

Redland City Council

Employees Certified Agreement

2019

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## **PART 1 – FORMALITIES**

### **1. Title**

- 1.1. This Agreement will be known as the Redland City Council Employees' Certified Agreement 2019, referred to as the "Agreement".

### **2. Parties**

- 2.1. The negotiating parties to the Agreement are:
- RCC – Redland City Council,
  - AWU – The Australian Workers' Union of Employees, Queensland,
  - TWU – Transport Workers' Union of Australia, Union Of Employees (Queensland Branch), ABN
  - CFMEU – Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland,
  - PGEU – Plumbers and Gasfitters Employees' Union Queensland, Union of Employees, ABN
  - AMEPKU – Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland,
  - ETU – The Electrical Trades Union of Employees, Queensland.

### **3. Coverage**

- 3.1. The Agreement covers:
- Redland City Council (RCC);
  - Employees who are covered under the classification outlined pursuant to the relevant Awards referred to at 4.1;
  - The Union's parties to this Agreement.

### **4. Award Relationship**

- 4.1. The Agreement is to be read and applied wholly in conjunction with the:
- *Local Government Industry (Stream B) Award – State 2017; and*
  - *Local Government Industry (Stream C) Award – State 2017*
- 4.2. Where there is any inconsistency between the Agreement and the Awards above, the Agreement will prevail to the extent of the inconsistency.

### **5. Duration**

- 5.1 This Agreement will have a nominal expiry 3 years after the date of certification. This Agreement will continue in force after its nominal expiry date until such time as it is terminated.

### **6. Meeting prior to renegotiation**

- 6.1 Employees may (if they choose) attend one paid meeting of no longer than one (1) hour in duration for the purposes of discussing the development of an employee/union log of claims, to be presented to RCC prior to the negotiation of any new/replacement certified agreement. The timing and location of the meeting must be mutually agreed between RCC and the parties, and will not be earlier than six (6) months prior to the nominal expiry date of this Agreement.

### **7. Objectives**

- 7.1. This Agreement reflects an acknowledgement by the parties of their mutual obligation to actively support the objectives of RCC's Corporate Plan and embrace the vision, mission and principles underpinning the plan.

- 7.2. The parties also acknowledge this Agreement provides an industrial framework which promotes and underpins a consistent organisational culture that ensures RCC remains responsive and accountable to the needs of the broader Redlands community.
- 7.3. Fundamental to this objective is the demonstrable commitment by RCC and staff to the principle of continuous improvement which, by necessity, includes the recognition that the uptake and use of new technology is an expectation of the employment relationship necessary for the achievement of tangible productivity and service delivery improvements.
- 7.4. To this end, the parties will work together to identify, develop and implement improvements in the effectiveness, efficiency and level of service delivery.

## 8. No Extra Claims

- 8.1. It is agreed that during the life of the Agreement, no extra claims will be made by either party in terms of salary and wages, except where consistent with a relevant decision of the Queensland Industrial Relations Commission.

## 9. Displaying the Agreement

- 9.1. A copy of the Agreement will be placed in a conspicuous location on RCC's Intranet.

## PART 2 – DEFINITIONS

### 10. General Definitions

- 10.1. Act – *The Industrial Relations Act 2016 (Qld)*
- 10.2. Relevant Awards mean:
- *Local Government Industry (Stream B) Award – State 2017; and*
  - *Local Government Industry (Stream C) Award – State 2017*
- 10.3. *All Purpose Allowance* – means an allowance that forms part of the employee's ordinary rate of pay for the calculation of overtime, paid leave, notice of termination, superannuation and redundancy payments.
- 10.4. *Ordinary Rate* – is the rate of pay payable to an employee where work is performed during ordinary hours, but does not include the following:
- (a) Incentive-based payments and bonuses;
  - (b) Loadings;
  - (c) Monetary allowances;
  - (d) Overtime or penalty rates;
  - (e) Any other separately identifiable amounts.
- 10.5. *Significant Effects* – include:
- (a) termination of employment;
  - (b) major changes in the composition, operation or size of RCC's workforce or in the skills required;
  - (c) the elimination or diminishing of job opportunities, promotion opportunities or job tenure;
  - (d) the alteration of hours of work;
  - (e) the need for retraining or transfer of employees to other work or locations;
  - (f) the restructuring of jobs; and
  - (g) the introduction of new technology that will lead to significant effects as defined by the dot points above.

- 10.5.1. A significant effect does not include any matters referred to where the Award or Act makes provision and allows for that alteration. In this instance, the alteration is deemed to not have significant effect.
- 10.6. QES means Queensland Employment Standards prescribed under the Act.
- 10.7. *Employee personal information* – includes any information prescribed as personal information under the *Information Privacy Act 2009*, or information of a personal nature. The disclosure of such to a third party who is not the employer is prohibited under legislation.
- 10.8. "Redland Water" for clause 56, means employees employed to undertake work in the operational area of Redland City Council responsible for water supply and distribution and waste water collection and treatment.

## 11. Definitions for Redundancy and Redeployment

- 11.1. *Business* – includes trade, process, business or occupation and includes part of any such business.
- 11.2. *Retrenchment* – means the termination of an employee's employment at the end of the redeployment period.
- 11.3. *Retrenched* – means the situation after having been subject to *retrenchment*
- 11.4. *Redundancy* – occurs where RCC has made a definite decision that it no longer requires the job the employee has been doing, done by anyone, but does not include where this is due to the ordinary and customary turnover of labour.
- 11.5. *Redeployment period* – means a period of up to six (6) months commencing from the date when an employee's position has been stated by RCC to have become redundant, and may end earlier either by the employee terminating their employment with RCC, or on account of an employee having been redeployed and appointed to an alternative position in RCC's organisational structure.
- 11.6. *Departure payment* – means a payment which may be offered to a redundant employee upon their position becoming redundant, and includes:
- 11.6.1. *Severance pay* equal to the following:

Up to 2 years continuous service	4 weeks' pay
More than 2 years continuous service	An additional 2 weeks' pay for each year, or part thereof, capped at 52 weeks' pay

- 11.6.2. all statutory leave entitlements owing to the employee (including an offer for Long Service Leave to be paid out to the employee if the employee has served more than 5 years continuous service with RCC, or is otherwise eligible to Long Service Leave); and
- 11.6.3. all banked RDOs standing to the employee's credit at the termination date; and
- 11.6.4. at the sole discretion of the CEO, an 'exit payment' may be offered.
- 11.7. *Weeks' pay* – means the weekly ordinary rate paid to the employee immediately prior to the position becoming redundant, or if not engaged in the position immediately prior to the position becoming redundant, the weekly ordinary rate paid to the employee if the employee would have been engaged in that position immediately prior to the position becoming redundant.

- 11.8. *Exit payment* – means an additional payment, separate to severance pay and all other wages or statutory entitlements owing to an employee at the time of redundancy, which may be offered to an employee whose position has become redundant. The offer of an ‘exit payment’ as part of a departure payment is at the sole discretion of the CEO and may not be offered or available in all cases.
- 11.9. *Transmission* – includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

### **PART 3 – ORGANISATIONAL FLEXIBILITY**

#### **12. Workplace Change and Flexibility**

- 12.1. The parties recognise that change may occur during the life of this Agreement. The parties will maintain the consultative mechanisms as outlined in this Agreement to help facilitate change.

#### **13. Contractors**

- 13.1. The parties recognise that RCC may require the use of Contractors to carry out RCC work. The parties also recognise that RCC wishes to preserve as many of the permanent positions that currently exist within RCC. RCC’s permanent employees will always be given first preference to higher duties positions over Contractors, operations permitting.
- 13.2. Contractors may be used where the work volume is beyond the capacity of the resources of existing employees.
- 13.3. Contractors may be used where the type of work or specialisation required is beyond the capacity of RCC resources or existing employees.
- 13.4. Contractors may be used in circumstances where it is more cost effective to deliver quality services.
- 13.5. 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.

#### **14. Shared Services**

- 14.1. RCC reserves the right to make a determination regarding engaging in shared service arrangements. Where proposed shared service arrangements would lead to a change likely to be of particular significance to employees, RCC must comply with clause 15.

#### **15. Notification of Change**

- 15.1. Where RCC proposes to make a decision to introduce changes that are likely to be of particular significance to employees, RCC shall notify and consult the employees who may be affected should such decision to introduce change be made, and where requested by the employee/s or the Union, the Union.
- 15.2. Notwithstanding clause 15.1, where it is reasonably foreseeable that a proposed change would also lead to ‘significant effects’ for employees, RCC will notify the relevant Union/s before a definite decision is made, and if requested by the Union/s, will also consult with the Union/s about the proposed change.
- 15.3. For the purpose of clause 15, RCC will, where practicable, hold a face to face meeting to discuss with those employees who may be affected and, where requested by the Union, the relevant Union:
- 15.3.1. The proposed changes referred to in clause 15;
- 15.3.2. The effects the proposed changes would likely have on employees;
- 15.3.3. Any proposed measures to avert or mitigate the adverse effects of such proposed changes on employees, should a definite decision be made; and



- 15.3.4. Must give consideration to matters raised by the employees and/or their relevant Union in relation to the proposed changes, prior to any final decision being made in relation to the proposed changes.
- 15.4. The discussions shall commence as early as practicable after RCC has a reasonably clear understanding of how any proposed decision may affect relevant employees.
- 15.5. For the purposes of discussion, RCC will, prior to entering into such discussions, provide in writing to the relevant employees, and if required by their relevant Union;
- 15.5.1. All relevant information about the proposed changes reasonably available to RCC including the details about the nature of the changes proposed;
- 15.5.2. Details about any expected effects of the changes on employees; and
- 15.5.3. Any other matters likely to affect employees.
- 15.6. RCC will not be required to disclose any information that is confidential, employee personal information or commercially sensitive or which would be detrimental to RCC's interests unless orders are made for such disclosure by a Court or Commission.

