

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Redland City Council Employee's Certified Agreement 1 (2009)

*Matter No. CA/2009/156*

Commissioner Thompson

21 December 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 21 December 2009 the Commission certifies the following written agreement:

**Redland City Council Employee's Certified Agreement 1 (2009) – CA/2009/156**

Made between:

Redland City Council

AND

Transport Workers' Union of Australia, Union of Employees (Queensland Branch);  
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;  
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;  
The Australian Workers' Union of Employees, Queensland;  
Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees;  
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; and  
Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland.

The agreement was certified by the Commission on 21 December 2009 and shall operate from 21 December 2009 until its nominal expiry on 30 June 2012.

This agreement replaces Redland Shire Council - Certified Agreement 6 (2005) (CA/2005/352).

By the Commission.

Commissioner Thompson

## Redland City Council Employees' Certified Agreement No. 1 2009

### Table of Contents

#### PART 1 : APPLICATION AND OPERATION

1. .... Title
2. .... Parties Bound
3. .... Application
4. .... Enterprise Bargaining Team (EBT)
5. .... Implementation of the Agreement
6. .... Length of the Agreement
7. .... Renegotiation
8. .... Relationship to Parent Awards and Instruments
9. .... Objectives of the Agreement
10. .. Posting Of the Agreement
11. .. No Disadvantage
12. .. No Extra Claims
13. .. Working Together
14. .. Communication and Consultation Processes
15. .. Union Encouragement
16. .. Union Delegates
17. .. Union Training Leave
18. .. Union Membership Fee Deduction
19. .. Grievance/Dispute Resolution Procedure
20. .. Local Area Work Agreements (LAWA)
  - General
  - Procedure
  - Certification

#### PART 2 – EMPLOYMENT

21. .. Definition of Part time employment
22. .. Job Share Arrangements
23. .. Probation Period
24. .. Termination of Employment

#### PART 3 – REMUNERATION

25. .. Wage and Salary Increases
26. .. Schedule of Wages
27. .. Allowances

#### PART 4 – EMPLOYEE BENEFITS

28. .. Workplace Facilities
29. .. Healthy Lifestyle Initiatives
30. .. Performance Management System
31. .. Career Development
32. .. Position Description, Re-Evaluation, & Re-Classification
33. .. Skill Development
34. .. Work and Family Arrangements
35. .. Occupational Superannuation
36. .. Recruitment

#### PART 5 – HOURS OF WORK AND FLEXIBLE WORKING ARRANGEMENTS

37. .. Hours of Work
38. .. Make Up Time
39. .. Nine (9) Day Fortnight
40. .. Time Off In Lieu Of Overtime
41. .. Breaks and Rest Pauses
42. .. Traveling Directly to a Work Site

#### PART 6 – LEAVE

43. .. Definitions
44. .. Annual Leave
45. .. Sick Leave
46. .. Carer's Leave
47. .. Bereavement Leave
48. .. Long Service Leave
49. .. Jury Duty
50. .. Sporting Leave
51. .. Emergency Service Leave
52. .. Parental leave.
  - 52.1. Paid Maternity Leave

- 52.2. Paid Paternity Leave
- 52.3. Parental Leave
- 52.4. Definitions
- 52.5. Basic Entitlement
- 52.6. Variation of period of parental leave
- 52.7. Right to request
- 52.8. Employee's request and Council's decision to be in writing
- 52.9. Request to return to work part-time
- 52.10. Maternity leave
- 52.11. Special maternity leave
- 52.12. Paternity leave
- 52.13. Adoption leave
- 52.14. Parental leave and other entitlements
- 52.15. Transfer to a safe job
- 52.16. Returning to work after a period of parental leave
- 52.17. Replacement employees
- 52.18. Communication during parental leave

#### **PART 7 WORKPLACE CHANGE**

- 53. .. Use of Contractors
- 54. .. Shared Services
- 55. .. Notification of Change
- 56. .. Retraining/Redeployment/Redundancy
  - General
  - Retraining
  - Redeployment

#### **APPENDIX 1 - WAGE SCHEDULE**

#### **APPENDIX 2 – NINE (9) DAY FORTNIGHT**

- 57. .. Hours of Work
  - 57.1. Settlement Period
  - 57.2. Rosters
  - 57.3. Standard Day
  - 57.4. Lunch Break
  - 57.5. Rest Pauses
  - 57.6. Rostered Days Off (RDO)
  - 57.7. Temporary Suspension
  - 57.8. Accrual of RDO's
  - 57.9. Notification of Absence

### **PART 1 : APPLICATION AND OPERATION**

#### **1. Title**

- 1.1 This agreement shall be known as the Redland City Council Employee's Certified Agreement 1 (2009) and replaces all previous certified agreements in their entirety.

#### **2. Parties Bound**

- 2.1. The parties to this agreement are the Redland City Council and the following unions on behalf of the employees;
  - a. LHMU –Liquor, Hospitality and Miscellaneous Workers' Union Queensland Branch – Union of Employees;
  - b. AWU –The Australian Worker's Union of Employees, Queensland;
  - c. CFMEU – The Construction, Forestry, Mining and Energy, Industrial Union of Employees Queensland
  - d. FEDFA –Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;
  - e. AMEPKU – Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
  - f. TWU – Transport Workers' Union of Australia, Union of Employees (Queensland Branch);
  - g. PGEU – Plumbers and Gasfitters Employees Union of Australia, Queensland Branch, Union of Employees.

#### **3. Application**

- 3.1 This agreement shall apply to the unions detailed in clause 2 above, the Council and it's employees' under the relevant awards, except for the Chief Executive Officer, General Managers and Group

Managers (excepting those who are not currently on Common Law Contracts). Under terms of this agreement, employees may be engaged as defined under the relevant award.

#### **4. Enterprise Bargaining Team (EBT)**

- 4.1 An Enterprise Bargaining Team (EBT) will represent the parties in any negotiation for a certified agreement. The EBT will consist of management representatives and union representatives who are party to this agreement.

#### **5. Implementation of the Agreement**

- 5.1 The implementation of this agreement will be the responsibility of the EBT and the Executive Leadership Group (ELG).
- 5.2 From the commencement of this agreement, the EBT will meet every three (3) months, or as required, to review its implementation, consider matters for the next agreement and report to the Council via the Chair of the EBT.

#### **6. Length of the Agreement**

- 6.1 This agreement shall commence from the date of certification of this agreement or the 1 July 2009, whichever ever is the later, and shall remain in force until 30 June 2012.

#### **7. Renegotiation**

- 7.1 The EBT will undertake to commence discussions or renegotiation of this agreement at least six (6) months prior to the expiry date and aim to finalise the negotiations for a new certified agreement one (1) month prior to the expiry date.

#### **8. Relationship to Parent Awards and Instruments**

- 8.1 This agreement shall be read and applied wholly in conjunction with the:

*8.1.1 Local Government Employee's (excluding Brisbane City Council) Award – State 2003;*

*8.1.2 Engineering Award – State 2002;*

*8.1.3 Children's Services Award – State 2006;*

*8.1.4 Building Trades Public Sector Award – State 2002; and*

*8.1.5 Hospitality Industry – Restaurant, Catering and Allied Establishments Award – South-Eastern Division 2002.*

- 8.2 Where there is any inconsistency between this agreement and the abovementioned awards, this agreement shall take precedence to the extent of the inconsistency.

- 8.3 From the date of operation of this agreement, all other workplace agreements will cease to exist. The exception to this will be LAWA's attached or developed throughout the life of the agreement, as schedules to this agreement.

#### **9. Objectives of the Agreement**

- 9.1 This agreement has been negotiated in accordance with Council's continued commitment to collective bargaining for the life of this agreement.

- 9.2 This agreement reflects acknowledgment by the parties of their mutual obligation to actively support the objectives of Council's Corporate Plan and embrace the Vision, Mission and principles of the plan. Achieving this mutual obligation directly benefits the community, the Council and employees.

- 9.3 This agreement is to provide a framework for Council to achieve ongoing productivity and efficiency, and deliver quality services to the community through:

9.3.1 Facilitating the achievement of Council's strategic priorities as identified in Redland City Council's Corporate Plan;

9.3.2 Developing flexibility in the work environment to ensure that customer needs are promptly and efficiently met;

9.3.3 Striving for continuous improvement in quality, effectiveness, efficiency and productivity while operating in a safe, equitable and environmentally responsible manner;

9.3.4 Enhancing the contribution and satisfaction of employees by facilitating the acquisition and application of skills relevant to the organisation's needs;

9.3.5 Developing and implementing conditions of employment that apply fairly and equitably; and

9.3.6 Providing mechanisms for participation and consultation.

## **10. Posting Of the Agreement**

10.1 A copy of this agreement shall be placed in a conspicuous and convenient location on the premises of the Council so as to be easily accessed by employees.

## **11. No Disadvantage**

11.1 No employee shall be disadvantaged as a result of the implementation of this agreement. Disadvantage is to be determined by considering the agreement as a whole.

## **12. No Extra Claims**

12.1 The parties agree that during the life of this agreement, no extra claims will be made for further wages and salary increases, except where consistent with a Wage Case Decision or any other decision of the Queensland Industrial Relations Commission, (except as per clause 0 (LAWA)).

## **13. Working Together**

13.1 Employees, Unions and Council will work together to identify, develop, monitor and implement improvements in the effectiveness, productivity and efficiency of the delivery of services.

13.2 Improvement initiatives will be identified and achieved through planning, dialogue and the active sourcing of innovative solutions by employees and Council. Consistent with the Council's strategic vision and Corporate Plan, such initiatives will aim to deliver the highest quality services.

13.3 Goals and performance criteria will be established collaboratively by employees and Council.

13.4 Without limiting the issues that may be addressed, the following are indicative of the issues that may be addressed. Any other issue may be raised for consideration through the consultative process:

13.4.1 Business needs flexibility;

13.4.2 Reduction in overall lost time, waste;

13.4.3 Clear channels of information flow and communication throughout the organisation;

13.4.4 Increased or improved services; and

13.4.5 Increasing customer satisfaction.

## **14. Communication and Consultation Processes**

14.1 Council is committed to the implementation of effective communications to promote:

14.1.1 Information exchange throughout all levels of the organisation; and

14.1.2 Accountability for effective communication.

14.2 Employees will be supported with appropriate training and development programs aimed at collaboration, communication and cooperation.

14.3 Council is committed to developing and strengthening consultative processes within the organisation at all levels and across all areas.

14.4 The parties, wherever possible, will collaboratively develop and implement consultative strategies appropriate to the organisation.

14.5 Parties to this agreement acknowledge that effective consultative practices are a shared responsibility.

## **15. Union Encouragement**

15.1 Council acknowledges that a person:

15.1.1 Eligible to become a member of an industrial association, may become or remain a member of the association without fear of discrimination; or

15.1.2 Who does not wish to become or remain a member of an industrial association may refrain from doing so without fear of discrimination.

## **16. Union Delegates**

16.1 Council acknowledges that union delegates have a continuing role to play in the workplace. The existence of accredited union delegates is encouraged. Council will not hinder accredited delegates in the reasonable and responsible performance of their duties, provided that prior permission from the delegate's Group Manager has been first obtained. The Group Manager shall not unreasonably withhold such permission.

16.2 Union delegates will have access to the Council email system, telephones (excluding mobile telephones), printers and photocopiers in accordance with the Council's code of conduct, policies and guidelines,

which can be considered to be reasonable and cost effective to the Council. Global emails must have prior approval of the Human Resources Manager.

- 16.3 The EBT will constantly review access to the email system, telephones (excluding mobile telephones), printers and photocopiers to ensure that they are being used reasonably. All parties recognise the right of the Chief Executive Officer to manage the effective and appropriate use of all Council resources.
- 16.4 Council will allow union delegates to participate in the employee induction program under mutually agreed conditions.
- 16.5 Union delegates will have access to meeting rooms in Council buildings, where prior approval has been sought, to undertake meetings, investigate concerns or interview members. The use of meeting rooms and these activities will be undertaken with minimal disruption to normal operations.

## **17. Union Training Leave**

- 17.1 Upon application, Council may provide five (5) paid working days each calendar year for each approved union delegate, which are non accumulative, to be made available for approved Trade Union Training. The granting of such leave shall be subject to the Council's convenience and will not unduly affect the Council's normal operations.

## **18. Union Membership Fee Deduction**

- 18.1 Council will provide facilities for the deduction and remittance of union fees for employees who signify in writing to Council, their desire to have such membership fees deducted from their wages.

## **19. Grievance/Dispute Resolution Procedure**

- 19.1 In the event of any workplace grievance arising, work shall continue as usual whilst the following procedures are carried out. Where there are genuine matters of health or safety involved, alternative measures may need to be taken.
- 19.2 The procedure to be followed:
  - 19.2.1 Employee(s) who have a grievance or dispute are to advise their Manager/Supervisor (either verbally, in writing or email) of the grievance or dispute and the remedy sought as soon as possible. The Manager/Supervisor and the employee(s) involved are to attempt to resolve the matter in a reasonable response time given the complexity of the issue;
  - 19.2.2 If the grievance or dispute relates to the Manager/Supervisor, then the matter can be addressed with the Group Manager as the first step;
  - 19.2.3 If the grievance or dispute is unresolved in clause 0 the employee(s) can refer the grievance or dispute and the remedy sought to the Group Manager. This referral must be in writing using the Notice of Grievance Form. The Group Manager and employee(s) are to attempt to resolve the matter in a reasonable response time given the complexity of the issue;
  - 19.2.4 If after clause 0 the matter is unresolved, the employee(s) can refer the matter to the relevant ELG member (General Manager) for resolution. The General Manager will attempt to resolve the matter in a reasonable response time given the complexity of the issue;
  - 19.2.5 If after clause 0 the matter is still unresolved, the employee(s) may submit the matter to the Chief Executive Officer (CEO) for resolution. The CEO will attempt to resolve the matter in a reasonable response time given the complexity of the issue;
  - 19.2.6 If after clause 0 the matter is unresolved and relates directly to the interpretation/implementation of the certified agreement, then the General Manager shall convene a meeting of the EBT to resolve the matter, prior to moving to clause 0.
- 19.3 At any stage of the procedure, an employee may seek the support of another person or union representative.
- 19.4 Throughout all stages of the procedure, all relevant facts shall be clearly identified and recorded.
- 19.5 If the grievance(s) or dispute(s) is referred to the Human Resource Department or requires the Human Resource Department to conduct a formal investigation, the Council appointed principal internal investigator will finalise the investigation and provide advice in a timely manner taking into consideration to the scope of the investigation.
- 19.6 Where the issue cannot be resolved, either party may approach the Queensland Industrial Relations Commission for conciliation in the first instance and arbitration if necessary. Any arbitrated decision shall be binding on the parties.

## **20. Local Area Work Agreements (LAWA)**

### **General**

- 20.1 Unless specifically mentioned in Appendix 3 of this agreement, all Local Area Work Agreements (LAWA) (both verbal and written) registered or otherwise will be deemed not to exist from the date of operation of this agreement.
- 20.2 Changes to existing employment conditions, which contribute to increased productivity and employee benefits, can be initiated by employees, unions and management through consultation at the workplace level.
- 20.3 The aim of a LAWA is to allow sufficient flexibility for those specific sections of the workforce so that Council can provide cost effective and competitive services.
- 20.4 The parties recognise that a LAWA may vary the conditions of employment; however, when viewed as a whole the employee will not be in an inferior overall position when employed under the terms of a LAWA than they would be under the terms of the parent agreement.
- 20.5 Actions that may be undertaken when developing a LAWA include, but are not limited to:
  - 20.5.1 Eliminating impediments to multi-skilling and broadening the range of tasks that an employee may be required to perform;
  - 20.5.2 Altering the working patterns in an arrangement to enhance flexibility and efficiency of the Council as a whole.

