

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Rockhampton Regional Council Enterprise Bargaining Certified Agreement  
Internal Employees 2008

*Matter No. CA/2008/347*

Commissioner Thompson

21 January 2009

CERTIFICATE

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

**Rockhampton Regional Council Enterprise Bargaining Certified Agreement Internal Employees 2008 – CA/2008/347**

Made between:

Rockhampton Regional Council (ABN 59 923 523 766)

AND

The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch,  
Union of Employees;  
Queensland Services, Industrial Union of Employees;  
Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees; and  
Media Entertainment and Arts Alliance.

The agreement was certified by the Commission on 21 January 2009 and shall operate from 21 January 2009 until its nominal expiry on 2 December 2011.

This agreement cancels:

Rockhampton City Council Enterprise Bargaining Agreement 2004 (AG839832)  
Livingstone Shire Council Enterprise Agreement 2005 (AG846292)  
Mount Morgan Shire Council Certified Agreement 2005 (AG842833)  
Fitzroy Shire Council Certified Agreement 2003 (AG827857).

By the Commission.

Commissioner Thompson

**Rockhampton Regional Council Enterprise Bargaining  
Certified Agreement Internal Employees 2008**

*“Committed to a values driven culture and wellbeing for all”*

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**PART ONE: ADMINISTRATIVE ARRANGEMENTS**

*1. Title*

- 1.1. This Agreement shall be known as the Rockhampton Regional Council Enterprise Bargaining Certified Agreement Internal Employees 2008.
- 1.2. This Agreement supersedes and replaces all previous Federal Enterprise Bargaining Agreements that had application to Employees of Fitzroy Shire Council, Mt Morgan Shire Council, Livingstone Shire Council and Rockhampton City Council.

*2. Definitions*

- 2.1. Day - (for the purpose of on call allowance) is recognised as that period from finishing time on one day to the starting time of the next day. On weekends, the period will be two days from 00:00 hours on Saturday to 00:00 hours on Monday.
- 2.2. Employees - For the purposes of this agreement, the years of service already served by any person who was an Employee of the previous Fitzroy Shire Council, Gracemere Saleyards, Mt Morgan Shire Council, Livingstone Shire Council or Rockhampton City Council and who was transmitted to Rockhampton Regional Council from 15 March 2008, will be taken into account.
- 2.3. Immediate Family - a spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the Employee; and a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.
- 2.4. Nominated Representative – A person nominated by an Employee whether it is a union representative or delegate or support person.
- 2.5. Novated Leasing - is an arrangement between an Employee, Council and a Finance Company where obligations under a finance lease for a motor vehicle are transferred from the Employee to the Council through a Deed of Novation, and the Council assumes responsibility for making the lease payments to the Finance Company for the period of employment.
- 2.6. Registered Health Professional – A medical practitioner registered with the Medical Board of Queensland, or similar registration authority, but shall not include the services of acupuncturists, naturalists, herbalists and homeopaths.

*3. Parties Bound*

3.1. The parties bound by this Agreement are:

- Rockhampton Regional Council
- Employees who are members of the following organisations or are eligible to become so and for whom a classification contained in this Agreement applies:
  - APESMA - The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees
  - LHMU – Liquor, Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees
  - MEAA – Media Entertainment and Arts Alliance
  - QSU - Queensland Services, Industrial Union of Employees

3.2. This Agreement applies to Employees in professional, technical, operational or administrative roles, where relevant. However, this Agreement will not apply to any Employee appointed to the position of Chief Executive Officer or Executive Officer pursuant to a written contract of employment as per clause 6.5 or 6.6 of the Queensland Local Government Officers' Award 1998.

3.3. An Employee appointed to a position which has a salary scale of level 6 or higher, can enter into a flexibility arrangement that shall be subject to the terms and conditions of this Agreement, except to the extent that particular terms and conditions are provided in such separate Contract of Employment, in which case the latter terms and conditions shall prevail.

4. *Facilitative Provision for Employees on a base salary of \$75,000 or greater*

4.1. An Employee of Council, who is in receipt of a base salary under this Agreement of at least \$75,000 per annum, may elect to enter into a contract of employment which varies some of the terms of this Agreement.

4.2. Such contract shall only be binding if it provides for employment conditions, which, on the whole, are more beneficial to the Employee than this Agreement. In determining if the contract is more beneficial it is a global assessment and not a clause by clause assessment.

4.3. Where an Employee enters into a contract under this provision, the Employee accepts all of the terms of that contract, including the limited duration of the contract. The ongoing employment of an Employee on contract is subject to the terms of the contract and should the contract cease for any reason, including the effluxion of time, in the absence of an alternative offer from Council, the employment also ceases.

4.4. The terms of a contract under this provision shall be recorded in writing and signed by an authorised representative of Council and the Employee. The contract can only be varied by mutual consent. Such variations must be recorded in writing and signed by an authorised representative of the Council and the Employee.

5. *Date and Period of Operation*

5.1. This Agreement shall operate from the date of the vote and shall remain in force until the nominal expiry date.

5.2. Parties agree to commence negotiations for a new collective agreement at least nine (9) months prior to the expiry of this Agreement, with the view to concluding the negotiations prior to the nominal expiry date of this Agreement. The nominal expiry date for the Agreement will be 2 December 2011.

6. *Relationship to Parent Awards*

6.1. This Agreement shall be read and applied in conjunction with the terms of the Parent Awards listed below as applying at the time of making this Agreement, provided that where there is any inconsistency between this agreement and the award/s, this Agreement shall prevail to the extent of the inconsistency.

- Queensland Local Government Officers' Award 1998 - State
- Children's Services Award State 2006
- Theatrical Employees – Local Authority Area Theatres Award - State 2005
- Queensland Nursing Council Employees' Award - State 2002
- Order - Apprentices and Trainees Wages and Conditions

7. *Objectives of the Agreement*

7.1. Establish the working conditions and remuneration for Employees of Council for the period of the Agreement

7.2. Ensure active involvement of Council, the Leadership Team, Employees and their Unions in the continuous improvement process particularly in the development of more efficient work practices and improved service delivery.

7.3. Pursue the philosophy of Zero Harm and Zero Tolerance of Workplace Harassment and Bullying.

7.4. Develop a consultative team approach and a cooperative working environment.

7.5. No Employee will be disadvantaged in respect of the following as a result of implementation of this Agreement:

- Salary and conditions of employment
- The right to a safe and healthy workplace.

#### 8. *Employment Security*

8.1. Council will maintain a permanent workforce during the term of this agreement. Council is committed to job security for its permanent employees. The parties acknowledge that job security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement. Volunteers or other unpaid persons cannot be used to replace permanent positions.

8.2. The Council is a preferred employer for Local Government and the community. Council supports the accepted industrial principle that temporary and casual employees have the right to raise concerns with Council in relation to their employment status or any other work related matters without fear of victimisation.

8.3. Council acknowledges that long term casual employees have rights to unfair dismissal entitlements in accordance with the provisions of the relevant legislation.

#### 8.4. Consultation Processes

Where Council seeks to contract out or lease any Council functions and is required to go to the State Government for approval, the relevant unions will be consulted as early as possible. Discussions will take place before any steps are taken to call tenders or enter into any otherwise binding legal arrangements for the provision of services by an external provider.

Where employees are affected by the necessity to contract out or lease any Council functions, the Council will:

- Negotiate with relevant unions, employment arrangements to assist employees to move to employment with the contractor;
- Ensure that employees are given the option to take up employment with the contractor;
- Ensure that employees are given the option to accept deployment/redeployment with the Council; and
- Ensure that as a last resort, employees are given the option of accepting a voluntary retrenchment.