## **16. Joint Consultative Committee**

- 16.1 All parties to this Agreement agree to establish and maintain a Joint Consultative Committee (JCC)
- 16.2. **Purpose**
- 16.2.1 The purpose of the JCC is to act as a consultation forum for management, employees and Unions to discuss RCC wide employment and industrial relations issues.
- 16.3. **Structure and Composition**
- 16.3.1. The JCC comprises representatives of RCC's management, Union Delegates and Officials from the Unions listed as parties to the Agreement who represent employees. The number of representatives from each of the parties eligible to attend should be no more than three (3) in total.
- 16.3.2. Parties are at liberty to substitute participants during the meeting, to provide subject matter expertise, provided that the number of representatives does not exceed the total in clause 16.3.1.
- 16.3.3. The parties commit to the effective operation of the JCC and will provide the necessary support to successfully implement its agreed terms of reference.
- 16.4. **Terms of reference**
- 16.4.1. The JCC meetings will be scheduled quarterly. If there are no agenda items or the parties mutually agree, the scheduled meeting will not be held.
- 16.4.2. The JCC will meet for the purposes of receiving and reviewing existing reporting information about RCC and its workforce, and to consider broad industrial and employment matters that may impact the workforce, including but not limited to:
- (a) The implementation of this Agreement; and
  - (b) Workforce demographics, employee turnover rates, vacancies and time to fill metric, contingent labour statistics, statistics on alcohol and other drug testing with respect to numbers tested and negative and non-negative results; and
  - (c) Any other issues remaining unresolved, and/or otherwise not being dealt with, through mechanisms contained elsewhere in this Agreement.

### 16.5. Meeting Arrangements

- 16.5.1. The JCC shall be chaired on a rotational basis between management and Union representatives. RCC will provide a minute secretary for all meetings.
- 16.5.2. All members of the JCC can submit agenda items for discussion based on the terms of reference. All relevant written information and documents must be circulated with the agenda to members of the JCC at least one week prior to the meeting, unless otherwise mutually agreed.
- 16.5.3. A copy of the agreed minutes will be posted within one week of agreement. RCC will post agreed minutes on RCC's intranet and provide a copy to all JCC members.

## PART 4 – WAGE RELATED MATTERS

### 17. Schedule of Wages

- 17.1. The minimum wages for each classification level under the relevant Awards, expressed annually, fortnightly and on an hourly basis is set out in Appendix 1 of this Agreement.
- 17.2. The divisible factor used for calculating wages per weeks is 52.1786 weeks per year.
- 17.3. Payment of monies will be made using Electronic Funds Transfer (EFT) directly to the account(s) provided in writing by the employee, and will be paid on a Wednesday on a fortnightly basis. Should the account details change for the depositing of wages 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.

### 18. Occupational Superannuation

- 18.1. RCC will contribute on behalf of each employee an amount into a nominated superannuation fund as prescribed under the Local Government Employees Superannuation Scheme established pursuant to the *Local Government Act 2009*.

### 19. Recovery of Overpayments

- 19.1. Where an employee receives an overpayment, a reasonable repayment schedule will be implemented. The repayment arrangements will be determined through discussion and agreement between RCC and the employee. Recovering any overpayment of entitlements will be for a period of up to three (3) years from the date the overpayment is identified. Wherever possible, deductions should be made within the same financial year in which the overpayment was identified. Agreement to a repayment plan will not be unreasonably withheld by the employee or RCC.
- 19.1.1. RCC reserves the right to reclaim amounts paid in error for a period of greater than three (3) years, in instances where the employee was responsible for the overpayment occurring.
- 19.1.2. In the case where an employee's employment terminates with an outstanding overpayment owing, arrangements for repayment will be a standard provision of the employee's repayment schedule.

## PART 5 – UNION DELEGATES AND MEMBERSHIP

### 20. Union Membership

- 20.1. RCC acknowledges that a person is eligible to become and/or remain a member of an industrial association without fear of discrimination.
- 20.2. RCC acknowledges that a person who does not wish to become and/or remain a member of an industrial association may refrain from doing so without fear of discrimination.

## **21. Union Delegates**

- 21.1. RCC acknowledges that Union delegates have a continuing role to play in the workplace. The existence of accredited Union delegates is encouraged. RCC will not hinder accredited delegates in the reasonable and responsible performance of their duties, provided that prior permission from the delegates' manager/supervisor has been first obtained. The manager/supervisor will not unreasonably withhold such request.
- 21.2. Union delegates will have access to the RCC email system, telephones (excluding mobile phones), printers and photocopiers in accordance with RCC's *Employee Code of Conduct*, policies and/or guidelines, which can be considered to be reasonable and cost effective to RCC.
- 21.3. Global emails and any notices to be put on non-union noticeboards must have prior approval by an Executive Manager.
- 21.4. RCC will allow Union information to be available at the employee induction program under mutually agreed conditions.
- 21.5. Union delegates will have access to meeting rooms in RCC 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.

## **22. Union Delegates Training Leave**

- 22.1. Upon application, RCC may provide five (5) days each calendar year for each accredited Union delegate to attend approved Union training. Additional days may be requested to attend special or one-off training course(s)/conference(s)/meeting(s). This request must be made in writing to the accredited Union Delegates' manager/supervisor, with supporting documentation, and approval will not be unreasonably withheld.
- 22.2. The five (5) days approved Union training offered each calendar year are non-accumulative.

## **23. Union Membership Fee Deduction**

RCC will facilitate the deduction and remittance of Union fees for employees who formally request RCC to do so.

## **PART 6 – DISPUTE RESOLUTION**

### **24. Dispute Resolution Procedure**

- 24.1. In the event of any workplace dispute arising, work will continue as per usual. Where there are genuine matters of health and safety involved, alternative measures may need to be taken.
- 24.2. The Dispute Resolution Procedure to be followed:
  - 24.2.1. 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 time given the complexity of the issue;
  - 24.2.2. If the grievance or dispute relates to the manager/supervisor, then the matter can be addressed with the next manager/supervisor above the manager/supervisor defined in clause 24.2.1;
  - 24.2.3. If the grievance or dispute is unresolved in clause 24.2.1 and clause 24.2.2, the employee(s) can refer the grievance or dispute and the remedy sought to the relevant Senior Manager. This referral must be in writing. The relevant Senior Manager and employee(s) are to attempt to resolve the matter in a reasonable time given the complexity of the issue;

- 24.2.4. If after clause 24.2.3 has been exhausted, and the matter is unresolved, the employee(s) can refer the matter to the relevant Executive Manager for resolution. The Executive Manager will attempt to resolve the matter in a reasonable time given the complexity of the issue;
- 24.2.5. If after clause 24.2.4 has been exhausted, and the matter remains 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 time given the complexity of the issue;
- 24.3. At any stage of the procedure, an employee may seek the support of another person or Union representative.
- 24.4. Throughout all stages of the Procedure, all relevant facts shall be clearly identified and recorded.
- 24.5. If the grievance(s) or dispute(s) is referred to the People and Culture Group or requires the People and Culture Group to conduct a formal investigation, an RCC appointed investigator will finalise the investigation and provide advice in a timely manner taking into consideration the scope of the investigation.
- 24.6. Where the issue cannot be resolved following exhaustion of the process outlined in clause 24.2, either party may refer the dispute to the Queensland Industrial Relations Commission (QIRC) for conciliation and if necessary, arbitration. Any arbitrated decision shall be binding on the parties.

## **PART 7 – EMPLOYMENT RELATIONSHIP**

### **25. Full time**

- 25.1 Full time employees work an average of 38 hours per week.

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

- 26.1 The full terms and conditions of the nine (9) day fortnight provisions are detailed in Appendix 2.

### **27. Part time**

- 27.1 Part time employees may be engaged for a minimum of 7.6 ordinary hours per week.

### **28. Transition to Retirement**

- 28.1. Transition to retirement arrangements may be available to those employees considering full time retirement from the workforce and who may consider a transition period to retirement. This is in recognition of the need to facilitate the transfer of corporate knowledge, skills and provide guidance and mentoring to other employees prior to retirement, for the mutual benefit of RCC and the employee.
- 28.2. Any such arrangements between RCC and the employee will be documented in writing confirming the agreed pattern of work required, which may include (as applicable):
- 28.2.1. Weeks to be worked over the period;
- 28.2.2. Minimum ordinary hours per week;
- 28.2.3. Days on which the work is to be performed including the daily starting and finishing times; and
- 28.2.4. A duty statement for the period.
- 28.3. These arrangements may be varied by mutual agreement between RCC and the employee and any agreed amendments are to be documented.
- 28.4. All leave entitlement balances accrued immediately prior to the approved *transition to retirement* arrangement will be maintained without reduction, except where the employee utilises approved leave. On commencement of the arrangement, all leave will accrue in accordance with the relevant hours of work clauses within the Employees' Agreement and/or relevant Award.

## 29. Make-up Time

- 29.1. Make-up time allows full and part time 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, in emergency situations, with 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.
- 29.2. This make up time is agreed to operate in a manner that allows employees time for time to assist in their work/life balance.

## 30. Breaks and Rest Pauses

- 30.1. Breaks and rest pauses will be taken in accordance with the relevant Award.

## 31. Probation Period

- 31.1. Unless agreed in writing prior to the commencement of employment, upon initial appointment to RCC, all positions will serve a minimum initial period of three (3) months' probation, during which the employee's suitability for the position will be determined.

## 32. Termination of Employment

- 32.1. An employee is to provide RCC a minimum of two (2) weeks' notice of termination of employment.
- 32.2. If an employee fails to give two (2) weeks' notice of termination, RCC has the right to withhold monies in lieu of any un-worked notice period.
- 32.3. RCC is to provide an employee the following notice of termination periods or payment in lieu of notice periods:

Period of Continuous Service	Period of Notice
Up to 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 32.4. If RCC terminated the employment, for those employees over forty-five (45) years of age at the time of the notice being given, who have not less than two (2) years continuous service, will be entitled to an additional (1) weeks' notice.

## 33. Absent without Leave

- 33.1. An employee who has been absent for a period of seven (7) working days without the consent of RCC and who does not, during such time, establish to the satisfaction of RCC, a reasonable cause for the absence shall be deemed to have abandoned their employment.
- 33.2. Before an employee is terminated on the basis of abandonment of employment, RCC will make a reasonable effort to contact the employee.
- 33.3. Any termination of employment on the basis of abandonment shall be effective as from the date of the last attendance at work or the last days' absence in respect of which consent was granted.