### **Procedure**

- 20.6 LAWAs may be negotiated during the life of this agreement in accordance with the following procedure:
  - 20.6.1 Negotiation for a LAWA will be initiated, by written request for negotiation addressed to all parties directly concerned.
  - 20.6.2 Such a request is to provide all necessary information pertaining to the proposed LAWA including the following:
    - a. The issues identified or conditions to be addressed;
    - b. Proposed commencement date of the LAWA;
    - c. Proposed trial and/or sunset arrangements;
    - d. An indication whether the LAWA will affect or have implications for areas within Council outside the specific area that the LAWA will apply to; and
    - e. Any other relevant matter.
- 20.7 Following a request for a LAWA, a transparent and participatory process is to be implemented. This process is to involve all affected parties in the negotiation, and will, at least, include the following:
  - a. Identification of performance objectives;
  - b. Review and selection of appropriate work design and work methods;
  - c. Implementation and review of the changes at an agreed time; and
  - d. A majority of employees affected by the LAWA must vote in favour of it, to be accepted. A majority is deemed to be seventy-five (75) per cent.
- 20.8 When majority agreement is reached, the LAWA is to be forwarded to the Chief Executive Officer and Branch Secretary of the relevant Unions for endorsement.

### **Certification**

- 20.9 It is acknowledged by the parties that any LAWA agreed to during the life of this certified agreement will not form part of this certified agreement, unless a variation to this certified agreement is made to incorporate its terms. However, by approval of the relevant Union(s), a new LAWA developed during the life of this certified agreement may come into operation prior to the agreement's expiry, provided it does not disadvantage the employees involved.
- 20.10 Expiration of the LAWA will be in line with that of this Certified Agreement.
- 20.11 A party may seek to terminate the LAWA by providing one (1) month notice in writing.

## **PART 2 – EMPLOYMENT**

### **21. Definition of Part time employment**

- 21.1. Part time employment means employment for less than the normal weekly ordinary hours specified for a full time employee in the relevant award. All award entitlements are paid on a pro-rata basis for part time employees.
- 21.2. For part time employees, the Council and the part time employee will agree in writing on an initial systematic pattern of work relevant to the position at the time of engagement.
- 21.3. For a specific project or period of time, up to and not exceeding one (1) month, a part time employee may work a maximum twenty percent (20%) more than their contracted hours at ordinary rates, through consultation and agreement between the employee and the Manager/Supervisor.

### **22. Job Share Arrangements**

- 22.1 All current job share arrangements will be honoured for the life of this agreement, however job share arrangements will not be offered to new employees or current employees from the 1 July 2009. Employee's currently operating under this arrangement will continue to do so, unless, by consultation and with agreeance between employees, represented by their relevant Union if requested, and Management, it is decided to convert the positions to permanent part time classification.
- 22.2 Employees employed on job share arrangements shall be entitled to all leave entitlements on a pro-rata basis. All other entitlements shall apply to employees working job share.
- 22.3 The employees concerned and the Council shall, prior to any arrangement commencing, agree in writing, to the proportion of the position to be worked by each person undertaking a job share and the pattern in which the hours are to be worked, and the duration of the arrangement.
- 22.4 Employees on job share arrangements will have access to an annual review on the same basis as a full time employee.

### **23. Probation Period**

- 23.1. On initial appointments to Council, all positions shall serve an initial period of three (3) months probation period. During this period, any deficiencies in performance or conduct shall be dealt with in accordance with the agreed code of practice on disciplinary procedure.
- 23.2. Absence due to leave during the probation period may affect the Manager/Supervisors ability to make a decision about work performance due to insufficient evidence, and in these circumstances an extension of the probation period may be requested. The period to extend the probation period is limited to the total period of leave taken. Any extension is subject to the test of reasonableness, will not extend beyond an additional three (3) months and must be agreed by the relevant General Manager.
- 23.3. The extension of a probationary period beyond the initial three (3) months, based upon performance management issues, will only be enacted once a full, fair and frank assessment has been made by the Manager/Supervisor and agreed by the relevant General Manager.

### **24. Termination of Employment**

- 24.1. In circumstances that an employee desires to terminate their employment or that Council desires to terminate the services of an employee, subject to the conditions of the Local Government Act 1993, the employee or Council shall give prior notice of such intentions equivalent to the pay period of the employee. An employee in default of such notice shall forfeit salary for that period. If Council is in default of such notice, Council shall pay such salary in lieu of notice.
- 24.2. The period of notice in this clause shall not apply to cases of serious misconduct justifying summary dismissal.

## **PART 3 – REMUNERATION**

### **25. Wage and Salary Increases**

- 25.1. Effective from date of acceptance of this agreement by employees or the 1 July 2009 whichever is the later, a 4% or \$35 which ever is the greater increase in base wages/salary.
- 25.2. Effective from 1 July 2010, a 4% or \$35 which ever is greater, increase in base wages/salary for the second year.
- 25.3. Effective from 1 July 2011, a 4% or \$35 which ever is greater, increase in base wages/salary for the third year.



## **26. Schedule of Wages**

- 26.1. The minimum hourly and annual rate of salary payable to employees is set out in Appendix 1 of this agreement.
- 26.2. The divisible factor used for calculating wages is 52.1786 weeks per year.
- 26.3. Payment of monies will be made using Electronic Funds Transfer (EFT) directly to the account(s) monitored in writing by the employee and will be paid on a fortnightly basis. Should the account details change for the depositing of salary it will be the responsibility of the employee to provide sufficient notice of the change of details to ensure that payments are able to be accurately transferred at all times.

## **27. Allowances**

The allowances listed below, which are not rolled up into the hourly rate of pay, shall be increased and paid in accordance with the relevant award.

### **27.1. Roll up of Allowances**

27.1.1. The following allowances shall be deemed to be included in the annual salary for that class of employee, for all purposes, provided that the employee is entitled to that allowance:

- Construction, Reconstruction, alternation, repair and/or maintenance work; and/or
- Tool allowance.

### **27.2. Employees removing dead animals**

27.2.1. Employees removing dead horses and cattle shall be paid \$1.63 per day in excess of the rates of wages prescribed by this agreement whilst so employed.

27.2.2. Employees removing dead animals other than above shall be paid 48 cents per day in excess of the rates of wages prescribed by this agreement whilst so employed. This shall not apply to any employee removing dead vermin arising in the course of their ordinary employment.

### **27.3. Plant Operators – burning off**

27.3.1. Where plant operators are required to stack partly burnt logs with plant equipment for reburning purposes during clearing operations, they shall be paid \$2.85 per day in addition to their ordinary rates.

### **27.4. Height money**

27.4.1. Employees working at a height from 15.24 metres to 22.86 metres from the ground or nearest horizontal plane shall be paid 13.25 cents per hour in addition to their ordinary rates. Employees working at a height of over 22.86 metres from the ground or nearest horizontal plane shall be paid 20.6 cents per hour in addition to their ordinary rates.

### **27.5. Employees using their own vehicle**

27.5.1. Employees required to use their own vehicles in the course of their employment shall be paid an allowance at the rate of 57.08 cents per kilometre for the actual distance travelled.

### **27.6. Meal allowance during overtime**

27.6.1. Employees eligible for the payment of a meal allowance as prescribed by the relevant award shall be paid meal allowance at the rate of \$9.82. This amount may be amended by agreement between the parties.

### **27.7. Leading hand allowance**

27.7.1. An employee appointed by the Employer to be in charge of other employees shall be paid an allowance of \$4.49 per day. This allowance shall be included in the ordinary wage for all purposes of this Award:

27.7.2. Provided that this allowance shall not apply to any employee engaged in the operation and or control of an installation (such as a treatment plant, swimming pool or pound) or where the employee's position requires that they work in conjunction with an assistant.

### **27.8. Trailers**

27.8.1. Employees driving a motor vehicle to which a light trailer is attached (i.e. where the loaded mass of the trailer does not require the vehicle and trailer to be considered as a Gross Combination Mass - GCM), shall be paid in addition to the rates prescribed in this Award the extra applicable amount set out hereunder:

- 2.8.1.1. \$2.16 per day when drawing a loaded single axle trailer;

2.8.1.2. \$2.71 per day when drawing a loaded trailer with more than one axle;

Provided that:

- a. When on any day an employee drives a motor vehicle drawing a loaded trailer the employee shall be paid for that day the extra rate applicable for such loaded trailer.
- b. Not more than one trailer shall be attached and drawn at any one time.
- c. The extra payment prescribed herein shall not apply to employees driving articulated vehicles or machinery floats and/or low loaders.
- d. The term "trailer" does not include - caravans, compressors, concrete mixers, welding plants and road brooms.

## **27.9. Dirt money**

27.9.1. Motor drivers carting or employees handling tar, asphalt, tarred metal or tarred wood blocks shall be paid 38 cents per day over the rates fixed in this agreement.

27.9.2. Employees engaged in tar or bitumen boiling shall be paid 12 cents per day in addition to the rates fixed in this agreement.

27.9.3. A special allowance of \$1.10 per week shall be payable to the operator and the driver of tar or bitumen spray units:

27.9.3.1. Provided that this allowance shall not be payable where the Employer provides leather shoes and laundered overalls.

27.9.4. Employees working at chipping and cleaning boilers used for boiling tar shall be paid 20.95 cents per hour in addition to the labourer's rate for the district in which they are employed for time actually engaged in such work.

27.9.5. Bitumen sprayer drivers shall be paid at the rate of \$5.57 per day in addition to the rates fixed in this agreement:

27.9.5.1. Provided that the construction allowance shall not be paid in addition to the additional rate for bitumen sprayer drivers.

27.9.6. Employees engaged under the Building Trades Public Sector Award – State engaged on unusually dirty work to which no other allowance applies shall be paid 55.85 cents per hour extra.

## **27.10. Employees removing flood debris**

27.10.1. Employees engaged in removing flood debris from bridges shall be paid 62 cents per day in addition to their ordinary rate.

## **27.11. Poison sprays**

27.11.1. Employees using poison sprays for the control of noxious weeds such as pear, burr and groundsel shall be paid an additional amount at the rate of \$11.60 per week whilst engaged in such work.

## **27.12. Island Allowance**

27.12.1. All current island and locality allowances will no longer be paid to new employees, or current employees appointed to vacant positions, from 1 July 2005. Employees currently receiving this allowance, and who remain covered by this agreement, will continue to be paid. The only exception to this is if the allowance is deleted by agreement as part of a LAWA. For these employees this allowance will be calculated as follows:

27.12.1.1. The annualised payment will be equivalent to the cost of twelve (12) barge and ferry tickets from the island on which they are a permanent resident working to the mainland of the City for each calendar year. The payment will be grossed up to include the income tax that would normally be paid on this amount. The barge ticket will be defined as being the equivalent of one (1) return vehicular barge ticket and one (1) return water taxi/ferry ticket per month. The annual payment will be indexed to include any increases in barge and ferry tickets and will take effect on the next available pay period.

## **27.13. On Call, Remote Technology and Call out Allowances**

### **27.13.1. On call Allowance**

27.13.1.1. Council may require an employee to be On-Call, or to perform emergency work outside of the employee's agreed scheduled ordinary working hours. Employees On-

Call are required to hold themselves available to perform emergency work if required by Council.

- 27.13.1.2 Where Council requires the employee to be On-Call and be readily available and accessible (both physically and/or by telecommunications as appropriate) to perform emergency work an allowance at the rate of thirty eight dollars (\$38) per day for each day the employee is On-Call shall be paid.
- 27.13.1.3 On-Call employees will be provided appropriate resources to undertake their duties. Assignment of employees to On-Call duties will be undertaken on a consultative basis between management and employees, having due regard to principles of reasonable direction, employee well-being, and equitable distribution of On-Call duties.
- 27.13.1.4 When an employee is require to be On-Call on any gazetted public holiday, an employee shall have one day added to the employee's TOIL balance for each public holiday on which the employee is required to remain On-Call.
- 27.13.1.5 It is the responsibility of the Manager/Supervisor to manage the TOIL balances.

#### 27.13.2 **Remote Technology Allowance**

- 27.13.2.1 On-Call employees required to respond to after-hours calls for assistance via telephone or computer (and not required to personally attend on site to a Call-Out) will be paid a minimum of one (1) hour at the applicable ordinary hourly rate of pay. If another after hours call is received within the one (1) hour period, no additional payment will be made for that hour. However if a second after-hours call is received after the initial one (1) hour period, a second call will be treated as a separate incidence, and will be paid a minimum of one (1) hour at the applicable ordinary hourly rate of pay, and so on and so forth.
- 27.13.2.2 Only employees who are instructed or rostered for after hours work in accordance with this clause will be required to respond to after hours calls.

#### 27.13.3 **Call-Out Allowance**

- 27.13.3.1 If an employee is required to travel to a work place to perform the necessary emergency work, all work performed by the employee shall be paid for at the prescribed overtime rates in the relevant award for that day, from the time of leaving home to commence work until the time the employee returns home. The payment received in these circumstances shall not be less than three (3) hours salary at ordinary time rates on the first occasion on any one day the employee is required to leave home, provided that any subsequent requirement to perform work away from home which occurs within the initial three (3) hour time period and does not extend beyond the three (3) hour time period will not be subject to an additional payment of three (3) hours. Any subsequent requirement for an employee to leave home to perform work will be paid at the appropriate overtime rate for the actual time worked with no prescribed minimum.

#### 27.13.4 **Standby Allowance for Bushfire and Storm Response**

- 27.13.4.1 During the bushfire and storm season, Council may require employees to be on standby for Bushfire and Storm response.
- 27.13.4.2 Employees shall be paid an allowance of thirty eight dollars (\$38) per day upon which the employee is required to be on call for bushfire or storm response. In the case of a public holiday falling on the Friday and/or the Monday, employees on standby for Bushfire response will be paid an additional thirty eight dollars (\$38) per day for each public holiday.
- 27.13.4.3 Payment for any time worked will be at the appropriate hourly rates of pay.

#### 27.13.5 **First Aid Allowance**

- 27.13.5.1 An employee who has been trained to render first aid and who is the current holder of an appropriate first aid qualification, such as a Certificate from the St. John Ambulance or similar body, shall be paid at the rate of thirteen dollars and twenty cents (\$13.20) per week, if the employee is appointed by the Council to perform first aid duty.

## **PART 4 – EMPLOYEE BENEFITS**

### **28. Workplace Facilities**

- 28.1 The Council agrees to comply with the provisions of the *Workplace Health and Safety Act 1995*.

## **29. Healthy Lifestyle Initiatives**

- 29.1 Council is committed to assisting employees who wish to participate in maintaining a healthy lifestyle. Over the term of this agreement, Council will develop a Healthy Lifestyle Initiatives guideline to foster a range of practical initiatives which benefit both Council and the employee.

## **30. Performance Management System**

- 30.1 Performance Management focuses on improving capabilities and productivity of individuals and teams. The development, implementation and/or continuous improvement of Performance Management systems will be an ongoing collaboration and consultation between management, employees, and the unions.

## **31. Career Development**

- 31.1 The parties are committed to supporting career paths for employees in accordance with the statutory principles of merit and equity. This commitment will be implemented by providing employees with:
- 31.1.1. Access to training and coaching in Job Applicant Skills (including resume preparation and interview techniques);
  - 31.1.2 Opportunities for job rotation and multi-skilling as appropriate, and subject to operational requirements;
  - 31.1.3 A system for timely notification of all job vacancies, and of recruitment and selection details in relation to all vacancies; and
  - 31.1.4 Appropriate opportunities to act in higher duties positions where possible.