#### 8.5. Contracting Out

Council reserves the right to contract out or to lease current services in the following circumstances:

- In the event of critical shortages of skilled staff; or
- The lack of available infrastructure capital and the cost of providing technology; or
- Extraordinary or unforeseen circumstances; or
- It can be clearly demonstrated that it is in the public interest that such services should be contracted out.

#### 9. *Achieving Zero Harm*

9.1. The parties to this Agreement are committed to Zero Harm in the way we conduct our business. We will continue to promote and involve Employees in developing safe and healthy work and lifestyle practices.

9.2. The parties are committed to understanding all contributing factors that impede or assist in the achievement of Zero Harm. To this end the parties will allocate the resources necessary to address inappropriate risks and improve business processes and the organisational environment.

9.3. We will continue to reduce the number and severity of workplace injuries by ensuring the Health and Safety system encourages defensive working behaviours at all levels.

9.4. Working together, the parties will:

- Undertake hazard identification and risk assessments for all work
- Implement and review control processes
- Investigate all work related incidents (including near misses), record and report all investigations and ensure agreed actions are implemented
- Review relevant reports, statistics and trends, and benchmark to learn from others
- Continually develop new initiatives to ensure the health and wellbeing of all Employees.
- Allocate resources, improve work processes, provide and participate in relevant WH&S training.

9.5. The parties agree that to work in an unsafe manner is inappropriate and all parties will work towards Zero Harm.

#### 10. *Zero Tolerance of Workplace Harassment and Bullying*

The parties are committed to preventing and eliminating incidents of harassment and bullying within the workplace. To do this the parties will support:

- Training programs to educate all parties on what constitutes inappropriate behaviour.
- The resolution of issues of harassing or bullying behaviour through Council's Dispute Resolution Process.

#### 11. *Health and Wellbeing Program*

11.1. Council is committed to the health and wellbeing of all of its Employees. Council will develop a range of Employee benefits and programs to assist Employees to improve their health and wellbeing both whilst at work and at home.

11.2. These voluntary programs may include, but will not be limited to:

- information sessions
- relevant medical checks
- fitness activities
- reimbursement of up to \$100 per annum for recognised expenses incurred in the pursuit of maintaining fitness for work/healthy lifestyle. These are to be claimed upon presentation of receipts with the prescribed claim form. Prior approval must be sought for payment of claims and will be determined by the People Performance and Wellbeing Unit.

Where, as a result of a medical check up, a health problem or deficiency that may have an impact on an Employee's ability to perform their normal duties or the safety of others, is identified, the Employee will be required to inform Council. The Council and Employee will jointly decide on a course of action to address the situation in consultation with the Employee's medical practitioner.

#### 12. *Developing a Learning Culture*

12.1. The parties are committed to ongoing learning at both an organisational and individual level. To meet the changing needs of Council and the Community, it is agreed to:

- monitor, review and update approaches to the development of required skills and capabilities;
- acquire and share knowledge; and
- continue to build a workforce of capable, competent and committed Employees.

12.2. Employees commit to:

- learn and apply new skills and knowledge,
- adapt to new ways of working and
- participate in initiatives
- continuing the established custom and practice of mentoring Employees in the day to day development of on the job skills and learning

which assist Council to most effectively meet current and future needs.

#### 13. *Single Bargaining Unit*

For the purposes of negotiating and implementing this Enterprise Agreement on behalf of the unions' party to this agreement in accordance with the Wage Fixing Principles of the Queensland Industrial Relations Commission, a Single Bargaining Unit has been established.

#### 14. *Joint Consultative Committee*

In order to facilitate the monitoring of this Agreement, the parties will establish a Joint Consultative Committee comprising of Employees, union officials and management nominees. The group will meet on an as needs basis but not less than three times per year.

#### 15. *Monitoring of Agreement*

15.1. To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential.

15.2. Following certification of this Agreement, representatives of the workforce and management will form a Joint Consultative Committee (JCC). A function of this Committee will be to ensure that the provisions of this agreement are implemented as intended.

15.3. To ensure consistent application, Council commits to providing training for all supervisory and payroll staff regarding the intent and application of this Enterprise Bargaining Agreement within three (3) months of the date of the vote.

## 16. *Dispute Resolution Procedure*

16.1. This procedure aims to avoid industrial disputes by providing a means of settlement based on consultation, cooperation and a genuine commitment by all parties to resolve the dispute. During dispute resolution, other than for a workplace health and safety matter, work shall continue in the usual manner whilst the following procedures are carried out.

**Step 1:** Discussions between the Employee/s, nominated representative, and direct supervisor to attempt resolution at the workplace level. If the employee does not feel comfortable discussing the dispute with their direct supervisor, the employee may go to Step 2.

**Step 2:** Discussions involving the Employee/s, nominated representative, relevant supervisor or Manager and an HR Advisor or other person nominated by the Strategic Manager of People, Performance and Wellbeing.

**Step 3:** Discussions involving Employee/s, nominated representative, Manager and/or General Manager and Strategic Manager People, Performance and Wellbeing or nominated delegate.

A dispute shall not be referred to the next stage until a genuine attempt to resolve the matter has been made at the appropriate level.

**Step 4:** Discussions with the CEO and relevant Union Organiser or Employee/s.

16.2. There shall be a commitment by the parties to adhere strictly to this procedure. The parties shall give the earliest possible advice by one party to the other of any issue or problem, which may give rise to a dispute. Throughout all steps of the procedure, all relevant facts shall be clearly identified and recorded.

16.3. Sensible time limits shall be allowed for the completion of the various steps of the procedure. Steps 1 and 2 should, if possible, take place within 24 hours of the dispute being raised. At least seven days should be allowed for all steps to be finalised. Unless otherwise agreed, a record of the resolution should be recorded by the parties.

16.4. Emphasis shall be placed on a negotiated settlement. If the negotiation process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the Queensland Industrial Relations Commission. Once referred, the QIRC will exercise its powers of conciliation and arbitration.

16.5. The principle objective of this procedure is to resolve workplace disputes without causing substantial damage to either party by way of industrial action or loss of income.

16.6. To this end, the parties shall be committed, wherever possible, to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work, while the procedures of negotiation and conciliation are being followed.

## PART TWO: BENEFITS

### 17. *Employee Assistance Program*

In the interests of maintaining the wellbeing of Employees and their families, Council will provide access to and pay for counselling and pastoral services for all Employees and the immediate members of their household. This service can be accessed directly by Employees or through referral by their Manager.

### 18. *Paraplegic Benefit Fund*

Council agrees to pay the annual premium to the Paraplegic Benefit Fund to cover all Council employees against injury causing paraplegia, sustained as a result of an accident.

### 19. *Wage/Salary Increase*

19.1. From and including 25 November 2008, all staff shall receive a wage increase of 5%.

19.2. From and including the anniversary of the date of the vote 2 December 2009, all staff shall receive a wage increase of 5%.

19.3. From and including the anniversary of the date of the vote 2 December 2010, all staff shall receive a wage increase of 5%.

19.4. Safety Net or other adjustments in award rates will not apply.

### 20. *Reclassification Project*

20.1. The Rockhampton Regional Council Pay Scales identified in Appendix 1 of this Agreement is based on the current Awards documented within this Agreement.

