 7.2 hours per day, or for duties performed outside the spread of ordinary hours contained in the relevant Modern Award.
 - (b) Where there is an agreement to alter the spread of ordinary hours in accordance with the relevant Modern Award, an Employee shall be entitled to overtime for duties performed outside the agreed spread.
- 6.1.4 Overtime - Shift Worker
- An Employee who performs shift work shall be entitled to overtime where duties exceed:
- (a) An average of 36 ordinary hours per week over the roster cycle; or
 - (b) The maximum permissible ordinary hours per day provided for in the relevant Modern Award for a shift worker.
- 6.1.5 All overtime worked must be authorised by the relevant approving Supervisor or Manager prior to the overtime being worked.
- 6.1.6 For the avoidance of doubt, the ordinary hours of duty and overtime for Employees employed to work a nine (9) day fortnight (9DFN) or a ten (10) day fortnight arrangement are prescribed in clauses 6.2 and 6.4 respectively.

6.2 Nine (9) Day Fortnight Arrangement (9DFN)

- 6.2.1 Clause 6.2 applies to Employees who work a 9DFN arrangement. Except as otherwise provided for, Employees who are engaged to work shift work are not covered by clause 6.2.

- 6.2.2 The Parties acknowledge that the standard working arrangement for an Employee is a 9DFN. For the purposes of clause 6.2, Employees engaged under a 9DFN arrangement will be scheduled to work 72 ordinary hours in a 10-day cycle, with eight (8) ordinary hours worked across nine (9) days. On each of the nine (9) days, 0.8 of an hour (i.e. 48 minutes) shall be accrued to enable the Employee to take an RDO on the tenth day in each fortnight cycle.
- 6.2.3 An Employee working the hours provided for in clause 6.2 above shall be entitled to an RDO without reduction in pay each and every fortnight of employment as follows:
- (a) The day on which such RDO is to be taken, shall be determined by mutual agreement between the relevant approving Supervisor or Manager and the Employee.
 - (b) Where a RDO falls on a day prescribed as a public holiday in clause 10.19 of this Agreement, an additional RDO in lieu shall be made available to the Employee. The Supervisor / Manager or delegated person shall prepare rosters in accordance with the above for each quarter where applicable. Such rosters shall be displayed on the City's notice boards at least two (2) weeks before the commencement of each quarter.
 - (c) An Employee who falls sick on the Employee's RDO, or whose RDO occurs while absent on Sick Leave, shall not receive any further day off in lieu.
 - (d) Where special circumstances can be demonstrated an Employee may request and the Manager may approve the RDO each fortnight being on some other day. Flexible use of RDOs will be available in accordance with clause 6.3 of this Agreement. Where special circumstances exist, an Employee's RDO may be postponed from its rostered date to some other day.
 - (e) Employees who work a 9DFN pursuant to this clause, who supervise or support Employees who work a 9DFN with a common rostered day off shall be entitled to have the same day off without reduction in pay as the Employees they supervise or support.
- 6.2.4 The standard working hours will be determined by the relevant Manager in consultation with Employees. Generally, the standard working hours for Employees covered by clause 6.2 will be:
- (a) For an Employee who is classified under the Stream A Award – 0800 hours to 1645 hours inclusive of an unpaid meal break of 45 minutes; and
 - (b) For an Employee who is classified under the Stream B Award and Stream C Award – 0700 hours to 1530 hours inclusive of an unpaid meal break of 30 minutes.
- 6.2.5 An Employee working a 9DFN and covered by the provisions of the Stream A Award may forego their afternoon tea break of ten (10) minutes to finish work ten (10) minutes earlier each day.
- 6.2.6 Overtime for 9DFN Employees
- (a) An Employee shall be entitled to overtime where duties exceed 72 ordinary hours each fortnight or eight (8) hours per day, or for duties performed outside the spread of ordinary hours contained

in the relevant Modern Award.

- (b) Where there is an agreement to alter the spread of ordinary hours in accordance with the relevant Modern Award, an Employee shall be entitled to overtime for duties performed outside the agreed spread.

6.3 Flexible Use and Banking of RDOs

- 6.3.1 Clause 6.3 applies to Employees who work a 9DFN arrangement. Where an Employee requests a change to an RDO to assist with personal obligations, that request will be approved unless a significant operational reason exists that would preclude the change of RDO.
- 6.3.2 Additionally, and notwithstanding clause 6.2, where the arrangement of ordinary hours of work provides for an RDO, the City and the Employee concerned may agree in writing to bank up to a maximum of five (5) RDOs, provided that the RDO shall not be banked without written consent.
- 6.3.3 Where such agreement in writing has been reached, the banked RDO shall be taken within twelve (12) calendar months of the date on which the first RDO was banked. Consent to bank RDOs shall not be unreasonably withheld by either the City or the Employee concerned. If an Employee has an entitlement of banked RDOs upon termination of employment, the banked RDOs will be paid out at single time. A banked RDO shall not be taken without written consent.
- 6.3.4 Wherever possible, Employees will be allowed to bank up to five (5) RDOs for the purpose of utilising such banked RDOs between the Christmas and New Year period, subject to operational convenience. Approval shall not be unreasonably withheld for an Employee to utilise their RDOs during the aforementioned period.
- 6.3.5 Where an Employee is rostered on call the night before an RDO or on an RDO, the Employee shall have the ability to pre-bank or move the RDO to a new date, noting that the day, on which the RDO would ordinarily fall, becomes a normal workday for the purposes of the application of passive time.

6.4 Ten-Day Fortnight Arrangement (10DFN)

- 6.4.1 General Provisions
 - (a) The conditions applicable in clause 6.4 apply to Employees within the classifications contained in the *Queensland Local Government Industry (Stream A) Award – State 2017*, and whose position is assessed as requiring them to be present each working day (10DFN).
 - (b) Certain positions within the classifications described above, may be required to be present over ten (10) days per fortnight (and therefore not able to enjoy an RDO arrangement) and are employed on 10DFN, with an additional loading paid. This arrangement is set out in clause 6.4.
- 6.4.2 Ordinary Hours of Duty
 - (a) Except as otherwise provided for in clause 6.4, the ordinary hours of work for Employees working under the 10DFN arrangement shall be an average of 80 ordinary hours per fortnight or 8 ordinary

hours per day, which are to be worked over ten (10) days in each fortnight. Employees working under this arrangement are not entitled to an RDO as per the 9DFN arrangements.

- (b) The standard working hours will be determined by the relevant Manager in consultation with Employees. Generally, the standard working hours for Employees covered by clause 6.4 will be between 0800 hours to 1645 hours inclusive of an unpaid meal break of 45 minutes.
- (c) An Employee working a 10DFN and may forego their afternoon tea break of ten (10) minutes to finish work ten (10) minutes earlier each day.

6.4.3 Remuneration

It is recognised by the Parties that the ordinary hours of work under the 10DFN arrangement are in excess of the provisions as contained within the relevant Modern Award. Therefore, a premium payment of 14 per cent of the Employee's base annual salary shall be paid to Employees working under this arrangement. This additional, all-purpose payment will form part of the Employee's base salary and is paid to compensate Employees for working 10DFN without an RDO.

6.4.4 Overtime

- (a) Overtime worked in excess of the ordinary hours of duty specified in clause 6.4.2 or outside the agreed spread of hours shall be paid in accordance with the overtime provisions in the Modern Award.
- (b) Where there is an agreement to alter the spread of ordinary hours in accordance with the relevant Modern Award, an Employee shall be entitled to overtime for duties performed outside the agreed spread.

6.4.5 Number of 10DFN Positions

The Parties agree that there will be a cap of 2000 10DFN positions in place for the life of the Agreement.

6.4.6 Removal from Ten (10) Day Fortnight Positions

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

6.4.7 Designation of Positions as Ten (10) Day Fortnight Positions

Employees at Levels 1 To 5

- (a) It would be unusual for the City to require Employees classified at Levels 1 to 5 to work a 10DFN arrangement as detailed above. Where the City believes it is necessary for a position within these classification levels to work 10DFN (with the 14 per cent loading provisions as above), the 10DFN fortnight criteria must be met, and approval by the relevant Parties will be required before any

such arrangement is offered or entered into. Consultation will occur with the relevant Parties; for these positions, the application must be approved by the Union to progress past this step (note that the consultation with the Union will only relate to the position and not to any person who may occupy the position). If agreement is unable to be reached at this step the Procedure may be utilised. Positions at Levels 6 to 8 will not require approval from the relevant Parties. However, Employees at those levels currently working a nine (9) day fortnight will not have their existing positions converted to the ten (10) day fortnight (14 per cent loading) arrangement, unless it is by agreement with the Employee.

- (b) Existing 10DFN positions at Levels 1-5 that do not meet the criteria for the 10DFN, and which become vacant for any reason, the position will revert back to a 9DFN working arrangement.

Employees at Levels 6 To 8

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

6.4.8 Pay-Out of Existing Banked Rostered Days Off

- (a) It is recognised that Employees who move to a 10DFN arrangement might do so with a number of Banked RDOs.
- (b) These Employees will have the option to have their Banked RDOs paid out at single time rates subject to mutual agreement between the employee and the City.

6.4.9 Project Work

Employees performing project work for periods of up to six (6) months may work the 10DFN under the terms of this clause.

6.4.10 Ten (10) Day Fortnight Criteria

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

- (a) Outline why the position is required 10DFN, clarifying the essential work the position is

responsible for. Points to consider include:

- (i) Quantifiable impact if the position is not available ten (10) days;
 - (ii) Critical response;
 - (iii) Sole/single operator position;
 - (iv) Support Employees available;
 - (v) Responsiveness to Councillors/council meetings;
 - (vi) Cross Department/Branch/Unit requirements; or
 - (vii) Ramifications and impact on other City Employees.
- (b) Define the impact the position has on critical customer service, standards for quality and on-time delivery. What would be the impact to the City and/or the community if the position remained on the 9DFN conditions?
- (c) Outline what other options have been considered before making this application. For example:
- (i) Changing the days of RDO's;
 - (ii) Looking at rostering options;
 - (iii) Job share;
 - (iv) Staggered lunch breaks;
 - (v) 72 hours per fortnight spread over ten days;
 - (vi) Reorganising existing Employees to support the role; or
 - (vii) The additional costs if made a 10DFN position and how it will be funded.

6.5 Protective Services Officers

6.5.1 Shift Work - General Provisions

- (a) Clause 6.5 applies to Employees required to perform shift work as Protective Services Officers (PSOs). The provisions in the Stream A Award and the Agreement in respect of shift work shall apply to full-time, part-time and casual PSOs, unless expressly varied by clause 6.5.
- (b) For the purpose of clause 6.5, **day shift**, **afternoon shift** and **night shift** shall have the following meanings:
- (i) Day Shift – a shift starting at or after 0600 hours and finishing on or before 1800 hours.
 - (ii) Afternoon Shift – a shift starting at or after 1200 hours and finishing on or before 2300 hours.
 - (iii) Night Shift – a shift starting at or after 2200 hours and finishing on or before 0600 hours.

6.5.2 Ordinary Hours of Duty

The ordinary hours of duty for an Employee shall be as follows:

- (a) For full-time PSOs, the ordinary hours of duty shall not exceed 72 ordinary hours in each fortnight or 8 hours per day.
- (b) For part-time PSOs, the ordinary hours of duty shall be in accordance with clause 3.2 (Part-Time Employment) of the Agreement.
- (c) For casual PSOs, the ordinary hours of duty shall not exceed 36 ordinary hours per week or 8 hours per day. A casual PSO shall be paid a casual loading of 25% for each ordinary hour worked. Casuals shall be entitled to superannuation in accordance with clause 8.4 of the Agreement for each ordinary hour worked.

An Employee shall be entitled to overtime where duties are in excess of the hours specified in clause 6.5.2.

6.5.3 Shift Loadings for Ordinary Hours of Work

- (a) Ordinary hours of work performed between 0000 hours Monday and 2400 hours Friday shall attract the following shift loadings:
 - (i) For work performed on afternoon shift – an additional 15% of the ordinary hourly rate of pay; or
 - (ii) For work performed on night shift – an additional 25% of the ordinary hourly rate of pay.
- (b) Ordinary hours of work performed on weekends shall attract the following shift loadings:
 - (i) For work performed between 0000 hours and 2400 hours on a Saturday – an additional 50% of the ordinary hourly rate of pay;
 - (ii) For work performed between 0000 hours and 2400 hours on a Sunday – an additional 100% of the ordinary hourly rate of pay; or
 - (iii) For work performed between 0000 hours and 2400 hours on a public holiday – the rate specified at clause 10.19 of the Agreement.

6.5.4 Crib Breaks

All PSO's shall be entitled to a paid meal break of 30 minutes (Crib Break) where they are required to undertake ordinary time duties for at least five (5) hours. Such Crib Break shall be provided prior to the commencement of the fifth hour of work.

6.5.5 Rosters

- (a) PSOs shall be placed on a master roster system which may require an Employee to work any combination of day, afternoon, and night shifts (Master Roster). The Master Roster shall provide for a rotation of rostered shifts each week.
- (b) The Master Roster will ensure that each full-time PSO performs ordinary hours of duty over nine

(9) days in each fortnight period under the roster. The Master Roster will ensure that each full-time PSO receives two (2) consecutive rest days per week where possible, and one (1) scheduled day off every second week.

- (c) An Employee may reach mutual agreement to swap shifts on the Master Roster subject to the approval of the relevant line leader. A swapped shift must not result in additional costs to the City.
- (d) For the avoidance of doubt, an Employee shall be paid for the original shift they are rostered to work (i.e., not the shift they are swapping to). A shift swap may occur outside of the 30-day window on a case-by-case basis subject to management approval. Approval of a shift swap shall not be unreasonably withheld.

6.5.6 Annual Leave

- (a) A full-time PSO shall be entitled to 25 days of Annual Leave each year.
- (b) Where a PSO proceeds on Annual Leave, they shall be entitled to the following payment:
 - (i) Base Agreement rate of pay being paid to the PSO immediately before the leave for the period of such leave, calculated with reference to the PSO's roster or projected roster for work in ordinary time, including shift loadings, weekend, or public holiday penalties; and
 - (ii) An additional 17.5% leave loading, calculated with reference to the PSO's base Agreement rate of pay being paid (excluding shift loadings, weekend, or public holiday penalties) to the PSO immediately before the leave.
- (c) Part-time PSOs shall be entitled to Annual Leave subject to the above conditions on a pro-rata basis.

6.5.7 Overtime

Any overtime shift will be offered to full time and part time Employees first, prior to offering overtime to casual Employees subject to fatigue management considerations.

6.6 Make-Up Time

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

6.7 Breaks and Rest Pauses

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

6.8 Ten (10) Hour Break After Overtime

- 6.8.1 An Employee who works so much overtime between the termination of the Employee's ordinary work on one day and the commencement of the Employee's ordinary work on the next day that the Employee has not had at least ten (10) consecutive hours off duty between those times shall be released after completion of such overtime until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the City, such an Employee resumes or continues work without having had such ten (10) consecutive hours off duty, the Employee shall be paid double rates until the Employee is released from duty for such period until the Employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 6.8.2 For those Employees whose ordinary hours do not include work on Sundays or public holidays, for the purposes of this clause, the time of termination of the Employee's ordinary work shall be deemed to be the time of cessation of ordinary working hours on a normal working day (i.e. the usual finishing time).
- 6.8.3 Further, any provision in a relevant Modern Award to the effect that overtime does not count for the purposes of the ten (10) hour break (as specified in clause 6.8), when the Employee is required to leave home to perform work for less than two (2) hours, shall not apply.

6.9 Flexible Work Options

- 6.9.1 The City has a range of flexible work options that are available. Employees may request, and the City will give due consideration to, requests for any such arrangement. This may include but is not limited to:
- (a) Negotiable start/finish times.
 - (b) Part-time work options, including temporary arrangements.
 - (c) Working from home.
 - (d) Nine-day fortnight working arrangements (as a standard employment condition) flexible use and banking of RDOs.

(e) Make-up time and time-off-in-lieu arrangements.

6.9.2 Approval of any request for any of these arrangements will necessarily depend upon the City's operational requirements and be subject to efficiency, productivity, and cost considerations in accommodating the request, along with considerations of the Employee's personal circumstances.

6.10 Transition to Retirement

6.10.1 Transition to retirement arrangements may be made available to those Employees approaching full time retirement from the workforce and who may request a transition period to retirement. A transition to retirement period may assist the transfer of corporate knowledge and skills and provide guidance and mentoring to other Employees prior to retirement, for the mutual benefit of the Employee and the City.

6.10.2 A transition to retirement period could entail the utilisation of flexible work options to allow an Employee to reduce their work hours/days to an agreed number, provided operational requirements are able to be met. In doing so, the City will give favourable consideration to the utilisation of Annual Leave and Long Service Leave entitlements, in a manner which would not otherwise be available. For example, this could include taking leave at the rate of one (1) or two (2) days per week over an extended period. Approval is at the sole discretion of the City. Half-pay leave arrangements will not be applied in such circumstances.

6.11 Alternative Employment Arrangements

6.11.1 An Alternative employment arrangement may be negotiated with an Employee who receives a base salary which is greater than the amount shown in the salary table of this Agreement for an officer at Level 8, Increment 5 of the *Queensland Local Government Industry (Stream A) Award – State 2017*. While the Employee continues to be employed under this Agreement and the *Queensland Local Government Industry (Stream A) Award – State 2017*, any provisions as listed immediately below shall not apply to an employee on an alternative employment arrangement under this clause:

(a) Hours of work / hours of duty;

(b) Salary;

(c) Overtime and penalty rates;

(d) Classification or reclassification;

(e) Allowances; or

(f) Redundancy / redeployment.

6.11.2 The conditions of employment and salary applicable to an Employee on an alternative employment arrangement shall be negotiated individually and shall be entered into a written contract of employment. All other clauses in this Agreement other than those exempted above shall continue to apply.

6.11.3 Clause 6.11 will only apply where the following conditions are met:

- (a) A copy of the proposed contract is given to the Employee or the person to be appointed as an Employee within a reasonable time (preferably seven (7) days) prior to the contract being entered into by the Employee or the appointee.
- (b) The contract is voluntarily entered into by the Employee or the appointee; and
- (c) At the time it is agreed and/or renewed, the contract's terms and conditions do not result, on balance, in a reduction in the overall terms and conditions of employment applicable to the Employee if employed under the terms described in this Agreement.