## **32. Position Description, Re-Evaluation, & Re-Classification**

- 32.1. Position descriptions shall be used as the primary source of classifying positions. Council will continue to provide to each employee a position description which clearly and accurately identifies as a minimum:
- 32.1.1 The requirements of the job;
  - 32.1.2 The skills, knowledge, experience, qualifications and/or training required;
  - 32.1.3 The responsibility and classification level of the position;
  - 32.1.4 The organisational relationship of the position; and
  - 32.1.5 The accountability/extent of authority of the position.
- 32.2. The position description shall be evaluated and considered against the classification definitions contained in the relevant award.
- 32.3 At the employees request a position description shall be reviewed by the Council in consultation with the employee concerned, and can only happen on the employees' request once a year.
- 32.4 Within two (2) months of receipt of the application, the Council shall supply the employee with a written response detailing the outcome of the application.
- 32.5 Any position re-evaluation process will not result in a reduction of pay for existing employees. This provision does not apply where a position re-evaluation has resulted from disciplinary or performance management action, or per clause 0 conditions.
- 32.6 If an employee(s) position is re-evaluated one (1) level higher, that employee will automatically progress with the position to the higher level, without triggering redeployment and/or redundancy.
- 32.6.1 If a position has been re-evaluated one (1) level higher, the employee may request to have their position description reviewed by the Council in consultation with the employee concerned, and can only happen on the employee's request once every two (2) years.
- 32.7 If in any position re-evaluation process the position is upgraded by two (2) or more levels higher, this will trigger the provisions provided in clause 0 – Retraining, Redeployment and Redundancy:
- 32.7.1 The position will be advertised internally, in the first instance;
    - a. Suitable redeployees will not automatically be placed in the upgraded re-evaluation position;
    - b. If the incumbent of the upgraded re-evaluated position is the only person who applies and is suitable for appointment i.e. has been assessed by a selection panel to meet the selection criteria and to have demonstrated capability to perform all the responsibilities of the reclassified role, then they will be appointed without having to go through a full interview process and referee checks.

**33. Skill Development**

- 33.1 The parties are committed to a highly trained, effective and flexible workforce.
- 33.2. Programs will be developed in consultation with employees to ensure the Council provides the required specific training to meet business needs and the Council vision.
- 33.3 Where training is required, Council is committed to providing access to structured training. Excluding on the job training and where available, the training will be based on nationally accredited competencies and packages, and delivered by accredited providers.
- 33.4 A professional or managerial employee shall be entitled to a standard days pay to attend professional development programs and such other programs as approved by the Council. The Council shall be required to contribute towards the fees incurred in undertaking such programs as per that approved by Council.

**34. Work and Family Arrangements**

- 34.1 The Council recognises the importance of providing employees opportunities to balance and manage their work and family responsibilities.
- 34.2 The Council will:
  - 34.2.1 Provide reasonable terms and conditions of employment to assist employees with family responsibilities;
  - 34.2.2 Ensure equitable access to training and job opportunities for employees with family responsibilities; and
  - 34.2.3 Improve incentives for employees with family responsibilities to remain in employment with Council;
- 34.3 The Council acknowledges the importance of assisting employees in maintaining and strengthening their religious, cultural and family ties.
- 34.4 Individuals will be respected for their religious and cultural differences and will be supported to more effectively balance their work and family responsibilities;
- 34.5 Where this involves time away from work, the employee may take annual leave, accumulated rostered days off, time off in lieu, flextime, family leave and leave without pay. Such leave is to be approved prior to taking the leave.

**35. Occupational Superannuation**

- 35.1 Respondents shall contribute on behalf of each employee an amount into the Local Government Employees Superannuation Scheme established pursuant to the terms and conditions as set out in Chapter Seventeen (17) of the Queensland Local Government Act 1993.

**36. Recruitment**

- 36.1 Simultaneous advertising means advertising a vacant position to employees of the Council and externally to the public at large, seeking applications for the filling of a vacant position by means of appropriate advertisements timed to appear the same time. Where Council is of the opinion, there are no suitably skilled and/or qualified employees within Council, or where it is anticipated limited numbers of applicants will be received from internal applicants, the parties agree that simultaneous advertising can take place for all positions at Council's discretion, irrespective of the classification level.
- 36.2 All things being equal, the most suitably skilled and qualified internal applicant will be considered as a preference for the appointment of positions classified Level One (1) – Five (5) inclusive of the Queensland Local Government Employee's Award – State 2003.
- 36.3 For positions classified at Level Six (6) – Nine (9) inclusive under the Queensland Local Government Employee's Award – State 2003, or those positions deemed to be technical or specialist in classification and governed by another relevant award, Council will consider all applications received and appoint the most suitably skilled and qualified applicant, based upon merit, irrespective of whether or not that person is an internal or external candidate.

**PART 5 – HOURS OF WORK AND FLEXIBLE WORKING ARRANGEMENTS****37. Hours of Work**

- 37.1 Spread of hours shall be as per the relevant award provisions.
- 37.2 The approval of the Manager/Supervisor is required to work in excess of the normal daily working hours.
- 37.3 Work on Saturdays and Sundays can be undertaken between 7:00am and 4:30pm:

37.3.1 by sourcing volunteers from within the workgroup/team/area; or

37.3.2 through the relevant award provisions.

37.4 Work performed on a Saturday and/or a Sunday as part of the 38 hours week shall be paid at award rates.

37.5 The following hours of duty will apply to the following classes of employees:

**37.6 Special Maintenance Teams and Team Leaders (Gangers)**

37.6.1 This section only applies to special maintenance teams and Team Leaders (Gangers).

37.6.2 Two general purpose maintenance teams can be formed, and each team will work on a roster basis which may incorporate Saturday and/or Sunday.

37.6.3 The roster for each team shall be established following consultation between the Manager/Supervisor and the employees within each team and provide for two consecutive days off per week, except for where the change of roster occurs.

37.6.4 Bandwidth:

6:00am - 6:00pm, Monday to Friday

7:00am - 4:30pm, Saturday and Sunday

37.6.5 Work performed on a Saturday and/or a Sunday by these teams as part of the 38 hours week shall be paid at award rates.

37.6.6 Work on Saturdays and Sundays will be undertaken by:

37.6.6.1. Firstly, sourcing volunteers within the workgroup/team/area;

37.6.6.2. Secondly, sourcing other volunteer replacement employees to ensure the work is completed, i.e. if one or more members of the work group does not wish to work, then the Manager/Supervisor is to source replacement employees;

37.6.6.3. Finally, by the Manager/Supervisor providing seven (7) days notice to the employees concerned, and this occurring after consultation with the employee and consideration of their personal and family commitments.

37.6.7 Ordinary hours are to be worked 76 hours per settlement period. This will normally be worked over nine (9) days, i.e. nine (9) day fortnight and the standard day will be 8.5 hours or 8 hours, depending on the roster.

37.6.8 The approval of the Manager/Supervisor is required to work in excess of the normal daily working hours.

**37.7. Conservation Teams North Stradbroke Island**

37.7.1 The parties acknowledge that there is a need for a change of working conditions (as in 5 in 7) for Conservation Teams on North Stradbroke Island for the "Straddie Classic" in August, and for the peak period between 1 September to the end of the Easter holiday period.

37.7.2 Two conservation teams will be formed, and each team will work on a roster basis which may incorporate Saturday and/or Sunday.

37.7.3 The roster for each team shall be established following consultation between the Manager/Supervisor and the employees within each team and provide for two consecutive days off per week, except for where the change of roster occurs.

37.7.4 Bandwidth:

6:00am - 6:00pm, Monday to Sunday

37.7.5 Work performed on a Saturday and/or a Sunday by these teams as part of the 38 ordinary hour week shall be paid at award rates.

37.7.6 Ordinary hours are to be worked 76 hours per settlement period. This will normally be worked over nine (9) days, i.e. nine (9) day fortnight and the standard day will be 8.5 hours or 8 hours, depending on the roster.

37.7.7 The approval of the Manager/Supervisor is required to work in excess of the normal daily working hours.

**37.8 Construction Teams**

37.8.1 This section applies to construction teams.

- 37.8.2 In the Operations and Maintenance Group and the Redland Water Group, construction teams may be required to perform construction on special projects on weekends on an infrequent basis where working during normal hours could result in a reduction of Customer Service. For example, work in town centres, work outside schools, major water main cut-ins, work on roads with heavy traffic, and community planting projects.
- 37.8.3 Bandwidth:  
6:00am - 6:00pm, Monday to Friday  
7:00am - 4:30pm, Saturday and Sunday
- 37.8.4 Work performed on a Saturday and/or a Sunday by these teams as part of the 38 hours week shall be paid at award rates.
- 37.8.5 Work on Saturdays and Sundays will be undertaken by:
- 37.8.5.1 Firstly, sourcing volunteers within the workgroup/team/area;
- 37.8.5.2 Secondly, sourcing other volunteer replacement employees to ensure the work is completed, i.e. if one or more members of the work group does not wish to work, then the Manager/Supervisor is to source replacement employees;
- 37.8.5.3 Finally, by the Manager/Supervisor providing seven (7) days notice to the employees concerned, and this occurring after consultation with the employee and consideration of their personal and family commitments.
- 37.8.6 Ordinary hours are to be worked 76 hours per settlement period. This will normally be worked over nine (9) days, i.e. nine (9) day fortnight and the standard day will be 8.5 hours or 8 hours, depending on the roster.
- 37.8.7 The approval of the Manager/Supervisor is required to work in excess of the normal daily working hours.

### **37.9 Aged Care and Disability Support Employees**

- 37.9.1 This section applies to aged care employees.
- 37.9.2 There are no core hours. Aged Care employees and disability support employees shall work on a roster basis.
- 37.9.3 Band Width:  
7.00am - 7.00pm Monday - Thursday.  
7.00am - 10.00pm Friday.  
7.00am - 4.00pm Saturday
- 37.9.4 The ordinary hours of work shall be worked within five (5) consecutive days in the week (except where a change of roster occurs).
- 37.9.5 A full day taken off for sick leave, family leave, bereavement leave or annual leave will be debited as in accordance with the hours rostered that day.
- 37.9.6 Work on Saturdays will be undertaken by:
- 37.9.6.1 Firstly, sourcing volunteers within the workgroup/team/area;
- 37.9.6.2 Secondly, by the Manager/Supervisor providing seven (7) days notice to the employees concerned, and this occurring after consultation with the employee and consideration of their personal and family commitments.
- 37.9.7 Work performed on a Saturday and / or Sunday as part of the normal 38 hours week, shall be paid at 1.5 times the ordinary rate for Saturday.
- 37.9.8 The approval of the Manager/Supervisor is required to work in excess of the normal daily working hours.
- 37.9.9 The approval of the appropriate Manager/Supervisor is required prior to taking time off.

### **38. Make Up Time**

- 38.1 Make-up time allows employees to take time off during ordinary hours and work those hours at a later time, during the spread of ordinary hours and at ordinary rates. On sporadic, special occasions or in emergency situations and on mutual agreement between the employee and their Manager/Supervisor, an employee, may request, with the consent of their Manager/Supervisor, to work "make-up time", under

which the employee takes time off ordinary hours, and works those hours at a later time, which is mutually convenient, during the span of hours for each relevant unit, at ordinary rates of pay.

This make-up time is agreed to operate in a manner that allows employees time for time to assist in their work/life balance.

### **39. Nine (9) Day Fortnight**

39.1 The full terms and conditions of the Nine (9) Day Fortnight provisions are detailed in Appendix 2.

### **40. Time Off In Lieu Of Overtime**

#### **General**

- 40.1 Time off in lieu of overtime (TOIL) can benefit all employees, Council and the community.
- 40.2 Overtime can only be worked with approval by your Manager/Supervisor. Such overtime worked is to be paid at the applicable overtime rate unless there is agreement between the Manager/Supervisor and employee that the overtime can be taken as TOIL. The choice to be paid or take TOIL is the employees. Such hours will be taken off, based on time off equal to time worked (one for one basis).
- 40.3 Managers/Supervisors are responsible for managing TOIL in their own work areas.
- 40.4 The maximum amount of TOIL accrual in a pay period is one (1) day.
- 40.5 Within a three (3) month period the maximum TOIL accrual cannot exceed five (5) days. At the end of the three (3) month period, TOIL not taken is to be paid at the applicable overtime rate.
- 40.6 The taking of TOIL will be by agreement between the employee and the Manager/ Supervisor.
- 40.7 Under normal circumstances, the request by the employee to take TOIL is to be made in advance as follows:
  - 40.7.1 Not less than three (3) working days in advance for TOIL periods of less than one (1) day;
  - 40.7.2 Not less than five (5) working days in advance for TOIL periods of one (1) or more days.

### **41. Breaks and Rest Pauses**

47.1 Breaks and rest pauses will be taken in accordance with the relevant award.

### **42. Traveling Directly to a Work Site**

- 42.1 Employees will commence/finish work at the location of the current construction/workplace as appropriate in order to maximise utilisation of resources.
- 42.2 Where appropriate, if employees have to pass the depot to reach the job, they may take advantage of the allocated transport available to this job.
- 42.3 Implementation of such arrangements shall be by mutual agreement with the work areas concerned.

## **PART 6 – LEAVE**

Leave provisions for all employees shall apply in accordance with the full provisions of the relevant award unless specifically modified in this agreement

### **43. Definitions**

- 43.1 Immediate family includes:
  - 43.1.1 A spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the employee; and
  - 43.1.2 A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or sibling of the spouse of the employee.

### **44. Annual Leave**

- 44.1 Full time employees are entitled to four (4) weeks or 152 hours paid annual leave and four (4) weeks leave loading of 17.5% that will accrue pro-rata commencing from the employee's initial commencement date.
- 44.2 Part time employees will receive a pro rata entitlement based on the average number of weekly hours worked over the accrual period.
- 44.3 Annual leave shall be exclusive of any statutory holiday occurring during that period of that annual leave.
- 44.4 In the case of any and every employee who takes annual leave whilst performing higher duties, the employee will receive the rate of pay that they receive whilst in that higher duty role.



#### **44.5 Special access**

- 44.5.1 Without limiting the general entitlement under annual leave, an employee may access annual leave where they have a long term illness or have an immediate family member who has a long term illness and have exhausted other paid leave entitlements. This must be with the approval of their Group Manager and the employee must provide medical evidence to support the claim. This will not be unreasonably withheld.

#### **44.6 Re-crediting of Annual Leave**

- 44.6.1 Where an employee is on annual leave and the employee is medically unfit or is required to undertake carer's responsibilities for five (5) consecutive days and who produces satisfactory medical evidence, may apply for sick or carer's leave and the annual leave will be re-credited.
- 44.6.2 When an employee is on annual leave and applies for bereavement leave, their annual leave will be re-credited by the amount of other leave with pay granted. Supporting documentation must be supplied.

#### **45. Sick Leave**

- 45.1 Full time and regular part time employees (on a pro rata basis) shall be entitled to accumulate fifteen (15) days or 114 hours of sick leave per twelve (12) months of service. Employees may take accumulated sick leave accruals on a pro rata basis in the first twelve (12) months. Sick leave will accrue on a daily basis
- 45.2 Medical evidence will only be required for consecutive absences of more than two (2) days.
- 45.3 Any employee, being performance managed for excessive absences, shall be required to produce a medical certificate, for each day of sick leave taken.
- 45.4 Medical evidence is defined as:
- 45.4.1 A certificate provided by a registered medical practitioner, dentist, optometrist, optician, radiographer, physiotherapist, chiropractor, specialist treating doctor or podiatrist.
- 45.5 There shall be no cap on the amount of sick leave days, which may be accumulated.
- 45.6 Sick leave days accumulated can not be paid out on separation.