20.2. Employees will continue to be paid in line with their existing classification arrangements within the current classification and pay scale structures, until such time as the review is undertaken.

20.3. The objective of this project is to clarify the requirements of the Salary Levels in line with the relevant award (inclusive of some allowances) which compensates staff for the skills, experience and responsibilities in line with their position and the needs of Council to ensure a multi-skilled flexible workforce.

- 20.4. The parties to this agreement recognize the enormity of undertaking such a process as such it is agreed that there will be a 'nominal' 24 month period from the date of certification to undertake this project.
- 20.5. Council undertakes to provide 'back pay' to any Employee incorrectly 'classified/reclassified as determined by this process from the date of the vote of this agreement.
- 20.6. Where this process results in a lower classification level, the Employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period of twelve (12) months or until the rate for the lower classification exceeds that actual rate, whichever is the earlier.

#### 21. *Reclassification Process*

- 21.1. If an Employee attains a significant change in skill, responsibility or accountability during the review year they may seek a review of their classification. One review may be requested per Employee per review year. Any dispute arising out of this clause shall be dealt with in accordance with the dispute resolution procedure in clause 16.
- 21.2. A "significant change in skill" is defined as the achievement of a higher level certification, new plant ticket or qualification relevant to the needs of Council and in line with the requirements of a higher level.
- 21.3. It is agreed that performance management and assessment is an ongoing process with regular two-way communications being the cornerstone of an effective and efficient work environment. It is also agreed that the parties will conduct regular informal discussions between supervisors and staff to raise any performance issues or current work practices and provide feedback, and at least annual performance reviews will be undertaken with the employee and the respective supervisor.

#### 22. *Persons Supervising Other Award Employees*

All persons covered by the Queensland Local Government Officers' Award 1998 who supervise Employees who work an ordinary 38 hour week, will be paid for 38 hours per week worked at the hourly rate calculated for 36.25 hours per week. All hours worked in excess of 36.25 hours will be paid at the appropriate penalty rate based on the hourly rate calculated on the 36.25 hours per week.

#### 23. *Salary Progression – Award Levels 1 and 2*

- 23.1. All Employees whose terms and conditions of employment have traditionally been covered by the Queensland Local Government Officers' Award 1998, who are classified under Clause 7 - General Salary Scale - of the Queensland Local Government Officers' Award 1998 as Level 1, are to move to not less than the first increment of Level 2 following not more than twelve months satisfactory service at the sixth increment of Level 1.
- 23.2. Thereafter incremental progression as prescribed in Clause 8 - Salary Increments - of the Queensland Local Government Officers' Award 1998 shall provide for advancement to the fourth increment of Level 2.
- 23.3. This provision is not to preclude more rapid incremental advancement within the above mentioned salary levels.

#### 24. *Salary Sacrifice*

- 24.1. Council will endeavour to provide Employees with salary sacrifice opportunities to maximise their remuneration benefits. The provision of such opportunities will be subject to legal limitations imposed by Federal and State legislation and Employees seeking independent financial advice.
- 24.2. Council offers the option of "salary sacrifice" for:
- Superannuation to meet the standard 6% member's contribution or to make further contributions to the Local Government Superannuation Scheme or such other approved Superannuation Scheme as nominated by the Employee.
  - Novated leasing as **defined in the ATO's FBT Guide**.
  - Child Care arrangements through City Occasional Child Care
- 24.3. The Council reserves the right to withdraw the facility if changes in the relevant laws mean that Council would incur an additional cost or the scheme itself becomes unlawful as a result of changes to the relevant laws. Any Fringe Benefit Tax attracted by the salary sacrifice must be paid by the Employee and will not result in an increase to the total remuneration package.
- 24.4. The option to salary sacrifice items other than Superannuation and Child Care is dependent upon evidence from an approved Financial Advisor that a Financial Plan has been developed for the Employee. Each request will be processed on a case-by-case basis. Once a salary sacrifice agreement is entered into, the Employee is required to continue with the agreement for the remainder of the fiscal year or apply for a review of the agreement on the grounds of personal hardship.



## 25. Study Assistance

- 25.1. Rockhampton Regional Council encourages Employees to undertake further education and development, which enhances their personal and career development and is directly relevant to their role or potential career path within Council.
- 25.2. To be eligible for study assistance, the applicant must be a permanent Employee of the Council; there are conditions that attach to approval.
- 25.3. The following criteria are considered in determining whether assistance will be provided:
- The applicant's contribution to the Council in terms of their past work performance and their potential capability.
  - The relevance of the proposed course of study to the applicant's current or possible future work roles, including the Employee's level of responsibility.
  - The overall cost in relation to likely benefits to the Council.
- 25.4. Study assistance is approved to assist Employees with the costs involved in Accredited TAFE, University or college courses only.
- 25.5. Applications for study assistance will be approved by the General Manager and People Performance and Wellbeing (PPW) based on the eligibility of the Employee, the benefit to Council and the amount of assistance that is warranted in the circumstances. The Strategic Manager will also have input into this decision with regard to the other priorities of the section including budgetary constraints and other training, which is considered a higher priority. Each application will be assessed on its merits and relevance to the position and Council.
- 25.6. Entitlements for Study Assistance will be as follows:

(All course fees are subject to annual review)

Category 1 - A course undertaken as a condition of employment. (A Cadetship will fall under this category of study).

Council will reimburse all statutory and other compulsory charges in relation to the course.

Category 2 - A course, which is directly relevant to the Employee's area of work, and the skills or qualification determined by the Council, is deemed appropriate in that area of work.

Reimbursement of the institution's compulsory student services fee together with reimbursement of up to \$1000 per unit towards course fees. For staff undertaking post-graduate studies, reimbursement of up to 80% to a maximum of \$1500 per unit towards course fees.

Category 3 - A course demonstrated to the satisfaction of the Council to be directly relevant to local government. The content of this type of course must have specific application to the functions and processes carried out by local governments.

Reimbursement of the institution's compulsory student services charge together with reimbursement of other course fees to a combined maximum amount of \$750 per unit.

## PART THREE: LEAVE ENTITLEMENTS

### 26. Hours of Work

- 26.1. The span of ordinary hours of work will be worked consecutively between the hours of 5.00am and 7.00pm, Monday to Friday inclusive as scheduled in consultation with relevant Employees and in accordance with the needs of the business.
- 26.2. Employees who but for this agreement would be covered by the Queensland Local Government Officers' Award 1998 will work 36.25 ordinary hours per week or 72.5 hours for a nine-day fortnight.
- 26.3. All other Employees will work 38 ordinary hours per week or 76 hours for a nine-day fortnight.
- 26.4. Where it is mutually agreed between an Employee or group of Employees and their supervisor, the Employee/s may delay their meal break up to a maximum of 2 hours, without penalty. This is in order for the efficiency of Council to be increased through the task at hand being completed. The normal meal break shall be taken on the completion of the task at hand.
- 26.5. If, in accordance with work requirements, an Employee is rostered to work on a weekend or outside of the above operating hours, the provisions of the relevant award will apply.

### 27. Absenteeism

- 27.1. Both parties recognise that absenteeism can represent a significant business overhead. As a result, all parties will collaborate on reducing its incidence and agree to a range of initiatives to examine and address trends and causes. Satisfactory attendance at work is accepted as a basic component of a successful long term working

relationship. Absenteeism for other than genuine sickness, or other approved reasons, has a detrimental effect on Council's ability to provide effective, efficient and competitive services and places an unreasonable workload on work colleagues.