## 34. Workplace Health and Safety

- 34.1. RCC is committed to safety in the way we conduct our business.
- 34.2. RCC will continue to promote and involve employees in developing safe, healthy and fair workplaces.

- 34.3. RCC is committed to understanding all contributing factors that impede or assist the achievement of safety, allocating resources to address these issues and improving key business processes.
- 34.4. RCC will continue to reduce the number and severity of workplace injuries by embedding the Workplace Health and Safety (WH&S) Framework, which will encourage an attitude of 'safety' and safe working behaviours at all levels.
- 34.5. RCC managers/supervisors and employees will:
  - 34.5.1. Undertake hazard identification and risk assessment;
  - 34.5.2. Implement and review control processes;
  - 34.5.3. Investigate all work-caused incidents (including near misses), record and report all investigations and action/s taken;
  - 34.5.4. Allocate resources, improve work processes, provide and participate in relevant WH&S training; and
  - 34.5.5. Ensure that all Personal Protective Equipment (PPE) is worn at all times.
- 34.6. RCC is committed to encouraging and promoting an active and healthy workforce.

### **35. Learning and Career Development**

- 35.1. RCC is committed to lifelong learning at both an organisational and individual level.
- 35.2. To meet the changing needs of RCC and the community, RCC agree to:
  - 35.2.1. Monitor, review and update approaches to the development of required skills and capabilities;
  - 35.2.2. Acquire and share knowledge; and
  - 35.2.3. Continue to build a workforce of capable, competent and committed employees.
- 35.3. Employees commit to learn and apply new skills and knowledge, adapt to new ways of working and participate in initiatives which assist RCC to meet future needs.
- 35.4. RCC is committed to training and career development for all RCC employees. Training shall be consistent with the *Australian Quality Training Framework* (AQTF), where appropriate, and wherever possible will aim to satisfy the requirements of the relevant industry, professional or statutory body.

### **36. Performance Appraisal System**

- 36.1. Performance Appraisal 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.
- 36.2. RCC will introduce a common date approach to performance appraisals in which all performance appraisals will occur across RCC during the month of March. This will assist with the planning and budgeting cycles at RCC.

### **37. Classification/Reclassification Process**

- 37.1. Employees will be classified in accordance with the classification definitions contained in the relevant Awards. RCC will ensure that each position has a written job description available, detailing the duties that the incumbent of the position is required to undertake.
- 37.2. Employees may make applications for reclassification of positions on a twice-yearly basis. Employees may submit *Requests for Reclassification form* by 31 May or by 30 November each year for consideration and RCC will provide a decision within twelve (12) weeks of those dates. While requests for reclassification may be submitted at any time, unless exceptional circumstances exist (such as

substantial change or restructuring of the position), consideration of the request will not occur until the next round of the reclassifications cycle.

- 37.3. Managers/supervisors can request a reclassification and evaluation of a position at any time where there has been a RCC directed change in the design of the position and/or organisational restructure.
- 37.4. Reclassifications are based on the evaluation of the duties, responsibilities and skills required to perform the inherent requirements of the role, and not necessarily the capabilities of the person filling the position.
- 37.5. Generally a position may be reviewed for reclassification if the duties, responsibilities and/or skills required to perform the role have increased, require a greater complexity or have significantly changed.
- 37.6. Employees shall be given a written response to their request, including reasons where a request for reclassification to a higher level has been refused.
- 37.7. An employee may dispute the classification determined by RCC. Any disputes that are initiated regarding classification shall be dealt with in accordance with dispute resolution procedure of this Agreement.
- 37.8. A position reclassification application will only be assessed once per year, when the request has been received from the employee.
- 37.9. Any position reclassification will not result in a reduction of pay for existing employees. This provision does not apply where a position reclassification resulted from disciplinary or performance management action.
- 37.10. If a position has been reclassified one (1) level higher, the employee will automatically progress with the position to the higher level, without triggering redeployment and/or redundancy. This position cannot be requested to be reclassified by the employee for a two year period from the date of the level increase.
- 37.11. If a position has been reclassified two (2) or more levels, the *Redundancy and redeployment* provision within clause 41 will be triggered.
- 37.12. The reclassified position will be advertised internally, in the first instance:
  - (a) Suitable redeployees will not automatically be placed in the reclassified position;
  - (b) If the employee of the reclassified position is the only person who applies, and is suitable for appointment (ie. has been assessed by a selection panel to meet the selection criteria, and has demonstrated capability to perform all the responsibilities of the reclassified role), they will be appointed without having to go through a full interview process and referee check.

### **38. Recruitment**

- 38.1. Simultaneous advertising means advertising a vacant position to employees of RCC and externally to the public at large, seeking applications for the filling of a vacant position by means of appropriate advertisements timed to appear at the same time. Where RCC is of the opinion there are no suitably skilled and/or qualified employees within RCC, 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 RCC's discretion, irrespective of the classification level.
- 38.2. 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) to Level Five (5), inclusive, of the *Queensland Local Government Industry (Stream B) Award – State 2017; Division 2; Section 5*.
- 38.3. For positions classified at Level Six (6) to Level Nine (9), inclusive, under the *Queensland Local Government Industry (Stream B) Award – State 2017; Division 2; Section 5* or those positions deemed to be technical or specialist in classification and governed by another relevant Award, RCC 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.

### **39. Travelling Directly to a Work Site**

- 39.1. Employees will commence/finish work at the location of the current construction/workplace as appropriate in order to maximise utilisation of resources.
- 39.2. 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.
- 39.3. Implementation of such arrangements shall be by mutual agreement with the work areas concerned.

### **40. Workcover**

- 40.1. When an employee is on a workcover/rehabilitation or return to work program, he/she will not be entitled to work under the nine (9) day fortnight roster, on-call roster or overtime if to do so could reasonably cause a foreseeable risk or delay in the employee's capacity to return to perform the inherent requirements of the employee's position.

### **41. Redundancy and Redeployment**

- 41.1. Objectives:
  - (a) to retain, if possible, employees whose positions have become redundant in continued employment within RCC;
  - (b) to make reasonable attempts to retrain and redeploy employees whose positions have become redundant;
  - (c) to pay monetary compensation to those employees whose positions have become redundant and who have elected not to partake in a redeployment process;
  - (d) to assist employees whose positions have become redundant to find suitable ongoing employment; and
  - (e) to action forced redundancies only as a last resort.

- 41.2. Employees exempted

This clause does not apply to:

- 41.2.1. Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- 41.2.2. Probationary employees;
- 41.2.3. Apprentices;
- 41.2.4. Trainees;
- 41.2.5. Employees engaged for a specific period of time or for a specified task or tasks; or
- 41.2.6. Casual employees.

- 41.3. Notification and consultation prior to redundancy decision:

The *Notification of Change* requirements (see clause 15 of this Agreement) also apply to redundancy situations.

- 41.4. Redundancy Procedure:

The steps outlined below describe in broad terms, what occurs following a position having been determined as redundant;

- 41.4.1. Following consultations, a redundancy decision is taken and employee notified in writing of the date of redundancy;
- 41.4.2. Upon notification of redundancy, the employee may be offered a departure package;



- 41.4.3. If an employee is offered a departure payment at the time of redundancy, the employee may elect to take the departure package and terminate employment, or alternatively, may decline the departure package and partake in the redeployment process outlined in clause 41.5 and 41.6 for a period of up to 6 months. An employee must decline their offer of a departure package in writing.
- 41.4.4. If the employee declines an offer of a departure payment at the time of redundancy, the employee's participation in the redeployment process in lieu of any entitlement to severance pay (i.e. they will not receive severance pay as part of their departure package as stated at 11.6), where the employee's employment terminates during or at the end of the redeployment period.
- 41.4.5. If no offer of a departure payment is made, the employee will partake in the redeployment process outlined in clause 41.5 from the date of redundancy. In such instances, sub-clause 41.4.4 will not apply.
- 41.4.6. During the redeployment period, and subject to an employee's successful appointment to an alternative position within RCC's organisational structure, in which case clause 41.6 will apply, an employee's wage will be maintained at the same level and increment as applied to the employee immediately prior to their former position becoming redundant. Service during the redeployment period does not count for the purpose of determining incremental progression.
- 41.4.7. If the redeployment period concludes without the employee being placed in a suitable position at the employee's substantive classification level or, by agreement to a lower classification level, then the employee will be retrenched, and subject to sub-clause 41.4.4, will be entitled to a departure package.
- 41.4.8. Where a suitable alternative position cannot be found within the six (6) month redeployment period, the employee may be retrenched. However, prior to any decision being taken to retrench an employee, RCC will meet with the affected employee to discuss the retrenchment.
- 41.5. **Redeployment Process:**  
Is a process for the duration of the redeployment period of placing employees in alternative positions in RCC's organisational structure.
- 41.6. *The following provides an outline of the obligations of RCC and employees during the redeployment period:*
- 41.6.1. RCC will provide appropriate and reasonable retraining opportunities, will provide each redeployee with a case manager and will ensure employees have reasonable access to job vacancy details.
- 41.6.2. RCC will consider the suitability of employees for vacancies in its operational structure that are at the same level as their redundant position prior to advertising all positions.
- 41.6.3. Each employee, in consultation with their manager/supervisor, must complete a *Redeployment Agreement* and an *Action Plan* for the redeployment period. The *Redeployment Agreement* commits an employee to actively participate in appropriate retraining and apply for roles for which they are suitably qualified.
- 41.6.4. The *Action Plan* also outlines the tasks that the manager/supervisor and employee will undertake to find suitable alternative employment. The manager/supervisor must ensure that the employee is provided with reasonable resources, support and training to enable employment transitions.
- 41.6.5. Training must be oriented towards, and tangibly linked to existing or anticipated realistic employment opportunities, and this should be clearly outlined in the *Action Plan*.
- 41.6.6. Employees must participate actively in the redeployment process by making themselves available to be considered for vacancies, accepting reasonable redeployment and retraining opportunities and being pro-active in searching and applying for jobs.