PART 7 EMPLOYMENT MATTERS

7.1 GPS Devices

- 7.1.1 The City utilises GPS vehicle data to make more efficient decisions on vehicle usage and workload, more accurately record vehicle performance and enhance workplace safety. The primary purpose of GPS data is to ensure that the City's Employees and assets can be better utilised and protected.
- 7.1.2 The purpose of the introduction of GPS technology into City vehicles is not a Employee monitoring initiative, although it is acknowledged that in reviewing vehicle operations, inevitably vehicle usage patterns will be visible. The collection of data is not primarily for disciplinary purposes, however where it can be reasonably established that a breach of City policy may have occurred, the City reserves the right to utilise the data in an investigation, noting that:
 - (a) Any such investigation will be conducted with procedural fairness;
 - (b) The Employee will be entitled to Union representation, and
 - (c) No formal disciplinary action will be taken until the investigation is concluded.
- 7.1.3 In using GPS vehicle data, the City commits to the following:
 - (a) The data, insofar as it relates to individuals, will be kept confidential in accordance with relevant privacy principles.
 - (b) The data will not be used to invade an Employee's personal privacy.
 - (c) That where a possible breach of City policy is identified, it will be brought to the attention of the Employee with a view to allowing the Employee to provide an explanation.
 - (d) That Employees may have reasonable access to data that is related to their vehicle usage.
 - (e) That access to the data will be restricted to relevant managerial levels.
 - (f) It is acknowledged that minor deviations for a non-work-related purpose may occur. A minor deviation is one that is minor, infrequent and irregular, such that the vehicle retains its Fringe Benefit Tax exemption as described in Australian Taxation Office guidelines.
- 7.1.4 The City acknowledges that where the identity of a vehicle operator is apparent, that the Information

Privacy Principles apply to the collection, usage, and storage of that information and therefore it must be kept appropriately confidential.

7.1.5 If the City proposes to introduce any other means of surveillance:

- (a) Consultation shall apply in accordance with clause 11.1 of this Agreement; and
- (b) The forgoing provisions relating to GPS data usage will apply to any surveillance method/s so introduced.

7.2 Health & Wellbeing

7.2.1 The Parties recognise the importance of maintaining a healthy and safe workforce. Accordingly, the City will invest in the well-being of its Employees by committing to the implementation of an Employee Health and Wellbeing Plan (Plan), in consultation with the Unions via the JCC, within twelve months of the certification of this Agreement.

7.2.2 The Plan will acknowledge and incorporate the right of all Employees to disconnect from the workplace outside of paid working hours, and hazards associated with working in heat.

7.2.3 Employee Assistance Program

The City will maintain and fund an arrangement with a third-party provider to deliver an Employee Assistance Program (EAP) for Employees whose personal or work-related problems may affect their work performance. The EAP will provide professional, free of charge counselling and referral services for Employees and their families, which can be accessed at the Employee's initiative or at the suggestion of their supervisor.

7.3 Simultaneous Advertising of Positions

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

7.3.2 Notwithstanding the foregoing, any position which is subject to an over-Agreement payment of any kind will be advertised internally and externally, simultaneously. Selection for any such position will be based on merit in accordance with relevant City policy.

7.4 Classification & Reclassification Process

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

7.4.2 Applications for Reclassification of positions will be considered on a twice-yearly basis. Employees

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

- 7.4.3 Reclassifications are based on the evaluation of the duties, responsibilities and skills required to perform the inherent requirements of the role, and not necessarily the capabilities of the person filling the position. Generally, a position may be reviewed for reclassification if the duties, responsibilities and/or skills required to perform the role have increased, require greater complexity or have significantly changed.
- 7.4.4 Employees shall be given a written response to their request, including reasons where a request for reclassification to a higher level has been refused. An Employee may dispute the classification determined by the City. Any disputes that are initiated regarding classification shall be dealt with in accordance with this Agreement.
- 7.4.5 An Employee may request a Union representative to represent them throughout the process outlined in clause 7.4.

7.5 Learning and Development

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

7.6 Supplementary Work Arrangements

- 7.6.1 Supplementary Work Arrangements (SWA) are agreements reached between the relevant Unions, Employees, and the City to address specific issues relating to a group or category of Employees. Appendix 1 to this Agreement refers.
- 7.6.2 The aim of the Supplementary Work Arrangement is to allow sufficient flexibility for those specific sections of the workforce so that the City can provide cost effective and competitive services. The Arrangement is not intended to supplant or in any way derogate from the minimum work conditions set out in this Agreement. The Parties recognise that the Arrangement, when viewed as a whole, must not place an employee on-balance, in an inferior position in terms of conditions than they would be under the terms of this Agreement or the relevant Modern Award.

PART 8 SALARIES

8.1 Overpayment of Wages

- 8.1.1 In the event that an Employee is overpaid, the City shall be entitled to recover such overpayment in full. In all cases where an overpayment has occurred, the City shall, as soon as reasonably practicable, advise

the Employee of both the circumstances surrounding the overpayment and the amount involved. The Employee will be consulted on the proposed method of recovering such overpayment, with the view to reaching mutual agreement. In the event mutual agreement cannot be reached, the City may determine the period over which the repayment may be recovered by periodic deductions from the Employee's wages after taking into account the amount of the overpayment and the employee's financial circumstances. If the Employee disputes the City's decision the matter is to be dealt with following the dispute resolution procedure in clause 2.1 of this Agreement.

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

8.2 Salary Rates and Their Application

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

Timing of Increase	Increase
This increase shall be applicable from the commencement of date of the first full pay period after the certification of the Agreement. ^	5.00%
On and from the first full pay period commencing after 16 October 2024.	4.50%
On and from the first full pay period commencing after 16 October 2025.	4.00% or the Brisbane CPI* up to a maximum of 6.5%, whichever is the greater.

^The first increase, whilst applicable from the first full pay period after certification, will be backdated to 5 September 2023, up to one day preceding the date of certification of the Agreement (Backpay). The Backpay shall be paid as a lump sum to Employees employed by the City as of the date of certification of the Agreement and in the week preceding the transition to the first fortnightly pay.

The computation of the Backpay is limited to following entitlements that an Employee received between 5 September 2023 and the day prior to the date of certification of the Agreement: the ordinary base rates of pay, paid leave, leave loading, overtime, penalty payments, and allowances that are calculated with reference to the Employee's ordinary hourly rate of pay. For avoidance of doubt, the backdated increase is designed to mitigate effects on Employees transitioning to a fortnightly pay cycle.

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

8.3 Salary Sacrifice

- 8.3.1 All permanent Employees of the City are entitled to enter into salary sacrifice arrangements as long as the relevant Australian Taxation Office rules for doing so are met. Employees are strongly advised to seek independent financial advice before entering into a salary sacrifice arrangement.
- 8.3.2 During the life of the Agreement, salary sacrifice arrangements will be available for the following items:
- (a) Superannuation contributions; and
 - (b) Novated leasing of vehicles.

8.4 Superannuation

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

8.5 Apprentices

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

8.6 Overtime Preference

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

8.7 Employees' Penalty Rates for Ordinary Hours Worked on Weekends

- 8.7.1 This clause will only apply to those covered by the Queensland Local Government Industry (Stream A) Award – State 2017.
- 8.7.2 The City and an Employee, who may be represented by an accredited Union representative, may agree that the ordinary hours of duty may be worked on any five (5) out of seven (7) days per week including Saturdays and Sundays or the ordinary hours may be altered as to the spread of hours.
- 8.7.3 If the Employee's ordinary time includes working between midnight Friday and midnight Sunday, other

than as part of performing shift work, the Employee is entitled to be paid the following:

- (a) For ordinary time worked between midnight Friday and midnight Saturday – 50% more than the ordinary rate applicable to the Employee;
- (b) For ordinary time worked between midnight Saturday and midnight Sunday – 100% more than the ordinary rate applicable to the Employee.

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

8.8 Payroll Deduction Arrangements

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

8.9 Fortnightly Pay Cycle

Wages and salaries will be paid fortnightly to Employees via electronic funds transfer.

PART 9 ALLOWANCES

All applicable allowances for Employees shall be in accordance with the relevant Modern Award unless specified in the clauses following, or otherwise in the Wage Schedules contained in this Agreement.

9.1 Construction/On-Site Allowance

9.1.1 Clause 9.1 applies to Employees classified under the following Modern Awards:

- (a) The Stream B Award (Division 2 – Section 5);
- (b) The Stream C Award (Division 2 – Section 1); or
- (c) The Stream C Award (Division 2 – Section 2).

9.1.2 The City has a practice of providing the **Construction, reconstruction, alteration, repair and/or maintenance work allowance** or the **Construction/on-site allowance** contained in the relevant Modern Award (herein after referred to as the Construction/On-Site Allowance) to Employees who:

- (a) Are primarily engaged to undertake duties at locations where they do not have ready access to amenities, which includes restrooms and tea rooms; or
- (b) Undertake duties in satisfaction of the descriptors contained in the relevant Modern Award as specified below:
 - (i) Clauses 13.2(a), 13.2(b) and 13.2(c) of the Stream B Award (Division 2 – Section 5).
 - (ii) Clauses 13.7(a) and 13.7(b) of the Stream C Award (Division 2 – Section 1).
 - (iii) Clauses 13.4(a), 13.4(b) and 13.4(c) of the Stream C Award (Division 2 – Section 2).

9.1.3 Except as otherwise provided for in this Agreement, an Employee subject to the conditions prescribed

in clause 9.1.2 shall be entitled to receive the Construction/On-Site Allowance at the rate specified in the relevant Modern Award. The Construction/On-Site Allowance shall form part of the base rate of pay and paid for all-purposes.

9.1.4 An Employee in receipt of the Construction/On-Site Allowance shall not be entitled to receive the following allowances contained in the relevant Modern Award:

- (a) Clause 13.4 of the Stream B Award (Division 2 – Section 5) – clay pit allowance;
- (b) Clause 13.16 of the Stream B Award (Division 2 – Section 5) – quarry allowance;
- (c) Clause 13.18 of the Stream B Award (Division 2 – Section 5) – rubbish and sanitary operations allowance;
- (d) Clause 13.5 of the Stream C Award (Division 2 – Section 2) – dirty work; or
- (e) Clause 13.19(b) of the Stream C Award (Division 2 – Section 2) – repair of unclean vehicle work.

9.1.5 For the avoidance of doubt, the following Employees are not entitled to the Construction/Onsite allowance:

- (a) An Employee engaged in duties associated with the operation of a Sewage Treatment Plant (see Modern Award Stream B, clause 13.2(f)); or
- (b) Employees who are in receipt of the Mechanical Engineering Allowance contained in Schedule 3.4.4 of this Agreement.

9.1.6 Stream A Supervisors of Streams B and C Employees

Employees classified under Stream A Award who directly supervise Employees in receipt of the Construction/On-Site Allowance, and are subject to the same conditions which attract the payment of the allowance, shall also be entitled to the Construction/On-Site Allowance, whilst they are subject to those conditions.

9.2 City Cleaning Allowances

9.2.1 Clause 9.2 applies to Employees classified under the Stream B Award (Division 2 – Section 5) and who are employed as a City Cleaner.

9.2.2 For the purposes of clause 9.2, **City Cleaner** shall mean an Employee whose primary duties include, but are not limited to, the cleaning of public facilities, beaches, parks, foreshores, and roadways.

9.2.3 City Cleaners who are required to complete the following cleaning duties shall be paid the disability allowances prescribed, while they are employed on such duties:

- (a) Undertake mobile litter collection while on foot - an additional \$4.50 per day (Walkers' Allowance);
- (b) Clean public barbecues other than merely by wiping them - an additional \$9.00 per day (BBQ Allowance); or

(c) Clean public toilets other than merely by hosing them - an additional \$18.00 per day (Toilet Allowance).

9.2.4 In the event that a City Cleaner is required to perform multiple cleaning duties on the same day which provide an entitlement to a combination of the Walkers' Allowance, BBQ Allowance or Toilet Allowance, the City Cleaner shall only receive a single allowance (i.e. the highest allowance) for that day.

9.2.5 For the avoidance of doubt, City Cleaners covered by this clause shall not be entitled to claim the allowance contained at clause 13.20 of the Stream B Award (Section 2 – Division 5).

9.3 Annualised Live Sewer Allowance

9.3.1 Clause 9.3 applies to Employees in the Infrastructure Gold Coast Department, who come into direct physical contact with live sewerage, while carrying out the majority of their allotted duties (Live Sewerage).

9.3.2 An all-purpose loading shall be paid to an Employee in respect of Live Sewerage as follows:

(a) For Employees employed as an Electrician under the Stream C Award – an additional 14.1% of the base rate of pay.

(b) For Employees employed as Utilities Maintenance employees under the Stream B Award – an additional 17.4% of the base rate of pay.

(c) For Employees employed as a Fitter and Turner under the Stream C Award – an additional 18.8% of the base rate of pay.

9.3.3 For the avoidance of doubt, an Employee in receipt of an all-purpose loading prescribed in clause 9.3.2 are not entitled to claim the Live Sewer Work allowance contained in the relevant Modern Award.

9.4 Motor Vehicle Mileage Allowance

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

9.5 On-Call Allowance

9.5.1 The City may instruct an Employee to be available to perform emergency work either remotely or through attendance at the work-site outside of the Employee's normal working hours.

9.5.2 In return for the Employee holding themselves available for work outside of ordinary working hours (On-Call), an availability allowance of \$455 per week (or \$65 per day) is payable.

9.5.3 To be eligible for the allowance, the Employee must have been instructed to be available for work and be readily accessible and in a fit state if called upon to perform work. The mere provision of electronic means for contact or to perform work remotely does not in itself justify entitlements to the allowance.

9.5.4 Employees who are on call (i.e., in receipt of availability allowance) and are called upon to perform emergency work will be paid overtime in accordance with clause 9.6 relating to Call Out Payment.

9.5.5 If an Employee is required to be on call on a Public Holiday, the Employee leave records will be credited with one additional ordinary time day for that Public Holiday. When this time is taken as leave, the Employee will be paid the equivalent of a day's pay at their ordinary rate of pay.

9.6 Call Out Payment

9.6.1 If an Employee is required to travel to a workplace to perform necessary emergency work, all work performed by the Employee shall be paid from the time of being requested to respond to the Call Out until the time the Employee returns home. Where an Employee is required to undertake administrative duties associated with the Call Out when they return home, the Employee shall be paid until the administrative duties are completed. The payment received in these circumstances shall not be less than a minimum payment of three (3) hours at double time.

9.6.2 Where an Employee who is on call and is called upon to perform emergency work remotely or from home, all work performed on that day shall be at the prescribed overtime rates, from the time the Employee commences the emergency work until such time the Employee finishes the work. If an Employee is required to perform work on one or more occasions in any one day the payment received for that day shall not be less than one half hour at overtime rates.

9.6.3 An Employee shall not be entitled to a minimum payment in respect of each call-out (as described in sub-clauses 9.6.1 and 9.6.2) on the same day, or overnight, unless the equivalent hours equal to the minimum payment has elapsed, from the time when the Employee had been previously recalled to work.

9.6.4 Employees not in receipt of an On-Call allowance but who may be required to support the operation of the On Call service, agree to continue to assist as required on a call out basis subject to reasonable consideration of Employee wellbeing/work-life balance. In such circumstances, Employees will be paid overtime in accordance with the provisions of the relevant Modern Award for that Employee.

9.6.5 An Employee subject to this clause and who cannot be reasonably contacted or refuses to perform the emergency work for legitimate or other reasons will forfeit any allowances provided for in this clause.

9.6.6 For the purposes of this clause, emergency work occurs when urgent work is required to be done which cannot wait until the next business day. Emergency work is therefore associated with an emergency callout (whether performed from home or at a workplace) and includes duties reasonably associated with that callout.

9.6.7 Note that the provisions of clause 6.8 of this Agreement (Ten (10) Hour Break After Overtime) also apply to overtime performed under this clause.

9.7 Early Start Allowance

9.7.1 Clause 9.7 applies to Employees classified under the Stream C Award (Division 2 – Section 1) employed as tradespersons and painters, who primarily undertake duties which include line marking of public

roads and car parks, and the installation of public road signage.

- 9.7.2 An Employee instructed to commence ordinary hours of duty at 0500 hours on any day shall receive an additional loading equivalent to 15% of the base rate of pay for duties undertaken on such day (Early Start Allowance). An Employee who is rostered to commence duties at 0500 hours and fails to do so without a legitimate reason will not receive the loading in this clause on any such occasion.
- 9.7.3 For the avoidance of doubt, an Employee in receipt of the Early Start Allowance is not entitled to claim penalty payments for ordinary duties undertaken outside the spread of ordinary hours in clause 15.3 of the Stream C Award (Division 2 – Section 1).
- 9.7.4 Working Through Nominated Meal Break
- (a) Subject to agreement between each member of the work team and management, a work team commencing ordinary hours of duty at 0500 hours may elect to work through the nominated meal break and finish work earlier.
 - (b) The penalty payment contained at clause 16 of the Stream C Award (Division 2 – Section 1) for working through a meal break shall not apply where an agreement is reached to work through the nominated meal break under this clause.

PART 10 LEAVE

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

10.1 Annual Leave

- 10.1.1 Full time Employees covered by this Agreement shall at the end of each year of employment, be entitled to Annual Leave on full pay as follows:
- (a) 20 days for Employees that work on average 36 ordinary hours per week at the end of each year of employment shall be calculated as follows: 20 days x 7.2 hours;
 - (b) 20 days for Employees that work a 10DFN shall be calculated as follows: 20 days x 8 hours; or
 - (c) 25 days for Employees that work continuous shift work where three (3) shifts per day are worked over a period of seven (7) days per week shall be calculated as follows: 25 days x 7.2 hours.
- 10.1.2 For the purpose of this clause, **year of employment** shall mean and include any year of employment completed on or after 3 December 1973.
- 10.1.3 Annual Leave as prescribed in clause 10.1.1 is not to accrue during periods of leave without pay authorised by the City or otherwise and which exceed three (3) months. For the purposes of calculating the three (3) months for this proviso each period of leave without pay taken by an Employee must be treated separately and such periods cannot be treated cumulatively.
- 10.1.4 For the purpose of this clause, leave without pay does not include any period of absence of less than

three (3) months during which the Employee is entitled to payment under the *Workers Compensation and Rehabilitation Act 2003*.