- 27.2. The parties recognise that personal appointments should be made after hours, on weekends or in accordance with other flexible working arrangements for example on RDOs. It is agreed that sick leave is not to be used for this purpose.
- 27.3. Notwithstanding the above, Employees are not expected, nor encouraged, to present for work when they are clearly unwell and should always consult with their medical practitioner when they are unsure of whether to present for work. The aim of these measures is to reduce the level of lost productivity caused by inappropriate absences and not encourage Employees who are genuinely unwell to present for work.
- 27.4. Employees who are unable to work due to personal illness or injury, should notify their immediate supervisor or their nominated delegate, within half an hour of the start time where possible, of the reason they are unable to work and the estimated duration of the absence. Employees must contact their supervisor or their nominated delegate, on each occasion they are unable to attend work, unless a medical certificate or statutory declaration to cover the period has been supplied.
- 27.5. Employees who are required to provide care and support for a member of their immediate family if they are ill or injured, are also required to notify as per the above clause.

#### *28. Accrued Sick Leave Entitlement*

- 28.1. Where an Employee of the previous Rockhampton City Council and Mount Morgan Shire Councils have had an accrual of sick leave entitlement, this entitlement shall be frozen in terms of entitlement hours and parity dollars as at the date of the vote and the following options will be provided for payment of this entitlement:
- 28.1.1. Will be paid to eligible employees as a salary sacrifice arrangement into Superannuation.
- 28.1.2. Will be paid to eligible employees in periods of up to four weeks per annum until the entitlement is fully paid within one month of the date of the vote and anniversary of same.
- 28.2. Employees will be required to indicate their preference of payment option within one month of the vote, or clause 28.1.2 will be used.

#### *29. Sick Leave*

- 29.1. Requests for sick leave in the following circumstances will require a medical certificate from a registered medical practitioner or statutory declaration:
- For any period of sick leave which exceeds two working days
  - After five or more absences of up to two days on paid sick leave without a medical certificate have been taken within 12 months from the Employee's anniversary of employment. In this situation, a medical certificate or other evidence may be required for every day of paid sick leave requested during the remainder of that particular year, at the discretion of the supervisor. (In the above circumstance, the supervisor will discuss the reasons for the sick leave with the Employee to understand and address the cause if possible.)
  - When sick leave is taken immediately preceding or directly following a public holiday.

#### *30. Unlimited Sick Leave and Income Protection*

The parties will consult during the term of the agreement to develop an "unlimited sick leave in conjunction with income protection" arrangement. If the parties successfully develop an arrangement during the term of the current agreement, a joint application shall be made to the Queensland Industrial Relations Commission to vary the current agreement to include the agreed terms.

#### *31. Unpaid Leave*

- 31.1. An Employee may, by mutual consent of both parties, be entitled to a period of unpaid leave. In order to be entitled to such leave, an Employee must have completed a minimum of one year's continuous service with Rockhampton Regional Council.
- 31.2. A period of unpaid leave may be for any period of up to twelve months. Consideration of applications for unpaid leave for more than six months shall be determined by the General Manager, with consultation with the applicant and relevant line management.
- 31.3. Approval of periods of unpaid leave beyond twelve months shall be at the sole discretion of The Chief Executive Officer.
- 31.4. Periods of unpaid leave shall not break the Employee's continuity of service; however the period of unpaid leave will not count towards the accrual of entitlements such as long service leave.

### 32. Annual leave

- 32.1. Full time Employees who work a 36.25hr week will be entitled to 145hrs annual leave per annum and full time Employees who work a 38hr week will be entitled to 152hrs annual leave per annum, which is accrued proportionately on a fortnightly basis. Annual leave is exclusive of any statutory holiday occurring during the period of that annual leave. Part time employees will accrue annual leave on a pro-rata basis.
- 32.2. Employees who are employed on a 7-day shift basis e.g. some Water and Sewerage Treatment Plant Operators, who work a 36.25hr week will be entitled to 181.25hrs annual leave per annum and Employees who work a 38hr week will be entitled to 190hrs annual leave per annum.
- 32.3. Annual leave will need to be approved in writing by the relevant supervisor and taken at a mutually agreeable time. Annual leave must be requested at least two weeks prior to taking the leave to ensure the needs of the business are met.
- 32.4. An Employee may elect, with the consent of the employer, to take annual leave in single day periods not exceeding five (5) days in any calendar year.
- 32.5. Annual leave may only accumulate to two years entitlement and arrangements shall be made to take excess annual leave accrual within a reasonable time.

### 33. Long Service Leave

- 33.1. All permanent Employees of Council will accrue a long service leave entitlement of 13 weeks after 10 (ten) years continuous service. Part time and long term casual employees will be entitled to long service leave on a pro rata basis.
- 33.2. Long Service Leave may be taken on a pro rata basis whilst in service on completion of seven (7) years continuous service with Local Government in Queensland.
- 33.3. Accrued Long Service Leave may be taken in minimum lots of five (5) days at one time.
- 33.4. Long Service Leave may be requested at double length for half pay by mutual agreement of all parties, after taking into consideration organisational resourcing issues.

### 34. Paid Parental Leave

#### Eligibility

- 34.1. Employees will be eligible to apply for paid Parental Leave after twelve months continuous service with Council.
- 34.2. Part-time Employees are eligible for paid Parental Leave on a pro-rata basis of the average weekly hours for the preceding twelve (12) months.
- 34.3. All entitlements will accrue during this period of paid leave.
- 34.4. Paid Parental Leave may be taken at full pay or alternatively, at half pay for twice the period, e.g. twenty-eight (28) weeks Maternity Leave at half the pay rate, with the preferred option to be nominated by the Employee.
- 34.5. Such absences for parental leave shall be supported by appropriate medical documentation.

#### Maternity Leave

- 34.6. After twelve months continuous service, female staff members are entitled to fourteen (14) weeks Maternity Leave with full pay or twenty-eight (28) weeks maternity leave with half pay, with the preferred option to be nominated by the Employee.
- 34.7. An Employee will be entitled to fourteen (14) weeks paid leave where the pregnancy of the Employee, not then on Maternity Leave, terminates after 28 weeks, other than by the birth of a living child.
- 34.8. The remaining Maternity Leave may be taken as leave without pay, or take the option of having any accrued Annual Leave or Long Service Leave paid at half or full pay at the fortnightly pay cycle to a maximum of 52 weeks.
- 34.9. Employees who return from Maternity Leave shall be entitled to seek part time employment for a period of 12 months. There will be no eligibility for part time loading.

#### Paternity/Parental Leave

- 34.10. After twelve months continuous service, staff members are entitled to a total of two (2) weeks paid Parental Leave in connection with the birth or stillbirth of their partner's child or adoption of a child.

#### Adoption Leave

- 34.11. Employees, other than Employees taking paid parental leave, who will be the principal carer of the child, will be entitled to ten (10) weeks paid leave for adopted children, as from the date of adoption.

### 35. *Bereavement Leave*

- 35.1. Employees may be granted up to five (5) days bereavement leave, on full pay on each occasion, where the deceased person was a member of the immediate family of the Employee.
- 35.2. This shall be subject to the production of evidence of death satisfactory to the employer, or the completion of a statutory declaration under the provisions of the Oaths Act.
- 35.3. Periods of a longer duration will be subject to approval by the relevant General Manager and will be determined on an individual, case-by-case basis.