41.6.7. During the redeployment period employees may be placed (transferred, redeployed or seconded) to a vacancy without the position being advertised. A redundant employee can be placed into an internal vacancy at the same level as their redundant position, or at one (1) level below.

41.6.8. RCC will consider employees engaged in the redeployment process for vacancies within its organisational structure before other applicants; and

41.6.8.1 Assess the employee's suitability for a vacant position solely in relation to their capacity to meet the selection criteria and not on the basis of relative merit; and

41.6.8.2 If the employee is deemed suitable by the appointing manager, appoint the employee to the vacant position; and

41.6.8.3 If the employee is unsuccessful, provide feedback to the employee upon request.

41.6.8.4 If there is more than one (1) suitable employee in a redeployment process seeking appointment to a vacant position in RCC's organisational structure, a merit based selection process is to be undertaken to select the most suitable for those employees.

41.6.8.5 If a vacancy position is more than one (1) classification level below an employee's redundant position classification level, the employee may only be appointed to that position by mutual agreement.

41.7. Redeployment at level or to lower classification:

41.7.1. Employees redeployed and appointed to a position at the same classification level as that of the employee's redundant position, will be entitled to receive the same increment level applying to the employee immediately prior to their former position becoming redundant.

41.7.2. Where an employee is redeployed and appointed to a position which is one (1) classification level lower than the classification level of the employee's redundant position, the rate of that was payable to the employee immediately prior to the employee's former position becoming redundant, 'the former rate' will be maintained for the employee (but without incremental progression), until such time as the rate of pay stated in this Agreement, at the top increment of the level at which the employee's redeployed position has been classified, 'the new rate', surpasses the employee's former rate of pay.

41.7.3. If an employee and RCC mutually agree that the employee be redeployed and appointed to a position which is more than one (1) classification lower than that of the employee's redundant position, the employee will not be entitled to salary maintenance, and will receive the rate of pay (at the first increment of the classification level) payable under this Agreement for that lower level position.

41.8. Job search entitlement:

Employees shall be allowed up to one (1) day's time off without loss of pay during each month of notice for the purpose of seeking other employment;

If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee may, at the request of RCC, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

41.9. Financial Advice entitlement

Employees will be entitled to one (1) paid meeting in work time with a registered financial adviser/planner, up to the value of \$350. A receipt by a registered financial adviser/planner must be provided for reimbursement, up to the amount of \$350 for this meeting.

#### 41.10. Transmission of business

The provisions of clause 41 are not applicable where a business is before or after the date of this Agreement, transmitted from one employer (in this sub-clause called the **transmittor**) to another employer (in this sub-clause called the **transmittee**), in any of the following circumstances:

- (a) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- (b) Where the employee rejects an offer of employment with the transmittee:
  - i. In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
  - ii. Which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

## PART 8 – ALLOWANCES

### 42. Roll up of Allowances

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

- 42.1.1. Construction;
- 42.1.2. Reconstruction;
- 42.1.3. Alternation, repair and/or maintenance work; and/or
- 42.1.4. Tool allowance.

### 43. Live Sewer Allowance

43.1. Employees from Waste Water Reticulation and Mechanical/Electrical Team and who are engaged consistently in work which involves direct personal contact with raw sewage, in a live sewer or internal cleaning of septic tanks, releasing blockages in sewerage lines, septic tanks and connections thereto, shall be paid four (4) hours at the rate of time and a half for all time so engaged only on the days worked.

43.2. Live Sewer Allowance

- (a) Employees, other than those referred to in clause 43.1 and/or in receipt of an allowance at clause 44, where undertaking live sewer work or cleaning septic tanks during ordinary hours, will be paid at the rate of time and a half for all time undertaking such work.
- (b) During overtime or on weekends or public holidays, employees performing live sewer work will be paid an allowance equal to one half of the ordinary hourly rate in addition to the relevant overtime, weekend or public holiday rate while undertaking such work.
- (c) The term 'live sewer work' will mean work carried out in situations where there is direct aerial connection with a sewer through which sewage is flowing. The term will also include work in connection with septic tanks and cleaning of mechanical plant if such plant is contaminated with sewage.
- (d) Where aerial connection with a sewer or septic tank is blocked by a disc, plug, valve, water seal or other means, the live sewer rate will not apply.
- (e) Employees who are on any day required to carry out work in connection with the release of blockages in sewerage lines, septic tanks and connections thereto will be paid not less than

four (4) hours at the rate stated in clause 43.2 (a). All time spent travelling to and from such work will be considered time worked for this purpose.

- (f) This allowance will not apply to employees engaged at sewerage treatment plants.
- (g) Live Sewer Work Allowance will not be paid in addition to the payment of Construction, Reconstruction, Alteration, Repair and/or Maintenance work allowance prescribed in clause 42.1, and the relevant award.

#### **44. Biological Allowance**

- 44.1. Wastewater treatment plant operators and assistant operators shall be paid a biological allowance of an additional two (2) hours per day at their ordinary rate of pay for the standard nine (9) day fortnight working roster when work is performed at wastewater treatment plants.
- 44.2. This allowance will not be paid for work on weekends, rostered or otherwise, on overtime, on public holidays (except where the public holiday forms part of the standard nine (9) day fortnight, in which case the public holiday working day will attract the allowance), or on periods of leave including annual and long service leave. Part days of sick leave do not affect the payment of the biological allowance, but a full day of sick leave will be paid as ordinary hours with no claim to the biological allowance.
- 44.3. This clause is in full and final settlement of all parties' claims for its duration. It is a term of this clause that no party will pursue any further claims relating to wages or conditions of employment (e.g. live sewer allowance).

#### **45. Dead Animal Removal Allowance**

- 45.1. Employees will be paid an allowance of \$20.00 per week when required to remove dead animals regardless of the amount collected or size of the dead animal. If no animals are collected, this payment will not occur.

#### **46. Pesticide Spray Allowance**

- 46.1. Employees using pesticides for the control of weeds, mosquitoes and other pests shall be paid an additional amount at the rate of \$13.45 per week whilst engaged in such work.

#### **47. Trailer Allowance**

- 47.1. Employees driving a motor vehicle to which a light trailer, caravan, compressor, concrete mixer, lighting plant, welding plant, road broom or generator set is attached shall be paid an allowance of \$3.50 per day. This rate shall apply whether the trailer is loaded or empty and regardless of whether the trailer has a single axle or has more than one axle.

#### **On-Call, Remote Technology and Call-out Allowances**

##### **48. On-call Allowance**

- 48.1. RCC 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 RCC.
- 48.2. Where RCC 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 of \$45.00 per day for each day the employee is on-call shall be paid.
- 48.3. To be eligible for the allowance, the employee must have been instructed to be available for work, be readily accessible (within half an hour radius of RCC place of employment) and in a fit state if called upon to perform work. The mere provision of electronic means for contact or to perform work remotely does not in itself justify entitlements to the allowance.
- 48.4. 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.

- 48.5. When an employee is required to be on-call on any gazetted public holiday, an employee shall have one stand-by day added to the employee's balance for each public holiday on which the employee is required to remain on-call.
- 48.6. If an employee is on sick leave, annual leave, or long service leave, they are ineligible to be rostered on-call and will not receive payment of this allowance.
- 48.7. If an employee is on sick leave, they must notify their manager/supervisor as soon as practicable, so that the on-call roster can be managed.
- 48.8. For the purposes of clause 49, 50 and 51, emergency work occurs when urgent work is required to be done which cannot wait until the next business day. Emergency work is therefore associated with an emergency callout (whether performed from home or at a workplace) and includes duties reasonably associated with that callout.

#### **49. Remote Response Minimum Payment**

- 49.1. On-call employees required to respond or undertake emergency work for RCC 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 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 hourly rate of pay.
- 49.2. Logs must be maintained by the on-call employee and must contain:
  - 49.2.1. Date;
  - 49.2.2. Start and finish time of remote emergency work undertaken; and
  - 49.2.3. Description of work undertaken.
- 49.3. Only employees who are instructed or rostered for after-hours work in accordance with this clause will be required to respond to after-hour calls.
- 49.4. Overtime worked as a result of responding or undertaking emergency work in accordance with clause 49, will not be regarded as overtime of the purposes of clause 49 where the actual time worked is less than two (2) hours, or where four (4) or more remote responses are undertaken over a period of greater than three (3) consecutive hours which in total has resulted in less than two (2) hours work.

#### **50. Call-out Minimum Payment**

- 50.1. 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.
- 50.2. The payment received in those circumstances shall not be less than three (3) hours wages at the applicable overtime 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.
- 50.3. 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.
- 50.4. Subject to the employee receiving a 15 minute rest break prior to commencing ordinary hours, the minimum payment referred to in clause 50.2, will not apply where overtime is worked continuous with the commencement of ordinary hours.

### **51. Standby Allowance for Bushfire and Storm Response**

- 51.1. During the bushfire and storm season, RCC may require employees to be on standby for bushfire and storm response.
- 51.2. Employees shall be paid an allowance of \$45.00 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 \$45.00 per day for each public holiday.

## **PART 9 – HOURS OF WORK**

### **52. Hours of work**

- 52.1. Spread of hours shall be as per the relevant Award provisions. The spread of ordinary hours (where prescribed by the relevant award) may be altered by up to 2 hours in either direction provided there is agreement between RCC and an individual employee.
- 52.2. Agreement to alter the spread of ordinary hours will not be unreasonably withheld where RCC considers an alteration to the ordinary span of hours would be operationally beneficial or that community/customer service be enhanced by doing so.
- 52.3. The approval of the manager/supervisor is required to work in excess of the normal daily working hours.
- 52.4. Work on Saturdays and Sundays can be undertaken between 7:00am and 4:30pm:
  - 52.4.1. By sourcing volunteers from within the workgroup/team/area; or
  - 52.4.2. Through the relevant Award provisions.
- 52.5. Unless otherwise stated, ordinary hours performed on a Saturday and/or a Sunday as part of the 38 hours per week shall be paid at the penalty rates prescribed by the Award.
- 52.6. Where an employee seeks to work their ordinary hours on Saturday or Sunday to suit their personal circumstances, the agreement in writing shall indicate the change was at the employee's request, and RCC will not be required to pay weekend penalty rates prescribed by the Award.
  - 52.6.1. This clause applies to all employees.