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

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

10.1.7 Annual Leave on Termination

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

- (a) If the Employee is one to whom clause 10.1.1(a) and 10.1.1(b) applies, 20 days' pay for each year of employment completed on or after 3 December 1973 (less any period of such Annual Leave already taken and paid for) calculated in accordance with clause 10.1.8 plus, for any period of employment of less than a year, one-twelfth of the Employee's pay for that period of employment calculated in accordance with clause 10.1.8.
- (b) If the Employee is one to whom clause 10.1.1(c) applies, 25 days' pay for each year of employment completed on or after 3 December 1973 (less any period of such Annual Leave already taken and paid for) calculated in accordance with clause 10.1.8 plus, for any period of employment of less than a year, one-ninth of the Employee's pay for that period of employment calculated in accordance with clause 10.1.8.
- (c) If the employment of an Employee is terminated at the end of a full year of employment such Employee shall also be entitled to ordinary pay for any statutory holiday which would have occurred had the Employee taken the Annual Leave standing to the Employee's credit at the termination of employment.

10.1.8 Calculation of Annual Leave Pay

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

- (a) The Employee's prescribed rate of pay for the period of the Annual Leave as prescribed in clause 10.1.5.
- (b) A further amount calculated at the rate of 17.5% of the amount referred to in clause 10.1.8(a), provided that the provisions of this paragraph shall not apply to those Employees who are already receiving an annual holiday bonus loading or other annual holiday payment which is not less favourable to the Employees concerned.
- (c) Shift workers – the rate of pay to be paid to a shift worker for the purposes of clause 10.1.8(a) shall be the rate payable for work in ordinary time according to the Employee's roster or projected roster, including Saturday, Sunday, or holiday shifts.

10.1.9 Taking of Annual Leave

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

10.2 Annual Closedown

- 10.2.1 The City may close down its operations in work areas, units or sections, or parts thereof, for the purposes of allowing Annual Leave to all or most of the Employees in those work areas, units or sections.
- 10.2.2 During the first time an Employee participates in an annual closedown, if such Employee has less than a full year's entitlement to Annual Leave, such Employee shall proceed on leave only for the duration of leave entitlement that has been accrued at the time of the commencement of the annual closedown.
- 10.2.3 For the purposes of subsequent closedowns, the anniversary date for Annual Leave purposes shall be deemed to operate from the date that the City operated the first closedown that the Employee participated in with consequential adjustment to accrued Annual Leave entitlement.
- 10.2.4 The City shall give six (6) months' notice of whether it proposes to implement an annual closedown.
- 10.2.5 Provided that the foregoing conditions shall also apply in the event of Annual Leave being staggered so that Employees entitled to Annual Leave may be broken into two (2) groups which overlap into a closedown in accordance with clause of not more than two (2) working weeks (plus public holidays occurring therein), and Employees with a lesser period of service may be stood-down as in clause 10.2.2.

10.3 Extension of Annual Leave on the Basis of Half Pay

- 10.3.1 An Employee may request and the City may agree to extend the amount of Annual Leave for which the Employee qualifies by the Employee taking the leave on half pay for the following purposes:
 - (a) Family responsibilities;
 - (b) Study; or
 - (c) Other special circumstances.

Granting of annual leave at half pay is subject to operational convenience. Approval will not be unreasonably withheld.

10.4 Taking of Pro-Rata Annual Leave

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

10.5 Personal (Sick and Carers) Leave

The provisions of clause 10.5 apply to full-time and part-time employees (on a pro rata basis) but do not apply to casual employees.

10.5.1 Paid Personal Leave is available to an Employee, other than a casual employee, when they are absent from work as follows:

- (a) Due to personal illness or injury; or
- (b) For the purposes of caring for an immediate family or household member who is sick and requires the Employee's care and support or who requires care due to an unexpected emergency.

10.5.2 A Full-time Employee is entitled to 15 days of Personal Leave per annum which accrues in accordance with the Act. Personal Leave will be calculated as follows:

- (a) For an Employee who works on average 36 ordinary hours per week at the end of each year of employment: 15 days x 7.2 hours; or
- (b) For an Employee who works a 10DFN: 15 days x 8 hours.

10.5.3 Effect of Workers' Compensation

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

10.5.4 Broken Service

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

10.5.5 Personal Leave for Personal Injury or Sickness

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

- (a) An Employee is entitled to use up to one (1) day per month of the current year's Personal Leave entitlements as Personal Leave in the first year of service and three (3) weeks in the second and subsequent years of service.
- (b) An Employee is entitled to use accumulated Personal Leave for the purposes of Personal Leave where the current year's Personal Leave entitlement has been exhausted.
- (c) Any absence on Personal Leave that exceeds two (2) consecutive days shall be contingent upon production by the Employee concerned of either a certificate from the duly qualified medical practitioner or other evidence of illness satisfactory to the City.
- (d) Credit shall be allowed for Personal Leave accumulated with previous employing councils in Queensland (other than Brisbane City Council) provided that the Employee's service as between such council has been continuous and that the Employee at the time of engagement produces a

certificate from the previous council certifying the amount of Personal Leave accumulated to the Employee's credit. Provided also that in respect of any such engagement of an Employee by a council prior to 1 September 1974, the maximum credit for accumulated Personal Leave shall be restricted to 15 weeks.

- (e) Continuous service is defined for the purpose of clause 10.5.5(d) above to include service with one (1) or more previous employing councils in Queensland (other than Brisbane City Council), which has been continuous except for the Employee having been dismissed or stood down, or by the Council having terminated the Employee's service with the council provided that the Employee shall have been re-employed by that or another Queensland council (other than Brisbane City Council) within a period not exceeding the combination of any period of unused Annual Leave when the Employee ceased employment with the Employee's previous employing council plus a further period of four (4) weeks.
- (f) Notwithstanding the foregoing an Employee shall not be entitled to payment for absence through illness or injury in respect of which workers' compensation is payable or through injury sustained by an Employee outside the scope of the Employee's employment caused by or contributed to by the Employee's own negligence or participation in sport or games in respect of which such Employee receives any payment by way of fee or bonus.

10.5.6 Re-Crediting of Personal Leave

- (a) If an Employee while absent from duty on Annual Leave granted pursuant to the provisions of this Agreement in relation to Annual Leave, is overtaken by illness the Employee shall, on production of a certificate signed by a duly qualified medical practitioner certifying that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five (5) days (which may include an RDO), and subject to the provisions of clause 10.5.5(f) be entitled on application to have such period of illness which occurs during the Employee's Annual Leave debited to the Employee's Personal Leave entitlements and the Employee's Annual Leave entitlement shall be adjusted accordingly.
- (b) If an Employee whilst absent from duty on Long Service Leave granted pursuant to the provisions of this Agreement in relation to Long Service Leave, is overtaken by illness the Employee may, subject to the provision contained in this clause, be entitled on application to have such period of illness, which occurs during the employee's Long Service Leave, debited to the employee's Personal Leave entitlement and the employee's Long Service Leave entitlement shall be adjusted accordingly, provided that:
 - (i) The application for adjustment is approved by the City;
 - (ii) The application includes a certificate signed by a duly qualified medical practitioner certifying that such Employee is incapacitated by such illness to the extent that the Employee would be unfit to perform normal duties for a period of not less than five (5) days

(which may include an RDO); and

(iii) The provisions of clause 10.5.6 shall apply subject to clause 10.5.5 (f) above.

10.5.7 Carers Leave

- (a) An Employee is entitled to use any Personal Leave entitlement to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.
- (b) The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The Employee shall, wherever practicable, give the City notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the City by telephone of such absence at the first opportunity on the day of the absence.
- (d) An Employee may take unpaid Carer's Leave by agreement with the City.
- (e) An Employee taking unpaid Carer's Leave may with the consent of the City work make-up time under which the Employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided by the Agreement.
- (f) An Employee may elect with the consent of the City to take Annual Leave in single day periods not exceeding ten (10) days in any calendar year and may elect to defer the payment of Annual Leave loading until five (5) consecutive days of Annual Leave are taken. Where an Employee has exhausted all paid Personal Leave entitlements, they are entitled to take unpaid Personal Leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The City and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two (2) days (up to a maximum of sixteen (16) hours) of unpaid leave per occasion.
- (g) Casual Employees are entitled to be unavailable to attend work or to leave work in certain circumstances as set out in below:
 - (i) If they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) Upon the death in Australia of an immediate family or household member.

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

Employee is not entitled to any payment for the period of non-attendance.

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

10.5.8 Personal Leave Extension

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

- (a) All existing leave credits are exhausted; and
- (b) The Employee is suffering an extended period of serious illness or injury.

10.6 Sick Leave Monitoring

10.6.1 The Parties agree to the following:

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

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

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

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

10.6.5 The Parties recognise that Personal Leave benefits are to be used in case of illness/injury and that the purpose of accumulated Personal Leave is to protect Employees in the case of protracted or recurrent illness. Of course, Personal Leave entitlements may also be utilised for caring responsibilities in accordance with clause 10.5.7.

10.6.6 This procedure is not directed towards unauthorised absences which occurs where an Employee may be absent without providing notification. Unauthorised absences may be dealt with in accordance with the City's disciplinary procedures. Where an Employee is absent due to illness for more than two (2) consecutive days and does not provide the City with satisfactory evidence the Employee will not be entitled to claim Personal Leave entitlements.

10.6.7 The Sick Leave Monitoring Program is designed to assist the Parties in addressing situations where there is a clearly substantiated pattern of absence that raises reasonable questions, for instance:

- (a) A clear pattern of absence on the same weekday, whether on paid leave, unpaid leave or in part or full days.
- (b) A clear pattern of absence in taking single day absences, paid or unpaid (e.g., adjacent to RDOs, public holidays and/or weekends).
- (c) A clear pattern of absence in taking part day absences, paid or unpaid.

10.6.8 Where a circumstance (as outlined above) involving a clearly substantiated pattern of absence arises, a supervisor may speak informally to the Employee about the matter. Supervisors are responsible for providing advice and guidance to Employees; advising Employees when management deem their clearly substantiated pattern of absenteeism is unsatisfactory; and to assist Employees in obtaining the proper professional support.

10.6.9 If necessary, a formal interview may be conducted with the Employee to discuss the matter. The Manager/Interviewer will contact the Employee and advise the Employee in writing of the reason and a proposed, time and date for the interview. The Employee must also be advised they are allowed representation at this meeting (such as a union representative). The interview will then be conducted at an agreed date and time (a maximum timeframe seven (7) days will apply) in a confidential and non-threatening manner. The interview must include a discussion relating to whether the absence(s) were caused by conditions and/or issues related to the Employee's work and investigate measures and provide assistance to prevent further absences occurring relating to Employees work, If it is found that the Employees absence(s) were caused by external issues, the City will offer the provision of support/assistance (e.g., a family/personal problem where the Employee Assistance Program may be beneficial).

10.6.10 The Parties acknowledge that many potential factors, other than genuine illness, may cause an individual to take Personal Leave, including family and financial problems, drug and alcohol abuse, morale at work etc. The City is committed to offering Employee assistance to affected Employees that may help the Employee address their problems and improve their attendance record.

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

10.6.12 If at any time, abuse of the Personal Leave entitlements is substantiated then the City may invoke

formal disciplinary procedures.

10.7 Domestic and Family Violence Leave

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

10.8 Parental Leave

- 10.8.1 Subject to the terms of this clause Employees are entitled to Parental Leave and to workpart-time in connection with the birth, adoption, or surrogacy of a child.
- 10.8.2 The provisions of this clause apply to full-time, part-time, and eligible casual Employees, but do not apply to other casual Employees.
- 10.8.3 An eligible casual Employee means a casual Employee:
- (a) Employed by the City on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve (12) months; and
 - (b) Who has, but for the pregnancy, the decision to adopt or engagement in a surrogacy agreement, a reasonable expectation of ongoing employment.
- 10.8.4 For the purposes of this clause, continuous service is work for the City on a regular and systematic basis (including any period of authorised leave of absence).
- 10.8.5 The City will not fail to re-engage a casual Employee because:
- (a) The Employee or Employee's spouse is pregnant; or
 - (b) The Employee is or has been immediately absent on Parental Leave.
- 10.8.6 The rights of the City in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.
- 10.8.7 Definitions
- (a) For the purposes of this clause, child means a child of the Employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or stepchild of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the employee for a period of six (6) months or more.
 - (b) Subject to clause 10.8.7(c) hereof, in this clause, spouse includes a de facto or former spouse.
 - (c) In relation to clause 10.8.7 hereof, spouse includes a de facto spouse but does not include a former spouse.
- 10.8.8 Concurrent Leave
- (a) After twelve (12) months continuous service, parents are entitled to a combined total of fifty-two (52) weeks unpaid Parental Leave on a shared basis in relation to the birth, adoption or surrogacy

of their child. For the primary carer, Primary Carer's Leave may be taken and for a partner, Partner Leave may be taken. Adoption and Surrogacy Leave may be taken in the case of adoption or surrogacy.

- (b) Subject to clause hereof, Parental Leave is available to only one (1) parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - (i) For Primary Carer's and Partner Leave, an unbroken period of up to one (1) week at the time of the birth of the child; or
 - (ii) For Adoption Leave, an unbroken period of up to three (3) weeks at the time of placement of the child.

10.8.9 Primary Carer Leave

- (a) An Employee seeking to take Parental Leave as the primary carer of the child must provide notice to the City in advance of the expected date of commencement of Primary Carer Leave. The notice requirements are:
 - (i) Of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant)—at least ten (10) weeks.
 - (ii) Of the date on which the Employee proposes to commence Primary Carer's Leave and the period of leave to be taken—at least four (4) weeks.
- (b) When the Employee gives notice under clause hereof the Employee must also provide a statutory declaration stating particulars of any period of Partner Leave sought or taken by the Employee's spouse or partner and that for the period of Primary Carer's Leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- (c) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- (d) Subject to clause 10.8.8(a) hereof and unless agreed otherwise between the City and the Employee, an Employee may commence Primary Carer's Leave at any time within six (6) weeks immediately prior to the expected date of birth.
- (e) Where an Employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six (6) weeks after the birth of the child, the City may require the employee to provide a medical certificate stating that they are fit to work on her normal duties.
- (f) Payment during Primary Carer Leave will be made available based on the following criteria:
 - (i) Four (4) weeks paid leave after twelve (12) months continuous service by the Employee.
 - (ii) Eight (8) weeks paid leave after two (2) years continuous service by the Employee.

- (iii) Ten (10) weeks paid leave after three (3) years continuous service by the Employee.
- (iv) Twelve (12) weeks paid leave after four (4) years continuous service by the Employee.
- (g) The leave referred to in 10.8.9(f) will be paid and taken immediately prior to and/or following the actual or expected date of birth unless otherwise approved due to an exceptional circumstance.

10.8.10 Special Maternity Leave

- (a) Where the pregnancy of an Employee not then on Primary Carer's Leave terminates after twenty-eight (28) weeks other than by the birth of a living child, then the Employee may take unpaid Special Maternity Leave of such periods as a registered medical practitioner certifies as necessary.
- (b) Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid Personal Leave to which they are entitled in lieu of, or in addition to, Special Maternity Leave.
- (c) Where an Employee not then on Parental Leave suffers an illness related to the pregnancy, the Employee may take any paid Personal Leave to which they are then entitled and such further unpaid Special Maternity Leave as a registered medical practitioner certifies as necessary before their return to work. The aggregate of paid Personal Leave, Special Maternity Leave and Parental Leave, including parental leave taken by a spouse or partner, may not exceed fifty-two (52) weeks.
- (d) Where leave is granted under clause 10.8.9(d) hereof, during the period of leave an Employee may return to work at any time, as agreed between the City and the Employee provided that time does not exceed four (4) weeks from the recommencement date desired by the Employee.

10.8.11 Variation of Period of Parental Leave

Where an Employee takes leave under clauses 10.8.8(a) or 10.8.8(b) unless otherwise agreed between the City and Employee, an Employee may apply to the City to change the period of Parental Leave on one (1) occasion. Any such change shall be notified as soon as possible but no less than four (4) weeks prior to the commencement of the changed arrangements. Nothing in this clause detracts from the basic entitlement or the Right to Request in clause 10.8.12.

10.8.12 Right to Request

- (a) An Employee entitled to Primary Carer Leave pursuant to the provisions of clause 10.8 may request the City to allow the Employee to assist the Employee in reconciling work and parental responsibilities as follows:
 - (i) To extend the period of simultaneous unpaid Primary Carer Leave provided for in clause 10.8.9 up to a maximum of eight (8) weeks;
 - (ii) To extend the period of unpaid Primary Carer Leave provided for in clause 10.8.9 by a further continuous period of leave not exceeding twelve (12) months; or

- (iii) To return from a period of Primary Carer Leave on a part-time basis until the child reaches school age.
- (b) The City shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the City's business. Such grounds might include cost, lack of adequate replacement Employees, loss of efficiency and the impact on customer service.
- (c) The Employee's request and the City's decision made under clause 10.8.12 must be recorded in writing.

10.8.13 Request to Return to Work Part-Time

Where an Employee wishes to make a request under clause 10.8.12, such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from Parental Leave.

10.8.14 Transfer to a Safe Job

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

10.8.15 Returning to Work After a Period of Primary Carer's Leave

- (a) An Employee will notify of their intention to return to work after a period of Primary Carer's Leave at least four (4) weeks prior to the expiration of the leave.
- (b) An Employee will be entitled to the position which they held immediately before proceeding on Primary Carer Leave. In the case of an Employee transferred to a safe job pursuant to clause 10.8.14, the Employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- (d) An eligible casual resource who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately

before proceeding on Primary Carer Leave.

- (e) Where such a position is no longer available, but there are other positions available that the Employee is qualified for and is capable of performing, the City shall make all reasonable attempts to return the Employee to a position comparable in status and pay to that of the Employee's former position.

10.8.16 Replacement Employees

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

10.8.17 Communication During Primary Carer Leave

- (a) Where an Employee is on Primary Carer's Leave and a definite decision has been made to introduce significant change at the workplace, the City shall take reasonable steps to:
 - (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing Primary Carer Leave; and
 - (ii) Provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing Primary Carer Leave.
- (b) The Employee shall take reasonable steps to inform the City about any significant matter that will affect the Employee's decision regarding the duration of Primary Carer Leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (c) The Employee shall also notify the City of changes of address or other contact details which might affect the City's capacity to comply with clause 10.8.17.