#### **46. Carer's Leave**

- 46.1 Employees may be granted paid or unpaid carer's leave with the approval of their Manager/Supervisor, when they are absent for the purposes of caring for an immediate family and/or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- 46.2 Medical evidence will only be required for consecutive absences of more than two (2) days. If an employee is being performance managed for excessive absences, the employee shall be required to produce medical evidence for each period of carer's leave taken.
- 46.3 Full time and part time employees (on a pro rata basis) shall be entitled to use any sick leave entitlement which has accrued after 9 June 1995, to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. Carer's leave may be taken for part of a single day.
- 46.4 Casual employees shall be entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are:
- 46.4.1 Sick and require care and support; or
- 46.4.2 Who require care due to an unexpected Emergency with the approval of their Manager/Supervisor.
- 46.5 The Manager/Supervisor and the casual 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.
- 46.6 The casual employee is not entitled to any payment for the period of non-attendance.

#### **46.7 Unpaid Carer's Leave Entitlement**

- 46.7.1 Where an employee has exhausted all paid sick leave entitlements, they are may take unpaid carer's leave with the approval and agreement of their Manager/Supervisor.
- 46.7.2 The Manager/Supervisor and the employee shall agree upon the period of unpaid leave. 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.

**47. Bereavement Leave**

- 47.1 Bereavement leave enables full time and part time employees to take paid leave from the Council on the occasion of the death of members of the employee's immediate family or household.
- 47.2 Full time and part time employees are entitled to up to sixteen (16) hours bereavement leave on each occasion. For part time employees the leave is only available where the employee would normally work on either or both the two (2) working days following the death.
- 47.3 Casual employees are entitled to not be available to attend work for a period of up to forty eight (48) hours or two (2) days per occasion. A casual employee is not entitled to any payment for the period of non- attendance.
- 47.4 Where a full time and part time employee has exhausted all paid bereavement leave entitlements, the employee with the approval of their Manager/Supervisor, may take additional unpaid leave. In the absence of an agreed timeframe, a general guide is for the employee to be entitled to up to a maximum of sixteen (16) hours unpaid leave per occasion.
- 47.5 The Council may request satisfactory evidence of the death of the employee's immediate family or household.

**48. Long Service Leave**

- 48.1 Long Service Leave (LSL) enables employees to take an extended absence from the Council. All Council employees are entitled to nine point one (9.1) weeks Long Service Leave after seven (7) years service.
- 48.2 Granting of LSL is subject to operational requirements of the Council.
- 48.3 For all other purposes and provisions, the accrual and use of LSL is governed by this certified agreement, the relevant award(s) and the *Industrial Relations Act 1999*.

**48.4 Accrual of LSL**

- 48.4.1 The rate of accumulation for all employees will be one point three (1.3) weeks per year of service.
- 48.4.2 On taking long service leave, employees may elect to be paid as follows:-
- a. Pro rata entitlement at normal pay after seven (7) years; or
  - b. Pro rata entitlement at half pay after seven (7) years; or
- 48.4.3 Long Service Leave can be taken in broken periods. The minimum period that can be taken for Long Service Leave is two (2) weeks at normal pay, or four (4) weeks at half pay.

**48.5 Public Holidays during LSL at Half Pay**

- 48.5.1 Half pay long service leave is exclusive of any public holiday that falls during the period of the leave.

**49. Jury Duty**

- 49.1 Special leave to the equivalent of a standard day pay (not deductible to any leave account) shall be granted to employees required to attend for jury duty. Any remuneration received by the employee in payment for jury service, less reasonable expenses incurred such as meal or transport expenses, is to be paid to Council.

**50. Sporting Leave**

- 50.1.1 The parties agree that at the discretion of the General Manager, Council employees competing for either Australia or Queensland may be granted paid Sporting Leave, under the following criteria:
- 50.1.2 Accepted as being a sport by the Australian Sport Commission; or
- 50.1.3 Recognised at the Olympic or Commonwealth Game; or
- 50.1.4 In the case of Olympic, Commonwealth or Para-Olympic Games, "employees competing" will also include coaching.

Event	Leave Granted
Olympic Games Commonwealth Games Para-Olympic Games	Duration of games on full pay
National or State competitions	Three (3) days full pay per calendar year

50.2 Documented evidence must be provided by the employee from State or National body advising of his/her selection. Details to include relevant dates etc. Any additional time required is to be deducted from accrued paid leave or taken without payment.

## **51. Emergency Service Leave**

51.1 The Council will develop and maintain an appropriate Emergency Service Leave which recognises the Council's commitment to serving our community, in consultation with the unions.

## **52. Parental leave.**

### **52.1 Paid Maternity Leave**

52.1.1 Paid Maternity Leave shall be made on the basis that the total leave taken by an employee absent on maternity leave will not result in the employee being absent from work for greater than the maximum twelve (12) month maternity leave period.

52.1.2 The following amounts of paid maternity leave which may be taken at double the length at half pay will be available to eligible employees covered by this agreement, after a period of twelve (12) months continuous service and who proceed on maternity leave.

52.1.3 The entitlement shall be paid effective:

- a. 1 July 2009 – eight (8) weeks paid maternity leave; and
- b. 1 July 2010 – ten (10) weeks paid maternity leave.

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

52.1.5 Eligible employees may nominate to take annual leave as part of their parental leave on the basis of doubling their current available annual leave days and being paid at half pay, and/or

52.1.6 Employees eligible for long service leave after seven (7) years may nominate to take their long service leave as part of their parental leave in accordance with the terms of this agreement.

52.1.7 The combination of paid maternity leave or paid paternity leave, annual leave at half-pay and early access to long service leave together with unpaid parental leave shall not exceed fifty-two (52) weeks in total, (subject to the right to request to expand).

### **52.2 Paid Paternity Leave**

52.2.1 One (1) week paid paternity leave at the time of the birth or adoption of a child/children may be taken. Evidence of the pregnancy from the relevant medical practitioner must be provided at the time of application.

52.2.2 This paid paternity leave entitlement forms part of the total paid parental leave entitlement.

52.2.3 The period of paid paternity leave, which may be taken at double the length at half pay will be available to eligible employees covered by this agreement, after a period of twelve (12) months continuous service.

### **52.3 Parental Leave**

52.3.1 Subject to the terms of this clause, employees are entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child. The provisions of this clause apply to full time, part time and eligible casual employees but do not apply to other casual employees.

52.3.2 An eligible casual employee means a casual employee:

- a. Employed by the Council on a regular and systematic basis for several periods of employment or on a regular and systematic basis for ongoing period of employment during a period of at least twelve (12) months; and
- b. Who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

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

52.3.4 Council must 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.

52.3.5 The rights of Council in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

#### **52.4 Definitions**

52.4.1 For the purposes of this clause child means a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six (6) months or more.

5.4.2 Subject to clause 0 hereof, in this clause, spouse includes a de facto or former de facto spouse

52.4.3 In relation to clause 0 hereof, spouse includes a de facto spouse but does not include a former spouse.

#### **52.5 Basic Entitlement**

52.5.1 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 or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.

52.5.2 Subject to clause 0 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- a. For maternity and parental leave, an unbroken period of up to one (1) week at the time of the birth of the child.
- b. For adoption leave, an unbroken period of up to three (3) weeks at the time of placement of the child.

#### **52.6 Variation of period of parental leave**

52.6.1 Where an employee takes leave under clause 0 or clause 51.7.1 (b), unless otherwise agreed between Council and employee, an employee may apply to Council to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four (4) weeks prior to the commencement of the change arrangements. Nothing in this clause detracts from the basic entitlement in clause 0 or the right to request in clause 0.

#### **52.7 Right to request**

52.7.1 An employee entitled to parental leave pursuant to the provisions of clause 0 may request Council to allow the employee:

- a. To extend the period of simultaneous unpaid parental leave provided for in clauses 55.5.2 (a) and 55.5.2 (b) up to a maximum of eight (8) weeks;
- b. To extend the period of unpaid parental leave provided for in clause 0 by a further continuous period of leave not exceeding twelve (12) months;
- c. To return from a period of parental leave on a part-time basis until the child reaches school age; and
- d. To assist the employee in reconciling work and parental responsibilities.

52.7.2 The Council 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 Council's business. Such grounds might include cost, lack of adequate replacement employees, loss of efficiency and the impact on customer service.

#### **52.8 Employee's request and Council's decision to be in writing**

52.8.1 The employee's request and Council's decision made under clauses 51.7.1(b) and 51.7.1(c) must be recorded in writing.

#### **52.9 Request to return to work part-time**

52.9.1 Where an employee wishes to make a request under clause 51.7.1(c), 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.

#### **52.10 Maternity leave**

52.10.1 An employee must provide notice to the Council in advance of the expected date of commencement of parental leave. The notice requirements are:

- a. 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; and
- b. Of the date on which the employee proposes to commence maternity leave and the period of leave to be taken—at least four (4) weeks.

52.10.2 When the employee gives notice under 51.10.1(a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

52.10.3 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.

52.10.4 Subject to clause 0 hereof and unless agreed otherwise between the Council and employee, an employee may commence parental leave at any time within six (6) weeks immediately prior to the expected date of birth.

52.10.5 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, Council may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

### **52.11 Special maternity leave**

52.11.1 Where the pregnancy of an employee not then on maternity 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.

52.11.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

52.11.3 Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed fifty two (52) weeks.

52.11.4 Where leave is granted under clause 0 hereof, during the period of leave an employee may return to work at any time, as agreed between the Council and the employee provided that time does not exceed four (4) weeks from the recommencement date desired by the employee.

### **52.12 Paternity leave**

52.12.1 An employee will provide to the Council at least ten (10) weeks prior to each proposed period of paternity leave, with:

- a. A certificate from a registered medical practitioner which names his spouse, states that she is 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 he proposes to start and finish the period of paternity leave; and
- c. Except in relation to leave taken simultaneously with the child's mother under clauses 51.5.2 (a), 51.5.2 (b) and 51.7.1 (a), a statutory declaration stating:
  - i. That he will take that period of paternity leave to become the primary care-giver of a child;
  - ii. Particulars of any period of maternity leave sought or taken by his spouse; and
  - iii. That for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

52.12.2 The employee will not be in breach of clause 0 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.

### **52.13 Adoption leave**

52.13.1 The employee will notify the Council 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.

52.13.2 Before commencing adoption leave, an employee will provide the Council with a statutory declaration stating:

- a. The employee is seeking adoption leave to become the primary care-giver of the child;
- b. Particulars of any period of adoption leave sought or taken by the employee's spouse; and
- c. That for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.

52.13.3 Council may require an employee to provide confirmation from the appropriate government authority of the placement.

52.13.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the Council immediately and the Council will nominate a time not exceeding four (4) weeks from receipt of notification for the employee's return to work.

52.13.5 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.

52.13.6 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 Council 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 Council may require the employee to take such leave instead.

#### **52.14 Parental leave and other entitlements**

52.14.1 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 0.

#### **52.15 Transfer to a safe job**

52.15.1 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 her present work, the employee will, if the Council deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

52.15.2 If the transfer to a safe job is not practicable, the employee may elect, or the Council may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

#### **52.16 Returning to work after a period of parental leave**

52.16.1 An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

52.16.2 An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 0, the employee will be entitled to return to the position they held immediately before such transfer.

52.16.3 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.

52.16.4 An eligible casual employee 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 parental leave.

52.16.5 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 Council 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.

**52.17 Replacement employees**

- 52.17.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- 52.17.2 Before Council engages a replacement employee the Council must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

**52.18 Communication during parental leave**

- 52.18.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Council shall take reasonable steps to:
- a. 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 parental leave; and
  - b. 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 parental leave.
- 52.18.2 The employee shall take reasonable steps to inform the Council about any significant matter that will affect the employee's decision regarding the duration of parental 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.
- 52.18.3 The employee shall also notify the Council of changes of address or other contact details which might affect the Council's capacity to comply with 0.

**PART 7 WORKPLACE CHANGE****53. Use of Contractors**

- 53.1 The parties recognise that the Council will require the use of contractors to carry out Council work. The parties also recognise that Council wishes to preserve as many of the positions that currently exist within Council. Council's permanent full time employees will always be given first preference to higher duties positions over contractors operations permitting.
- 53.2 Council will use contractors where the work volume is beyond the capacity of the resources or existing employees.
- 53.3 Contractors will also be used where the type of work or specialisation required is beyond the capacity of Council resources or existing employees.
- 53.4 Contractors will also be used in circumstances where it is more cost effective to deliver quality services.
- 53.5 Subject to these provisions, contractors and/or their employees will not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed.

**54. Shared Services**

- 54.1 While it is not currently Council's intention to engage in any shared resource, joint enterprise or shared service company arrangements, Council reserves the right to make a determination regarding such arrangements. In the event that Council does determine to engage in such an arrangement the consultation process set out in clause 58 - Notification of Change will occur following such decision and prior to any implementation of such arrangements.

**55. Notification of Change**

- 55.1 Where Council has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the relevant Union.
- 55.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of Councils' workforce or in the skills required; the elimination or diminishing 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 provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- 55.3 Council shall discuss with the employees affected and the relevant Union "inter-alia", the introduction of the changes referred to in clause 0 & 0 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give consideration to matters raised by the employees and/or the relevant Union in relation to the changes.

- 55.4 The discussions shall commence as early as practicable after a definite decision has been made by Council to make the changes referred to in clause 0 hereof.
- 55.5 For the purposes of such discussion, Council shall provide in writing to the employees concerned and the relevant Union 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 provided that Council shall not be required to disclose confidential information the disclosure of which would be inimical to Council's interests.

## **56. Retraining/Redeployment/Redundancy**

### **General**

- 56.1 The parties recognise that the commitment to employment security, in a work environment of continuous improvement, may result in jobs and functions within Council not remaining constant.
- 56.2 Council will make all reasonable attempts to ensure that there will be no forced redundancies during the term of this agreement.
- 56.3 Provided alternative work is available, it is the party's intent to pursue security of employment for permanent employees through re-skilling and / or retraining and / redeployment opportunities. The intent is to provide long term sustainable employment for employees, whilst acknowledging the flexibility Council requires may often require changes to people's positions.
- 56.4 Employee's work functions are also subject to technological change. Council shall be sensitive to and accommodate the reasonable training needs and costs of the individual if there is difficulty in initially embracing the new technology.
- 56.5 Provided alternative work is available, employees will either be retrained to gain new skills and accept new responsibilities, or if within the employee's level of skill, competence, and training, be placed in the next available vacancy, subject to clause 0.
- 56.6 The parties accept that there may be re-engineering of process, organisational and structural review, including job and systems redesign.
- 56.7 Council agrees to ensure that appropriate consultation will occur between all relevant parties prior to implementing significant changes to any work area.
- 56.8 When the Council has made a definite decision that a position no longer exists, the employee shall be given immediate formal written notification and:
- 56.8.1 Will be given retraining and redeployment within Council to an available position; or, if this is not possible
- 56.8.2 Shall be entitled to receive a redundancy payout in accordance with the severance payment contained in this clause.
- 56.9 If following access to a suitable retraining and redeployment period, which is not to exceed six (6) months, the employee, has not gained a position, Council shall apply the provisions of clauses 56.17, 0 and 0 (Redundancy/Severance Payment.)
- 56.10 The Council will continue to manage its workforce to meet the challenges of legislative changes in competitive tendering in order to minimise the need for involuntary labour reductions in the future.

### **Retraining**

- 56.11 As a primary strategy, the parties are committed to continually improving employment security via:
- 56.11.1 A system of training, education and retraining of employees where appropriate;
- 56.11.2 Career development and equal opportunity;
- 56.11.3 Where possible using natural attrition and re-allocation in preference to retrenchment or redundancy; and
- 56.11.4 Providing timely advice to employees about any significant re-allocation of labour.