### 36. *Emergency Services Leave (SES/Rural Fire Brigades/QAS) and Armed Services Leave*

- 36.1. Council supports Employees who participate in the above activities.
- 36.2. Council will provide paid leave in addition to annual leave for those Employees registered with Council as belonging to an Armed Service, subject to approval by their General Manager.
- 36.3. Where Employees are registered members of the Emergency Services and required to attend an emergency there will be no loss of pay. Where members are required to attend an emergency they must obtain approval from their immediate supervisor at the earliest opportunity.

### 37. *Natural Disaster Leave*

- 37.1. If an event beyond an Employee's reasonable control prevents an Employee from travelling from their normal place of residence to their normal place of work, then line management may approve "Natural Disaster Leave" paid at ordinary time only. Events may include but are not limited to flooding, bush fires and road closures due to major accident or civil disturbance.
- 37.2. Approval shall depend upon Employees being able to demonstrate that they made all reasonable efforts to attend work and had not irresponsibly contributed to their isolation.

### 38. *Ten Hour Break*

There shall be a ten hour consecutive break between the conclusion of ordinary work on one day and the commencement of work on the next day (including weekends and public holidays) and shall be in accordance with the relevant award provisions, Monday to Sunday inclusive.

### 39. *Fatigue Rest Provision*

- 39.1. Where an Employee has been required to work extended hours in response to a genuine work need (whether physically attending to call outs or attending to out of hours telephone calls), and they consider they have not had reasonable rest prior to the commencement of the following workday, the following process is to apply:
  - The Employee should contact their direct supervisor within 30 minutes of their normal start time, and advise of the work related issue they have attended to out of hours and the circumstances of why they do not feel adequately rested to commence duties at the start of the following work day.
  - The Employee and supervisor should then make a mutually suitable arrangement for the Employee to recommence duties after they have had a reasonable rest period.
- 39.2. The Employee will be paid for any ordinary time lost as a result of being on a rest period and the time recorded as ordinary time.
- 39.3. In the situation where an Employee is fatigued due to providing assistance to the community, for example involvement in an Emergency Service or Jury Duty from an extended Trial, the Employee can seek an appropriate paid rest period from their supervisor.
- 39.4. The Council shall provide line management staff and Employees with training and guidelines for assessing and managing risks associated with fatigue.
- 39.5. A reasonable rest period for this provision will be defined as a period of not longer than 10 consecutive hours.

### 40. *End of Year Closedown*

- 40.1. The Administrative Offices, (including depots, libraries and childcare centres), will close for the period between 25 December and New Year's Day (1 January) each year subject to the performance of critical business tasks.
- 40.2. Employees may use banked rostered days off, accrued annual leave, accrued time off in lieu, or else take the time off as unpaid leave.
- 40.3. It is recognised that some staff are required to be on-call during this period as well as some operational staff to perform essential tasks. A requirement for this is at the discretion of the appropriate General Manager.

#### 41. *Life Balance*

- 41.1. The parties agree to support the concept of flexible working arrangements including provisions for job sharing arrangements, part time employment and agreed flexible working hours for employees with family responsibilities.

##### Job Sharing

- 41.2. Any permanent full time position may be filled by two officers on a job-sharing basis at a minimum of 60/40% where job sharing is convenient to the requirements of the position and there is agreement between the employees and the Council.
- 41.3. Officers so employed shall be entitled to all leave as prescribed by the Award on a pro rata basis. All other provisions of the Award shall apply. All job sharing appointments made pursuant to this clause shall be subject to an annual review process in order to assess the effectiveness of a position being performed in this manner and in order to decide whether to continue with this arrangement. The concerned officers and management shall jointly conduct the review.
- 41.4. Movement by the officers to the next highest salary point within a level will be by way of annual increment subject to the officers having given satisfactory service for the prior twelve months.

##### Temporary Flexible Working Arrangement.

- 41.5. Upon application by an employee, the employer may consent to a reasonable request for temporary flexible working hours and/or the accrual of "extra time". These arrangements must be compatible with the requirements of the position and be reviewed on a six-monthly basis to assess their effectiveness and to decide whether to continue with this arrangement.
- 41.6. These arrangements may include the working of hours that are less than, or in excess of, the normal working hours and, as such, no overtime or part-time loadings, applicable under the Award, will apply.

##### Make-up Time/Rostered Days Off

- 41.7. An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Award.

#### 42. *Time Off In Lieu of Payment for Overtime*

- 42.1. An Employee may elect, with the consent of the supervisor, to take time off in lieu of payment for overtime at a time or times agreed with the employer. Any such overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- 42.2. The employer will, if requested by an Employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under paragraph 42.1 of this clause where such time has not been taken within four (4) weeks of accrual.

#### 43. *Accrued Rostered Days Off*

- 43.1. All Employees working a 72.5 (LGOA) or 76 (all other awards) hour fortnight, shall be entitled to one rostered day off (RDO) in each ten (10) day working cycle. If a statutory holiday falls on the day on which the Employee is rostered off, such officer shall take the rostered day off on the next business day or at a mutually convenient time if agreed to between the Employee and their supervisor.
- 43.2. It shall be clearly understood and agreed that rostering of staff to accommodate the 9 day fortnight will be prepared in such a manner as to maintain existing service levels and efficiency. This may result in a relatively strict roster, which will not always accommodate individual staff preferences as to which days are rostered for them; however, Council will not unreasonably deny an Employee's preference.
- 43.3. By mutual agreement, Council may require any Employee to work on the Employee's Rostered Day Off where in the opinion of Council such work is critical to meeting Council's business objectives and service obligations. Such an RDO will be classed as a banked RDO and may be taken at an agreed future date or paid at the appropriate penalty rate.
- 43.4. Any Employee who falls sick on a Rostered Day Off shall not receive any further day in lieu thereof.
- 43.5. Alternatively, staff may choose, with prior agreement from their supervisor, to bank accumulated days off and take the accrued days at a mutually agreed time. The maximum number of RDOs that may be accrued is ten (10), after which time Council will require the Employee to submit a plan to take all RDOs in excess of 10 days within a reasonable time frame, subject to agreement by their manager.
- 43.6. An Employee may apply to their supervisor to forgo the RDO option and revert to a 10-day fortnight. That approval shall only be given where the change would not impact directly on the productivity of the individual or their work team.

## PART FOUR: MISCELLANEOUS

*44. Professional Association and Registration Fees*

Where staff must hold a registration or maintain membership of a professional association as part of their employment, Council will pay the fees for membership or registration renewal.