## **PART 10 – SPECIAL EMPLOYMENT ARRANGEMENTS**

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

### **53. Special Maintenance Teams and Team Leaders (Gangers)**

- 53.1. This section only applies to Special Maintenance Teams and Team Leaders (Gangers).
- 53.2. Two (2) general purpose maintenance teams can be formed, and each team will work on a roster basis which may incorporate Saturday and/or Sunday.
- 53.3. The roster for each team shall be established following consultation between the manger/supervisor and the employees within each team and provide for two (2) consecutive days off per week, except for where the change of roster occurs.
- 53.4. Bandwidth:
  - 53.4.1. 6:00am - 6:00pm, Monday to Friday;
  - 53.4.2. 7:00am - 4:30pm, Saturday and Sunday.

- 53.5. Work performed on a Saturday and/or a Sunday by these teams as part of the 38 hours a week shall be paid at Award rates.
- 53.6. Work on Saturdays and Sundays will be undertaken by:
- i. Firstly, sourcing volunteers within the workgroup/team/area;
  - ii. Secondly sourcing other volunteer replacement employees to ensure work is completed, that is, if one or more members of the work group does not wish to work, then the manager/supervisor is to source replacement employees;
  - iii. 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.
- 53.7. 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 eight point five (8.5) hours, or eight (8) hours, depending on the roster.
- 53.8. The approval of the manager/supervisor is required to work in excess of the normal daily working hours.

#### **54. Construction Teams**

- 54.1. This section applies to construction teams.
- 54.2. In the Infrastructure and Operations Groups, 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.
- 54.3. Ordinary hours:
- 54.3.1. 6:00am - 6:00pm, Monday to Friday
  - 54.3.2. 7:00am - 4:30pm, Saturday and Sunday
- 54.4. Work performed on a Saturday and/or a Sunday by these teams as part of the thirty eight (38) hours per? week shall be paid at Award rates.
- 54.5. Work on Saturdays and Sundays will be undertaken by:
- i. Firstly, sourcing volunteers within the workgroup/team/area;
  - ii. Secondly, sourcing other volunteer replacement employees to ensure work is completed, that is, if one or more members of the work group does not wish to work, then the manager/supervisor is to source replacement employees;
  - iii. 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.
- 54.6. Ordinary hours are to be worked seventy six (76) hours per settlement period. This will normally be worked over nine (9) days, i.e. nine (9) days fortnight and the standard day will be eight point five (8.5) or eight (8) hours, depending on the roster.
- 54.7. The approval of the manager/supervisor is required to work in excess of the normal daily working hours.

#### **55. Redland Performing Arts Centre and Indigiscapes Café**

- 55.1. Coverage

These clauses apply to Redland Performing Arts Centre employees employed in the classifications as listed in clause 55.8 of this Agreement and also the Indigiscape Café employees.

#### 55.2. Spread of hours

Ordinary hours of work may be worked between the hours of 6:00am and 1:00am on any five (5) out of seven (7) days per week, including Saturday and Sunday. Monday to Saturday work inclusive will be without payment of penalty rates. Any work performed on Sundays shall be paid at double time.

#### 55.3. Hours of Work

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

#### 55.4. Casual Employees

- (a) Casual employees are defined as staff employed on an as required basis for a minimum of three (3) hours per engagement.
- (b) Where a casual employee finishes work in less than three (3) hours and provided they left the workplace at their own volition, they will be paid only for time actually worked.
- (c) Where casual employees are required to work on more than one (1) duty period on the same day, only one (1) minimum payment prescribed at clause 55.4(a) will be paid for the day.
- (d) The rate of pay for casual employees shall be the rate indicated in the table set out in Appendix One hereto for the classification applicable and includes a 23% loading.
- (e) Any work performed on Sundays shall be paid at double time.

#### 55.5. Multi-Hiring

- (a) Employees covered under this Agreement, will be required to perform any of the duties and responsibilities expected of a Redland Performing Arts Centre or Indigiscapes Café employee, having regard to their qualifications and experience in a multifunctional environment.
- (b) This will ensure a broad range of occupational groupings can be met by suitably qualified, trained, multi-skilled and experienced staff.

#### 55.6. Mixed Functions

- (a) An employee who is required or nominated by RCC 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*.
- (b) Where an employee is required to perform work attracting a higher rate of pay for less than three (3) hours on any one (1) day, they shall be entitled to be paid the higher rate for three (3) hours. If the employee is required to undertake such duties for three (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.

#### 55.7. Meal Breaks

55.7.1. All employees required to work more than five (5) hours continuously will be entitled to an unpaid meal break of thirty (30) minutes provided that:



- Such break is not taken at the end of the engagement; and
- The taking of this break may be scheduled to ensure no disruption of service to customers.

55.8. Definitions for Redland Performing Arts Centre and Indigiscapes Café Employee Classifications

**Grade 1**

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, and Utility Services Attendant.

Entry level theatre technician, their duties would include: unloading trucks, setting portable stage, assist in installing and uninstalling flooring, painting, maintain production equipment, setting tables and chairs, assisting under instruction in lighting, staging and audio.

**Grade 2**

An employee who usually performs the normal duties of, Head Front of House Service Attendant, Head Bar Attendant, Head Food & Beverage Attendant.

Theatre technician with industry experience, duties would include: unloading trucks, setting portable stage, assist in installing and uninstalling flooring, painting, maintain production equipment, setting tables and chairs, assist in rigging, patching, focus of lighting, assist in set up of staging, and assist in set up of audio system, assist in set up of AV systems.

**Grade 3**

An employee who usually performs the normal duties of, Theatre Technician, Utility Services Attendant & Box Office Supervisor

Experienced theatre technician, duties would include: unloading trucks, setting portable stage, installing and uninstalling stage flooring, painting, maintain production equipment, setting tables and chairs, rigging, patching and focusing lighting, set up of staging and scenery and set up of audio system; set up AV systems.

**Grade 4**

An employee who usually performs the normal duties of Theatre Technician – Sound & Lighting Operation.

Experienced theatre technician, duties would include: unloading trucks, setting portable stage, installing and uninstalling stage flooring, painting, maintain production equipment, setting tables and chairs; rigging, patching and focusing lighting; ability to operate and trouble shoot all aspects of lighting in performance environment, set up of staging, scenery and rigging; set up of audio systems including radio systems, ability to troubleshoot and operate all aspects of audio in performance environment; set up AV systems, ability to troubleshoot and operate all aspects of AV in performance environment; ability to design and construct staging and scenery, experienced in operation of hand and power tools.

**Grade 5**

An employee who usually performs the normal duties of Front of House Coordinator, Theatre Technician – Duty Technical Supervisor.

Experienced theatre technician, duties would include: Perform all duties as outlined in grade 4. Supervising backstage area during all aspects of events, manage and resolve WPHS issues, liaise with FOH manager in relation to events commencement time, act as backstage and venue fire warden, ability to fault find and rectify problems in all technical disciplines. Point of call for technical department during events.

**56. Special work arrangements – excluding Redland Water**

- 56.1. Notwithstanding clause 52 and Appendix 2, RCC may require employees to work their ordinary hours in accordance with a pre-set rotating roster of four (4) days on followed by four (4) days off, allowing

employees more time off over each 8 week cycle. The ordinary hours per day for full time employees working a 4 on 4 off work cycle is 9.5.

- 56.2. The Unions party to this Agreement are at liberty to raise and discuss with RCC a method for the payment of wages on an annualised basis (inclusive of weekend penalty rates payable under the relevant Award) for employees who work in accordance with clause 56.1.

## **PART 11 – OVERTIME**

### **57. Time Off in Lieu of Overtime**

- 57.1. Time off in lieu of overtime (TOIL) can benefit all employees, RCC and the community.
- 57.2. 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).
- 57.3. Managers/supervisors are responsible for managing TOIL in their own work areas.
- 57.4. The maximum amount of TOIL accrual in a settlement period is one (1) day.
- 57.5. 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.
- 57.6. The taking of TOIL will be by agreement between the employee and the manager/supervisor.
- 57.7. Under normal circumstances, the request by the employee to take TOIL is to be made in advance as follows:
- (a) not less than three (3) working days in advance for TOIL periods of less than one (1) day;
  - (b) not less than five (5) working days in advance for TOIL periods of one (1) or more days.

### **58. Ten (10) hour break after overtime**

- 58.1. An employee who works so much overtime between the termination of the employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least ten (10) consecutive hours off duty between those times shall be released after completion of such overtime until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 58.2. If on the instructions of RCC such an employee resumes or continues work without having had such ten (10) consecutive hours off duty, the employee will be paid double time until the employee is released from duty for such period until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 58.3. For those workers whose ordinary hours do not include work on Sundays or public holidays, for the purposes of this clause, the time of termination of the employee's ordinary work shall be deemed to be the time of cessation of ordinary working hours on a normal working day (i.e., the usual finishing time).

## **PART 12 – LEAVE**

RCC recognises the importance of providing employees opportunities to balance and manage their work and family responsibilities. RCC has several flexible workplace arrangements which assist with this including; annual leave, accumulated rostered days off, TOIL, purchased leave, family leave and leave without pay. Such leave is to be approved prior to taking the leave.

## **59. Annual leave**

- 59.1. Full time employees are entitled to four (4) weeks 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.
- 59.2. Part time employees will receive a pro-rata entitlement based on the average number of weekly hours worked over the accrual period.
- 59.3. Annual leave shall be exclusive of any statutory holiday occurring during that period of that annual leave.
- 59.4. 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.
- 59.5. Employees will be required to provide RCC with at least four (4) weeks written notice of their intention to take annual leave unless otherwise agreed. RCC will attempt to comply with an employee's request for annual leave and where mutual agreement cannot be gained or operational requirements dictate, RCC may refuse to grant the request for annual leave.
- 59.6. Where an employee accrues in excess of eight (8) weeks of annual leave, RCC can direct the employee to take such leave on the provision of four (4) weeks written notice.
- 59.7. Where an employee has accrued an excessive amount of annual leave, being greater than eight (8) weeks of entitlements, the employee shall be required to participate in a leave reduction scheme. Such scheme shall require the employee to reduce their accrued bank of annual leave over an agreed period of time.