### **Redeployment**

- 56.12 The preferred outcome of the retraining and redeployment of the employee shall be the appointment to an alternative position, which, relative to the employee's previous position is:
- 56.12.1 In a similar vocational area;
- a. With classification/wages/salary at the same level where possible. Where suitable alternative employment is found for an employee at a classification with a lower rate of pay, that employee shall continue to receive, as a minimum for all work performed, the



actual rate of pay for the classification held at the time of transfer for a period where the income/salary/wage is equal to or more than the income/salary/wage of the previous position;

- b. Accrued entitlement – when an employee accepts redeployment to a position that is a lower classification level than their previous classification level, Council agrees to pay the employee’s accrued entitlements only at the maintained income/salary/wage until the gross annual income/wage/salary of the newly classified position equals and/or surpasses such gross annual income/wage/salary;
  - c. If within six (6) months of the employee being made a redeployee and if during this period is placed in a lower level position the employee will maintain their redeployee status for the purpose of being eligible for placement in the first available position that becomes available, at their substantive level. This will only apply for six (6) months from the date of being made a redeployee;
  - d. Enabling the employee to utilise their skills and capabilities in other areas of Council;
  - e. Located, where possible, within reasonable geographic proximity to the previous position (this only applies to “mainland to islands” and vice versa); and
  - f. Where possible with equivalent status and conditions.
- 56.13 By agreement with Management, at any time prior to being placed in another position, employees may choose to take redundancy as per clause(s) 56.17, 0 and 0
- 56.14 Where more than one (1) suitable redeployee is available, a merit based process is to be undertaken, to select the most suitable redeployee.
- 56.15 NOTE: “Suitable Redeployee” is defined as redeployees at an equal or greater classification level to the vacant position and who has the level of skill, competence and or training.
- 56.16 Within twenty-(20) working days of the employee being placed in an alternative position, the employee is to advise Council if they intend to accept the position as a permanent position or, elect to receive a redundancy pay out in accordance with the severance payment contained in this agreement. During these 20 days, the employee is to receive appropriate training and induction in the position to allow them to make an informed decision.

### **Redundancy/Severance Payment**

- 56.17 In case of redundancy, employee's entitlements shall be:
- 56.17.1 Two (2) weeks wages/salary per year of service or part thereof.
  - 56.17.2 A minimum redundancy payment of four (4) weeks wages/salary.
  - 56.17.3 A maximum redundancy pay out of fifty-two (52) weeks wages/salary not including any other entitlements.
- 56.18 Access to professional advice will be available generally for a two (2) month period. This advice may include but is not necessarily restricted to the following:
- 56.18.1 Financial counselling;
  - 56.18.2 Career counselling;
  - 56.18.3 Personal support counselling;
  - 56.18.4 Job search skills, and
  - 56.18.5 Reasonable time off to attend interviews.
- 56.19 Employees will also be entitled to be paid out any Long Service Leave accumulated after five (5) years of continuous service.

## APPENDIX 1 - WAGE SCHEDULE

Classification	01/07/2009				01/07/2010			
	4% or \$35 per week whichever is the greater				4% or \$35 per week whichever is the greater			
	Annual Salary	Weekly	Hourly	Casual	Annual Salary	Weekly	Hourly	Casual
<b>Local Government Employee's (excluding Brisbane City Council) Award - State 2003</b>								
Level 1 - Non Construction	\$39,982.90	\$766.27	\$20.17	\$24.80	\$41,809.15	\$801.27	\$21.09	\$24.80
Level 2 - Non Construction	\$40,564.69	\$777.42	\$20.46	\$25.16	\$42,390.94	\$812.42	\$21.38	\$25.16
Level 3 - Non Construction	\$41,146.48	\$788.57	\$20.75	\$25.52	\$42,972.73	\$823.57	\$21.67	\$25.52
Level 4 - Non Construction	\$41,733.49	\$799.82	\$21.05	\$25.89	\$43,559.74	\$834.82	\$21.97	\$25.89
Level 5 - Non Construction	\$42,315.28	\$810.97	\$21.34	\$26.25	\$44,141.53	\$845.97	\$22.26	\$26.25
Level 6 - Non Construction	\$43,483.56	\$833.36	\$21.93	\$26.97	\$45,309.81	\$868.36	\$22.85	\$26.97
Level 7 - Non Construction	\$45,207.54	\$866.40	\$22.80	\$28.04	\$47,033.79	\$901.40	\$23.72	\$28.04
Level 8 - Non Construction	\$45,875.43	\$879.20	\$23.14	\$28.46	\$47,710.44	\$914.37	\$24.06	\$28.46
Level 9 - Non Construction	\$47,333.82	\$907.15	\$23.87	\$29.36	\$49,227.17	\$943.44	\$24.83	\$29.36
<b>Local Government Employee's (excluding Brisbane City Council) Award - State 2003 including roll up of Construction Allowance</b>								
Level 1 - Construction	\$41,285.27	\$791.23	\$20.82	\$25.61	\$43,163.62	\$827.23	\$21.77	\$25.61
Level 2 - Construction	\$41,867.07	\$802.38	\$21.12	\$25.97	\$43,745.41	\$838.38	\$22.06	\$25.97
Level 3 - Construction	\$42,448.86	\$813.53	\$21.41	\$26.33	\$44,327.20	\$849.53	\$22.36	\$26.33
Level 4 - Construction	\$43,035.87	\$824.78	\$21.70	\$26.70	\$44,914.21	\$860.78	\$22.65	\$26.70
Level 5 - Construction	\$43,617.66	\$835.93	\$22.00	\$27.06	\$45,496.00	\$871.93	\$22.95	\$27.06
Level 6 - Construction	\$44,785.94	\$858.32	\$22.59	\$27.78	\$46,664.28	\$894.32	\$23.53	\$27.78
Level 7 - Construction	\$46,509.92	\$891.36	\$23.46	\$28.85	\$48,388.26	\$927.36	\$24.40	\$28.85
Level 8 - Construction	\$47,177.80	\$904.16	\$23.79	\$29.27	\$49,064.92	\$940.33	\$24.75	\$29.27
Level 9 - Construction	\$48,636.19	\$932.11	\$24.53	\$30.17	\$50,581.64	\$969.39	\$25.51	\$30.17
<b>Engineering Award - State 2002</b>								
c10	\$42,315.28	\$810.97	\$21.34	\$26.25	\$44,141.53	\$845.97	\$22.26	\$26.25
c9	\$44,339.80	\$849.77	\$22.36	\$27.51	\$46,166.05	\$884.77	\$23.28	\$27.51
c8	\$46,364.18	\$888.57	\$23.38	\$28.76	\$48,218.75	\$924.11	\$24.32	\$28.76
c7	\$48,424.88	\$928.06	\$24.42	\$30.04	\$50,361.87	\$965.18	\$25.40	\$30.04
<b>Engineering Award - State 2002 including roll up of Tool Allowance</b>								
c10 - Tool	\$43,400.59	\$831.77	\$21.89	\$26.92	\$45,270.26	\$867.60	\$22.83	\$26.92
c9 - Tool	\$45,425.11	\$870.57	\$22.91	\$28.18	\$47,294.78	\$906.40	\$23.85	\$28.18
c8 - Tool	\$47,449.50	\$909.37	\$23.93	\$29.43	\$49,347.48	\$945.74	\$24.89	\$29.43
c7 - Tool	\$49,510.19	\$948.86	\$24.97	\$30.71	\$51,490.60	\$986.81	\$25.97	\$30.71

	01/07/2009				01/07/2010			
	4% or \$35 per week whichever is the greater				4% or \$35 per week whichever is the greater			
	Annual Salary	Weekly	Hourly	Casual	Annual Salary	Weekly	Hourly	Casual
<b>Children's Service Award 2006</b>								
Assistant Children's Services Worker - Unqualified								
Year 1	\$37,751.74	\$723.51	\$19.04	\$23.42	\$39,577.99	\$758.51	\$19.96	\$24.38
Year 2	\$39,293.62	\$753.06	\$19.82	\$24.38	\$41,119.87	\$788.06	\$20.74	\$24.77
Year 3	\$39,934.37	\$765.34	\$20.14	\$24.77	\$41,760.62	\$800.34	\$21.06	\$25.16
Children's Services Worker - Qualified								
Year 1	\$37,751.74	\$723.51	\$19.04	\$23.42	\$39,577.99	\$758.51	\$19.96	\$24.38
Year 2	\$39,293.62	\$753.06	\$19.82	\$24.38	\$41,119.87	\$788.06	\$20.74	\$24.77
Year 3	\$39,934.37	\$765.34	\$20.14	\$24.77	\$41,760.62	\$800.34	\$21.06	\$25.16
Assistant Coordinator Large Service								
Year 1	\$45,791.94	\$877.60	\$23.09	\$28.41	\$47,623.62	\$912.70	\$24.02	\$29.22
Year 2	\$46,313.73	\$887.60	\$23.36	\$29.20	\$48,166.27	\$923.10	\$24.29	\$29.61
Coordinator - Unqualified								
Year 1	\$45,791.94	\$877.60	\$23.09	\$28.41	\$47,623.62	\$912.70	\$24.02	\$29.22
Year 2	\$46,313.73	\$887.60	\$23.36	\$28.73	\$48,166.27	\$923.10	\$24.29	\$29.61
Year 3	\$47,096.40	\$902.60	\$23.75	\$29.22	\$48,980.26	\$938.70	\$24.70	\$30.00
Coordinator - Qualified Small Service								
Year 1	\$47,894.95	\$917.90	\$24.16	\$29.71	\$49,810.74	\$954.62	\$25.12	\$30.39
Year 2	\$48,980.26	\$938.70	\$24.70	\$30.38	\$50,939.47	\$976.25	\$25.69	\$30.78
Coordinator - Qualified Large Service								
Year 1	\$50,065.58	\$959.50	\$25.25	\$31.06	\$52,068.20	\$997.88	\$26.26	\$31.64
Year 2	\$50,743.90	\$972.50	\$25.59	\$31.48	\$52,773.65	\$1,011.40	\$26.62	\$32.03
Year 3	\$51,693.55	\$990.70	\$26.07	\$32.07	\$53,761.29	\$1,030.33	\$27.11	\$32.42
Year 4	\$52,507.53	\$1,006.30	\$26.48	\$32.57	\$54,607.84	\$1,046.56	\$27.54	\$32.81

	01/07/2009				01/07/2010			
	4% or \$35 per week whichever is the greater				4% or \$35 per week whichever is the greater			
	Annual Salary	Weekly	Hourly	Casual	Annual Salary	Weekly	Hourly	Casual
<b>Hospitality Industry - Restaurant, Catering and Allied Establishments Award - South- Eastern Division 2002</b>								
Introductory	\$30,628.84	\$587.00	\$15.45	\$19.00	\$32,455.09	\$622.00	\$16.37	\$19.50
Level 1	\$31,500.22	\$603.70	\$15.89	\$19.54	\$33,326.47	\$638.70	\$16.81	\$20.00
Level 2	\$32,828.17	\$629.15	\$16.56	\$20.36	\$34,654.42	\$664.15	\$17.48	\$20.75
Level 3	\$33,823.21	\$648.22	\$17.06	\$20.98	\$35,649.46	\$683.22	\$17.98	\$21.25
Level 4	\$35,655.20	\$683.33	\$17.98	\$22.12	\$37,481.45	\$718.33	\$18.90	\$22.25
Level 5	\$37,922.36	\$726.78	\$19.13	\$23.52	\$39,748.61	\$761.78	\$20.05	\$23.50
Level 6	\$38,950.28	\$746.48	\$19.64	\$24.16	\$40,776.53	\$781.48	\$20.57	\$24.25
<b>Building Trades Public Sector Award - State 2002</b>								
BT 1 - Carpenter	\$42,315.28	\$810.97	\$21.34	\$26.25	\$44,141.53	\$845.97	\$22.26	\$27.50
BT 1 - Plumber	\$42,315.28	\$810.97	\$21.34	\$26.25	\$44,141.53	\$845.97	\$22.26	\$27.50
BT 1 - Painter	\$42,315.28	\$810.97	\$21.34	\$26.25	\$44,141.53	\$845.97	\$22.26	\$27.50
BT 2	\$43,483.56	\$833.36	\$21.93	\$26.97	\$45,309.81	\$868.36	\$22.85	\$28.25
BT 3	\$45,207.54	\$866.40	\$22.80	\$28.04	\$47,033.79	\$901.40	\$23.72	\$29.25
<b>Building Trades Public Sector Award - State 2002 including roll up of Tool Allowance</b>								
BT 1 - Carpenter	\$43,655.64	\$836.66	\$22.02	\$27.08	\$45,535.51	\$872.69	\$22.97	\$28.25
BT 1 - Plumber	\$43,655.64	\$836.66	\$22.02	\$27.08	\$45,535.51	\$872.69	\$22.97	\$28.25
BT 1 - Painter	\$42,635.45	\$817.11	\$21.50	\$26.45	\$44,474.50	\$852.35	\$22.43	\$27.50

## **APPENDIX 2 – NINE (9) DAY FORTNIGHT**

Employees must at all times obey directions given by their Managers/Supervisors regarding hours of attendance. If a Manager/Supervisor directs an employee(s) to commence or cease work at a time which the individual would prefer to be absent, the Manager/Supervisors directions are to be followed.

It is essential therefore, that all employees working a Nine (9) Day Fortnight arrangement are aware that the first priority is the maintenance of acceptable workflows. Accordingly, there will need to be co-operation between employees, Managers/Supervisors in planning of working time so that during work periods resources are available to service the needs of the public, other departments and organisations, and to enable the continuance of interoffice communication and services.

Managers/Supervisors are responsible for monitoring and managing each employee's attendance patterns and where these are found to be unsatisfactory, the Manager/Supervisor should immediately counsel the employee. If, despite counselling by the Manager/Supervisor, an employee's attendance pattern continues to be unsatisfactory, the matter should be referred to the Group Manager of the Department for further action. Inclusion or participation in the scheme will not be unreasonable withheld; however, Council will at all time reserve the right to determine who may be excluded from participation, for reasons such as unsatisfactory attendance records.

The success or failure of the system and its continuance depends greatly on the attitudes, responses and co-operation of both employees and management. It is to be remembered that a Nine (9) Day Fortnight arrangement has been designed primarily to enable employees to work more efficiently and to enable them to have balance work and family commitments.

### **57. Hours of Work**

Employees must at all times obey directions given by their Managers/Supervisors regarding hours of attendance. If a Manager/Supervisor directs an employee(s) to commence or cease work at a time which the individual would prefer to be absent, the Manager/Supervisors directions are to be followed.

#### **57.1 Settlement Period**

For Nine (9) Day Fortnight settlement period is a fortnight. The nominal requirement is for employees to work 76 hours during the settlement period.

#### **57.2 Rosters**

Where work functions require employees to provide customer services within specified opening times, rosters may be drawn up, in consultation with employees, within the spread of hours in the relevant award.

#### **57.3 Standard Day**

A standard working day will be either 8 or 8.5 hours, depending upon the roster.

#### **57.4 Lunch Break**

Employees must take a lunch break of a minimum of thirty (30) minutes has to be taken, and a lunch break must be taken after an employee has worked continuously for five (5) hours.

#### **57.5 Rest Pauses**

Rest pauses of ten (10) minutes duration can be taken during the morning and afternoon periods. There is no requirement to sign off during these periods.

#### **57.6 Rostered Days Off (RDO)**

The employee shall be entitled to a day off without reduction in pay each fortnight of employment except as is otherwise provided for in this agreement. This RDO will be based on a mutually agreed rotating roster developed annually.