*45. Transmission of Business*

- 45.1. This clause will apply where the employer (the old employer):
- 45.1.1. Proposes to transmit to a new employer the business or any part of the business covered by this Agreement
- 45.1.2. Transmits to a new employer the business or any part of the business covered by this Agreement
- 45.2. Where an old employer proposes to transmit the business or any part of the business, the old employer shall:
- 45.2.1. Notify the employees affected and the relevant union of the proposed transmission; and
- 45.2.2. Discuss with the employees affected and the relevant union the effect of the transmission of business.
- 45.3. The discussion will commence as soon as practicable after a decision has been made by the old employer to transmit the business or part of the business.
- 45.4. The old employer will consider and respond to any reasonable concerns raised by employees and the relevant union about the terms of the proposed transmission. In the event of a dispute about the old employer's response to concerns raised by employees, the disputes settling clause of this agreement will be utilized to resolve these concerns.
- 45.5. The old employer shall provide in writing the name of the employing entity that is proposing to acquire the business or part of the business and facilitate discussions between the employees and the relevant union and the proposed new employer.
- 45.6. The employer shall include as part of any tender specifications or offer of sale documents, and within any contractual arrangements with the new employer, the obligation for the new employer to apply terms and conditions of employment, including the employer contribution to superannuation, that are equal to or superior to those which applied to each employee immediately prior to the transmission of business occurring, including terms and conditions derived from this Agreement, any applicable Award, policy or common law contract or other relevant employment arrangement applicable at the time of the proposed transmission.
- 45.7. The old employer shall ascertain whether the new employer proposes to recognise and accept responsibility for all previous service and accrued entitlements of employment arising from that service, including, but not limited to, accrual of benefits and service in respect of:
- (a) Annual Leave
  - (b) Long service leave
  - (c) Personal/carer's leave
  - (d) Redundancy
- 45.8. If the new employer does not propose to accept responsibility for and recognise all previous service and accrued entitlements, the old employer must, immediately prior to the transmission of the business, pay to employees their accrued entitlements derived from all industrial instruments specified above and in doing so shall recognise all service with the old employer (plus any previous service recognised by the old employer) without limitation (e.g. no service thresholds for long service leave) including a redundancy payment in accordance with this Agreement, based on recognition of all service with the old employer.
- 45.9. The new employer shall offer a contract of employment to transmitting employees in accordance with the provisions of this clause. If the new employer does not offer conditions of employment equal to or superior to those provided by the old employer on an on-going basis, an entitlement to a redundancy will be triggered and the old employer must make the payments provided for in this Agreement. Any new offer of employment/common law employment contract offered to transmitting employees will not include any period of probationary service with the new employer such as would exclude the transmitting employee from making a claim with regard to termination of employment. If a probationary period of employment and/or a qualifying period of employment is included in any offer of employment with the new employer such that a claim for relief with regard to termination of employment in either period would be prevented, an entitlement to redundancy will be triggered and the old employer must make the payments provided for in this Agreement.
- 45.10. To avoid doubt, the period of employment which the employee has had with the old employer or any prior employer which has been recognised by the old employer shall be deemed to be service of the employee with the new employer, for all purposes.

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

*46. Employment Practices*

- 46.1. Council is committed to the ongoing development of staff. Programs for staff mentoring and succession planning will be developed and implemented during the life of this agreement.
- 46.2. For vacant positions, the commitment is to advertise internally. Where it is assessed that the skill level or resource may not be available in the Council workforce, the position shall be advertised both internally and externally. All parties agree with and are committed to the principles of merit-based selection of Employees and equal employment opportunity.

*47. Redundancy/Retrenchment Provision*

The redundancy/retrenchment provisions are outlined in Appendix 2.

PART FIVE: ALLOWANCES

*48. On-Call Allowance*

- 48.1. Employees directed to remain on call must be able to be contacted and be able to respond within a half-hour of being contacted.
- 48.2. An Employee shall not be considered to be on call due solely to a customary/planned arrangement whereby the Employee returns to the employer's premises outside hours to perform a specific job.
- 48.3. Employees covered by this clause will no longer be entitled to any additional allowance under their relevant award for being on-call.
- 48.4. The first call out undertaken on any day whilst the Employee is on call, shall be paid at a minimum of 4 hours.

Monday to Friday

- 48.5. An Employee required to remain on call during any day or night outside his/her ordinary working hours shall be paid an On-Call Allowance of \$13.65 for each day and/or night during which he/she remains on call on weekdays only. Provided that if any Employee whilst on call is required to perform any other work for which rates of pay are fixed by a relevant award or agreement, they shall be paid for the time so worked at the overtime rate prescribed.

Saturday

- 48.6. Where an Employee is directed to remain on call on Saturday, they shall be paid a sum equal to 4 hours ordinary pay. Provided that if any Employee whilst on call is required to perform any other work for which rates of pay are fixed by a relevant award or agreement, they shall be paid for the time so worked at the overtime rate prescribed. This shall be in addition to the sum equal to 4 hours ordinary pay.

Sunday and Statutory Holidays

- 48.7. Where an Employee is required to remain on call on any Sunday or statutory holiday, they shall be paid for each Sunday or statutory holiday a sum of eight hours at their ordinary rate. In the case of statutory holidays only, the Employee will be credited one days leave exclusive of leave loading.
- 48.8. If any Employee, whilst on call is required to perform work for which rates of pay are fixed by a relevant award or agreement, they shall be paid for the time so worked at the overtime rate prescribed in lieu of the ordinary rate with the remainder of the time being paid at ordinary rates for up to a period of eight hours.
- 48.9. Provided further, if the time worked by the Employee at overtime rates is eight hours or more, then the Employee shall be entitled to receive only the amount earned by them at overtime.

*49. Living Away Allowance*

- 49.1. From time to time, an Employee, given reasonable notice except in cases of an emergency, may be required to live away from home in order to perform their normal duties.
- 49.2. Such Employee will be entitled to the following:
- Council will provide suitable transport between their home depot and the place of accommodation.
  - For the period that the Employee works in such a location the place of accommodation will be deemed as their home depot.
  - No Employee will be expected to stay away from home over weekends or public holidays that are more than 1 day in duration.
  - Council will arrange and pay for suitable commercial/private accommodation near the work-site.
  - Council will reimburse the reasonable cost of three meals a day during such work.

- Council will pay an allowance of \$30.00 per day to cover the cost of any other incidental expenses whilst living away.

49.3. At the same time, all Employees covered by this clause will no longer be entitled to any allowance under their relevant award for living away from home.

#### 50. *First Aid Allowance*

50.1. An Employee who is appointed by Council as a First Aid Attendant in their given work area and is the current holder of an appropriate first aid qualification will be paid a \$13.20 weekly allowance. This payment will be dependent upon the First Aid Attendant complying with the requirements of the position.

50.2. At the same time, all Employees covered by this clause will no longer be entitled to any allowance under their relevant award for being a first-aider.

#### 51. *Safety Representative Allowance*

51.1. Council Safety Representatives who have been democratically elected by their team or unit will be paid an allowance of \$13.20 per week.

51.2. Safety Representatives will be provided with appropriate time during working hours to complete the responsibilities of this position.

51.3. This payment will also be subject to timeframes that may be included in various Safety Committee constitutions regarding nominated periods for Employee appointments.

#### 52. *Meal Allowance during Overtime*

52.1. An Employee shall be supplied with a reasonable meal at the Council's expense or be paid \$15.00 in lieu, at all paid meal breaks prescribed in the relevant award or agreement. This allowance will be reviewed annually from the date of the vote in accordance with CPI.

52.2. At the same time, all Employees covered by this clause will no longer be entitled to any allowance under their relevant award for meals.

#### 53. *Cleaning Public Facilities Allowance*

53.1. Employees engaged in the cleaning of public facilities including, childcare centres, toilets, barbeques, and park areas that are required to clean up human excrement (including vomit) other than merely by hosing them shall be paid an allowance at the rate of \$11.60 per week.

53.2. At the same time, all Employees covered by this clause will no longer be entitled to any allowance under their relevant award for cleaning toilets.

#### 54. *Live Sewer*

54.1. The parties agree that for the purposes of claiming any relevant 'Live Sewer Allowance' the correct and intended definition of live sewer exposure is those Employees who are working in direct physical contact with live sewerage or direct aerial contact with live sewerage work. For the avoidance of doubt for 'direct aerial contact' to apply all the following criteria must be met:

54.1.1. The Employee must be working in direct support of another Employee who is directly physically exposed to live sewerage and only for the period that the direct physical exposure exists; and

54.1.2. The work requires the Employee to regularly be in direct physical contact with tools, parts or fittings that are being used for the live sewerage work at that time; and

54.1.3. The Employee would have to place some part of their body into the excavation or other space where the direct physical exposure is occurring for them to properly and safely complete the assigned task.