## **60. Re-crediting of Annual Leave**

- 60.1. 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 carers' leave and the annual leave will be re-credited.
- 60.2. When an employee is on annual leave and applies for bereavement leave, their annual leave will be recredited by the amount of other leave with pay granted. Supporting documentation must be supplied.

## **61. Purchased Leave**

- 61.1. All permanent and temporary employees with at least two (2) years continuous service may purchase additional leave in accordance with clause 61, subject to operational requirements, and manager approval.
- 61.2. Employees may purchase an additional one (1), two (2), three (3) or four (4) weeks' paid leave each year (based on 38 hours per week for full time employees) in return for a pro-rata reduction in their ordinary rate of pay. Subject to clause 61.11 only one approval to purchase leave may be permitted once per year. Leave of less than one week, or for part of a week is not permitted.
- 61.3. Leave will be "purchased" by fortnightly deductions over twenty six (26) pay periods, and will accrue accordingly. Purchased leave may be taken on a pro-rata basis, subject to operational requirements, and manager approval.
- 61.4. Purchased Leave will be paid at the ordinary rate the employee was receiving at the time payroll processes a purchased leave approval (refer to clause 61.10).
- 61.5. Once leave is purchased, an employee may, if approved by their manager/supervisor, withdraw, in whole, from an agreed purchased leave arrangement, in which case the employee will retain their purchased leave accrual balance at the date of the approval to withdraw, and the employee's salary shall be adjusted accordingly to reflect cessation of further purchased leave accrual. Employees are not permitted to 'partially' withdraw after leave is purchased for a year.

- 61.6. Once a purchased leave request has been approved and processed by payroll, Employees will not be permitted to request cessation of that arrangement more than once for any purchased leave arrangement.
- 61.7. Employees with a current annual leave balance of greater than six (6) weeks are not permitted to purchase additional leave.
- 61.8. Employees who at any point during the year exceed a total combined annual and purchased leave balance of ten (10) weeks, will immediately cease accruing purchased leave and consult with their immediate supervisor about implementing a process to reduce their accrued leave balances.
- 61.9. All purchased leave balances must be exhausted before a further purchased leave request can be approved. Leave without pay will not be approved where the employee maintains a purchased leave balance.
- 61.10. Approved purchased leave applications will be processed by payroll quarterly, and will commence from the earliest first pay period falling after 1 February, 1 May, 1 August or 1 November each year. *Example: purchased leave request of two (2) weeks approved on 15 December 2018, purchase leave will not commence accruing until the 1<sup>st</sup> pay period falling after 1 February 2019.*
- 61.11. Once a period of purchased leave has been approved and processed by payroll, the leave must be taken within six (6) months after having fully accrued (i.e. within eighteen (18) months from when it commenced accruing.) If leave is not taken before that time, the employee's purchased leave balance will be paid out at the same rate as purchased leave deductions were made (refer to clause 61.4).
- 61.12. An employee who ceases employment with RCC for any reason will receive payment for any unused purchased leave credit. Payment will be at the same rate as purchased leave deductions were made (refer to clause 61.4).

## **62. Sick Leave**

- 62.1. Full time and regular part time employees (on a pro-rata basis) shall be entitled to accumulate fifteen (15) days of sick leave per twelve (12) months of service.
- 62.2. Employees may take accumulated sick leave accruals on a pro-rata basis in the first twelve (12) months.
- 62.3. It is recognised that despite highest application and regard for Workplace Health and Safety activities and appropriate assignment and use of Personal Protective Equipment (PPE), new starters within Sewerage Reticulation, Pump Stations and Waste Water Treatment Plants may be initially impacted by wastewater activities.
  - 62.3.1. Upon application by an employee, an Executive Manager will provide consideration to enable Sewerage Reticulation, Pump Stations and Waste Water Treatment Plants employee's access to their full quota of fifteen (15) days of sick leave within the first twelve (12) months of service. Consideration will be made on the basis of covering certified sickness.
- 62.4. Sick leave will accrue on a daily basis.
- 62.5. Medical evidence will only be required for consecutive absences of more than two (2) days.
- 62.6. Any employee being performance managed for excessive absences, shall be required to produce a medical certificate, for each day of sick leave taken.
- 62.7. Medical evidence is defined as:
  - 62.7.1. A certificate provided by a registered medical practitioner, dentist, optometrist, radiographer, physiotherapist, chiropractor, specialist treating doctor or podiatrist.
- 62.8. There will be no cap on the amount of sick leave days, which may be accumulated.
- 62.9. Sick leave days accumulated will not be paid out on separation.
- 62.10. An employee who falls ill/sick on a RDO or flex day will not receive any further day off in-lieu.

- 62.11. Sick leave may be used to attend a pre-booked medical appointment with a practitioner stated in subclause 62.7.1. The employee must provide proof of attendance at such appointment, to the satisfaction of RCC, if requested by RCC.

### **63. Unpaid Sick Leave Entitlement**

- 63.1. Where an employee has exhausted paid sick leave entitlements, they may take unpaid sick leave with the approval and agreement of their manager/supervisor, for a maximum of thirty (30) days in any twelve (12) month period. Approval of any sick leave without pay applications in excess of thirty (30) days in any twelve (12) months may only be approved after all other leave entitlements have been exhausted.
- 63.2. The manager/supervisor and the employee shall agree upon the period of unpaid leave, with the approval being subject to evidence from a medical practitioner, is required for all periods of unpaid sick leave.

### **64. Carer's Leave**

- 64.1. 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.
- 64.2. Medical evidence will only be required for consecutive absences of more than two (2) days.
- 64.3. 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.
- 64.4. 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.
- 64.5. Carer's leave may be taken for part of a single day.
- 64.6. 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:
- (a) are sick and require care and support; or
  - (b) require care due to an unexpected emergency, with the approval of their manager/supervisor.
- 64.7. 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.
- 64.8. The casual employee is not entitled to any payment for the period of non-attendance.

### **65. Unpaid Carer's Leave Entitlement**

- 65.1. Where an employee has exhausted all paid sick leave entitlements, they may take unpaid carer's leave with the approval and agreement of their manager/supervisor.
- 65.2. 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 of unpaid leave per occasion.

### **66. Bereavement Leave**

- 66.1. Full time and part time employees are entitled to up to two (2) days bereavement leave on each occasion and on production of satisfactory evidence (if required by RCC) of the death of either a member of the employee's immediate family or household.

- 66.2. Part time employees will only be entitled to the leave where the employee would have normally worked on any or all of the two (2) working days following the death.
- 66.3. Casual employees are entitled to not be available to attend work for a period of up to two (2) days on each occasion. A casual employee is not entitled to any payment for the period on non-attendance.
- 66.4. Additional bereavement leave days required for deaths outside South East Queensland (including interstate and overseas) may be requested by the employee. Approval of additional days will be at the discretion of the Executive Manager and assessed case by case.

#### **67. Long Service Leave**

- 67.1. Long Service Leave (LSL) enables employees to take an extended absence from RCC. All RCC employees are entitled to nine point one (9.1) weeks LSL after seven (7) years of service.
- 67.2. Granting of LSL is subject to operational requirements of RCC.
- 67.3. The rate of accumulation for all employees will be one point three (1.3) weeks per year of service.
- 67.4. On taking of LSL, 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
  - (c) Long Service Leave can be taken in broken periods.
- 67.5. The minimum period that can be taken for LSL is one (1) week at normal pay or minimum of two (2) weeks at half pay.
- 67.6. For all other purposes and provisions, the accrual and use of LSL is governed by the relevant Award(s) and the Act.

#### **68. Public Holidays during Long Service Leave at Half Pay**

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

#### **69. Jury Duty**

Special leave to the equivalent of a standard ordinary 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 Duty, less reasonable expenses incurred such as meal or transport expenses, is to be paid to RCC.

#### **70. Sporting Leave**

- 70.1. The parties agree that at the discretion of the Executive Manager, RCC employees competing for either Australia or Queensland may be granted paid Sporting Leave, under the following criteria:
  - (a) Accepted as being a sport by the Australian Sports Commission; or
  - (b) Recognised at the Olympic or Commonwealth Games; or
  - (c) In the case of Olympic, Commonwealth or Para-Olympic Games, "employees competing" will also include coaching.

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

- 70.2. Documented evidence must be provided by the employee from a State or National body advising of his/her selection and relevant dates and information relating to the event. Any additional time required is to be deducted from accrued paid leave or taken without payment.

### 71. Emergency Service Leave

RCC will maintain an appropriate Emergency Service Leave which recognises the RCC's commitment to serving our community.

### 72. Paid Long Parental Leave

- 72.1. Paid parental leave is in addition to any entitlement permissible under the Federal Government's Paid Paternity Leave Scheme.
- 72.2. An employee eligible to long birth related leave, long adoption leave or long surrogacy 'parental leave' pursuant to Subdivision 2; Division 8 of the QES will be entitled to 14 week's paid long parental leave.
- 72.3. Eligible employees may take paid long parental leave at half-pay doubling the paid leave period stated at 72.2.
- 72.4. The period of paid leave is exclusive of any public holidays.
- 72.5. Eligible Part-time employees are entitled to paid long parental leave on a pro-rata basis which will be calculated from the employee's average ordinary hours over the past twelve (12) months.
- 72.6. Paid long parental leave, annual leave and/or long service leave is to be taken concurrently (forms part of) the employee's twelve (12) month unpaid long parental leave entitlement.
- 72.7. The period of paid long parental leave is payable once, only in connection with each birth or adoption of a child/children to an employee.
- 72.8. In no circumstances will more than one employee of RCC be entitled to paid long parental leave in relation to the birth or adoption of the same child/children.
- 72.9. All employee entitlements will accrue during the period of paid long parental leave, on a pro-rata basis.
- 72.10. If the pregnancy of an employee, or employee's surrogate terminates other than by birth of a living child in the third trimester the employee may take the equivalent of paid long parental leave as paid compassionate leave. An employee may be required to supply a certificate if requested by RCC when application for leave is made.
- 72.11. If the child dies after birth or adoption within the paid long parental leave period, the employee will be entitled to the balance of the paid long parental leave as paid compassionate leave.