Normal RDO's will be taken in accordance with this annual schedule. With Managers/Supervisors approval, an employee may vary the day of their normal RDO for a specific reason. Such approval would not be unreasonably withheld.

Employees who supervise or support employees who work 38 ordinary hours per week shall have the same day off without reduction in pay as the employees they supervise or support.

Where council requires an employee to work their normal RDO, the employee will have the choice to nominate in advance whether the RDO worked will be paid at the appropriate award rate, or banked.

Work on RDO's will be undertaken by:

- Firstly, sourcing volunteers within the workgroup/ team/ area
- Secondly, sourcing other volunteer replacement employees to ensure the work is completed.
- Finally, by the Manager/Supervisor providing, where possible, seven (7) days notice to the employees concerned, and this occurring after consultation with the employee and consideration of their personal and family commitments.

Where Council requires employees to attend training on their RDO, these days will be banked, for use during a Christmas shut down. Council will give reasonable notice of training to be undertaken on an RDO and will be to a maximum of two (2) RDO's per calendar year.

Banked RDOs redeemed will be paid in the pay period in which they are taken

Where banked RDO's can not be taken, they will be paid to the employees at the appropriate rate.

Where emergency or work demands require the General Manager or delegate to recall an employee on their rostered day off to work on a particular day, then that employee will be entitled to claim overtime in accordance with the relevant provisions of this agreement and the respective award.

#### **57.7 Temporary Suspension**

The temporary suspension of the taking of RDO's, will be permitted during periods of intense activity associated with construction work, project work, rates levy and payment period and the like, by agreement between the Group Manager or delegate and employees. RDO's that would normally be taken during a period of suspension may be stored as banked RDOs and taken at a time more convenient to Council's operations.

#### **57.8 Accrual of RDO's**

Employees will have the ability to banking up to a total of five (5) days. Three (3) of those days may be used for a Christmas Shut down period if initiated by the council. Council will advise its decision regarding the Christmas shut down by 31 July of that year. If the council does not shut down over the Christmas period, these accumulated three (3) days must be taken by the end of March the following year.

#### **57.9 Notification of Absence**

Under the 9 day fortnight the normal requirements apply for notification of absences where prior approval for leave has not been given. Employees who for any reason will not be attending for duty when expected and who have not received prior approval, are required to notify their Manager/ Senior Advisor/ immediate supervisor by telephone by a minimum of half an hour prior to normal start time or at the first opportunity on the day of absence.

Failure to notify of an absence on more than one occasion may result in disciplinary action.

**APPENDIX 3 – LAWA’S**

Sewerage Pump Station Local Area Agreement

Straddie Holiday Parks LAWA No 1 2005

Redland Performing Arts Centre Local Area Agreement

**SEWERAGE PUMP STATION  
Local Area Agreement**

July 2009

**1. PRELIMINARY**

**1.1 Title**

This Agreement shall be known as the **Sewerage Pump Station Local Area Agreement**.

**1.2 Intention**

This Agreement has been developed in conjunction with Australian Workers Union of Employees (AWU) and will apply to all staff employed within the Sewerage Pump Station Team. The Sewerage Pump Station Team is specifically described as *Pump Station Operators* (PSO's) and *Assistant Pump Station Operators* (APSO's) and is responsible for the ongoing maintenance and reliability of all sewerage pumps in Redland City Council.

This Agreement has been developed in consideration of the four key objectives that underpin Redland City Council's (RCC's) Organisational Development Plan. In essence, this Agreement represents a continuous improvement strategy for Sewerage Pump Station employees that delivers and invests in sustainable, effective, clever systems, structure and people, whilst maintaining and developing a mutually beneficial partnership between management, staff and the community.

The implementation of this agreement is to be in line with Redland City Council's *Local Government Employees' (excluding Brisbane City Council) Award State Enterprise Bargaining Agreement (EBA)*. It provides clarity in regard to how the Sewerage Pump Station employees will operate and be paid.

**2. INTRODUCTION**

**2.1 The Parties**

The parties to this agreement are:

- The Council of the City of Redland
- Employees employed by Redland City Council (RCC) within the Sewerage Pump Station Team; and
- The Australian Workers' Union of Employees, Queensland

**2.2 Coverage**

This agreement shall apply to RCC Sewerage Pump Station employees directly employed at RCC Sewerage Pump Stations.

The levels referred to below will be associated with the Sewerage Pump Station Team:

Pump Station Operator	Level 8
Assistant Pump Station Operator	Level 6

**2.3 Relationship to other Industrial Agreements**

This agreement is intended to be read in conjunction with RCC's Local Government Employees' (excluding Brisbane City Council) Award State - 2003 and RCC's Local Government Employees' (excluding Brisbane City Council) Enterprise Bargaining Agreement and the provisions of this agreement shall prevail to the extent of any inconsistency.

**2.4 Date of Operation**

This agreement shall operate from DATE EFFECTIVE until 30 June 2012 inclusive, with no further claim by Council or employees to precede this date.

**2.5 Termination of Agreement**

This agreement may be terminated by either party on the giving on one (1) month's written notice. If this occurs, employees affected by this agreement will be employed in accordance with the terms and conditions of the applicable award and EBA or other agreement under which the employees would be entitled to be employed if this agreement did not exist.



## **2.6 Grievance or Dispute Settling Procedures**

In the event the parties to this agreement cannot agree on matters relating to the terms of this agreement, Council's current grievance procedure, as amended from time to time, will be used to resolve the matter.

## **3. EMPLOYEE/S RESPONSIBILITY**

It is acknowledged that the activity of maintaining Sewerage Pump Stations is vital to Redland City to maintain a unique environment and healthy living. This agreement is based on encouraging a team approach to continuous improvement to efficiently and effectively manage Redland City Council's Pump Stations.

### **3.1 Performance Agreement**

Employees are required to perform duties and functions outlined in their position description (as amended from time to time) whilst they hold a position within the Sewerage Pump Station Team. It is acknowledged that the Sewerage Pump Station team is committed to being able to monitor pump stations on site, and when necessary Pump Stations via the SCADA and telemetry systems. As such:

#### **3.1.1. Continuous Improvement**

It is essential that all employees in the Sewerage Pump Station Team are committed to continuous improvement initiatives and activities regarding Sewerage Pump Station operations, and as such are required to ensure:

- all employees, contractors and the public are not harmed;
- that no dry weather overflow occurs in relation to sewerage pump stations within reason and/or the control of the pump station team;
- adherence to the Integrated Environmental Management System to ensure that the environment is not harmed;
- system redundancy is utilised where available and required;
- call outs are minimised through maximising the reliability of the plant and system;
- operating costs are minimised;
- emerging issues and risks are identified, adequately reported and controlled;
- pump station sites are tidy
- odour and noise nuisance is minimised;
- contractors are supported in their construction and maintenance activities;
- SCADA system is maintained and utilised;
- administrative activities are carried out including purchase orders and maintenance system work requests; and
- minor maintenance activities relating to sewerage pump stations are completed in accordance with schedules.

#### **3.1.2. Training**

To carry out the role in a safe and effective manner with commitment to continuous improvement activities, it will be necessary for the employer and employee to be committed to completing the following training for all parties covered by this Agreement:

- Confined space certification (yearly)
- Emergency Preparedness Training (in conjunction with WH&S)
- First Aid (three yearly) and CPR (yearly)
- Pump maintenance (when available from pump suppliers)
- Truck mounted lifting devices
- Truck licence
- Basic telemetry system operation (when available from supplier)

- Switchboard rescue
- Environmental due diligence training and integrated environmental management system training

Where Council does not have training available, Council will pay for appropriate external training in accordance with Council's training policy.

### **3.2 Hours**

#### **3.2.1 Spread of Hours**

Operators may be requested to work their ordinary hours anywhere between 6:00 am and 6:00 pm Monday to Friday when operational activities or circumstances requires a longer day of attendance. Work required to be performed within the spread of normal hours may be resourced by staggering the start and finish times of Operators at each pump station. Where possible, pump station employees shall be given adequate notice (for example 7 days) prior to implementing such an arrangement. The ordinary hours of work for pump station employees shall total 38 hours per week.

Employees may make a written request to the Mechanical Maintenance Supervisor to vary the starting and finishing times within the span of hours of 6.00am and 6.00pm for special reasons. Consideration will be made on the basis of not impacting reliability and operational performance. Any variation in starting and finishing times requested by the employee will not be cause for any overtime claim.

#### **3.2.2 Overtime**

Unless varied by this Agreement, all overtime shall be paid in accordance with the *Local Government Employees (excluding Brisbane City Council) Award State* and will be based upon the employee's ordinary rate of pay. All employees shall gain approval to work overtime from their Supervisor prior to commencing such activities. Overtime may not be paid in instances where prior approval has not been obtained.

No claims will be paid for live sewer or maintenance allowance in regard to overtime.

Sewerage Pump Station Team members may be requested to undertake overtime to permit a full days work to be carried out on North Stradbroke Island or Coochiemudlo Island. It is expected that Sewerage Pump Station Team Members provide a commitment to carrying out overtime when requested to perform work on North Stradbroke and Coochiemudlo Islands.

#### *Intent*

*Ensure that a full day of work is performed on the remote islands and minimise the requirement for return trips, where appropriate.*

#### **3.2.3 Working through Lunch**

Where there is a requirement to work through a lunch break, Sewerage Pump Station employees are required to gain prior approval to work such overtime by their Supervisor before commencing such activities. Overtime may not be paid in instances where prior approval has not been obtained.

#### **3.2.4 Ten Hour Breaks**

RCC is committed to ensuring Sewerage Pump Station employees are not fatigued whilst working. It is the responsibility of the Sewerage Pump Station employee, where a large quantity of consecutive overtime is worked that may impact fatigue in the workplace, to contact the Mechanical Maintenance Supervisor who shall endeavour to refresh the employee with a replacement as soon as practical to permit a ten hour break to be taken.

Ten hour breaks will be taken in accordance with clause 6.5.9 Fatigue Break of the *Local Government Employees' (excluding Brisbane City Council) Award State – 2003*.

## **4. REDLAND CITY COUNCIL'S RESPONSIBILITY**

Under this agreement, RCC agree to undertake the following:

### **4.1 Proposed Pay methodology**

In a normal working fortnight the employee shall be paid for 36 hours of a live sewer payment which is equivalent to an additional one half of ordinary hours. This represents an additional 18 hours of ordinary hours in this case. The remaining 40 hours shall be paid at the rate associated with the State Award Construction/Maintenance allowance.

Part days of sick leave does not affect the payment of live sewer payment or maintenance allowance. Full day sick leave will be paid as ordinary hours only with no claim to live sewer or maintenance payments (if an employee takes off any full days of sick leave then they shall only be paid live sewer payment for 36 hours minus the four hours for each full sick day they take). As an example if a worker is away from work for 3 full days they shall only be entitled to 24 hours of live sewer payment in that pay period.

No additional claims or payments will be made for any live sewer payment or maintenance allowance outside of the amounts mentioned above. As an example if an employee works overtime they will not be entitled to claim for any extra live sewer or maintenance disability. No claims will be made or paid for working in the rain or wet places.

Employees will not be entitled to live sewer allowance payment or maintenance allowance when they are on any leave including annual and long service. Employees will be entitled to live sewer and maintenance allowance on days taken in lieu.

## **4.2 Allowances**

### **4.2.1 Live Sewer Allowance**

During a normal working pay period an allowance will be paid for live sewer activities on the basis of four hours per day for nine days. This allowance covers all instances of live sewer activity over the pay period including after hours and call out work. No additional claims for live sewer will be made over the 36 hours allocated under this MOU. The payment of live sewer will be paid on the basis of 36 hours at one-half of the ordinary hourly rate in addition to the base fortnightly pay. Allowances for wet places and working in the rain are also compensated for in the live sewer payment and therefore claims will not be paid for wet places and working in the rain.

#### **Intent**

Recognise the aspects and impacts of carrying out sewerage pump station maintenance while also ensuring that the management of the activity is automated. The allocation of 36 hours also gives consideration to periods where employees may not be carrying out live sewer activities or only one employee has had exposure and the rest of the team has not. It also gives consideration to instances where an employee may work in a wet place or work in the rain.

### **4.2.2 Maintenance Allowance**

The balance of 40 hours ordinary time per fortnight (not paid as live sewer allowance) shall be paid in accordance with the allowance rate set out in allowance clause 5.8.1 (construction, reconstruction, alteration, repair and/or maintenance work) of the Local Government Employees (excluding Brisbane City Council) Award State. This payment is in recognition of maintenance activities which are carried out and covers all instances where pump station maintenance and cleaning is required.

#### **Intent**

Recognise the aspects and impacts of carrying out effective sewerage pump station maintenance that ensures there are no unexpected pump station failures and consequential overflow of sewage.

### **4.2.3 Remote Technology Allowance**

On-Call employees required to respond to after-hours calls for assistance via telephone or computer (and not required to personally attend on site to a Call-Out) will be paid a minimum of one (1) hour at the applicable ordinary hourly rate of pay if called between the hours of 6am and 9pm on any day. If called between the hours of 9pm and 6am on any day then employees will be paid a minimum of 2 hours pay at the appropriate overtime rate as per the relevant award for that day. If another after hours call is received within the one (1) hour, or 2 hour period, no additional payment will be made for that time. However if a second call out is made after the initial one (1) hour or two (2) hour period, a second call will be treated as a separate incidence, and will be paid a minimum of one (1) hour , or two (2) hours at the applicable rate of pay as described above, and so on and so forth.

Only employees who are instructed or rostered for after hours work in accordance with this clause will be required to respond to after hours calls.

## **4.3 Leave**

### **4.3.1 Sick Leave**

It is recognised that despite highest application and regard for Workplace Health and Safety activities and appropriate assignment and use of personal protective equipment, new starters within Sewerage Pump Stations may be initially impacted by wastewater activities.

Upon application by an employee, Manager Treatment Operations will provide consideration to enable Sewerage Pump Stations employees access to their full quota of 15 days of sick leave within the first year of service. Consideration will be made on the basis of covering certified sickness.

For each full day taken off as sick leave a deduction of four hours live sewer allowance shall apply to the 36 hour allowance provided under the live sewer allowance clause.

#### Intent

Payment for live sewer is based on attending for nine days per fortnightly pay period. On days where an employee does not attend, there will not be a payment for live sewer.

#### **4.3.2 Annual Leave**

While a Sewerage Pump Station employee is on annual or long service leave, they will not be entitled to receive the live sewer and maintenance allowance.

#### **4.3.3 Days in Lieu**

A sewerage pump station team member will be entitled to receive the live sewer and maintenance allowance for days taken in lieu.

#### **5. OPERATING BASE**

The operating base for Sewerage Pump Station Team members shall be Cleveland Wastewater Treatment Plant.

#### **6. PARTIES TO THIS AGREEMENT**

**Redland Shire Council**

STRADDIE HOLIDAY PARKS  
Local Area Work Agreement No 1  
2005

**An agreement for  
all employees of  
Redland Shire Council's  
Straddie Holiday Parks**

TABLE OF CONTENTS.

PART 1	UNDERSTANDING THE AGREEMENT .....
1.	TITLE .....
2.	OBJECTIVES OF THE AGREEMENT .....
3.	REDLAND SHIRE COUNCIL CERTIFIED AGREEMENT 6 (2005) .....
4.	PARTIES BOUND .....
5.	DATE OF OPERATION .....
6.	POSTING OF THE AGREEMENT .....
7.	NO DISADVANTAGE .....
8.	LOCATION .....
9.	CLASSIFICATION OF DUTIES .....
10.	REMUNERATION .....
11.	ANNUALISED RATE .....
12.	LEAVE .....
13.	LOCATION .....
14.	NO EXTRA CLAIMS .....
15.	ROSTER .....
16.	SUPERANNUATION .....
	SCHEDULE A – PAY RATES .....