54.2. The payment of the allowance applies only for the period that the above criteria are being met and immediate cleanup at the worksite where the exposure occurs.

54.3. Notwithstanding the above, the parties recognize that the above has not been properly applied for Fitzroy River Water, Network only Employees of the previous Rockhampton City Council for many years. Therefore, Rockhampton Regional Council agrees to accept claims in accordance with the current practice for those and only those Employees who were employed by Fitzroy River Water, Network Section on 14 March, 2008. This entitlement shall only apply to those Employees until such time as those Employees cease to be Employees of Rockhampton Regional Council or they take up a different role within Rockhampton Regional Council. To remove any doubt, the Employees who shall retain this entitlement will be identified by name in an exchange of letters between the parties prior to certification of the Agreement and each Employee will be notified in writing.

54.4. The allowance shall be calculated using the base rate applicable and not any annualised 'All Purpose Rate' that might apply for other purposes in accordance with the terms of the Agreement.



### 55. *Working in the Rain*

- 55.1. Working in the rain will only occur if it is essential as determined by line management.
- 55.2. Where people are required to work in the rain, they shall be issued with wet weather gear to protect their clothing. Where wet weather gear has been issued, the Employee must have it available for use. At the end of the task, the Employee, where practicable, may return home to change into dry clothing (including appropriate footwear) and return to work.
- 55.3. Where an Employee is required to perform work in the rain and by so doing gets his or her clothing wet shall be paid double rates for all work so performed. Such payment shall continue until the Employee finishes work or until the clothing dries or is able to be changed whichever is earlier.
- 55.4. An Employee entitled to an additional payment pursuant to this allowance shall not be entitled to any additional payment for Wet Places.
- 55.5. At the same time, all Employees covered by this clause will no longer be entitled to any allowance under their relevant award for working in rain.
- 55.6. Where Employees are unable to carry out their normal duties due to natural events and are not required for urgent work, they agree to actively participate in relevant training or other productive activity.

### 56. *Annualised Allowances*

- 56.1. In recognition of the cost of processing allowances, which are otherwise applicable under relevant Awards, it is agreed that the following allowances be annualised. These allowances will be incorporated within the classification structure.
- 56.2. The annualised rate, which incorporates the annualised allowances, shall be referred to as the 'All Purpose Rate' and shall be used for the calculation of superannuation and leave benefits.

#### 56.3. *Site Allowance*

- 56.3.1. This clause covers the following allowances "Construction, reconstruction, alteration, repair and/or maintenance work Allowance", "Disability Allowance – rubbish dumps", "Wet Places Allowance", "Quarry Allowance"- Local Government Employees' (excluding Brisbane City Council) Award State 2003; "Construction Allowance", "Dirty Work Allowance", "Repair Work Allowance" – Engineering Award State 2002; "Dirty Work Allowance", "Wet Work Allowance" – Building Trades Award State 2002.
- 56.3.2. The Council, in recognising the continuing nature of these general disability allowances to all Employees covered by the Local Government Employees Award (Excluding Brisbane City Council) Award State 2003, and Engineering Award State 2002, agrees to annualise this allowance.
- 56.3.3. Council will hereby include within the classification structure the payment of \$27.00 per week for all staff covered by the Local Government Employees (Excluding Brisbane City Council) Award State 2003 and Engineering Award State 2002. At the same time all Employees covered by this clause will no longer be entitled claim the abovementioned allowances.

#### 56.4. *Tool Allowance*

- 56.4.1. The Council, in recognising the continuing nature of the "Tool Allowance" paid to all Employees engaged under the Building Trades Public Sector Award State 2002, Engineering Award State 2002 and Local Government Employees (Excluding Brisbane City Council) Award State 2003, agrees to annualise this allowance whilst such Employees continue to supply their own tools.
- 56.4.2. Council will hereby include within the classification structure the payment of \$28.00 per week for the following trades staff:
- Mechanics
  - Fitters
  - Plumber/Drainers
  - Electricians
  - Form setters
  - Home Assist Secure Field Officers
- 56.4.3. Apprentices in all disciplines will be provided tools to the value of the full tool allowance at the commencement of their apprenticeship. All tools will remain the property of Council until the date of completion of the apprenticeship when ownership will transfer to the Employee. In the event of an apprentice leaving Council's employ prior to completing the apprenticeship, the Apprentice will be given a pro-rata allocation of tools upon termination.

- 56.4.4. At the same time, all Employees covered by this clause will no longer be entitled to any allowance under their relevant award for providing tools.

*56.5. Rubbish and Sanitary Allowance*

- 56.5.1. The Council, in recognising the continuing nature of the “Rubbish and sanitary operations allowance” paid to Employees engaged as drivers of rubbish vehicles and their assistants under the Local Government Employees (Excluding Brisbane City Council) Award State 2003 agrees to annualise this allowance.
- 56.5.2. Council will hereby include within the classification structure the payment of \$91.58 per week for all staff covered by this clause. At the same time all Employees covered by this clause will no longer be entitled to claim the abovementioned allowances.

*56.6. Leading Hand Allowance*

- 56.6.1. The Council, in recognising the continuing nature of “Leading Hand Allowance” paid to Employees engaged under the Local Government Employees (Excluding Brisbane City Council) State 2003 and Building Trades Public Sector Award State 2002, agrees to annualise this allowance.
- 56.6.2. Council will hereby include within the classification structure the payment of \$32.00 per week for all staff covered by this clause.
- 56.6.3. At the same time all Employees covered by this clause will no longer be entitled to claim the abovementioned allowance under the respective awards.

*56.7. Locality Allowance*

- 56.7.1. The Council, in recognising the continuing nature of “Locality Allowance” to all Employees engaged under the Queensland Local Government Officers’ Award 1998 agrees to annualise this allowance.
- 56.7.2. Council will hereby include within the classification structure the payment of \$17.15 per week for all staff paid under the Queensland Local Government Officer’s Award 1998.
- 56.7.3. At the same time, all Employees covered by this clause will no longer be entitled to any allowance under the relevant award for Locality Allowance.

*56.8. Fares and Travelling Allowance*

- 56.8.1. The Council, in recognising the continuing nature of the “Fares and Travelling Allowance” to Employees engaged under the Building Trades Public Sector Award State 2002, agrees to annualise this allowance.
- 56.8.2. Council will hereby include in the classification structure the payment of \$57.50 per week to staff covered by the Building Trades Public Sector Award State 2002.
- 56.8.3. A separate annualised “All Purpose Rate” that does not include this allowance will be calculated for Employees who are provided a Council Vehicle.
- 56.8.4. At the same time, all Employees covered by this clause will no longer be entitled to any allowance under their relevant Award for “Fares and Travelling”.

*57. Travel Costs*

- 57.1. The Council shall provide all transport between an Employee’s normal work depot and the daily work site where possible.
- 57.2. Where an Employee is required to report directly to the job site, which is within a 5 km radius of their normal depot, the Employee will travel by their own means and in their own time.
- 57.3. Where the job site is more than 5 km from their normal depot, then Council will pay the difference as travelling time and car mileage (as per the Australian Taxation Office Standard, as applicable) for distances in excess of the 5 km.