### 73. Paid Short Parental leave

- 73.1. Employees eligible to short birth related leave, short adoption leave or short surrogacy leave 'short parental leave' pursuant to Subdivision 2; Division 8 of the QES will be entitled to two (2) weeks paid short parental leave.
- 73.2. Eligible employees may take short paid parental leave at half-pay, doubling the paid leave period stated at 73.1.

- 73.3. Paid short parental leave, annual leave and/or long service leave is to be taken concurrently (forms part of) the employee's unpaid short parental leave entitlement.

**74. Unpaid Parental leave**

- 74.1. Unpaid Parental leave is subject to and in accordance with the QES.



## APPENDIX ONE – WAGE SCHEDULE

Classification	1/07/2019				1/07/2020				1/07/2021			
					2.80%				2.80%			
	Annual Salary	Fortnightly	Hourly	Casual	Annual Salary	Fortnightly	Hourly	Casual	Annual Salary	Fortnightly	Hourly	Casual
<b>Queensland Local Government Industry (Stream B) Award – State 2017 – Operational Services</b>												
Level 1 - Non Construction	\$52,207.27	\$2,001.10	\$26.33	\$32.39	\$53,669.07	\$2,057.13	\$27.07	\$33.29	\$55,171.81	\$2,114.73	\$27.83	\$34.23
Level 2 - Non Construction	\$52,875.39	\$2,026.71	\$26.67	\$32.80	\$54,355.90	\$2,083.46	\$27.42	\$33.72	\$55,877.86	\$2,141.80	\$28.18	\$34.66
Level 3 - Non Construction	\$53,543.50	\$2,052.32	\$27.01	\$33.22	\$55,042.72	\$2,109.79	\$27.76	\$34.15	\$56,583.92	\$2,168.86	\$28.54	\$35.10
Level 4 - Non Construction	\$54,217.61	\$2,078.16	\$27.35	\$33.63	\$55,735.71	\$2,136.35	\$28.11	\$34.58	\$57,296.31	\$2,196.17	\$28.90	\$35.54
Level 5 - Non Construction	\$54,885.73	\$2,103.77	\$27.68	\$34.05	\$56,422.53	\$2,162.67	\$28.46	\$35.00	\$58,002.36	\$2,223.23	\$29.25	\$35.98
Level 6 - Non Construction	\$56,227.37	\$2,155.19	\$28.36	\$34.88	\$57,801.74	\$2,215.54	\$29.15	\$35.86	\$59,420.19	\$2,277.57	\$29.97	\$36.86
Level 7 - Non Construction	\$58,270.43	\$2,233.50	\$29.39	\$36.15	\$59,902.00	\$2,296.04	\$30.21	\$37.16	\$61,579.26	\$2,360.33	\$31.06	\$38.20
Level 8 - Non Construction	\$59,089.65	\$2,264.90	\$29.80	\$36.66	\$60,744.16	\$2,328.32	\$30.64	\$37.68	\$62,444.99	\$2,393.51	\$31.49	\$38.74
Level 9 - Non Construction	\$60,968.12	\$2,336.91	\$30.75	\$37.82	\$62,675.23	\$2,402.34	\$31.61	\$38.88	\$64,430.13	\$2,469.60	\$32.50	\$39.97
LEADING HAND LEVEL 3 - Non Construction	\$55,018.02	\$2,108.84	\$27.75	\$34.13	\$56,558.52	\$2,167.89	\$28.53	\$35.09	\$58,142.16	\$2,228.59	\$29.32	\$36.07
LEADING HAND LEVEL 4 - Non Construction	\$55,692.14	\$2,134.68	\$28.09	\$34.55	\$57,251.52	\$2,194.45	\$28.88	\$35.52	\$58,854.56	\$2,255.89	\$29.68	\$36.51
LEADING HAND LEVEL 5 - Non Construction	\$56,360.24	\$2,160.29	\$28.43	\$34.96	\$57,938.33	\$2,220.77	\$29.22	\$35.94	\$59,560.60	\$2,282.96	\$30.04	\$36.95

LEADING HAND LEVEL 6 - Non Construction	\$57,701.89	\$2,211.71	\$29.10	\$35.80	\$59,317.54	\$2,273.64	\$29.92	\$36.80	\$60,978.43	\$2,337.30	\$30.76	\$37.83
LEADING HAND LEVEL 7 - Non Construction	\$59,744.94	\$2,290.02	\$30.13	\$37.06	\$61,417.80	\$2,354.14	\$30.98	\$38.10	\$63,137.50	\$2,420.06	\$31.84	\$39.17
LEADING HAND LEVEL 8 - Non Construction	\$60,564.17	\$2,321.42	\$30.55	\$37.57	\$62,259.96	\$2,386.42	\$31.40	\$38.62	\$64,003.24	\$2,453.24	\$32.28	\$39.71

<b>Queensland Local Government Industry (Stream B) Award – State 2017 – Operational Services including roll up of Construction Allowance</b>												
Level 1 - Construction	\$53,885.04	\$2,065.41	\$27.18	\$33.43	\$55,393.82	\$2,123.24	\$27.94	\$34.36	\$56,944.84	\$2,182.69	\$28.72	\$35.33
Level 2 - Construction	\$54,553.17	\$2,091.02	\$27.51	\$33.84	\$56,080.66	\$2,149.57	\$28.29	\$34.79	\$57,650.92	\$2,209.76	\$29.08	\$35.76
Level 3 - Construction	\$55,221.28	\$2,116.63	\$27.85	\$34.26	\$56,767.48	\$2,175.90	\$28.63	\$35.22	\$58,356.97	\$2,236.82	\$29.43	\$36.20
Level 4 - Construction	\$55,895.40	\$2,142.47	\$28.19	\$34.68	\$57,460.47	\$2,202.46	\$28.98	\$35.65	\$59,069.37	\$2,264.13	\$29.79	\$36.64
Level 5 - Construction	\$56,563.51	\$2,168.08	\$28.53	\$35.09	\$58,147.29	\$2,228.78	\$29.33	\$36.07	\$59,775.41	\$2,291.19	\$30.15	\$37.08
Level 6 - Construction	\$57,905.15	\$2,219.50	\$29.21	\$35.92	\$59,526.50	\$2,281.65	\$30.02	\$36.93	\$61,193.24	\$2,345.53	\$30.86	\$37.96
Level 7 - Construction	\$59,948.21	\$2,297.81	\$30.24	\$37.19	\$61,626.76	\$2,362.15	\$31.08	\$38.23	\$63,352.31	\$2,428.29	\$31.95	\$39.30
Level 8 - Construction	\$60,767.42	\$2,329.21	\$30.65	\$37.70	\$62,468.91	\$2,394.43	\$31.51	\$38.75	\$64,218.04	\$2,461.48	\$32.39	\$39.84
Level 9 - Construction	\$62,645.89	\$2,401.21	\$31.60	\$38.86	\$64,399.97	\$2,468.45	\$32.48	\$39.95	\$66,203.17	\$2,537.57	\$33.39	\$41.07
LEADING HAND LEVEL 4 - Construction	\$57,369.90	\$2,198.99	\$28.94	\$35.59	\$58,976.26	\$2,260.56	\$29.75	\$36.59	\$60,627.60	\$2,323.85	\$30.58	\$37.61
LEADING HAND LEVEL 5 - Construction	\$58,038.01	\$2,224.60	\$29.27	\$36.00	\$59,663.08	\$2,286.88	\$30.09	\$37.01	\$61,333.64	\$2,350.92	\$30.93	\$38.05
LEADING HAND LEVEL 6 - Construction	\$59,379.65	\$2,276.02	\$29.95	\$36.84	\$61,042.29	\$2,339.75	\$30.79	\$37.87	\$62,751.47	\$2,405.26	\$31.65	\$38.93
LEADING HAND LEVEL 7 - Construction	\$61,422.71	\$2,354.33	\$30.98	\$38.10	\$63,142.55	\$2,420.25	\$31.85	\$39.17	\$64,910.54	\$2,488.02	\$32.74	\$40.27
LEADING HAND LEVEL 8 - Construction	\$62,241.94	\$2,385.73	\$31.39	\$38.61	\$63,984.71	\$2,452.53	\$32.27	\$39.69	\$65,776.28	\$2,521.20	\$33.18	\$40.81
<b>Queensland Local Government Industry (Stream C) Award – State 2017 – Engineering and Electrical/Electronic Services including roll up of Tool Allowance</b>												

c7 - Tool	\$63,771.08	\$2,444.34	\$32.16	\$39.56	\$65,556.67	\$2,512.78	\$33.06	\$40.67	\$67,392.25	\$2,583.14	\$33.99	\$41.81
c8 - Tool	\$61,116.82	\$2,342.61	\$30.83	\$37.91	\$62,828.09	\$2,408.20	\$31.69	\$38.98	\$64,587.28	\$2,475.63	\$32.58	\$40.07
c10 - Tool	\$56,283.35	\$2,157.34	\$28.39	\$34.92	\$57,859.28	\$2,217.74	\$29.18	\$35.89	\$59,479.34	\$2,279.84	\$30.00	\$36.90
Apprentice Yr1 - 40% of C10	\$22,513.34	\$862.94	\$11.35	\$13.97	\$23,143.71	\$887.10	\$11.67	\$14.36	\$23,791.74	\$911.94	\$12.00	\$14.76
Apprentice Yr2 - 55% of C10	\$30,955.84	\$1,186.54	\$15.61	\$19.20	\$31,822.61	\$1,219.76	\$16.05	\$19.74	\$32,713.64	\$1,253.91	\$16.50	\$20.29
Apprentice Yr3 - 75% of C10	\$42,212.51	\$1,618.00	\$21.29	\$26.19	\$43,394.46	\$1,663.31	\$21.89	\$26.92	\$44,609.51	\$1,709.88	\$22.50	\$27.67
Apprentice Yr4 - 90% of C10	\$50,655.01	\$1,941.61	\$25.55	\$31.42	\$52,073.35	\$1,995.97	\$26.26	\$32.30	\$53,531.41	\$2,051.86	\$27.00	\$33.21