## **PART 1 UNDERSTANDING THE AGREEMENT**

### **1. TITLE**

- 1.1. This agreement shall be known as the Redland Shire Council “Straddie Holiday Parks” Local Area Work Agreement (1) 2005 and replaces all previous agreements in their entirety relating to this operation.

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

- 2.1. This is a Local Area Work Agreement and has been established for the purpose of operating the “Straddie Holiday Parks” business in line with that industry norm and provides a career path and flexible working arrangements for the employees of “Straddie Holiday Parks”.

### **3. REDLAND SHIRE COUNCIL CERTIFIED AGREEMENT 6 (2005)**

- 3.1. This agreement represents a variation to the Redland Shire Council Certified Agreement 6 (2005). Apart from the terms and conditions contained in this agreement, all other terms and conditions are as prescribed in the Redland Shire Council Certified Agreement 6 (2005) and the Local Government Employees (excluding Brisbane City Council) Award – State.

### **4. PARTIES BOUND**

- 4.1. The parties to this agreement shall be:
- 4.1.1. Redland Shire Council;
  - 4.1.2. “Straddie Holiday Parks” employees; and
  - 4.1.3. The Australian Workers Union of Employees, Queensland

### **5. DATE OF OPERATION**

- 5.1. The agreement shall commence from 1 July 2005 and shall remain in force until the expiration date of Certified Agreement 6 (2005), being 30 June, 2008.
- 5.2. A party may seek to terminate this agreement by providing one (1) months notice in writing.
- 5.3. The parties undertake to commence discussions for renegotiation of this agreement at least three (3) months prior to the expiry date.

### **6. POSTING OF THE AGREEMENT**

- 6.1. A copy of this agreement will be given to all employees affected by this agreement.

### **7. NO DISADVANTAGE**

- 7.1. No employee shall be disadvantaged as a result of the implementation of this agreement. Disadvantage is to be determined by considering the agreement as a whole.

### **8. LOCATION**

- 8.1. As mentioned in Clause 4, only those employees of “Straddie Holiday Parks” located on North Stradbroke Island are covered by this agreement. “Straddie Holiday Parks” are made up of the following:

#### Level 1 Parks

- Thankful Rest Holiday Park
- Bradbury’s Beach Holiday Park
- Adams Beach Holiday Park

Level 2 Parks

- Cylinder Beach Holiday Park
- Adder Rock Holiday Park
- Amity Point Holiday Park

Level 3 Parks

- Flinders Beach Camping Ground
- Main Beach Camping Ground

**9. CLASSIFICATION OF DUTIES**

9.1. “Straddie Holiday Parks” will have three (3) classifications and will carry out the following duties:

**Holiday Parks Assistant**

Employees at this level will carry out the following duties:

- 9.1.1. General cleaning duties in all parks as required eg, grounds, amenities blocks etc.
- 9.1.2. Work in main office on Stradbroke Island serving customers at the front counter and dealing with customers over the phone:
- Arrange bookings in Holiday Parks;
  - Arrange bookings for beach camping;
  - Arrange four wheel drive (4WD) permits.
- 9.1.3. Learning the duties of Holiday Parks Manager’s positions at all parks, through rostered time in each park to suit the operational needs of Straddie Holiday Parks.
- 9.1.4. Provide short periods of relief at Holiday Parks as required (this would involve relief for sick leave and short periods of annual leave), when qualified to do so.
- 9.1.5. Provide relief for Beach Ranger and Holiday Parks Maintenance Manager (if qualified to do so)
- 9.1.6. Any other duties required by the Manager within the officers level of skill, competence and training, and only within the range of competencies expected for the position.

**Holiday Parks Manager Level 1**

Employees at this level will carry out the following duties:

- 9.1.7. All duties listed for Holiday Parks Assistant except 8.1.3; plus
- 9.1.8. All duties reasonably expected of a Holiday Park Manager in managing Adams Beach, Bradbury’s Beach and Thankful Rest Holiday Parks;
- 9.1.9. Full-time relief of Holiday Parks Manager’s Level 2 (whilst on annual leave and on their RDO’s), and may be required to stay overnight in the park depending on operational needs.

**Holiday Parks Manager Level 2**

Employees at this level will carry out the following duties:

- 9.1.10. All duties listed for Holiday Parks Assistant, and Holiday Parks Manager Level 1, except 9.1.3 plus;
- 9.1.11. All duties reasonably expected of a Holiday Park Manager in managing Adder Rock, Amity Point, and Cylinder Beach Holiday Parks.

**Holiday Parks Maintenance Manager**

9.1.12. Employees at this level will work Monday to Friday only and will carry out all repairs and maintenance within their level of skill, competence and training. They will also be responsible to co-ordinate outside contractors working in our parks.

#### **Holiday Parks Maintenance Assistant**

9.1.13. Employees at this level will work Monday to Friday only and will carry out repairs and maintenance within their level of skill, competence and training. They may also be required to learn and carry out the duties of Holiday Park Manager.

#### **Holiday Parks Beach Ranger**

9.1.14. Officers at this level will work a five (5) in seven (7) roster. Work for Saturday ordinary time will be paid at 1.5 times the ordinary rate and work for Sunday at 2.0 times the ordinary rate. The Holiday Parks Beach Ranger will be responsible for all camping, compliance and maintenance on the beaches.

### **10. REMUNERATION**

10.1. In addition to the wages/salaries rates contained in Redland Shire Council's EB6 (2005) and relevant awards the following will apply:

10.1.1. Holiday Parks Assistant will be paid at the rate of State Award employee Level 4.

10.1.2. Holiday Parks Manager Level 1 will be paid an annualised amount (see clause 10) per year, calculation of such to be based on State Award Level 5.

10.1.3. Holiday Parks Manager Level 2 will be paid an annualised amount (see clause 10) per year, calculation of such to be based on State Award Level 6. Also officers at this level will be supplied accommodation on site.

10.1.4. Holiday Parks Maintenance Manager to be paid State Award Level 6.

10.1.5. Holiday Parks Maintenance Assistant to be paid State Award level 4.

10.1.6. Holiday Parks Beach Ranger will be paid at State Award Level 5 and work as in clause 9.1.14.

10.1.7. Holiday Parks Assistant will be paid Holiday Parks Manager Level 1 Assistant rate when relieving at Holiday Parks.

10.1.8. Casual Holiday Parks Assistants will be paid at the rate of state award employee Level 4 plus casual loading percentage.

### **11. ANNUALISED RATE**

11.1. Holiday Park Managers Level 1 and Level 2 will be paid an annualised amount and will be the total remuneration per year. The process for calculating the annualised amount is explained in the following breakdown:

	<b>Hours per year</b>	<b>Factor</b>	<b>Level 5 Hourly Rate</b>	<b>Level 6 Hourly Rate</b>	<b>Total Level 1</b>	<b>Total Level 2</b>
Rate			\$17.96	\$18.55		
Ordinary Hours	1010.8	1	\$18153.97	\$18750.34	\$18153.97	\$18750.34
Public Holiday Hours	83.6	2.5	\$1501.46	\$1550.78	\$3753.64	\$3876.95
Saturday/Sunday Hours	729.6	1.5	\$13103.62	\$13534.08	\$19655.43	\$20301.12
Leave Hours	152	1	\$2729.92	\$2819.60	\$2729.92	\$2819.60
Leave Loading	152	.175	\$477.74	\$493.43	\$471.74	\$493.43
Overtime Callout Hours	156.6	1.5	\$2812.54	\$2904.93	\$4218.81	\$4357.40
Per Annum					\$48983.51	\$50598.84

- o Ordinary Hours (1010.8) calculated at 3 days a week for 48 weeks less 11 public holidays;
- o Public holiday hours (83.6) calculated at 11 days;



- Saturday/Sunday hours (729.6) calculated at 2 days a week for 48 weeks;
- Leave hours (152) calculated at 5 days a week for 4 weeks;
- Leave loading hours (152) calculated at 4 weeks per year at 17.5%;
- Overtime/callout hours (156.6) calculated at 40 minutes a day, 5 days a week for 47 weeks.

11.2. The annualised amount will be paid proportionately on a fortnightly basis.

## **12. LEAVE**

- 12.1. Officers at Holiday Park Managers Level 1 and Level 2 will be entitled to five (5) weeks annual leave per annum and paid at the annualised rate.
- 12.2. All officers covered by this agreement will be paid Long Service leave at the base rate.
- 12.3. Officers at Holiday Park Managers Level 1 and Level 2 will be paid sick leave at the annualised rate.
- 12.4. Each other leave type not mentioned in this agreement will be paid at the base rate.

## **13. LOCATION**

- 13.1. Only those employees of “Straddie Holiday Parks” located on North Stradbroke Island are covered by this agreement. “Straddie Holiday Parks” are made up of the following:
- Cylinder Beach Holiday Park
  - Bradbury’s Beach
  - Adder Rock Holiday Park
  - Amity Point Holiday Park
  - Thankful Rest Holiday Park
  - Adams Beach Holiday Park
  - Flinders Beach Camping Ground
  - Main Beach Camping Ground

## **14. NO EXTRA CLAIMS**

- 14.1. The parties agree that during the life of this agreement, no extra claims will be made.

## **15. ROSTER**

- 15.1. The roster for Holiday Parks Assistants will cover the days of the week from Monday to Saturday. The roster will include two (2) consecutive days off per week to be taken between Saturday and Monday inclusive.
- 15.2. The roster for Holiday Park Managers Level 2 will include two (2) consecutive days off per week to be taken between Monday and Thursday inclusive. All Friday, Saturday and Sundays are to be worked by the Holiday Parks Manager Level 2.
- 15.3. The roster will be amended at peak holiday periods so that Holiday Park Managers are required to work their RDO.
- 15.4. Where Council requires an employee to work their RDO, the employee will have the choice to nominate in advance whether the RDO worked will be paid at 1.5 times the annualised rate, or banked and taken by mutual agreement, dependant on operational requirements.
- 15.5. During peak periods, the weekly roster may be altered up to a four weekly roster.

**Example:** During the Christmas New Year period the roster could be 3 x 6 day weeks followed by 1 x 3 day week.

## **16. SUPERANNUATION**

16.1. Superannuation will be based at the following base award rate of each officer:

16.1.1. Holiday Park Assistant – Level 4 rate

16.1.2. Holiday Park Manager Level 1 – Level 5 rate at a minimum however this may be increased up to the annualised rate subject to the LG Superannuation requirements

16.1.3. Holiday Park Manager Level 2 — Level 6 rate at a minimum however this may be increased up to the annualised rate subject to the LG Superannuation requirements

16.1.4. Holiday Park Maintenance Ranger – Level 6 rate

16.1.5. Holiday Park Beach Ranger – Level 5 rate

**SCHEDULE A – PAY RATES****17. HOLIDAY PARKS MANAGER'S PAY RATES**

			3.6%	3.8%	4.0%
			01-Jul-05	01-Jul-06	01-Jul-07
Holiday Level 1	Park	Manager	972.57	1009.50	1049.90
Holiday Level 2	Park	Manager	1004.63	1042.80	1084.52

**REDLAND CITY COUNCIL**  
**Redland Performing Arts Centre**  
**LOCAL AREA AGREEMENT**

**C O N T E N T S**

1. PRELIMINARY
  - 1.1 ... TITLE
  - 1.2 ... INTENTION
2. INTRODUCTION
  - 2.1 ... THE PARTIES
  - 2.2 ... COVERAGE
  - 2.3 ... RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS
  - 2.4 ... DATE AND PERIOD OF OPERATION
  - 2.5 ... EXPIRY OF AGREEMENT
  - 2.6 ... TERMINATION OF AGREEMENT
  - 2.7 ... GRIEVANCE OR DISPUTE SETTLING PROCEDURES
3. EMPLOYEE/S RESPONSIBILITIES
  - 3.1 ... DUTIES
  - 3.2 ... HOURS
    - 3.2.1 Spread of Hours
    - 3.2.2 Hours of Work
    - 3.2.3 Casual Employees
    - 3.2.4 Multi-Hiring
    - 3.2.5 Mixed Functions
    - 3.2.6 Rates of Pay for Juniors
    - 3.2.7 Pay Rates Linked to Certified Agreement
    - 3.2.8 Meal Breaks
  - 3.3 ... REQUIREMENT TO WORK OVERTIME
    - 3.3.1 Time Off In Lieu (TOIL)
  - 3.4 ... BRIEFING/TRAINING

**!Unexpected End of Formula**
4. REDLAND CITY COUNCIL'S RESPONSIBILITIES
  - 4.1 ... PAYMENT OF WAGES
  - 4.2 ... LONG SERVICE LEAVE
  - 4.3 ... BEREAVEMENT LEAVE2
  - 4.4 ... STATUTORY OR PUBLIC HOLIDAYS
  - 4.5 ... PAYMENT FOR APPROVED OVERTIME WORKED
  - 4.6 ... SUPERANNUATION
  - 4.7 ... SAFETY AND PROTECTIVE EQUIPMENT, TOOLS ETC
  - 4.8 ... TERMINATION BY REDLAND CITY COUNCIL
  - 4.9 ... PART TIME EMPLOYMENT
- 5.0 OTHER MATTERS
  - 5.1 ... STAFFING LEVELS
  - 5.2 ... COPY OF AGREEMENT
  - 5.3 ... RIGHTS RESERVED
6. REDLAND CITY COUNCIL EMPLOYEE OFFER DOCUMENT
7. SCHEDULE 15
  - 7.1 ... CLASSIFICATIONS AND WAGES
  - 7.2 .. CLASSIFICATION DEFINITIONS

**1. PRELIMINARY**

**1.1 TITLE**

This Agreement shall be known as the **Redland Performing Arts Centre, Local Area Agreement.**

**1.2 INTENTION**

The Redland Performing Arts Centre operates throughout the year from early in the morning until late at night. The operational demands of the venue mean that conventional Award arrangements of hours and pay cannot apply. Therefore, a special Agreement is necessary to provide an appropriate negotiated structure for staff

conditions of employment and to allow Managers and Council a framework for accurate budgeting and forecasting of costs.

This Agreement reflects Council's vision for:

- The Redland Performing Arts Centre to be the focal point of Redland's diverse entertainment, cultural, community and commercial events which will provide opportunities for growth of local business, families and lifestyles and to be recognised as a benchmark throughout Australia in the provision of a regional entertainment facility.

Employees covered by the Agreement will be afforded the opportunity to attain additional skills, flexibility and access to career paths. This will encourage and support a highly skilled and committed workforce where participation and development of employees will be a priority for the betterment of the individuals and Redland Performing Arts Centre.

Work will be organised to maximise the flexibility of the workforce and wherever possible enable employees to work to the limits of their skills and capabilities. There will be no artificial barriers preventing employees from performing tasks in which they have been trained.

The implementation of this Agreement in line with Council's State Award Employees Enterprise Bargaining Agreement will provide ongoing wage increases and secure employment with operational flexibilities to enable the outcomes sought to be achieved.

## **2. INTRODUCTION**

### **2.1 THE PARTIES**

The parties to this Agreement are:

- (i) The Council of the City of Redland;
- (ii) Employees employed by Redland City Council in the classifications as listed in Schedule 1 of this Agreement; and
- (iii) The Australian Workers' Union of Employees, Queensland.

### **2.2 COVERAGE**

This Agreement shall apply to Redland Performing Arts Centre employees employed in the classifications as listed in Schedule 1 of this Agreement. This agreement, excluding the wages schedule, shall also apply to employees enrolled in traineeships relevant to callings listed in Schedule 1. Traineeship wages are determined in accordance with the Training Wage Award - State.