10.8.18 Partner Leave (Secondary Carer)

An Employee will provide to the City at least ten (10) weeks prior to each proposed period of Partner Leave with:

- (a) A certificate from a registered medical practitioner which names the Employee's partner, states that they are pregnant and the expected date of confinement, or states the date on which the birth took place; and
- (b) Written notification of the dates on which they propose to start and finish the period of Partner Leave; and
- (c) Except in relation to leave taken simultaneously with the primary care giver under clause 10.8.8(a),

a statutory declaration stating:

- (i) That they will take that period of Parental Leave to become the primary caregiver of a child;
 - (ii) Particulars of any period of Parental Leave sought or taken by the Employee's partner; and
 - (iii) That for the period of Partner Leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- (d) The Employee will not be in breach of clause 10.8.8(a) hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.
- (e) Paid Partner Leave - Payment during Partner Leave of one (1) week's paid leave (not to be deducted from any other leave credit) will be made available to assist a spouse or partner of a newborn child to care for the family at the time of the birth of the child.

10.8.19 Adoption Leave

- (a) The Employee will notify the City at least ten (10) weeks in advance of the date of commencement of Adoption Leave and the period of leave to be taken. An Employee may commence Adoption Leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- (b) Before commencing Adoption Leave, an Employee will provide the City with a statutory declaration stating:
 - (i) The Employee is seeking Adoption Leave to become the primary care-giver of the child;
 - (ii) Particulars of any period of Adoption Leave sought or taken by the Employee's spouse; and
 - (iii) That for the period of Adoption Leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- (c) The City may require an Employee to provide confirmation from the appropriate government authority of the placement.
- (d) Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the City immediately and the City will nominate a time not exceeding four (4) weeks from receipt of notification for the Employee's return to work.
- (e) An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- (f) An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The

Employee and the City should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two (2) days unpaid leave. Where paid leave is available to the Employee, the City may require the Employee to take such leave instead.

10.9 Surrogacy Leave

Surrogacy Leave will be in accordance with the Act.

10.10 Parental Leave and Other Entitlements

An Employee may in lieu of or in conjunction with Parental Leave, access any Annual Leave or Long Service Leave entitlements which they have accrued subject to the total amount of leave not exceeding fifty-two (52) weeks or a longer period as agreed under clause 10.8.12. Employees applying for Parental Leave may also apply to take double the period of Long Service Leave at half pay (e.g. spread twelve (12) weeks Long Service Leave over a period of twenty-four (24) with the employee receiving salary at the half pay rate). This is providing that the total period away from work does not exceed fifty-two (52) weeks). The election of such an option must be made prior to the commencement of Parental Leave.

10.11 Long Service Leave

10.11.1 Subject to clauses 10.11.6 and 10.11.7, the entitlement of an Employee to Long Service Leave on full pay pursuant to this Agreement shall be as follows:

- (a) In the case of an Employee who has completed an initial period of ten (10) years continuous service, thirteen (13) weeks; however, an Employee who has completed an initial period of seven (7) years continuous service, a proportionate amount calculated on the basis of thirteen (13) weeks for ten (10) years' service.
- (b) In the case of an Employee who has completed an initial period of seven (7) years but less than ten (10) years continuous service and who terminates that service, or who dies, or where the City terminates that service for any reason other than misconduct, a proportionate amount calculated on the basis of thirteen (13) weeks for ten (10) years' service.
- (c) In the case of an Employee who has completed an initial or a subsequent period of ten (10) years' service and who continues that service until the Employee has completed a further period of ten (10) years' service, a further thirteen (13) weeks.
- (d) In the case of an Employee who continues in the service of the City after having completed an initial or a subsequent period of ten (10) years' service and whose employment is terminated for any reason, or who dies, before completion of a further period of ten (10) years' service, a proportionate further amount on the basis of thirteen (13) weeks for ten (10) years' service.

10.11.2 For the purpose of this Agreement, **continuous service** shall mean and include service with the City or with another Queensland Local Government Authority (excluding Brisbane City Council) which has been continuous except for:

- (a) Absence from work on leave granted by a council including such absence through illness or injury on leave so granted, and any absence through illness or injury during the last five (5) years of the Employee's service shall be included in the period in respect of which Long Service Leave is computed.
- (b) The Employee having been dismissed or stood-down by the council, or the Employee having terminated service with the council by reason of illness or injury; provided that the Employee shall have been reemployed by that council or another council, and shall not have been engaged in any other calling whether on the Employee's own account or as an Employee subsequent to having been so dismissed or stood down or to having so terminated service, and before being so re-employed; and provided further that the period during which that Employee was absent by reason of such dismissal or standing down or termination of service shall not by reason only of clause 10.11.2(a) be taken into account in calculating the period of service.
- (c) The Employee having been dismissed or stood down by the council or the Employee having terminated service with the council, provided that the Employee shall have been re-employed by that council or some other council within a period not exceeding three (3) months.

10.11.3 At the time of making this Agreement, the provisions of the *Local Government Regulation 2012* (Regulation) apply in respect of the transfer of Long Service Leave entitlements between local government entities. The City agrees to apply the provisions of Division 2 of the Regulation (Portability of Long Service Leave) for the life of the Agreement, regardless of whether the regulation remains in force.

10.11.4 The City will recognise service with Brisbane City Council (BCC) as service with the City for the purposes of accruing Long Service Leave, in the same way that the City recognises such service with other Queensland local governments. Note that where BCC has recognised service with bodies other than Queensland local governments, those entitlements are not transferable to the City.

10.11.5 Long Service Leave and accruals for Employees enlisted in the reserve forces will be in accordance with the Act.

10.11.6 In calculating an Employee's length of service for the purpose of this clause, any period of the prior service had by an Employee with a council in respect whereof the Employee has received Long Service Leave on full pay pursuant to an entitlement thereto under the provisions of an Agreement or Act in force prior to that date shall not be taken into account.

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

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

- (i) Service from 12 May 1964 to 31 December 1993 is calculated on the basis of thirteen (13) weeks for fifteen (15) years.
 - (ii) And from 1 January 1994, is calculated on the basis of thirteen (13) weeks for ten (10) years' service.
- (b) Further, all Long Service Leave entitlements for as described above will also be accrued on a pro rata basis.

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

- (a) Subject to the provisions of clause 10.11.5, the method of calculating the amount of Long Service Leave due to an Employee shall be as follows:
 - (i) Employees whose initial period of continuous service commenced on or after prior to 1 January 1977 at the rate of 13/15ths of one week for each year of service. Provided that the rate of accrual of 13/15ths of one week for each year of service shall be applied only until the Employee's Long Service Leave entitlement pursuant to this subparagraph equals thirteen (13) weeks. Thereafter the rate of accrual shall be one and 3/10ths weeks for each year of service. Provided further that in respect of service on or after 1 January 1977, Employees accrue Long Service Leave at the rate of one and 3/10 weeks for each completed year of such service.
 - (ii) Employees whose initial period of continuous service commenced on or after 11 May 1964 shall be entitled to Long Service Leave in respect of service on or after 11 May 1964 but prior to 1 January 1977 at the rate of 13/15ths of one (1) week for each year of service and in respect of service on or after 1 January 1977 at the rate of one (1) and 3/10ths weeks for each year of service.
 - (iii) An Employee whose initial qualifying period of ten (10) years continuous service is completed on or after 1 January 1977 shall immediately after completion of such period become entitled to Long Service Leave, but the amount thereof shall be calculated in accordance with the provisions of 10.11.7.

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

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

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

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

10.11.12 Minimum Period

- (a) The minimum period of Long Service Leave that may be taken at any one time is one (1) calendar week except in the following situations:
 - (i) Where an Employee is recalled from Long Service Leave for business reasons.
 - (ii) Where an Employee becomes ill and is granted Personal Leave in accordance with clause 10.5.6(b).

10.12 Extension of Long Service Leave on a Half-Pay Basis

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

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

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

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

10.12.3 Payment of Higher Duties

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

10.13 Bereavement and Compassionate Leave

The provisions of clause 10.13 apply to full-time and part-time Employees (on a pro rata basis) but do not apply to casual Employees. Eligible casual employees will be entitled to unpaid Bereavement Leave in accordance with the Act. For the purposes of clause 10.13, immediate family is defined in clause 1.2.

10.13.1 Paid Leave Entitlement

- (a) Death in Australia - A full-time Employee is entitled to up to three (3) days Bereavement Leave on each occasion and on production of satisfactory evidence (if required by the City) of the death in Australia of either a member of the Employee's immediate family or household.
- (b) Death outside Australia - A full-time Employee is entitled to up to three (3) days Bereavement Leave on each occasion, and on production of satisfactory evidence (if required by the City) of the death outside Australia of either a member of the Employee's immediate family or household, where the Employee travels outside Australia to attend the funeral.
- (c) Part-time Employees - A part-time Employee is entitled to up to three (3) days Bereavement Leave without loss of pay, up to a maximum of twenty-four (24) hours on the same basis as prescribed for full-time Employees in clauses 10.13.1(a) and 10.13.1(b) except that leave is only available

where a part-time Employee would normally work on any or all of the three (3) working days following the death.

- (d) Unpaid Bereavement Leave - Where an Employee has exhausted all Bereavement Leave entitlements, including accumulated leave entitlements, the Employee is entitled to take unpaid Bereavement Leave. The City and the Employee should agree on the length of the unpaid leave. In the absence of Agreement, a full-time Employee is entitled to take up to two (2) days unpaid leave, provided the requirements of 10.13.1(a) and 10.13.1(b) hereof are met, and a part-time Employee is entitled to take up to two (2) days unpaid leave, to a maximum of two (2) days, provided the requirements of 10.13.1(a) hereof are met.
- (e) In the event of a casual Employee seeking to take unpaid Bereavement Leave, the City and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to forty-eight (48) hours (i.e. two (2) days) per occasion. The casual Employee is not entitled to any payment for the period of non- attendance.
- (f) Compassionate Leave - Compassionate Leave will be in accordance with the provisions contained within the Act.

10.14 Jury Service

- 10.14.1 An Employee, other than a casual Employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the City an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the Employee would have been paid if the Employee was not absent on jury service.
- 10.14.2 Alternatively, by agreement, fees (other than meal allowance) received by the Employee to attend jury service will be paid to the City and the City will continue to pay the Employee their ordinary pay for the time the Employee was absent on jury service.
- 10.14.3 Employees shall notify the City as soon as practicable of the date upon which they are required to attend for jury service and shall provide the City with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- 10.14.4 If the Employee is not required to serve on a jury for a day or part of a day after attending for jury service and the Employee would ordinarily be working for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity.
- 10.14.5 For the purposes of clause 10.14, **ordinary pay** means the rate of pay that an Employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any ‘over-Agreement’ payments. Ordinary pay excludes overtime, penalty rates of all types – including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

10.15 Military Leave

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

10.16 Pupil Free Days

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

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

10.17 Special Leave

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

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

10.18 Mid-Career Break

- 10.18.1 The City is committed to assisting its long serving loyal Employees. An Employee with seven (7) years or more unbroken employment with the City, may apply for a mid-career break, for the purposes of family, study, travel etc.
- 10.18.2 Each claim for a mid-career break shall be considered on its merits, and subject to operational requirements being met, approval should not be unreasonably withheld. Unless otherwise authorised by the Executive General Manager, Annual Leave and Long Service Leave credits must be exhausted prior to a mid-career break.
- 10.18.3 Where a mid-career break is approved, the terms of the break should be in writing, stating the length of the break and agreed return date and must guarantee the Employee's substantive appointment and all existing remuneration and employment benefits upon return. Where such position no longer exists but there are other positions available for which the Employee is qualified and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.
- 10.18.4 Any Employee on an approved mid-career break shall not accrue any leave entitlements whilst absent, however any mid-career break will not constitute a break in employment.
- 10.18.5 Unless specifically authorised by the City in advance, the Employee will not be entitled to undertake alternative employment during the period of leave.

10.19 Public Holidays

- 10.19.1 All work done by an Employee on the following days listed in this clause or any day appointed under the *Holidays Act 1983* (Qld), to be observed as a holiday, in place of any such holidays in the State of Queensland, shall be paid for at the rate of double time and a half – with a minimum payment as for four (4) hours at that rate:
- (a) 1 January (New Year's Day).
 - (b) 26 January (Australia Day).
 - (c) Good Friday.
 - (d) Easter Saturday.
 - (e) Easter Sunday.
 - (f) Easter Monday.
 - (g) 25 April (Anzac Day).
 - (h) Annual agricultural, horticultural, and/or industrial show published in Queensland Government Gazette (Gold Coast Show Day). Provided that where no such day is gazetted, the City shall nominate in each calendar year a day being one of the days Monday to Friday inclusive which

shall for the purpose of this clause be deemed to be a Public Holiday. No Employee shall be entitled to receive or be paid for more than one (1) Show Day holiday in each calendar year.

- (i) Birthday of the Sovereign.
- (j) Part of the day on 24 December (Christmas Eve) from 6:00pm to midnight.
- (k) 25 December (Christmas Day).
- (l) 26 December (Boxing Day).

10.19.2 Work Performed on Labour Day

- (a) All work performed by an Employee, on Labour Day or any day appointed under the *Holidays Act 1983 (Qld)* to be observed as a holiday in place of that holiday, shall be paid for at the rate of double time and a half with a minimum payment as for four (4) hours at that rate.
- (b) For the purposes of clause 10.19.2 double time and a half shall mean time and a half in addition to the Employee's weekly, fortnightly or monthly salary, if the work is performed during the ordinary working hours relevant to the position for the day of the week on which the holiday falls, or double time and a half in addition to the Employee's weekly, fortnightly or monthly salary if the work is performed outside such ordinary working hours.

10.19.3 Part-time and Casual Employees

- (a) A part time Employee whose usual day of work falls on a Public Holiday shall be entitled to be absent for the day without loss of pay. Where a regular part time Employee is directed to work on a Public Holiday, then such Employee shall be paid double time and a half for all time worked. Provided that, where a regular part time Employee does not work the same hours week by week, then, in each week which contains a Public Holiday, the ordinary hours of duty of such an Employee shall be reduced to one fifth for each Public Holiday so occurring.
- (b) All time worked by a casual Employee on any of the Public Holidays mentioned in clause 10.19.1 and 10.19.2 above, shall be paid for at the appropriate hourly rate plus 150% with a minimum payment as for four (4) hours work.

10.19.4 Additional Public Holidays

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

10.20 Employees Whose Ordinary Hours Include Work on a Saturday or Sunday

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

holidays as follows:

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

10.21 Leave Arrangements

10.21.1 The Parties acknowledge that there are certain periods during the year which place elevated demands on the City in terms of ensuring service delivery. These demands may vary across the City. Examples may be certain events, such as GC600, or Schoolies' Week, or peak seasons such as Christmas holiday.

10.21.2 The Parties agree that to deal with these peak periods, the City will:

- (a) Identify the peak periods as much as is possible;
- (b) Consult with Employees about the demands those peak periods will make in terms of service delivery; and
- (c) Compile a calendar which details those peak periods to produce a leave schedule acceptable to the Parties.

10.21.3 In recognition of the extra demands of these peak periods, Annual Leave will be restricted, or if need be, not be available at all during these times. Applications for leave due to extenuating circumstances will be considered on their merits.

10.21.4 The City agrees that the duration of the peak periods will be kept to the minimum required to ensure service delivery, so that the times where Employees are not able to take Annual Leave and Long Service Leave, are no longer than is necessary.

10.22 Cashing out Stand-By Leave

10.22.1 Stand-by Leave is accrued under the provisions of the On-Call Allowance at clause 9.5 of this

Agreement. It accrues when Employees in receipt of the On-Call allowance are required to hold themselves available for work during a public holiday.

10.22.2 Employees may apply for payment in lieu of taking Stand-By Leave. Approval will be at the City's discretion, and subject to the following:

- (a) Only one (1) application per annum per Employee will be considered;
- (b) Approval for cashing out will be subject to budget considerations;
- (c) Consideration and approval by the CEO or delegate (if applicable); and
- (d) Following the payment, the Employee's Stand-By Leave credit will be reduced by the amount "cashed out".

PART 11 COMMUNICATION, CONSULTATION AND CHANGE

11.1 Notification of Change

11.1.1 This clause applies where:

- (a) The City is recommending to the decision maker the introduction of major changes in production, program, organisation, structure, or technology; and
- (b) The change is likely to have significant effects on relevant employees. **Significant effects** include termination of employment; major changes in the composition, operation, or size of the City's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

11.1.2 Where this Agreement or the Modern Award/s mentioned in clause 1.2 makes provision for alteration of any of the matters referred to in clause 11.1.1 an alteration shall be deemed not to have significant effect.

11.1.3 The City's Duty to Notify

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

11.1.4 The City's Duty to Consult Over Proposed Change

- (a) The City shall consult the Employees affected and, where relevant, their Union/s about the introduction of the changes referred to in clause 11.1.1 here of, the effects the changes are likely to have on Employees and ways to avoid or minimise the effects of the changes (e.g., by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the recommendation referred to in clause 11.1.1. and before making a decision likely to be of particular significance to the

Employees in accordance with the Act

- (c) For the purpose of such consultation the City shall provide in writing to the Employees concerned and, where relevant, their Union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees, and any other matters likely to affect Employees. The information provided will include where relevant:
 - (i) The reasons for and nature of the proposed changes;
 - (ii) The number of Employees affected, location, position titles and classification level of affected positions; and
 - (iii) The structures / organisational charts of pre and post proposed organisational changes.
- (d) Notwithstanding the provision of clause 11.1.1 the City shall not be required to disclose confidential information, the disclosure of which would be adverse to the City's interests.

11.2 Consultative Committees

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

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

11.3 Positive Employee Relations

- 11.3.1 The Parties have entered into this Agreement with a focus of making the City a thriving organisation and are committed to the practice of positive employment relations.
- 11.3.2 The Parties acknowledge that effective communication and relationships between Employees, Unions, and the City is a prerequisite to ensuring good industrial relations and the maintenance of efficient and sound industrial relationships.
- 11.3.3 All Parties acknowledge that an atmosphere of antagonism does not build morale. All Parties should strive to act with professionalism and courtesy, and advocate for their positions in a respectful manner.
- 11.3.4 Workplace delegates make an important contribution to the success of the City, and the City acknowledges the constructive role democratically elected workplace delegates undertake in the workplace in relation to conducting industrial and union activities that support and assist members. The role of workplace delegates will be recognised, accepted and supported by the City.
- 11.3.5 Workplace delegates will be given reasonable access to City Employees during working hours, without loss of pay to discuss any employment matter, seek union advice and/or union representation and to provide advocacy and representation to management on their behalf. When conducting union/industrial activities, workplace delegates must take all reasonable measures to ensure that service delivery and work requirements are not unduly affected.
- 11.3.6 Workplace delegates will be provided reasonable access to the City's facilities for the purpose of undertaking representative activities on behalf of members and Employees eligible to be members. Such facilities include: telephones, computers, email, intranet, photocopiers, facsimile machines, storage facilities, meeting rooms, intranet and/or notice boards. The use of these facilities by workplace delegates is permitted however should not unduly affect the efficient operations of the City.
- 11.3.7 Subject to the relevant Employee's approval and privacy considerations, authorised Union Officials may request access to personnel information and documents related to a member they may be representing. Such a request will be in accordance with the Act.
- 11.3.8 Workplace delegates will, upon application in writing to the City and subject to operational convenience, be granted up to five (5) days per calendar year paid leave to attend union workshops, courses, seminars and/or conferences. Approval will not be unreasonably withheld.