<b>RPAC and Indigiscapes Café</b>												
Grade 1	\$46,067.02	\$1,765.75	\$23.23	\$28.58	\$47,356.90	\$1,815.19	\$23.89	\$29.38	\$48,682.89	\$1,866.01	\$24.55	\$30.20
Grade 2	\$47,127.64	\$1,806.40	\$23.77	\$29.24	\$48,447.22	\$1,856.98	\$24.44	\$30.06	\$49,803.74	\$1,908.98	\$25.12	\$30.90
Grade 3	\$51,951.23	\$1,991.29	\$26.20	\$32.23	\$53,405.87	\$2,047.05	\$26.94	\$33.13	\$54,901.23	\$2,104.36	\$27.69	\$34.06
Grade 4	\$57,047.91	\$2,186.64	\$28.77	\$35.39	\$58,645.26	\$2,247.87	\$29.58	\$36.38	\$60,287.32	\$2,310.81	\$30.41	\$37.40
Grade 5	\$61,956.44	\$2,374.79	\$31.25	\$38.44	\$63,691.22	\$2,441.28	\$32.12	\$39.51	\$65,474.57	\$2,509.64	\$33.02	\$40.62
Grade 1 - Junior U18 (70%)	\$32,246.92	\$1,236.02	\$16.26	\$20.00	\$33,149.83	\$1,270.63	\$16.72	\$20.57	\$34,078.03	\$1,306.21	\$17.19	\$21.14
Grade 2 - Junior U18 (70%)	\$32,989.35	\$1,264.48	\$16.64	\$20.47	\$33,913.05	\$1,299.89	\$17.10	\$21.04	\$34,862.62	\$1,336.28	\$17.58	\$21.63
Grade 3 - Junior U18 (70%)	\$36,365.86	\$1,393.90	\$18.34	\$22.56	\$37,384.11	\$1,432.93	\$18.86	\$23.19	\$38,430.86	\$1,473.05	\$19.38	\$23.84
Grade 4 - Junior U18 (70%)	\$39,933.54	\$1,530.65	\$20.14	\$24.77	\$41,051.68	\$1,573.51	\$20.70	\$25.47	\$42,201.13	\$1,617.57	\$21.28	\$26.18
Grade 5 - Junior U18 (70%)	\$43,369.51	\$1,662.35	\$21.87	\$26.91	\$44,583.85	\$1,708.90	\$22.49	\$27.66	\$45,832.20	\$1,756.75	\$23.12	\$28.43

Apprentice Yr1 40% of C10 Apprentice

Yr2 55% of C10

Apprentice Yr3 75% of C10

Apprentice Yr4 90% of C10

**Sign on payment**

All employees employed by RCC and covered by this Agreement will, as of the date of certification, receive the following once off sign on payment:

- Full Time Employees                 \$800
- Part time/Casual Employees         \$500

Sign on payment figures are stated as gross/pre-tax

**Indexation of allowances stated as monetary amount under Part 8 of this Agreement**

All allowances stated as a monetary figure pursuant to Part 8 of this Agreement will, during the life of this agreement increase as follows:

- From 1<sup>st</sup> full pay period following 1 July 2020, by 2.8%; and
- From 1<sup>st</sup> full pay period following 1 July 2021, by a further 2.8%

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

### **75. Nine Day Fortnight**

- 75.1. 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.
- 75.2. 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 cooperation 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.
- 75.3. 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 unreasonably withheld; however, RCC will at all times reserve the right to determine who may be excluded from participation, for reasons such as unsatisfactory attendance records.
- 75.4. The success or failure of the system and its continuance depends greatly on the attitudes, responses and cooperation 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 balance work and family commitments.

### **76. Hours of Work**

- 76.1. Employees must at all times, obey directions given by their managers/supervisor regarding hours of attendance. If a manager/supervisor directs an employee to commence or cease work at a time which the individual would prefer to be absent, the manager/supervisor's directions are to be followed.

### **77. Settlement Period**

- 77.1. For a nine (9) day fortnight, the settlement period is a fortnight. The nominal requirement is for employees to work seventy six (76) hours during the settlement period.

### **78. Rosters**

- 78.1. 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.

### **79. Standard Day**

- 79.1. A standard working day will be either eight (8) or eight and one half (8.5) hours, depending upon the roster.

### **80. Lunch Break**

- 80.1. Employees must take a lunch break of a minimum of thirty (30) minutes, and a lunch break must be taken after an employee has worked continuously for five (5) hours. For example an employee who commences duty at 7.00am must begin a lunch break not later than 12.00pm.

### **81. Rest Pauses**

- 81.1. 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.

### **82. Rostered Days Off (RDO)**

- 82.1. The employee shall be entitled to a rostered day off (RDO) 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.
- 82.2. 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.
- 82.3. "Employees who supervise or support other employees who work 38 hours per week, shall have the same day off without reduction in pay as the employees they supervise or support".
- 82.4. Where RCC 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.
- 82.5. Work on RDO's will be undertaken by:
- (a) Firstly, sourcing volunteers within the workgroup/team/area;
  - (b) Secondly, sourcing other volunteer replacement employees to ensure the work is completed;
  - (c) 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.
- 82.6. Where RCC requires employees to attend training on their RDO, these days will be banked, for use during a Christmas shut down. RCC will give reasonable notice of training to be undertaken on an RDO and will be to a maximum of two (2) RDOs per calendar year.
- 82.7. Banked RDOs redeemed will be paid in the pay period in which they are taken.
- 82.8. Where banked RDOs cannot be taken, they will be paid to the employee at the appropriate rate.
- 82.9. Where emergency or work demands that the Executive Manager or delegate, recall an employee on their rostered day off 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.

### **83. Temporary Suspension**

- 83.1. 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 Senior Manager or delegate and employees. RDO's that would normally be taken during a period of suspension may be stored as banked RDO's and taken at a time more convenient to RCC's operations.

### **84. Accrual of RDO's**

- 84.1. Employees will have the ability to bank 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 RCC. RCC will advise its decision regarding the Christmas Shut Down by 31 July of that year.
- 84.2. If RCC does not shut down over the Christmas period, these accumulated three (3) days must be taken by the end of March the following year.

**85. Notification of Absence**

- 85.1. Under the nine (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/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.
- 85.2. Failure to notify of an absence on more than one (1) occasion may result in disciplinary action.

**86. RDO's falling on Public Holidays**

- 86.1. Where an RDO falls on a day that is a Public Holiday 'actual public holiday', employees will not receive payment for that day, but will be entitled to take the next ordinary work day immediately following the Public Holiday as an 'alternative day off'. Subject to sub-clause 86.3, Employees will receive their ordinary pay for the hours they would have worked on their 'alternative day off'.
- 86.2. Sub Clause 86.1 applies in place of sub clauses 23.4(a) and (b) of Division 2 – Section 5 (Operation Services) of the *Queensland Local Government Industry (Stream B) Award – State 2017*.
- 86.3. If an employee is directed to work on their 'alternative day off' as referred in sub clause 86.1, they will be paid at the rate of time and a half of their ordinary rate for the first three (3) hours, and double the ordinary rate thereafter. Employees should not be directed to perform work on their 'alternative day off' other than in emergency situations, or where in the opinion of the relevant Group or General Manager the work could not wait until the next ordinary work day.
- 86.4. If an employee is directed to work on the actual public holiday as referred in sub clause 86.1, they may be paid at double the overtime rate or alternatively, may agree to accrue the time worked as TOIL in accordance with clause 57.

**SIGNATURES**

**Signed for and on behalf of REDLAND CITY COUNCIL (RCC)**

Chief Executive Officer name: Andrew Chesterman

Sign name: Andrew Chesterman

In the presence of witness, name: Andrew James Ross

Witness Signature; Andrew James Ross

Date: 14 November 2019



**SIGNATURES Continued**

**Signed for and on behalf of THE AUSTRALIAN WORKERS' UNION OF EMPLOYEES, QUEENSLAND (AWU)**

Print name: Stephen Kenneth Baker

Sign name: Stephen Kenneth Baker

In the presence of witness, name: Breanna Beattie

Witness Signature; Breanna Beattie

Date: 28 October 2019

**SIGNATURES Continued**

**Signed for and on behalf of TRANSPORT WORKERS' UNION OF AUSTRALIA, UNION OF EMPLOYEES  
(QUEENSLAND BRANCH) (TWU)**

Print name: Peter Biagini

Sign name: Peter Biagini

In the presence of witness, name: Margarita Cerrato

Witness Signature; Margarita Cerrato

Date: 11 November 2019

**SIGNATURES Continued**

**Signed for and on behalf of CONSTRUCTION, FORESTRY, MINING & ENERGY, INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND (CFMEU)**

Print name: Jade Ingham

Sign name: Jade Ingham

In the presence of witness, name: Elizabeth Frankow

Witness Signature; Elizabeth Frankow

Date: 4 November 2019

**SIGNATURES Continued**

**Signed for and on behalf of PLUMBERS & GASFITTERS EMPLOYEES' UNION QUEENSLAND, UNION OF EMPLOYEES (PGEU)**

Print name: Gary O'Halloran

Sign name: Gary O'Halloran

In the presence of witness, name: Shari Charrington

Witness Signature; Shari Charrington

Date: 11 November 2019

**SIGNATURES Continued**

**Signed for and on behalf of AUTOMOTIVE, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES INDUSTRIAL UNION OF EMPLOYEES, QUEENSLAND (AMEPKU)**

Print name: Rohan Webb

Sign name: Rohan Webb

In the presence of witness, name: Elizabeth Barlow

Witness Signature; Elizabeth Barlow

Date: 23 October 2019