### **2.3 RELATIONSHIP TO OTHER INDUSTRIAL INSTRUMENTS**

The parties agree this Agreement is intended to be read in conjunction with the Redland City Council State Award Employees Enterprise Bargaining Agreement and the Local Government Employees' (excluding Brisbane City Council) Award - State.

Where there is any inconsistency between the provision of this Agreement and Redland City Council's State Award Employees Enterprise Bargaining Agreement or Local Government Employees (excluding Brisbane City Council) Award - State, the provisions of this Agreement shall prevail to the extent of the inconsistency.

### **2.4 DATE AND PERIOD OF OPERATION**

This Agreement shall operate from 1 July 2008 to 30 June 2011 inclusive. In the interim period till 1 July 2008 the agreement will operate as a Memorandum of Understanding (M.O.U).

### **2.5 EXPIRY OF AGREEMENT**

The parties agree this Agreement will expire in line with the current Redland City Council State Award Employees Enterprise Bargaining Agreement with a nominated expiry date of 30 June 2011.

### **2.6 TERMINATION OF AGREEMENT**

This agreement may be terminated by either party on the giving of three (3) months written notice. If this occurs those employees affected by this agreement will be employed in accordance with the terms and conditions of the applicable award or Enterprise Bargaining Agreement or other agreement under which the employees would be entitled to be employed if this agreement did not exist.

## 2.7 GRIEVANCE OR DISPUTE SETTLING PROCEDURES

In the event the parties to this Agreement cannot agree on matters relating to the terms of this Agreement, Council's current Grievance Procedure, as amended from time to time, will be used to resolve the matter.

## 3. EMPLOYEE/S RESPONSIBILITIES

The Agreement is based on encouraging a team approach to effectively and efficiently operate the Redland Performing Arts Centre. Hence, under this Agreement, the employee/s agrees to undertake the following:-

### 3.1 DUTIES

Perform the duties and undertake the functions outlined in the Position Description (as amended from time to time) for the position expected to be performed by the incumbent employed in a position at the Redland Performing Arts Centre. In addition, the employees will:

- follow all lawful directions given by the employee's supervisor or management representative;
- actively and constructively participate in Redland City Council's Local Performance Process;
- assist and facilitate the effective and efficient administration of Council in performing their day to day work functions;
- work with the objective of realising the strategic goals of Redland City Council;
- abide by Council's Code of Conduct and other Policies and directives;
- maintain a dress standard and a level of hygiene which projects the professional image of Council;
- observe, at all times, the Workplace, Health and Safety Act and Regulations, the Local Government Act and Council's Policies and Procedures particularly with regard to safe work practices and the wearing and/or use of safety clothing, equipment, tools and appliances.

### 3.2 HOURS

#### 3.2.1 Spread of Hours

Ordinary hours of work may be worked between the hours of 6.00am and 1.00am on any 5 out of 7 days per week including Saturday and Sunday without the payment of overtime or weekend penalty rates.

#### 3.2.2 Hours of Work

- (1) The ordinary hours of duty of the employee shall not exceed 10 hours on any one day or 38 hours in any period of 5 consecutive days including Saturdays and Sundays.
- (2) Overtime shall be payable for work performed in excess of 10 hours ordinary on any one day or 38 hours in any period of 5 consecutive days.
- (3) Employees required to work on a statutory holiday shall be paid at double time and a half with a minimum of 4 hours.

#### 3.2.3 Casual Employees

- (1) Definition: Staff employed on an as required basis for a minimum of 3 hour engagement and a maximum of 38 hours per week.
- (2) Where a casual employee finishes work in less than 3 hours per engagement and provided they left the workplace at their own volition, they shall be paid only for time actually worked.
- (3) Where casual employees are required to work on more than one duty period on the same day, only one minimum payment will be paid for the day.
- (4) The rate of pay for casual employees shall be the rate indicated in the table set out in Schedule 1 hereto for the classification applicable and includes a 23% loading.

#### 3.2.4 Multi-Hiring

Employees, covered under this agreement, will be required to perform any of the duties and responsibilities expected of a Redland Performing Arts Centre employee, having regard to their qualifications and experience in a multifunctional environment.

This will ensure a broad range of occupational groupings can be met by suitably qualified, trained, multi-skilled and experienced staff.

### **3.2.5 Mixed Functions**

- (1) An employee who is required or nominated by the Employer to undertake the substantial duties of a position which attracts a higher rate of pay under this Agreement than the employee's ordinary classification will be entitled to receive the higher rate of pay for the period that the employee is undertaking those duties. This clause shall not apply to an employee who is undertaking such duties as part of a Nationally Accredited Training Programme.
- (2) Where an employee is required to perform work attracting a higher rate of pay for less than 3 hours on any one day they shall be entitled to be paid the higher rate for 3 hours. If the employee is required to undertake such duties for 3 hours or more they shall be entitled to be paid the higher rate in respect of those hours actually worked at the higher classification.

### **3.2.6 Rates of Pay for Juniors**

Junior employees shall be paid the following percentages of the minimum adult rate for the classification of the duties they are performing.

	%
Under 18 years of age	70

### **3.2.7 Pay Rates Linked to Certified Agreement**

The wage rates shown at Schedule 1 shall be varied in the same way as State Award increases under Council's Enterprise Bargaining Agreement applicable from time to time.

### **3.2.8 Meal Breaks**

All employees required to work more than 5 hours continuously will be entitled to an unpaid meal break of 30 minutes provided that:

- (1) such break is not taken at the end of the engagement, and
- (2) the taking of this break may be scheduled to ensure no disruption of service to customers.

## **3.3 REQUIREMENT TO WORK OVERTIME**

Employees covered by this Agreement will be required to work reasonable overtime to meet the operational needs of the Centres. Where such overtime is worked, the normal overtime provisions under and pursuant to Local Government Employees' (Excluding Brisbane City Council) Award - State shall apply.

Overtime will be paid at 1 ½ times the ordinary rate for the first three hours and double time thereafter Monday to Saturday inclusive. Overtime worked on a Saturday shall be subject to a minimum payment of 3 hours at overtime rates.

Overtime worked on a Sunday shall be paid at double time with a minimum payment of 3 hours at overtime rates.

An employee shall not be entitled to a minimum payment in respect of each separate period of overtime in a day and no minimum payment shall apply where the overtime is continuous with an employee's ordinary hours of work.

### **3.3.1 Time Off In Lieu Of Overtime (TOIL)**

TOIL may occur by mutual agreement between Management and the individual employee. TOIL credits reflect actual time worked i.e. hour for hour and is not subject to penalty rates.

## **3.4 BRIEFING/TRAINING**

Employees will be given the opportunity to participate in a range of training activities. Employees may be required to attend briefing/training sessions outside their rostered working hours and where this occurs, it will be considered as ordinary working time and be paid for at normal hourly rates.

### **3.5 NOTICE OF TERMINATION BY EMPLOYEE**

The employee is to give Redland City Council at least one week's notice of termination of employment. If an employee fails to give this notice, Redland City Council shall have the right to withhold the equivalent of one week's pay due to the employee.

## **4. REDLAND CITY COUNCIL'S RESPONSIBILITIES**

Under this Agreement, Redland City Council agrees to undertake the following:

### **4.1 PAYMENT OF WAGES**

4.1.1. Pay the employee's wages by an electronic funds transfer (EFT) to an account, nominated by the employee, with a financial institution with EFT facilities in accordance with Council's pay practices. This includes any bank, credit union, permanent building society or other financial institution. The employees will be paid these wages in accordance with Council's practices (currently on a fortnightly basis). These wages will be transferred to the employee's account prior to normal ceasing time on the nominated pay day.

4.1.2. Where an employee's employment is terminated by either the Council or by the employee (where the employee has given notice in accordance with Clause 3.5 or 4.8 of this Agreement), all monies due to the employee from the Council shall be paid within 24 hours.

Provided that, where the intervention of weekends or public holidays arise and payment within 24 hours is not reasonably practicable, payment of all monies due to the employee will be made at the earliest reasonable opportunity. Monies due to an employee who does not give notice in accordance with Clause 3.5 of this Agreement shall be available to the employee at the earliest reasonable opportunity.

### **4.2 LONG SERVICE LEAVE**

Provide for long service leave under the terms and conditions specified in Clause 5.4 of the Local Government Employees' (Excluding Brisbane City Council) Award - State, and in accordance with Council's policies.

### **4.3 BEREAVEMENT LEAVE**

Recognise the Bereavement Leave provisions specified in Clause 5.6 under and pursuant to the Local Government Employees' (Excluding Brisbane City Council) Award - State.

### **4.4 STATUTORY OR PUBLIC HOLIDAYS**

4.4.1 In accordance with legislative requirements, employees under this Agreement will be entitled to observe each of the following statutory or public holidays listed in Clauses 4.4.2 and 4.4.3 below:

4.4.2 However, employees covered by this Agreement, rostered to work on any day appointed under the Holidays Act 1983, shall be paid for at the rate of double time and one half with a minimum of four hours.

4.4.3 All work done by these employees in a district specified from time to time by the Minister by notification published in the Gazette on the day appointed under the Holidays Act 1983, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town as specified in such notification of such district shall be paid for at the rate of double time and a half with a minimum of four hours.

4.4.4 For the purposes of this provision, "double time and a half" shall mean one and a half days wages in addition to the prescribed ordinary day, or pro-rata if there is more or less than a day.

4.4.5 All time worked on any of the aforesaid holidays outside the ordinary starting and ceasing times for the day of the week on which such holiday falls shall be paid for at double the overtime rate prescribed by the Award for such time

### **4.5 PAYMENT FOR APPROVED OVERTIME WORKED**

Where approved overtime is worked, employees are paid in accordance with emergency and overtime provisions under and pursuant to the Local Government Employees (excluding Brisbane City Council) Award - State.



#### **4.6 SUPERANNUATION**

Pay all appropriate superannuation contributions, as Redland City Council is required, in accordance with the Local Government Superannuation Scheme Trust Deeds and Act.

#### **4.7 SAFETY AND PROTECTIVE EQUIPMENT, TOOLS ETC**

Supply employees, at no expense to the employee, all safety and protective equipment, all necessary protective clothing, all necessary tools of trade and all other equipment and appliances required for the safe performance of their work. The employees agree to wear and use such equipment, clothing, tools and appliances as aforesaid and shall return same to Redland City Council on termination or otherwise when requested by Redland City Council. The necessity of any such clothing, equipment, tools or appliances shall be determined by Redland City Council.

Redland City Council shall provide for employees use, in addition to the requirements of all relevant Statutes and By-Laws, health, safety and welfare amenities as required from time to time by reason of the conditions and place of employment.

#### **4.8 TERMINATION BY REDLAND CITY COUNCIL**

In the event of termination of employment and unless summarily dismissed for a valid reason, Redland City Council shall give the notice provided for in the Queensland Industrial Relations Act 1999 as appropriate.

#### **4.9 PART TIME EMPLOYMENT**

A part-time employee is a weekly hired employee who is engaged to work a constant number of hours per week which is less than 38 hours per week on not more than 5 days of the week within the ordinary hours prescribed in clause 3.2.2 .

The ordinary hours of work for a part-time employee may be altered by mutual agreement. Such arrangements will be made in writing. In such cases, part-time employees may work up to 10 hours per day, without the payment of overtime. The additional hours so worked will be taken into account in the pro rata calculation of entitlements.

#### **5.0 OTHER MATTERS**

##### **5.1 STAFFING LEVELS**

It is acknowledged that only those employees necessary to meet the operational needs of Council owned facilities and events will be rostered for duty at any one time.

##### **5.2 COPY OF AGREEMENT**

Upon execution of the Agreement, Redland City Council shall supply a copy of this Agreement to each employee parties to the agreement. In addition, a true copy of this Agreement will be kept either on the Noticeboard at the Redland Performing Arts Centre or in a place readily available to employees.

##### **5.3 RIGHTS RESERVED**

Nothing in this Agreement shall be construed as limiting the capacity of the parties to this Agreement to mutually agree from time to time, to terms or conditions of employment different from those contained herein. Provided such variations are achieved in accordance with the relevant provisions of the Queensland Industrial Relations Act and Regulations as applicable and the provisions of Council's Enterprise Bargaining Agreement or Council's Policies or Procedures.

6. REDLAND CITY COUNCIL EMPLOYEE OFFER DOCUMENT

**REDLAND PERFORMING ARTS CENTRE**

**AGREEMENT**

EMPLOYEE NAME: \_\_\_\_\_

EMPLOYEE NUMBER: \_\_\_\_\_

POSITION TITLE: \_\_\_\_\_

I have received a copy of the proposed Local Area Agreement and:

I am prepared to accept this Agreement and the terms and conditions outlined therein.

YES  NO

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTE: THIS FORM IS TO BE SIGNED AND RETURNED TO YOUR SUPERVISOR NO LATER THAN ..... OR AT THE COMMENCEMENT OF YOUR FIRST ROSTERED SHIFT IMMEDIATELY FOLLOWING THIS DATE.**

**7. SCHEDULE 1**  
**7.1 CLASSIFICATIONS AND WAGES**

Effective 1 July 2008

	<b>Base (Weekly)</b>	<b>Wage</b>	<b>Base Wage (Hourly)</b>	<b>Casual (Hourly)</b>
<b>Grade 1</b>	\$628.80		\$16.5473	\$20.3531
<b>Grade 2</b>	\$646.50		\$17.0131	\$20.9261
<b>Grade 3</b>	\$727.00		\$19.1315	\$23.5317
<b>Grade 4</b>	\$811.78		\$21.3627	\$26.2761
<b>Grade 5</b>	\$886.40		\$23.3263	\$28.6913

- Note 1: Council reserves the right to introduce new positions and classifications as required by developments in technology and to improve flexibility in the workplace.
- Note 2: Above rates will be updated at the EBA increases agreed as part of Council's next EBA commencing 1 July 2008. However as this agreement will also operate as a MOU from Date of signing until 1 July 2008 salary increases will only apply from 1 July 2009 and 1 July 2010.

**7.2. CLASSIFICATION DEFINITIONS**

**Grade 1:**

"Grade 1 – Redland Performing Arts Centre Employee", shall mean an employee who usually performs the normal duties of Car Park Attendant, Front of House Service Attendant, Box Office Attendant, Bar Attendant, Food & Beverage Attendant, Event Team Assistant, Theatre Technician, Production Assistant, Utility Services Attendant.

**Grade 2:**

"Grade 2 - Redland Performing Arts Centre Employee", shall mean an employee who usually performs the normal duties of, Head Front of House Service Attendant, Head Bar Attendant, Head Food & Beverage Attendant.

**Grade 3:**

"Grade 3 - Redland Performing Arts Centre Employee", shall mean an employee who usually performs the normal duties of, Theatre Technician, Utility Services Attendant.

**Grade 4:**

"Grade 4 - Redland Performing Arts Centre Employee", shall mean an employee who usually performs the normal duties of Theatre Technician – Sound & Lighting Operation.

**Grade 5:**

"Grade 5 - Redland Performing Arts Centre Employee", shall mean an employee who usually performs the normal duties of Front of House Coordinator, Theatre Technician – Duty Technical Supervisor.

**SIGNATORIES**

Signed for and on behalf of **Redland City Council**..... Gary Stevenson PSM  
 In the presence of ..... Peter Tragardh

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

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

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

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

Signed for and on behalf of the Automotive, Metals, Engineering,  
 Printing and Kindred Industries Industrial Union of Employees, Queensland ..... Brian Devlin  
 In the presence of:..... Ann-Marie Allan

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

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