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

- (a) The right to be treated fairly and to perform their role as Union Representative without any discrimination in their employment.
- (b) The right to formal recognition by the City that endorsed Union Employee Representatives speak on behalf of Union Members in the workplace.
- (c) The right to consultation and access to reasonable information about the workplace and the business.
- (d) The right to place union information on a bulletin board in a prominent location in the workplace (or electronic equivalent).
- (e) The right to represent the interests of Union Members without reduction or loss of normal remuneration, including participating in collective bargaining, grievance, dispute or disciplinary processes and Industrial Relations Commission processes.

11.4 Policy Consultation

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

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

11.4.3 Policy Change Consultation Process

Following a decision by management, proposals for changes or termination of existing policies or implementation of new policies will include:

- (a) Communication to affected Unions and Employees on the suggested changes to be made to a policy through provision of information to the Joint Consultative Committee. The City will provide policy documentation to the unions at least seven (7) days prior to the scheduled meeting date.
- (b) Explanation on the need for changing a policy or introducing a new policy.
- (c) Provide the likely impacts of changes to a policy or introduction of a new policy.
- (d) Outline the desired outcomes from changing a policy or introducing a new policy (if available).

- (e) If available, information and data to be provided to Employees and unions relating to the changed policy or new policy.
- (f) Consultation to occur with relevant Employees and unions to identify and investigate issues arising from the changed policy or new policy.
- (g) Provide feedback on outcomes of consultation to Employees and unions through the Joint Consultative Committee.
- (h) Assess if there is an opportunity to trial the changed policy or new policy.
- (i) Timeframe for implementing changed or new policy.

11.4.4 The above process and information will be provided to the Joint Consultative Committee in the first instance and prior to any implementation of a proposed policy change, termination of an existing policy or proposed new policy.

11.4.5 The Union and its members will have 28 days to respond to the proposals to change, terminate or introduce a new policy.

11.4.6 After full participation in the above consultation process, the Union/s reserve their right to invoke the Procedure contained at clause 2.1 of this Agreement.

11.5 Toolbox Meetings

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

APPENDIX 1 – SUPPLEMENTARY ON CALL CONDITIONS

Application and Coverage

1. This Appendix applies to Infrastructure Gold Coast Department Employees classified under Streams B or C of the Modern Award, who are instructed to undertake emergency work through attendance at the worksite outside of the Employee's normal working hours (On-Call).
2. Employees primarily employed a position or calling referred to in this clause shall be entitled to receive the conditions contained in this Appendix in respect of On-Call work:
 - a. Electrician (excluding Auto-Electrician);
 - b. Plumber;
 - c. Fitter and Turner; or
 - d. Utilities Network Monitoring Employees, who are required to maintain all passive utility infrastructure including water, sewerage, and stormwater network assets.
3. This Appendix shall be read and interpreted wholly in conjunction with the Agreement, provided that where there is any inconsistency, this Appendix shall prevail.
4. This Appendix may only be changed or terminated if:
 - a. There is agreement about the proposed changes or termination of this Appendix between the relevant Unions (who have coverage of Employees under this Appendix) and the City; and
 - b. At least 67% of Employees (prescribed majority), whose employment is covered by this Appendix, agree to the proposed change or termination.
5. Subject to clause 4 above, Appendix 1 may be changed or terminated during the life of, or during the course of negotiations for a new Agreement to replace this Agreement. If a prescribed majority vote is reached to change or terminate Appendix 1, the terms and effect of such vote shall be implemented by the City as soon as practicable.

Emergency Work Breaks

6. An Employee who works more than two consecutive hours On-Call and have not had at least ten (10) consecutive hours off duty prior to the call out, shall be entitled to ten (10) continuous hours break before resuming normal duties without loss of pay for ordinary working time occurring during such absence.
7. Subject to clause 6 above, an Employee who is rostered On-Call to work on a weekday between the hours of 0200 hours and 0500 hours may elect to have their normal start time on that day delayed by the equivalent of the hours worked to a maximum of three (3) hours. An Employee who elects to delay their start time under this clause shall be paid ordinary time rates for the delayed hours.

Emergency Work Breaks on Sundays and Public Holidays

8. An Employee who is rostered On-Call to work on a Sunday night or on a public holiday after 2200 hours shall be entitled to a ten (10) continuous hour break after more than two (2) consecutive hours work on such day without loss of pay for ordinary working time occurring during such absence.

On-Call Roster

9. The On-Call roster will be posted at least one (1) month in advance.

Transport

10. Clauses 11 and 12 of this Appendix only applies to Employees, who were previously covered by Local Area Agreement 1.1 appended to the *City of Gold Coast Certified Agreement 2019*.
11. Employees who are rostered On-Call and in normal working hours are provided with a vehicle shall have commuter use of that vehicle without charge, subject to City policy.
12. Employees who are rostered On-Call and have commuter use of a vehicle, shall have local use of that vehicle after normal working hours. This use shall be restricted, such that the minimum response time to a call out is not exceeded. For the purpose of this clause, **local use** shall mean use of a vehicle within the boundaries of the City.

SCHEDULE 1 SIGNATORIES TO THIS AGREEMENT

Signed for and behalf of:

**Queensland Services,
Industrial Union of Employees**

Signature

Neill Henderson

Print name

In the presence of

Signature

Cory Pollock

Print name

Date

Signed for and behalf of:

**Council of the City of Gold
Coast**

Signature

Timothy Baker

Print name

In the presence of

Signature

Kate Noonan

Print name

Date

Signed for and behalf of:

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

Signature

Jessica Hensman
Print name

In the presence of

Signature

Thomas Whibley
Print name

Date

Signed for and behalf of:

**Council of the City of Gold
Coast**

Signature

Timothy Baker
Print name

In the presence of

Signature

Kate Noonan
Print name

Date

Signed for and behalf of:

**The Australian Workers'
Union of Employees,
Queensland**

Signature

Stacey Schinnerl
Print name

In the presence of

Signature

Brett McCreadie
Print name

Date

Signed for and behalf of:

**Council of the City of Gold
Coast**

Signature

Timothy Baker
Print name

In the presence of

Signature

Kate Noonan
Print name

Date

Signed for and behalf of:

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

Signature

Kane Lowth
Print name

In the presence of

Signature

Emma Eaves
Print name

Date

Signed for and behalf of:

**Council of the City of Gold
Coast**

Signature

Timothy Baker
Print name

In the presence of

Signature

Kate Noonan
Print name

Date

Signed for and behalf of:

**The Automotive, Metals,
Engineering, Printing &
Kindred Industries Industrial
Union of Employees,
Queensland**

Signature

Rohan Webb
Print name

In the presence of

Signature

Melissa McAllister
Print name

Date

Signed for and behalf of:

**Council of the City of Gold
Coast**

Signature

Timothy Baker
Print name

In the presence of

Signature

Kate Noonan
Print name

Date

Signed for and behalf of:

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

Signature

Print name

In the presence of

Signature

Print name

Date

Signed for and behalf of:

**Council of the City of Gold
Coast**

Signature

Timothy Baker

Print name

In the presence of

Signature

Kate Noonan

Print name

Date

Signed for and behalf of:

**Plumbers and Gasfitters
Employees' Union
Queensland, Union of
Employees**

Signature

Gary O'Halloran
Print name

In the presence of

Signature

Shari Carrington
Print name

Date

Signed for and behalf of:

**Council of the City of Gold
Coast**

Signature

Timothy Baker
Print name

In the presence of

Signature

Kate Noonan
Print name

Date

Signed for and behalf of:

**The Electrical Trades Union of
Employees Queensland**

Signature

Peter Ong
Print name

In the presence of

Signature

Kaitlynd Teague
Print name

Date

Signed for and behalf of:

**Council of the City of Gold
Coast**

Signature

Timothy Baker
Print name

In the presence of

Signature

Kate Noonan
Print name

Date

SCHEDULE 2 CLASSIFICATIONS AND PAY RATES

SCHEDULE 2.1 STREAM A DIVISION 2 SECTION 1 ADMINISTRATIVE, CLERICAL, TECHNICAL, PROFESSIONAL, COMMUNITY SERVICE, SUPERVISORY AND MANAGERIAL SERVICES

Schedule 2.1.1 72 Hour Fortnight	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Annual salary	Annual salary	Annual salary
Level 1 Step 1	\$ 60,285	\$ 62,997	\$ 65,517
Level 1 Step 2	\$ 61,014	\$ 63,760	\$ 66,310
Level 1 Step 3	\$ 62,046	\$ 64,838	\$ 67,431
Level 1 Step 4	\$ 63,183	\$ 66,026	\$ 68,667
Level 1 Step 5	\$ 64,346	\$ 67,242	\$ 69,931
Level 1 Step 6	\$ 65,543	\$ 68,493	\$ 71,232
Level 2 Step 1	\$ 66,804	\$ 69,810	\$ 72,603
Level 2 Step 2	\$ 68,122	\$ 71,188	\$ 74,035
Level 2 Step 3	\$ 69,538	\$ 72,667	\$ 75,573
Level 2 Step 4	\$ 71,090	\$ 74,289	\$ 77,260
Level 3 Step 1	\$ 72,705	\$ 75,977	\$ 79,016
Level 3 Step 2	\$ 74,381	\$ 77,728	\$ 80,837
Level 3 Step 3	\$ 76,113	\$ 79,538	\$ 82,720
Level 3 Step 4	\$ 77,895	\$ 81,400	\$ 84,656
Level 4 Step 1	\$ 79,694	\$ 83,280	\$ 86,611
Level 4 Step 2	\$ 81,495	\$ 85,162	\$ 88,569
Level 4 Step 3	\$ 83,296	\$ 87,045	\$ 90,526
Level 4 Step 4	\$ 85,098	\$ 88,927	\$ 92,484
Level 5 Step 1	\$ 86,896	\$ 90,807	\$ 94,439
Level 5 Step 2	\$ 88,698	\$ 92,689	\$ 96,397
Level 5 Step 3	\$ 90,499	\$ 94,572	\$ 98,355
Level 6 Step 1	\$ 93,500	\$ 97,707	\$ 101,616
Level 6 Step 2	\$ 96,500	\$ 100,843	\$ 104,877
Level 6 Step 3	\$ 99,503	\$ 103,981	\$ 108,140
Level 7 Step 1	\$ 102,504	\$ 107,117	\$ 111,401
Level 7 Step 2	\$ 105,505	\$ 110,252	\$ 114,662
Level 7 Step 3	\$ 108,505	\$ 113,388	\$ 117,924
Level 8 Step 1	\$ 112,108	\$ 117,153	\$ 121,839
Level 8 Step 2	\$ 115,708	\$ 120,915	\$ 125,752
Level 8 Step 3	\$ 119,341	\$ 124,712	\$ 129,700
Level 8 Step 4	\$ 122,841	\$ 128,369	\$ 133,503
Level 8 Step 5	\$ 126,338	\$ 132,023	\$ 137,304

Schedule 2.1.2 10 Day, 80 hour fortnight including 14% loading	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Annual salary	Annual salary	Annual salary
Level 1 Step 1	\$ 68,724	\$ 71,817	\$ 74,690
Level 1 Step 2	\$ 69,556	\$ 72,686	\$ 75,593
Level 1 Step 3	\$ 70,732	\$ 73,915	\$ 76,872
Level 1 Step 4	\$ 72,029	\$ 75,270	\$ 78,281
Level 1 Step 5	\$ 73,354	\$ 76,655	\$ 79,722
Level 1 Step 6	\$ 74,719	\$ 78,082	\$ 81,205
Level 2 Step 1	\$ 76,157	\$ 79,584	\$ 82,767
Level 2 Step 2	\$ 77,659	\$ 81,154	\$ 84,400
Level 2 Step 3	\$ 79,273	\$ 82,840	\$ 86,154
Level 2 Step 4	\$ 81,042	\$ 84,689	\$ 88,077
Level 3 Step 1	\$ 82,884	\$ 86,614	\$ 90,078
Level 3 Step 2	\$ 84,794	\$ 88,610	\$ 92,154
Level 3 Step 3	\$ 86,769	\$ 90,674	\$ 94,301
Level 3 Step 4	\$ 88,800	\$ 92,796	\$ 96,508
Level 4 Step 1	\$ 90,851	\$ 94,939	\$ 98,737
Level 4 Step 2	\$ 92,904	\$ 97,085	\$ 100,968
Level 4 Step 3	\$ 94,958	\$ 99,231	\$ 103,200
Level 4 Step 4	\$ 97,011	\$ 101,377	\$ 105,432
Level 5 Step 1	\$ 99,062	\$ 103,520	\$ 107,661
Level 5 Step 2	\$ 101,116	\$ 105,666	\$ 109,892
Level 5 Step 3	\$ 103,169	\$ 107,812	\$ 112,124
Level 6 Step 1	\$ 106,590	\$ 111,386	\$ 115,842
Level 6 Step 2	\$ 110,011	\$ 114,961	\$ 119,559
Level 6 Step 3	\$ 113,434	\$ 118,538	\$ 123,280
Level 7 Step 1	\$ 116,855	\$ 122,113	\$ 126,998
Level 7 Step 2	\$ 120,275	\$ 125,688	\$ 130,715
Level 7 Step 3	\$ 123,696	\$ 129,262	\$ 134,433
Level 8 Step 1	\$ 127,803	\$ 133,554	\$ 138,896
Level 8 Step 2	\$ 131,907	\$ 137,843	\$ 143,357
Level 8 Step 3	\$ 136,049	\$ 142,171	\$ 147,858
Level 8 Step 4	\$ 140,039	\$ 146,340	\$ 152,194
Level 8 Step 5	\$ 144,025	\$ 150,507	\$ 156,527

SCHEDULE 2.2 STREAM B DIVISION 2 SECTION 3 HEALTH, SPORTS AND FITNESS SERVICES	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Fortnightly wage	Fortnightly wage	Fortnightly wage

Schedule 2.2.1 Fitness industry workers

Support staff level 1	\$ 2,197.36	\$ 2,296.24	\$ 2,388.09
Support staff level 2	\$ 2,197.36	\$ 2,296.24	\$ 2,388.09
Fitness instructor level 1	\$ 2,197.36	\$ 2,296.24	\$ 2,388.09
Fitness instructor level 2	\$ 2,197.36	\$ 2,296.24	\$ 2,388.09
Fitness instructor level 3	\$ 2,233.56	\$ 2,334.07	\$ 2,427.43
Fitness trainer level 4	\$ 2,263.11	\$ 2,364.95	\$ 2,459.55
Fitness trainer/therapist level 5	\$ 2,382.02	\$ 2,489.21	\$ 2,588.77
Fitness therapist level 6	\$ 2,443.83	\$ 2,553.80	\$ 2,655.95

Schedule 2.2.2 Swim school workers

Swim school worker level 1	\$ 2,197.36	\$ 2,296.24	\$ 2,388.09
Swim school worker level 2	\$ 2,197.36	\$ 2,296.24	\$ 2,388.09
Swim school worker level 3	\$ 2,233.56	\$ 2,334.07	\$ 2,427.43
Swim school worker level 4	\$ 2,292.71	\$ 2,395.88	\$ 2,491.72

Schedule 2.2.3 Indoor sports centre workers

Indoor sports centre worker level 1	\$ 2,197.36	\$ 2,296.24	\$ 2,388.09
Indoor sports centre worker level 2	\$ 2,197.36	\$ 2,296.24	\$ 2,388.09
Indoor sports centre worker level 3	\$ 2,322.29	\$ 2,426.79	\$ 2,523.86

Schedule 2.2.4 Support staff swim schools and indoor sports venues

Support staff level 1	\$ 2,197.36	\$ 2,296.24	\$ 2,388.09
Support staff level 2	\$ 2,197.36	\$ 2,296.24	\$ 2,388.09
Support staff level 3	\$ 2,233.56	\$ 2,334.07	\$ 2,427.43

SCHEDULE 2.3 STREAM B DIVISION 2 SECTION 4 HOSPITALITY SERVICES	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Fortnightly wage	Fortnightly wage	Fortnightly wage
Hospitality worker introductory level	\$ 2,197.36	\$ 2,296.24	\$ 2,388.09
Hospitality worker level 1	\$ 2,197.36	\$ 2,296.24	\$ 2,388.09
Hospitality worker level 2	\$ 2,263.11	\$ 2,364.95	\$ 2,459.55
Hospitality worker level 3	\$ 2,322.29	\$ 2,426.79	\$ 2,523.86
Hospitality worker level 4	\$ 2,382.02	\$ 2,489.21	\$ 2,588.77
Hospitality worker level 5	\$ 2,507.77	\$ 2,620.62	\$ 2,725.44
Hospitality worker level 6	\$ 2,574.37	\$ 2,690.22	\$ 2,797.82

SCHEDULE 2.4 STREAM B DIVISION 2 SECTION 5 OPERATIONAL SERVICES	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Fortnightly wage	Fortnightly wage	Fortnightly wage
Level 1 first 6 months	\$ 2,233.53	\$ 2,334.04	\$ 2,427.41
Level 1	\$ 2,263.11	\$ 2,364.95	\$ 2,459.55
Level 2	\$ 2,292.71	\$ 2,395.88	\$ 2,491.72
Level 3	\$ 2,322.29	\$ 2,426.79	\$ 2,523.86
Level 4	\$ 2,352.42	\$ 2,458.27	\$ 2,556.61
Level 5	\$ 2,382.02	\$ 2,489.21	\$ 2,588.77
Level 6	\$ 2,443.85	\$ 2,553.82	\$ 2,655.98
Level 7	\$ 2,507.77	\$ 2,620.62	\$ 2,725.44
Level 8	\$ 2,574.37	\$ 2,690.22	\$ 2,797.82
Level 9	\$ 2,646.86	\$ 2,765.97	\$ 2,876.60

SCHEDULE 2.5 STREAM C DIVISION 2 SECTION 2 ENGINEERING AND ELECTRICAL / ELECTRONIC SERVICES	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Fortnightly wage	Fortnightly wage	Fortnightly wage
C6	\$ 2,811.63	\$ 2,938.15	\$ 3,055.68
C7	\$ 2,575.31	\$ 2,691.20	\$ 2,798.84
C8	\$ 2,507.77	\$ 2,620.62	\$ 2,725.44
C9	\$ 2,443.85	\$ 2,553.82	\$ 2,655.98
C10	\$ 2,382.02	\$ 2,489.21	\$ 2,588.77
C11	\$ 2,291.57	\$ 2,394.69	\$ 2,490.47

SCHEDULE 3 ADDITIONAL CLASSIFICATIONS AND ALL-PURPOSE ALLOWANCES

SCHEDULE 3.1 STREAM A DIVISION 2 SECTION 1 ADMINISTRATIVE, CLERICAL, TECHNICAL, PROFESSIONAL, COMMUNITY SERVICE, SUPERVISORY AND MANAGERIAL SERVICES

Schedule 3.1.1 Chief Lifeguard (10 day fortnight with 14% loading)	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
Schedule 3.1.2 Beach Lifeguard Superintendent (10 day fortnight with 14% loading)	Annual salary	Annual salary	Annual salary
	Chief Lifeguard (Level 8 Step 1 + 14% + \$1503 p.a.)	\$ 129,306	\$ 135,057
Chief Lifeguard (Level 8 Step 2 + 14% + \$1503 p.a.)	\$ 133,410	\$ 139,346	\$ 144,860
Chief Lifeguard (Level 8 Step 3 + 14% + \$1503 p.a.)	\$ 137,552	\$ 143,674	\$ 149,361
Chief Lifeguard (Level 8 Step 4 + 14% + \$1503 p.a.)	\$ 141,541	\$ 147,843	\$ 153,697
Chief Lifeguard (Level 8 Step 5 + 14% + \$1503 p.a.)	\$ 145,528	\$ 152,009	\$ 158,030
Beach Lifeguard Superintendent (Level 6 Step 1 +14% + \$1503 p.a.)	\$ 113,238	\$ 118,266	\$ 122,937
Beach Lifeguard Superintendent (Level 6 Step 2 +14% + \$1503 p.a.)	\$ 116,824	\$ 122,014	\$ 126,834
Beach Lifeguard Superintendent (Level 6 Step 3 +14% + \$1503 p.a.)	\$ 120,413	\$ 125,764	\$ 130,734

- (a) Schedule 3.1 applies to Employees primarily employed to undertake duties in the position of Beach Lifeguard Superintendent or the Chief Lifeguard.
- (b) Chief Lifeguard and Beach Lifeguard Superintendent annual salary includes an additional \$1,503 per annum to replace City specific Allowances that were paid under the previous Certified Agreement.
- (c) Employees are entitled to the First-aid allowance subject to the conditions contained in clause 13.1 of the Stream A Award.
- (d) Beach Lifeguard Superintendents are entitled to receive the Construction/On-Site Allowance contained in clause 9.1 of this Agreement in addition to the base rate of pay in this Schedule.

Schedule 3.1.3 Stream A Supervisors Who Supervise Stream B and/or Stream C Employees	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Annual salary	Annual salary	Annual salary
Level 3 Step 1	\$ 76,745	\$ 80,198	\$ 83,406
Level 3 Step 2	\$ 78,513	\$ 82,046	\$ 85,328
Level 3 Step 3	\$ 80,342	\$ 83,957	\$ 87,315
Level 3 Step 4	\$ 82,222	\$ 85,922	\$ 89,359
Level 4 Step 1	\$ 84,121	\$ 87,907	\$ 91,423
Level 4 Step 2	\$ 86,022	\$ 89,893	\$ 93,489
Level 4 Step 3	\$ 87,924	\$ 91,880	\$ 95,556

Schedule 3.1.3 Stream A Supervisors Who Supervise Stream B and/or Stream C Employees	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Annual salary	Annual salary	Annual salary
Level 4 Step 4	\$ 89,825	\$ 93,867	\$ 97,622
Level 5 Step 1	\$ 91,724	\$ 95,852	\$ 99,686
Level 5 Step 2	\$ 93,626	\$ 97,839	\$ 101,752
Level 5 Step 3	\$ 95,527	\$ 99,826	\$ 103,819
Level 6 Step 1	\$ 98,694	\$ 103,135	\$ 107,261
Level 6 Step 2	\$ 101,862	\$ 106,445	\$ 110,703
Level 6 Step 3	\$ 105,031	\$ 109,758	\$ 114,148
Level 7 Step 1	\$ 108,199	\$ 113,068	\$ 117,590
Level 7 Step 2	\$ 111,366	\$ 116,377	\$ 121,033
Level 7 Step 3	\$ 114,533	\$ 119,687	\$ 124,475

- (a) Schedule 3.1.3 applies to Stream A Award Employees, who have Employees classified by either the Stream B and/or Stream C Award/s, under their immediate supervision (Stream A Supervisors).
- (b) Under the previous Certified Agreement, Stream A Supervisors, who had Stream B and/or Stream C Employees under their immediate supervision, were required to work a 38-hour week due to their supervision of such Employees. Under this Agreement, the annual salary of Stream A Supervisors shall be maintained for the purpose of applying Agreement increases, notwithstanding the reduction of ordinary hours of duty to an average of 36 hours per week in this Agreement. The calculation utilised to determine the annual salary for a Stream A Supervisor in this Schedule shall be as follows: (Agreement Rate in Schedule 2.1.1 / 36) x 38.
- (c) Where it is necessary to establish an hourly rate for the purpose of calculating overtime, the hourly rate of pay shall be derived with reference to the Employee's Annualised Salary in this Schedule. For the avoidance of doubt, the divisor used to determine an hourly rate of pay shall be 36.

SCHEDULE 3.2 STREAM B DIVISION 2 SECTION 5 OPERATIONAL SERVICES

	1 st Increase	2 nd Increase	3 rd Increase
Schedule 3.2.1 Animal Management Officer	5.00%	4.50%	4.00%
	Fortnightly wage	Fortnightly wage	Fortnightly wage
Animal Management Officer (Level 6 + \$1500 p.a.) ^(b)	\$ 2,501.54	\$ 2,611.52	\$ 2,713.67
21% weekend work roster allowance (Roster Allowance) ^(d)	\$ 525.32	\$ 548.42	\$ 569.87
Replace 5 th week annual leave Animal Management Officer ^(c)	\$ 59.66	\$ 61.49	\$ 63.87

- (a) Schedule 3.2.1 applies to Employees primarily employed to undertake duties in the position of Animal Management Officer.
- (b) Employees covered by this Schedule are entitled to receive an additional all-purpose payment of \$1500 per annum, which forms part of the base rate of pay. Employees are entitled to receive this payment to replace the Certificate Allowance and Kennel Cleaning Allowance, that was paid under to Employees under the previous Certified Agreement.
- (c) Under the previous Certified Agreement, Employees, other than casuals, who worked a regular roster which included ordinary hours of duty on a Saturday or Sunday received five (5) weeks of Annual Leave each year. As such, for discontinuing the entitlement to a fifth week of annual leave under this Agreement, Employees, other than casuals, who work a regular roster that includes ordinary hours of duty on a Saturday or Sunday each week are entitled to receive an additional all-purpose payment, which forms part of the base rate of pay. This payment is equivalent to 1/52nd of the Employee’s annual base rate of pay (which also includes Roster Allowance and Construction/Onsite Allowance) and is split into equal instalments, paid per the Schedule above.
- (d) In addition, Employees, other than casuals, who work a regular roster that includes ordinary hours of duty on a Saturday or Sunday each week are entitled to receive the Roster Allowance in addition to the base rate of pay in this Schedule. The Roster Allowance is an all-purpose allowance, which forms part of the Employee’s base rate of pay and is calculated at 21% of the Employee’s classification Level per the Schedule above.
- (e) Employees who receive the Roster Allowance are not entitled to claim the penalty payments contained in clause 15.2 of the Stream B Award for working ordinary hours of duty on a Saturday or Sunday.
- (f) Employees covered by this Schedule are entitled to receive the Construction/On-Site Allowance contained in clause 9.1 of this Agreement in addition to the base rate of pay.

Schedule 3.2.2 Beach Lifeguard	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Fortnightly wage	Fortnightly wage	Fortnightly wage
Beach Lifeguard Grade 1 (Level 5 + 0.7% + \$ 1726 p.a.)	\$ 2,465.09	\$ 2,573.03	\$ 2,673.30
Beach Lifeguard Grade 2 (Level 5 + 4.4% + \$1726 p.a.)	\$ 2,553.22	\$ 2,665.13	\$ 2,769.08
Beach Lifeguard Grade 3 (Level 5 + 7.6% + \$1726 p.a.)	\$ 2,629.45	\$ 2,744.79	\$ 2,851.92
Beach Lifeguard Grade 4 (Level 5 + 8.8% + \$1726 p.a.)	\$ 2,658.03	\$ 2,774.66	\$ 2,882.99
Beach Lifeguard Grade 5 (Level 5 + 16.2% + \$1726 p.a.)	\$ 2,834.30	\$ 2,958.86	\$ 3,074.56
Replace 5th week annual leave Beach Lifeguard Grade 1 ^(d)	\$ 48.86	\$ 50.93	\$ 52.86
Replace 5th week annual leave Beach Lifeguard Grade 2 ^(d)	\$ 50.55	\$ 52.70	\$ 54.70
Replace 5th week annual leave Beach Lifeguard Grade 3 ^(d)	\$ 52.02	\$ 54.23	\$ 56.29
Replace 5th week annual leave Beach Lifeguard Grade 4 ^(d)	\$ 52.57	\$ 54.81	\$ 56.89
Replace 5th week annual leave Beach Lifeguard Grade 5 ^(d)	\$ 55.96	\$ 58.35	\$ 60.58

- (a) Schedule 3.2.2 applies to Employees primarily employed to undertake duties in the position of Beach Lifeguard.
- (b) Beach Lifeguard is classified at Level 5 plus the margin percentage of the base Agreement rate of pay plus \$1726 per annum to replace City specific Allowances that were paid under the previous Certified Agreement.
- (c) Progression through the above classification grades shall be as follows:
- GRADE 1 Commencement
- 2 After 6 months completion of satisfactory service
- 3 After 12 months completion of satisfactory service
- 4 After 3 years completion of satisfactory service
- 5 After 5 years completion of satisfactory service
- (d) Under the previous Certified Agreement, Employees, received five (5) weeks of Annual Leave each year. As such, for discontinuing the entitlement to a fifth week of annual leave under this Agreement, Employees shall receive are entitled to receive an additional all-purpose payment, which forms part of the base rate of pay. This payment is equivalent to 1/52nd of the Employee's annual base rate of pay (which also includes Construction/Onsite Allowance) and is split into equal instalments, paid per the Schedule above.
- (e) Employees covered by this Schedule are entitled to receive the Construction/On-Site Allowance contained in clause 9.1 of this Agreement in addition to the base rate of pay.

Schedule 3.2.3 Vector, Urban Pest & Biosecurity Services Employees	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Fortnightly wage	Fortnightly wage	Fortnightly wage
Pest Management Technician Grade 1 (Level 4 + 12.9%)	\$ 2,655.88	\$ 2,775.39	\$ 2,886.41
Pest Management Technician Grade 2 (Level 4 + 14.7%)	\$ 2,698.22	\$ 2,819.64	\$ 2,932.43
Pest Management Technician Grade 3 (Level 4 + 15.6%)	\$ 2,719.39	\$ 2,841.77	\$ 2,955.44
Pest Management Technician Grade 4 (Level 4 + 18.0%)	\$ 2,775.85	\$ 2,900.76	\$ 3,016.79
Pest Management Technician Grade 5 (Level 4 + 19.5%)	\$ 2,811.14	\$ 2,937.64	\$ 3,055.14
Pest Management Technician (Weeds) Grade 1 (Level 4 + 6.8%)	\$ 2,512.38	\$ 2,625.44	\$ 2,730.45
Pest Management Technician (Weeds) Grade 2 (Level 4 + 8.9%)	\$ 2,561.78	\$ 2,677.06	\$ 2,784.14
Pest Management Technician (Weeds) Grade 3 (Level 4 + 11.1%)	\$ 2,613.53	\$ 2,731.14	\$ 2,840.39
Pest Management Technician (Weeds) Grade 4 (Level 4 + 12.9%)	\$ 2,655.88	\$ 2,775.39	\$ 2,886.41

- (a) Schedule 3.2.3 applies to Employees primarily employed in a position that is required to undertake duties which includes, but is not limited to the management of pests, termites, weeds, or vegetation. Employee are classified at a Level 4 plus the margin percentage of the base Agreement rate of pay.
- (b) Employees covered by this Schedule are entitled to receive the Construction/On-Site Allowance contained at clause 9.1 of this Agreement in addition to the base rate of pay.

Schedule 3.2.4 City Parking Officer	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Fortnightly wage	Fortnightly wage	Fortnightly wage
City Parking Officer – Monday to Friday Roster			
City Parking Officer (Level 6)	\$ 2,443.85	\$ 2,553.82	\$ 2,655.98
City Parking Officer Leading Hand Grade 1 (Level 7) ^(f)	\$ 2,507.77	\$ 2,620.62	\$ 2,725.44
City Parking Officer Leading Hand Grade 2 (Level 7 + 8%) ^(f)	\$ 2,708.39	\$ 2,830.27	\$ 2,943.48
City Parking Officer Leading Hand Grade 3 (Level 7 + 16%) ^(f)	\$ 2,909.01	\$ 3,039.92	\$ 3,161.51
City Parking Officer (Level 6)	\$ 2,443.85	\$ 2,553.82	\$ 2,655.98
19% Saturday work (Roster Allowance)	\$ 464.33	\$ 485.23	\$ 504.64
23% Sunday work (Roster Allowance)	\$ 562.09	\$ 587.38	\$ 610.87
Replace 5th week annual leave – 19% Saturday work ^(b)	\$ 57.38	\$ 59.89	\$ 62.23
Replace 5th week annual leave – 23% Sunday work ^(b)	\$ 59.26	\$ 61.86	\$ 64.27
City Parking Officer Leading Hand Grade 1 (Level 7)^(f)	\$ 2,507.77	\$ 2,620.62	\$ 2,725.44
19% Saturday work (Roster Allowance)	\$ 476.48	\$ 497.92	\$ 517.83
23% Sunday work (Roster Allowance)	\$ 576.79	\$ 602.74	\$ 626.85
Replace 5th week annual leave – 19% Saturday work ^(b)	\$ 58.84	\$ 61.42	\$ 63.82
Replace 5th week annual leave – 23% Sunday work ^(b)	\$ 60.77	\$ 63.44	\$ 65.92
City Parking Officer Leading Hand Grade 2 (Level 7 + 8%)^(f)	\$ 2,708.39	\$ 2,830.27	\$ 2,943.48
19% Saturday work (Roster Allowance)	\$ 514.59	\$ 537.75	\$ 559.26
23% Sunday work (Roster Allowance)	\$ 622.93	\$ 650.96	\$ 677.00
Replace 5th week annual leave – 19% Saturday work ^(b)	\$ 63.43	\$ 66.22	\$ 68.81
Replace 5th week annual leave – 23% Sunday work ^(b)	\$ 65.51	\$ 68.40	\$ 71.07
City Parking Officer Leading Hand Grade 3 (Level 7 + 16%)^(f)	\$ 2,909.01	\$ 3,039.92	\$ 3,161.51
19% Saturday work (Roster Allowance)	\$ 552.71	\$ 577.58	\$ 600.69
23% Sunday work (Roster Allowance)	\$ 669.07	\$ 699.18	\$ 727.15
Replace 5th week annual leave – 19% Saturday work ^(b)	\$ 68.02	\$ 71.02	\$ 73.80
Replace 5th week annual leave – 23% Sunday work ^(b)	\$ 70.26	\$ 73.36	\$ 76.23

- (a) Schedule 3.2.4 applies to Employees who are primarily employed to undertake duties in the position of City Parking Officer or City Parking Officer Leading Hand.
- (b) Under the previous Certified Agreement, Employees, other than casuals, who worked a regular roster which included ordinary hours of duty on a Saturday or Sunday received five (5) weeks of Annual Leave each year. As such, for discontinuing the entitlement to a fifth week of annual leave under this Agreement, Employees, other than casuals, who work a regular roster that includes ordinary hours of duty on a Saturday or Sunday each week are entitled to receive an additional all-purpose payment, which forms part of the base rate of pay. This payment is equivalent to 1/52nd of the Employee's annual base rate of pay (which also includes Roster Allowance and Construction/Onsite Allowance) and is split into equal instalments, paid per the Schedule above.
- (c) In addition, Employees, other than casuals, who work a regular roster that includes ordinary hours of duty on a Saturday or Sunday each week are entitled to receive the Roster Allowance in addition to the base rate of pay in this Schedule. The Roster Allowance is an all-purpose allowance, which forms part of the Employee's base rate of pay and is calculated as follows:
 - (i) For a roster that includes ordinary hours of duty on a Saturday each week – 19% of the Employee's classification Level per the Schedule above; or
 - (ii) For a roster that includes ordinary hours of duty on a Sunday each week – 23% of the Employee's classification Level per the Schedule above.
- (d) Employees who receive the Roster Allowance are not entitled to claim the penalty payments contained in clause 15.2 of the Stream B (Division 2 – Section 5) Award for working ordinary hours of duty on a Saturday or Sunday.
- (e) Employees covered by this Schedule are entitled to receive the Construction/On-Site Allowance in clause 9.1 of this Agreement in addition to the applicable base rate of pay.
- (f) Only City Parking Leading Hand Grade 1 are entitled to the Leading hand allowance contained at clause 13.11 of Stream B Award in addition to the applicable base rate of pay.

Schedule 3.2.5 Utilities Network Maintenance Annualised Live Sewer Allowance – 17.4%^(a)	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Fortnightly allowance	Fortnightly allowance	Fortnightly allowance
Level 3	\$ 404.08	\$ 422.26	\$ 439.15
Level 4	\$ 409.32	\$ 427.74	\$ 444.85
Level 5	\$ 414.47	\$ 433.12	\$ 450.45
Level 6	\$ 425.23	\$ 444.37	\$ 462.14
Level 7	\$ 436.35	\$ 455.99	\$ 474.23
Level 8	\$ 447.94	\$ 468.10	\$ 486.82
Level 9	\$ 460.55	\$ 481.28	\$ 500.53

(a) Refer to clause 9.3 Annualised Live Sewer Allowance

Schedule 3.2.6 Transfer Station Operators 4 on / 4 off roster	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Fortnightly wage	Fortnightly wage	Fortnightly wage
Level 3 (CA2024 Year 1)	\$2,322.29	\$2,426.79	\$2,523.86
Additional payment for 4 on / 4 off roster (Supplementary Allowance) 20.0%	\$464.46	\$485.36	\$504.77
Additional payment for annual leave > 4 weeks(d) 3.3%	\$76.64	\$80.08	\$83.29
Total all-purpose rate of pay per fortnight	\$2,863.38	\$2,992.23	\$3,111.92

- (a) Schedule 3.2.6 applies to Employees primarily employed as Transfer Station Operators at the City’s Waste & Recycling Centres on 4 days on, 4 days off working arrangement across an 8 week roster cycle (4 On / 4 Off Roster). Employees undertaking duties under the 4 On / 4 Off Roster shall work an average of 35 ordinary hours per week.
- (b) The rate of pay in this Schedule includes a supplementary all-purpose allowance equivalent to 20% of a Level 3 rate (Supplementary Allowance). The Supplementary Allowance is paid to Employees in satisfaction of the following: penalty payments for working ordinary hours of duty on a weekend, working public holidays in accordance with the 4 On / 4 Off Roster, and the entitlement to the Construction/On-Site Allowance. For the avoidance of doubt, Employees performing duties under the 4 On / 4 Off Roster shall not be entitled to claim the penalties contained at clause 15.2 of the Stream B Award for working ordinary time on a weekend.
- (c) Whilst the rate of pay in this Schedule includes payment for public holidays, in recognition of the impact of working public holidays, Employees who actually perform duties on a public holiday will be paid an additional 150% loading (i.e. will be paid double time and a half for the hours worked). No extra day in lieu of the Public Holiday shall be accrued. Consequently, the taking of leave on public holidays will need to be supported by an application for leave.
- (d) Under the previous Certified Agreement, Employees, other than casuals, received 200 hours (i.e., 20 x 10 hours) of Annual Leave. Under this Agreement, the Annual Leave shall be calculated based on an ordinary day with reference to the 4 On / 4 Off Roster (i.e., meaning that the value of an Annual Leave Day is seven (7) hours). As such, for discontinuing the 200 hours of Annual Leave each year under this Agreement, the City shall pay an additional 3.3% all-purpose loading of the Employee’s annual base rate of pay. This payment shall be split into equal instalments, which are paid per the Schedule above.

4 On / 4 Off Roster

	MON	TUE	WED	THU	FRI	SAT	SUN	Hours worked
week 1	10	10	10	10				40
week 2		10	10	10	10			40
week 3			10	10	10	10		40
week 4				10	10	10	10	40
week 5					10	10	10	30
week 6	10					10	10	30
week 7	10	10					10	30
week 8	10	10	10					30
	Work days:		28		Non work days:		28	

SCHEDULE 3.3 STREAM C DIVISION 2 SECTION 1 BUILDING TRADES SERVICES

Schedule 3.3.1 Building Trades Services Plus Annualised Travel Time	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Fortnightly wage	Fortnightly wage	Fortnightly wage
Building Tradesperson (Level 1 + \$1862 p.a.)	\$ 2,453.62	\$ 2,560.81	\$ 2,660.37
Building Tradesperson (Level 2 + \$1862 p.a.)	\$ 2,529.75	\$ 2,640.36	\$ 2,743.11
Building Tradesperson (Level 3 + \$1862 p.a.)	\$ 2,632.89	\$ 2,748.15	\$ 2,855.21

- (a) All above classifications include travel time allowance of \$1862 per annum, paid for all purposes, as defined in Stream C Building Trades Award PART 8 - Transfers, Travelling, Working Away, Camps, Equipment, Tools, and Amenities.

SCHEDULE 3.4 STREAM C DIVISION 2 SECTION 2 ENGINEERING AND ELECTRICAL / ELECTRONIC SERVICES

Schedule 3.4.1 Electrician (excluding Auto Electrician)	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Fortnightly wage	Fortnightly wage	Fortnightly wage
C5	\$ 3,680.28	\$ 3,845.89	\$ 3,999.73
C6	\$ 3,320.07	\$ 3,469.47	\$ 3,608.25
C7	\$ 3,220.03	\$ 3,364.93	\$ 3,499.53
C8	\$ 3,032.71	\$ 3,169.18	\$ 3,295.95
C9	\$ 2,951.61	\$ 3,084.44	\$ 3,207.81
C10	\$ 2,870.56	\$ 2,999.73	\$ 3,119.72

- (a) Schedule 3.4.1 applies to Employees who are primarily employed to undertake duties as an Electrician (excluding Auto Electrician).
- (b) Employees covered by this Schedule are entitled to receive the Construction/On-Site Allowance contained at clause 9.1 of this Agreement in addition to the base rate of pay.

Schedule 3.4.2 Electrician (excluding Auto Electrician) Annualised Live Sewer Allowance – 14.1%^(a)	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Fortnightly allowance	Fortnightly allowance	Fortnightly allowance
C5	\$ 529.55	\$ 552.90	\$ 574.59
C6	\$ 478.76	\$ 499.83	\$ 519.39
C7	\$ 464.66	\$ 485.09	\$ 504.06
C8	\$ 438.24	\$ 457.49	\$ 475.36
C9	\$ 426.81	\$ 445.54	\$ 462.93
C10	\$ 415.38	\$ 433.59	\$ 450.51

- (a) Refer to Clause 9.3

Schedule 3.4.3 Mechanical Fitter and Turner Annualised Live Sewer Allowance – 18.8%^(a)	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Fortnightly allowance	Fortnightly allowance	Fortnightly allowance
C6	\$ 562.43	\$ 587.73	\$ 611.24
C7	\$ 518.00	\$ 541.31	\$ 562.96
C8	\$ 505.30	\$ 528.04	\$ 549.16
C9	\$ 493.28	\$ 515.48	\$ 536.10
C10	\$ 481.66	\$ 503.33	\$ 523.47
C11	\$ 464.65	\$ 485.56	\$ 504.99

(a) Refer to clause 9.3.

Schedule 3.4.4 Mechanical Engineering Allowance	1 st Increase	2 nd Increase	3 rd Increase
	5.00%	4.50%	4.00%
	Fortnightly allowance	Fortnightly allowance	Fortnightly allowance
Mechanical Engineering Allowance	\$ 180.00	\$ 188.10	\$ 195.62

- (a) The Mechanical Engineering Allowance (Mechanical Allowance) applies to Employees employed in the position of Mechanic; Fitter and Turner; Panel Beater; Spraypainter; Boilermaker; Auto Electrician; Radio Technician; Vehicle Accessory Fitter; Fleet Maintenance Tradesperson. The Mechanical Allowance shall be treated as part of the base rate of pay and paid for all purposes.
- (b) The above rates of pay have been negotiated in recognition of the multitude of disability allowances contained at clause 13 of the Stream C Award that employees are ordinarily entitled to receive in the discharge of their duties. Employees covered by this Schedule are not to entitled to claim the allowances contained in clause 13 of the Stream C Award, with the exception of the following, subject to their working conditions:
- (i) Electrical labourers' allowances – clause 13.7
 - (ii) First-aid allowance – clause 13.9
 - (iii) Height allowance – clause 13.10
 - (iv) Leading hand allowance – clause 13.12
 - (v) Live sewer work – clause 13.13
 - (vi) Marker-off allowance – clause 13.14
 - (vii) Overtime meal allowances and meal breaks – clause 13.16
 - (viii) Tool allowance – clause 13.25
 - (ix) Work in the rain – clause 13.26
- (c) For the avoidance of doubt, Employees who are in receipt of the Live Sewer Annualisation payment at clause 9.3 of the Agreement are not entitled to claim Live Sewer Work contained in clause 13.13 of the Stream C Award.

SCHEDULE 4 WATER AND SEWERAGE ANNUALISED PAYMENTS FOR ROSTERS AND AFTER HOURS / ON CALL ARRANGEMENTS

SCHEDULE 4.1 STREAM A DIVISION 2 SECTION 1 ADMINISTRATIVE, CLERICAL, TECHNICAL, PROFESSIONAL, COMMUNITY SERVICE, SUPERVISORY AND MANAGERIAL SERVICES

Schedule 4.1.1 Operations Control Centre

- (a) Schedule 4.1.1 applies to shift workers who are employed to undertake duties in the Operations Control Centre in accordance with a continuous shift work roster cycle (Roster). An Employee who undertakes duties on the Roster for a period of at least one (1) week shall be covered by this Schedule.
- (b) The Roster shall be developed and managed collaboratively by the Employees on the Roster and the relevant line leader.
- (c) Employees covered by this Schedule receive an annualised salary for all purposes (Annualised Salary). The calculation of the Annualised Salary is an average of all time worked under the Roster in accordance with the Formula at sub-clause (h). Should the Roster be varied, the Annualised Salary shall be recalculated in accordance with sub-clause (h).
- (d) The Annualised Salary is in satisfaction of the Award and Agreement provisions contained in sub-clause (d) of this Schedule. An Employee shall be precluded from claiming an additional payment under the following provisions while an Employee is undertaking duties in accordance with the Roster:
 - (i) Award Clause 15.3 (Ordinary hours of duty – shift workers);
 - (ii) Award Clause 15.6 (Payment for working ordinary hours – shift workers);
 - (iii) Award Clause 18.3 (Payment for overtime – shift workers);
 - (iv) Award Clause 23.1 (Payment for public holidays and for work on a public holiday);
 - (v) Agreement Clause 6.1 (Ordinary Hours of Duty and Overtime – General Provisions); and
 - (vi) Agreement Clauses 10.19.1, 10.19.2 and 10.19.3 (Public Holidays).
- (e) Where an additional public holiday is proclaimed or gazetted in accordance with Agreement clause 10.19.4, the Employee shall be entitled to an additional payment, calculated as the difference between the public holiday penalty rate of 250% and the rate the Employee would normally be paid for the rostered shift on such a day, or part day thereof.
- (f) Employees shall be required to work Public Holidays in accordance with the Roster, with the understanding that over a period all Employees will work an equitable share of Public Holidays.
- (g) Where an Employee is instructed to work additional hours outside the Roster, the Employee shall be entitled to overtime for such hours in accordance with the relevant Award and Agreement provisions.

(h)			
Components	Formula	Worked Example ¹	
Base Agreement rate	Determined by the classification grade i.e. Level and Step in the Stream A Award.	Level 4 Step 4	\$85,098 per annum \$3,273 per fortnight \$45.46 per hour
Roster	Roster per sub-clauses (a) and (b)	7-line roster	
Conversion of shift penalties and overtime to single time equivalent hours (including Public Holidays)	<p>An average of all hours across each roster line with penalties and overtime applied to individual shifts as they are rostered to work as follows:</p> <p>Except as otherwise provided for, relevant shift penalties are applied to each shift as specified in Award cl. 15.6. For the purpose of Award cl.15.6, a 25% shift penalty shall be applied to a night shift lieu of the 15% shift penalty.</p> <p>Overtime rates are payable for any hours in excess of 8 per shift.</p> <p>Overtime rates are payable at double time except overtime on Public Holidays, which shall be paid for such time at double the overtime rate prescribed in Award clause 18.2. To establish the quantum of payment for ordinary time and overtime, the rostered hours worked are converted to single time equivalent hours (e.g. 8 hours night shift at 125% converts to 10 of single time equivalent hours; 5 hours overtime = 10 single time equivalent hours)</p>	<p>Average of hours across the 7-line roster for 2024:</p> <p>578.09 hrs x 100% = 578.09 802.44 hrs x 125% = 1007.69 266.00 hrs x 150% = 399.00 172.09 hrs x 200% = 344.19 60.21 hrs x 250% = 150.53 3.84 hrs x 300% = 11.51 1.76 hrs x 400% = 7.05</p> <p>Total single time equivalent hours = 2,493.41 per annum or 47.95 per week</p>	2,493.41 total single time equivalent hours per annum
All-Purpose rate	Base Agreement hourly rate for classification x single time equivalent hours per annum = Annualised Salary	Level 4 Step 4 \$45.46 x 2,493.41	\$113,346 per annum \$4,359.46 per fortnight \$60.55 per hour

¹ The hourly rates of pay and total single time equivalent hours in this Schedule have been rounded to two decimal places for display purposes – the actual numerical values to nth decimal place are used in all computations of the all-purpose rate.

Schedule 4.1.2 Infrastructure Gold Coast – On Call Supervisors and Network Monitoring Officer

- (a) Schedule 4.1.2 applies to Employees classified under the Stream A Award primarily employed in a position listed in sub-clause (k), and who are required to undertake regular on call work in accordance with a roster.
- (b) Employees shall receive an annualised base rate of pay paid for all purposes of this Agreement, which is calculated in accordance with the Formula at sub-clause (l) (Annualised Salary). The Annualised Salary is in satisfaction of the following Award and Agreement provisions:
 - (i) Agreement Clause 6.1 (Ordinary Hours of Duty and Overtime – General Provision) – excluding planned overtime authorised by management;
 - (ii) Agreement Clause 9.5 (On-Call Allowance);
 - (iii) Agreement Clause 9.6 (Call Out Payment);
 - (iv) Award Clause 13.6 (Work in the rain); and
 - (v) Award Clause 13.7 (Work under extraordinarily difficult or unpleasant conditions)
- (c) Employees shall be required to perform duties in accordance with a regular on-call roster. The on-call roster frequency shall be determined by the relevant line leader in consultation with the Employee. Generally, an Employee shall be required to perform rostered on call between the following frequencies: 1 week on call in every 3 weeks (1 in 3) and 1 week on call in every 6 weeks (1 in 6).
- (d) For the purpose of sub-clause (l), an Employee shall be entitled to a minimum payment in respect of the **On Call Allowance** and **Call Out Payment**, calculated with reference to an Employee undertaking on call work 1 week in every 4 weeks (1 in 4). For example, an Employee who undertakes duties in accordance with a 1 in 6 on call roster shall receive the **On Call Allowance** and **Call Out Payment** calculated based on a 1 in 4 on call roster.
- (e) Subject to operational requirements, the City may engage an Employee classified at Level 7 or Level 8 of the Stream A Award to perform duties in accordance with a regular on-call roster. An Employee engaged under such arrangement shall be entitled to the Annualised Salary at sub-clause (l), however the calculation of the **On Call Allowance**, **Call Out Payment** and **Business Continuity Allowance (BCA)** shall be equal to a Level 6 Step 3 in Schedule 3.1.3.
- (f) The BCA is paid to Employees in recognition of overtime duties (excluding planned overtime) that may be required to be undertaken outside the ordinary hours of duty where the Employee is not rostered on-call. The BCA is equal to specified percentage in the sub-clause (k) of the Employee's Agreement Base Rate.
- (g) Where the Agreed Call Outs in sub-clause (k) are exceeded at the end of the financial year, all Employees in their respective Business Unit shall be entitled to an additional payment. This additional payment shall be calculated as follows:

Total Additional Call Outs x (3 hours x All Purpose Hourly Rate of Pay x 2)

- (h) The additional payment prescribed in sub-clause (g) shall be divided into equal amounts and paid to the Employees engaged in the respective Business Unit at the end of the financial year.
- (i) When an Employee is required to respond to 1 or 2 phone calls in relation to any single after hours event this would not be deemed to be a call out. However in circumstances e.g., such as Major Works to Failed Assets, Heavy Rainfall Events or Treatment Plant Process Failures where an Employee is required to respond to numerous phone calls in a single event, such circumstances would be logged as call outs against that specific area's call out quota.
- (j) Where any single Call Out event requires an Employee to attend to such an event for more than six (6) consecutive hours, it would be regarded as an extraordinary occurrence and as such, those hours worked over and above six (6) hours would be paid at the relevant overtime rate to the Employee.

(k)			
Business Unit & Position	Agreement Base Rate[^]	Agreed Call Outs²	BCA⁺
Utilities Treatment Plants Operations: Supervisor Treatment Plant	Refer Schedule 3.1.3 for Classification Level & Step	105	7%
Utilities Network Maintenance: Supervisor Civil Maintenance / Construction	Refer to Schedule 3.1.3 for Classification Level & Step	286	7%
Mechanical and Electrical: Maintenance Supervisor Mechanical / Electrical	Refer to Schedule 3.1.3 for Classification Level & Step	201	7%
Utilities Network Operations: Supervisor Network Operations	Refer to Schedule 2.1.1 for Classification Level & Step	105	7%
Utilities Network Operations: Network Operations Officer Network Operations Technical Officer	Refer to Schedule 2.1.1 for Classification Level & Step	144	4%

² The Agreed Call Outs is the cumulative total of all Call Outs that Employees are expected to undertake within their respective Business Unit each financial year.

(l) Annualised Salary			
Components	Formula	Worked Example	\$\$
Agreement Base Rate [^]		Supervisor Civil Maintenance / Construction Level 6 Step 3	\$105,031
Ordinary Hourly Rate of Pay Derived from Agreement Base Rate	Agreement Base Salary / 52 / 36	\$105,031 / 52 / 36	\$56.11
On Call Allowance	(\$65 per day x 7 days per week x 52 weeks) / On Call Roster Frequency	(\$65 x 7 x 52) / 4	\$ 5,915
Call Out Payment	Agreed Call Outs Per Business Unit x (3 hours x Ordinary Hourly Rate of Pay Derived from Agreement Base Rate x 2) / Roster Frequency.	286 x (3 x 56.11 x 2) / 4	\$ 24,071
BCA ⁺	Agreement Salary x BCA	(\$105,031 x 7%)	\$7,352
All Purpose Salary	Agreement Base Rate + On Call Allowance + Call Out Payment + BCA		\$142,369

(m) The indicative rates of pay set out below are calculated in accordance with the Formula at sub-clause (l).

			1st Increase	2nd Increase	3rd Increase
Position	Classification	On Call Roster Frequency	5.00%	4.50%	4.00%
Supervisor Treatment Plant	Level 5 Step 1	1/4	\$ 111,777	\$ 116,541	\$ 120,966
Supervisor Treatment Plant	Level 5 Step 2	1/4	\$ 113,971	\$ 118,834	\$ 123,351
Supervisor Treatment Plant	Level 5 Step 3	1/4	\$ 116,166	\$ 121,127	\$ 125,736
Supervisor Treatment Plant	Level 6 Step 1	1/3	\$ 124,561	\$ 129,811	\$ 134,688
Supervisor Treatment Plant	Level 6 Step 1	1/4	\$ 119,821	\$ 124,947	\$ 129,708
Supervisor Treatment Plant	Level 6 Step 2	1/3	\$ 128,305	\$ 133,724	\$ 138,758
Supervisor Treatment Plant	Level 6 Step 2	1/4	\$ 123,477	\$ 128,767	\$ 133,681
Supervisor Treatment Plant	Level 6 Step 3	1/3	\$ 132,053	\$ 137,640	\$ 142,830
Supervisor Treatment Plant	Level 6 Step 3	1/4	\$ 127,135	\$ 132,590	\$ 137,657
Appropriately Classified Utilities Treatment Plants Operations Position	Level 7 Step 1	1/4	\$ 130,303	\$ 135,900	\$ 141,099
Appropriately Classified Utilities Treatment Plants Operations Position	Level 7 Step 2	1/4	\$ 133,470	\$ 139,210	\$ 144,542
Appropriately Classified Utilities Treatment Plants Operations Position	Level 7 Step 3	1/4	\$ 136,637	\$ 142,520	\$ 147,984
Appropriately Classified Utilities Treatment Plants Operations Position	Level 8 Step 1	1/4	\$ 149,907	\$ 156,387	\$ 162,405
Appropriately Classified Utilities Treatment Plants Operations Position	Level 8 Step 2	1/4	\$ 154,011	\$ 160,676	\$ 166,866
Appropriately Classified Utilities Treatment Plants Operations Position	Level 8 Step 3	1/4	\$ 158,153	\$ 165,004	\$ 171,367
Appropriately Classified Utilities Treatment Plants Operations Position	Level 8 Step 4	1/4	\$ 162,143	\$ 169,173	\$ 175,703
Appropriately Classified Utilities Treatment Plants Operations Position	Level 8 Step 5	1/4	\$ 166,129	\$ 173,339	\$ 180,036
Supervisor Civil Maintenance / Construction	Level 6 Step 1	1/3	\$ 143,646	\$ 149,755	\$ 155,430
Supervisor Civil Maintenance / Construction	Level 6 Step 1	1/4	\$ 134,135	\$ 139,905	\$ 145,265
Supervisor Civil Maintenance / Construction	Level 6 Step 2	1/3	\$ 148,003	\$ 154,308	\$ 160,165
Supervisor Civil Maintenance / Construction	Level 6 Step 2	1/4	\$ 138,250	\$ 144,205	\$ 149,737

(m) The indicative rates of pay set out below are calculated in accordance with the Formula at sub-clause (l).

			1st Increase	2nd Increase	3rd Increase
Position	Classification	On Call Roster Frequency	5.00%	4.50%	4.00%
Supervisor Civil Maintenance / Construction	Level 6 Step 3	1/3	\$ 152,363	\$ 158,864	\$ 164,904
Supervisor Civil Maintenance / Construction	Level 6 Step 3	1/4	\$ 142,368	\$ 148,509	\$ 154,212
Appropriately Classified Utilities Network Maintenance Position	Level 7 Step 1	1/4	\$ 145,536	\$ 151,818	\$ 158,684
Appropriately Classified Utilities Network Maintenance Position	Level 7 Step 2	1/4	\$ 148,703	\$ 155,128	\$ 163,157
Appropriately Classified Utilities Network Maintenance Position	Level 7 Step 3	1/4	\$ 151,870	\$ 158,438	\$ 167,629
Appropriately Classified Utilities Network Maintenance Position	Level 8 Step 1	1/4	\$ 165,140	\$ 172,305	\$ 186,364
Appropriately Classified Utilities Network Maintenance Position	Level 8 Step 2	1/4	\$ 169,244	\$ 176,594	\$ 192,160
Appropriately Classified Utilities Network Maintenance Position	Level 8 Step 3	1/4	\$ 173,386	\$ 180,922	\$ 198,007
Appropriately Classified Utilities Network Maintenance Position	Level 8 Step 4	1/4	\$ 177,375	\$ 185,091	\$ 203,640
Appropriately Classified Utilities Network Maintenance Position	Level 8 Step 5	1/4	\$ 181,362	\$ 189,257	\$ 209,269
Supervisor Mechanical and Electrical Maintenance	Level 6 Step 1	1/3	\$ 134,683	\$ 140,389	\$ 145,689
Supervisor Mechanical and Electrical Maintenance	Level 6 Step 1	1/4	\$ 127,413	\$ 132,881	\$ 137,959
Supervisor Mechanical and Electrical Maintenance	Level 6 Step 2	1/3	\$ 138,753	\$ 144,642	\$ 150,112
Supervisor Mechanical and Electrical Maintenance	Level 6 Step 2	1/4	\$ 131,313	\$ 136,955	\$ 142,197
Supervisor Mechanical and Electrical Maintenance	Level 6 Step 3	1/3	\$ 142,825	\$ 148,897	\$ 154,538
Supervisor Mechanical and Electrical Maintenance	Level 6 Step 3	1/4	\$ 135,215	\$ 141,033	\$ 146,438
Appropriately Classified Mechanical and Electrical Maintenance Position	Level 7 Step 1	1/4	\$ 138,382	\$ 144,343	\$ 150,435
Appropriately Classified Mechanical and Electrical Maintenance Position	Level 7 Step 2	1/4	\$ 141,549	\$ 147,653	\$ 154,431
Appropriately Classified Mechanical and Electrical Maintenance Position	Level 7 Step 3	1/4	\$ 144,717	\$ 150,963	\$ 158,428
Appropriately Classified Mechanical and Electrical Maintenance Position	Level 8 Step 1	1/4	\$ 157,986	\$ 164,830	\$ 175,172
Appropriately Classified Mechanical and Electrical Maintenance Position	Level 8 Step 2	1/4	\$ 162,091	\$ 169,119	\$ 180,351
Appropriately Classified Mechanical and Electrical Maintenance Position	Level 8 Step 3	1/4	\$ 166,232	\$ 173,447	\$ 185,577

(m) The indicative rates of pay set out below are calculated in accordance with the Formula at sub-clause (l).

			1st Increase	2nd Increase	3rd Increase
Position	Classification	On Call Roster Frequency	5.00%	4.50%	4.00%
Appropriately Classified Mechanical and Electrical Maintenance Position	Level 8 Step 4	1/4	\$ 170,222	\$ 177,616	\$ 190,611
Appropriately Classified Mechanical and Electrical Maintenance Position	Level 8 Step 5	1/4	\$ 174,209	\$ 181,782	\$ 195,642
Network Monitoring Technical Officer	Level 5 Step 1	1/3	\$ 110,614	\$ 115,237	\$ 119,531
Network Monitoring Technical Officer	Level 5 Step 1	1/4	\$ 106,205	\$ 110,718	\$ 114,910
Network Monitoring Technical Officer	Level 5 Step 2	1/3	\$ 112,743	\$ 117,462	\$ 121,845
Network Monitoring Technical Officer	Level 5 Step 2	1/4	\$ 108,284	\$ 112,891	\$ 117,170
Network Monitoring Technical Officer	Level 5 Step 3	1/3	\$ 114,873	\$ 119,687	\$ 124,159
Network Monitoring Technical Officer	Level 5 Step 3	1/4	\$ 110,363	\$ 115,063	\$ 119,429
Supervisor Network Operations	Level 6 Step 1	1/3	\$ 118,420	\$ 123,394	\$ 128,015
Supervisor Network Operations	Level 6 Step 1	1/4	\$ 113,826	\$ 118,682	\$ 123,193
Supervisor Network Operations	Level 6 Step 2	1/3	\$ 121,968	\$ 127,101	\$ 131,870
Supervisor Network Operations	Level 6 Step 2	1/4	\$ 117,290	\$ 122,301	\$ 126,957
Supervisor Network Operations	Level 6 Step 3	1/3	\$ 125,517	\$ 130,811	\$ 135,728
Supervisor Network Operations	Level 6 Step 3	1/4	\$ 120,755	\$ 125,923	\$ 130,723
Appropriately Classified Supervisor Network Operations Position	Level 7 Step 1	1/4	\$ 123,756	\$ 129,059	\$ 133,985
Appropriately Classified Supervisor Network Operations Position	Level 7 Step 2	1/4	\$ 126,757	\$ 132,194	\$ 137,246
Appropriately Classified Supervisor Network Operations Position	Level 7 Step 3	1/4	\$ 129,757	\$ 135,330	\$ 140,507
Appropriately Classified Supervisor Network Operations Position	Level 8 Step 1	1/4	\$ 133,360	\$ 139,095	\$ 144,422
Appropriately Classified Supervisor Network Operations Position	Level 8 Step 2	1/4	\$ 136,960	\$ 142,857	\$ 148,335
Appropriately Classified Supervisor Network Operations Position	Level 8 Step 3	1/4	\$ 140,593	\$ 146,654	\$ 152,283
Appropriately Classified Supervisor Network Operations Position	Level 8 Step 4	1/4	\$ 144,093	\$ 150,311	\$ 156,087
Appropriately Classified Supervisor Network Operations Position	Level 8 Step 5	1/4	\$ 147,590	\$ 153,965	\$ 159,887

(m) The indicative rates of pay set out below are calculated in accordance with the Formula at sub-clause (l).

			1st Increase	2nd Increase	3rd Increase
Position	Classification	On Call Roster Frequency	5.00%	4.50%	4.00%
Network Operations Officer	Level 4 Step 1	1/3	\$ 103,029	\$ 107,310	\$ 111,287
Network Operations Officer	Level 4 Step 1	1/4	\$ 97,992	\$ 102,135	\$ 105,984
Network Operations Officer	Level 4 Step 2	1/3	\$ 105,179	\$ 109,557	\$ 113,624
Network Operations Officer	Level 4 Step 2	1/4	\$ 100,073	\$ 104,310	\$ 108,246
Network Operations Officer	Level 4 Step 3	1/3	\$ 107,330	\$ 111,804	\$ 115,961
Network Operations Officer	Level 4 Step 3	1/4	\$ 102,154	\$ 106,485	\$ 110,508
Network Operations Officer	Level 4 Step 4	1/3	\$ 109,480	\$ 114,052	\$ 118,298
Network Operations Officer	Level 4 Step 4	1/4	\$ 104,235	\$ 108,660	\$ 112,770
Network Operations Technical Officer	Level 5 Step 1	1/3	\$ 111,628	\$ 116,296	\$ 120,632
Network Operations Technical Officer	Level 5 Step 1	1/4	\$ 106,314	\$ 110,832	\$ 115,029
Network Operations Technical Officer	Level 5 Step 2	1/3	\$ 113,778	\$ 118,543	\$ 122,970
Network Operations Technical Officer	Level 5 Step 2	1/4	\$ 108,395	\$ 113,007	\$ 117,290
Network Operations Technical Officer	Level 5 Step 3	1/3	\$ 115,929	\$ 120,791	\$ 125,307
Network Operations Technical Officer	Level 5 Step 3	1/4	\$ 110,476	\$ 115,182	\$ 119,552

SCHEDULE 4.2 STREAM B DIVISION 2 SECTION 5 OPERATIONAL SERVICES

Schedule 4.2.1 Sewage Treatment Plant Operator

- (a) Schedule 4.4 applies to Employees primarily employed to undertake duties as a Sewage Treatment Plant Operator or Sewage Treatment Plant Operator Assistant.
- (b) Employees shall receive an annualised base rate of pay which is calculated in accordance with the Formula at sub-clause (h) (Annualised Salary).
- (c) The Annualised Salary is in satisfaction of the following Award and Agreement provisions:
 - (i) Award Clause 13.24 (Wet places / working in water);
 - (ii) Award Clause 13.26 (Work in the rain); and
 - (iii) Award Clause 15.1 (Ordinary hours of duty);
 - (iv) Award Clause 15.2 (Arrangement of ordinary hours of duty);
 - (v) Award Clause 15.3 (Spread of ordinary working hours); and
 - (vi) Agreement Clause 6.1 (Ordinary Hours of Duty and Overtime – General Provisions).
- (d) An Employee required to perform duties in accordance with a regular on call roster shall receive an allowance (Roster Allowance) in addition to the Annualised Salary.
- (e) The Roster Allowance shall be calculated in accordance with the Formula at sub-clause (i). The Roster Allowance is an aggregate of the entitlements an Employee shall receive in a 52-week period for undertaking the following duties in accordance with their on-call roster: regular overtime on a weekend and public holidays, and an agreed number of call outs per year depending on their allocated Sewage Treatment Plant (STP).
- (f) The Roster Allowance as set out in this Schedule shall be split into equal instalments and paid per the pay cycle. The Roster Allowance shall not be treated for all-purposes, however it shall be used in the computation of superannuation and leave entitlements. The Roster Allowance is in satisfaction of the following Award and Agreement provisions for duties undertaken in accordance with the Employee's on-call roster:
 - (i) Award Clause 18.2 (Payment for overtime – day workers);
 - (ii) Award Clause 18.5 (On call);
 - (iii) Award Clause 23.1 (Payment for work on a public holiday);
 - (iv) Agreement Clause 10.19 (Public Holidays);
 - (v) Agreement Clause 9.5 (On Call Allowance); and
 - (vi) Agreement Clause 9.6 (Call Out Payment).
- (g) An Employee may be required to perform additional duties that is not compensated for in the Roster Allowance, or for an Employee who is not covered by an on-call roster, duties that are in excess of the

ordinary hours of duty. Where such duties are undertaken, the Employee concerned shall be entitled to receive overtime. For the avoidance of doubt, where it is necessary to establish an hourly rate for the purpose of calculating overtime, the hourly rate of pay shall be derived with reference to the Employee's Annualised Salary in this Schedule.

(h) Annualised Salary

Components	Formula	Worked Example Calculation	
		(Pimpama STP Operator 1/4 On Call Roster)	
			\$\$
Base Agreement Rate for Classification	Determined by the Classification Level i.e. Level 6; 7 or 9.	Level 9	\$68,818
Water Industry Sewage Treatment (WIST) full margin %	22.50% of the Base Agreement Rate for Classification.	22.50% of Level 9	\$15,484
Certificate III % Loading ³	2.0% of the Base Agreement Rate for Classification.	2.0% of Level 9	\$1,376
Dual Plant Competency Loading ⁴	3.0% of Base Agreement Rate for Classification.	3.0% of Level 9	\$2,065
Total	Base Agreement Rate for Classification + WIST full margin % + Certificate III% Loading + Dual Plant Competency Loading		\$ 87,743

(i) Roster Allowance

Components	Formula	Worked Example Calculation	
		(Pimpama STP Operator 1/4 On Call Roster)	
			\$\$
On Call Roster Frequency	On Call roster frequency e.g. 1 week on call in every 3 weeks or 1 week on call in every 4 weeks subject to management direction.	-	

³ This loading is payable only when the Employee satisfies the requirement to achieve Certificate III in wastewater treatment or equivalent.

⁴ This loading is payable only when the Employee satisfies the requirement to achieve competency at more than one Sewage Treatment Plant as determined by management.

(i) Roster Allowance

Components	Formula	Worked Example	
		Calculation (Pimpama STP Operator 1/4 On Call Roster)	\$\$
On Call Allowance	$(\$65 \text{ per day} \times 7 \text{ days per week} \times 52 \text{ weeks}) / \text{Roster Frequency.}$	$(\$65 \text{ per day} \times 7 \text{ days per week} \times 52 \text{ weeks}) / 4$	\$5,915
Agreed Number of Call Outs ⁵	$(\text{Hourly Rate Derived from the Annualised Salary} \times 2 \times 3) \times \text{Call Outs} / 4.$	$(\$46.87 \times 2 \times 3) \times 110 / 4$	\$7,734
Rostered Overtime on Weekends (Including Weekend Days that are Public Holidays) ⁶	Overtime (OT): Saturday = 150% for the first 3 hours and 200% thereafter. Sunday = 200%. The 9 hours in the formula shall be substituted with 7 hours for Employees, who perform 5 hours of OT on each Saturday, Sunday and Public Holiday that falls within their on-call roster. $((3 \text{ hours} \times 1.5) + (9 \text{ hours} \times 2)) \times \text{Hourly Rate Derived from the Annualised Salary.}$	$((3 \text{ hrs} \times 1.5) + (9 \text{ hrs} \times 2)) \times \$46.87 \times 52 \text{ weeks} / 4.$	\$13,710
Belt Press Overtime	This arrangement applies to Operator's Assistants at the Elanora STP calculated as follows: 3 hours overtime at 150% x Hourly rate derived from the Annualised Salary.		\$ 0

⁵ Agreed number of call outs per annum for the Employee depending on their allocated Sewage Treatment Plant (STP) as follows: (Coombabah 164; Elanora 128; Merrimac 106; Pimpama 110).

⁶ Rostered overtime on weekends and public holiday for STP Operator as follows: 6 hours of overtime that is worked on each Saturday, Sunday and Public that falls within the Employee's on-call roster at all STPs. Rostered overtime on weekends and public holiday for STP Operator's Assistant at Coombabah, Merrimac and Pimpama as follows: 5 hours of overtime that is worked on each Saturday, Sunday and Public Holiday that falls within the Employee's on-call roster at Coombabah STP.

(i) Roster Allowance

Components	Formula	Worked Example Calculation (Pimpama STP Operator 1/4 On Call Roster) \$\$
12 Public Holidays (agreed number)	<p>All hours worked on a Public Holiday (PH) that falls within the Employee's on-call roster is paid at 250% x Hourly Rate derived from the Annualised Salary, minus:</p> <p>The ordinary time the Employee has already received as part of their Annualised Salary for a PH falling between Monday and Friday; and</p> <p>The overtime the Employee has already received as part of their Rostered Overtime Paid on a Weekend for Weekend PH's.</p> <p>As such, the calculation of time worked on Public Holidays for the purpose of the Roster Allowance shall be as follows:</p> <p>STP Operator (6 Hours Rostered Overtime) ((Equivalent ordinary time hours for time worked on 12 PH's x 6 hours of Rostered Overtime Paid on a Weekend for Weekend PH's x 2.5 – 82.5 hours already paid in Annualised Salary & Rostered Overtime on a Weekend) x Hourly Rate) / Roster Frequency.</p> <p>Operator Assistant (5 Hours Rostered Overtime) ((Equivalent ordinary time hours for time worked on 12 PH's x 5 hours of Rostered Overtime Paid on a Weekend for Weekend PH's x 2.5 – 68.5 hours already paid in Annualised Salary & Rostered Overtime on a Weekend) x Hourly Rate) / Roster Frequency.</p>	$((12 \times 6 \times 2.5 - 82.5) \times 46.87) / 4$ <p style="text-align: right;">\$1,142</p>
Total	On Call Allowance + Agreed Number of Call Outs + Rostered Overtime on Weekends + 12 Public Holidays	\$28,484
Total Package	Annualised Salary + Roster Allowance.	\$ 116,244