**PART SIX: MISCELLANEOUS**

**58. No Extra Claims**

- 58.1. The parties agree that in the life of this Agreement no extra claims will be sought or granted for further wage/salary increases or for new or altered conditions.
- 58.2. The parties will not, other than is provided in Clause 5 – Date and Period of Operation, pursue any extra claims for changes in relation to matters dealt with by this agreement.

### 59. Facilities

- 59.1. The following facilities will be made available to the parties involved in any consultative forum set up in accordance with this agreement:
- 59.1.1. Meetings, associated work and reporting should occur in normal working time.
  - 59.1.2. Reasonable access to normal Council facilities such as typing, word processing, photocopying, postal system and telephone, storage facilities and meeting rooms.
  - 59.1.3. Access to a room with normal office facilities shall be provided for representatives of the parties to discuss matters associated with consultative forums established under this agreement.
  - 59.1.4. No Employee will be disadvantaged as a result of the reasonable conduct of activities carried out in accordance with this clause.

### PART SEVEN: UNION REPRESENTATION

This agreement recognises the union parties to this agreement and their accredited representatives as legitimate representatives of Employees covered by the agreement.

The parties acknowledge that structured, collective industrial relations will continue as a fundamental principle of the Council.

This principle recognises the role union membership has in maintaining a stable, safe and efficient working environment.

### 60. Responsibilities and Rights of Union Delegates

60.1. All Union Delegates will have the following responsibilities:

- Minimise disruption associated with union consultation
- Provide a minimum of 24 hours notice to line management prior to holding discussions with groups of Employees
- Ensure management are aware of issues early to encourage speedy rectification
- To understand and recognise the legitimate business obligations of Council while seeking the best possible arrangements for their members.

60.2. All Union Delegates will be afforded the following rights:

- To be treated fairly and to perform their role as Union Delegate without any discrimination in their employment.
- To formal recognition by the Council that endorsed Union Delegates speak on behalf of Union Members in the workplace on matters relating to applicable industrial legislation and industrial instruments.
- To bargain collectively on behalf of those they represent.
- To consultation and access to reasonable information about the workplace and the business.
- To reasonable paid time to represent the interest of Members to the employer and industrial tribunals.
- To reasonable paid time during normal working hours to consult with Union Members following management approval.
- To reasonable paid time, at ordinary rates, to participate in the operation of the Union that is specific to Rockhampton Regional Council.
- To reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a Delegate and consulting with workplace colleagues and the Union.
- To place Union information relevant to RRC Employees on a notice board in a prominent location in the workplace, without displacing other business critical communication.
- To take accrued leave entitlements to work with the Union.

### 61. Trade Union Training Leave

- 61.1. Upon application to their manager, a union workplace delegate may be granted up to five (5) working days' leave on ordinary pay each calendar year, non-cumulative, to attend courses and seminars conducted by or approved by the respective Union, provided that Council is not involved in any other costs except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the officer.
- 61.2. The granting of such leave shall be subject to Council's convenience and will not unduly affect the operation of the Council.

- 61.3. The scope, content and level of the course shall be such as to contribute to a better understanding of Industrial Relations.
- 61.4. The union will notify Council well in advance of upcoming courses.

62. *Right of Entry*

With prior approval of the Chief Executive Officer or their delegate, following a minimum of 24 hour’s notice, an official or officer of the unions shall have the right to enter the employer's establishment during working hours for the purposes of conducting appropriate union business, provided that there will be minimal disruption to work by the representative the union membership.

63. *Access to Union Officials*

Council will allow unrestricted access by its Employees during normal workings hours to accredited officials of the union parties to this agreement, with prior approval from the General Manager or their delegate.

64. *Union fees paid by payroll deduction*

Council will provide a payroll deduction scheme for any Employees who wish to have their union fees deducted from their payroll.

**PART EIGHT: SPECIAL WORK ARRANGEMENTS**

65. *Special Work Arrangements*

- 65.1. There exists a range of ‘specific’ or ‘special’ work arrangements that exist under various titles and headings within the previous Council certified agreements both state and federal.
- 65.2. In acknowledgement of the abolishment of such arrangements in their old format because of the establishment of a new agreement, the parties agree to preserve such arrangements in order to clearly identify, review and amend (where appropriate) such agreements throughout the life of this agreement. The special arrangements that have been identified at the time of certification of this agreement are provided for in Appendix 3 of this agreement.

**SIGNATORIES TO ENTERPRISE BARGAINING AGREEMENT**

Signed for and on behalf of the  
ROCKHAMPTON REGIONAL COUNCIL  
In the presence of (Printed Name)

**A. Dawson**  
CEO  
Travis Pegrem

Signed for and on behalf of the  
QUEENSLAND SERVICES INDUSTRIAL UNION OF EMPLOYEES  
In the presence of

**D SMITH**  
STATE SECRETARY  
K.A. Nelson

Signed for and on behalf of the  
LIQUOR, HOSPITALITY and MISCELLANEOUS UNION,  
QUEENSLAND BRANCH, UNION OF EMPLOYEES  
In the presence of

**G.Bullock**  
Secretary  
  
Dimity Brown

Signed for and on behalf of  
THE ASSOCIATION OF PROFESSIONAL ENGINEERS,  
SCIENTISTS AND MANAGERS, AUSTRALIA, QUEENSLAND  
BRANCH, UNION OF EMPLOYEES.  
In the presence of

**J YATES**  
STATE SECRETARY  
Mary Schmidt

Signed for and on behalf of the  
MEDIA ENTERTAINMENT and ARTS ALLIANCE  
In the presence of

**T O’CONNOR**  
STATE SECRETARY  
Michelle Rae

## Appendix 1 – Current Classification Structure

\* Locality Allowance of \$891.80pa has been added to this rate due to Annualisation

### Local Government Officer's Award

Level	Inc.	Current	plus 5% & Locality	2009 plus 5% & Locality	2010 plus 5% & Locality
Under 17		\$20,999	\$22,941	\$24,088	\$25,292
17 Years		\$22,908	\$24,945	\$26,192	\$27,502
18 Years		\$26,726	\$28,954	\$30,402	\$31,922
19 Years		\$30,544	\$32,963	\$34,611	\$36,342
20 Years		\$34,362	\$36,972	\$38,820	\$40,762
1	1	\$38,180	\$40,981	\$43,030	\$45,181
1	2	\$38,774	\$41,605	\$43,685	\$45,869
1	3	\$39,724	\$42,602	\$44,732	\$46,969
1	4	\$40,627	\$43,550	\$45,728	\$48,014
1	5	\$41,560	\$44,530	\$46,756	\$49,094
1	6	\$42,393	\$45,404	\$47,675	\$50,058
2	1	\$43,426	\$46,489	\$48,814	\$51,254
2	2	\$44,447	\$47,561	\$49,939	\$52,436
2	3	\$45,469	\$48,634	\$51,066	\$53,619
2	4	\$46,489	\$49,705	\$52,191	\$54,800
3	1	\$47,509	\$50,776	\$53,315	\$55,981
3	2	\$48,530	\$51,848	\$54,441	\$57,163
3	3	\$49,553	\$52,922	\$55,569	\$58,347
3	4	\$50,572	\$53,992	\$56,692	\$59,527
4	1	\$51,592	\$55,063	\$57,817	\$60,707
4	2	\$52,615	\$56,138	\$58,944	\$61,892
4	3	\$53,741	\$57,320	\$60,186	\$63,195
4	4	\$54,920	\$58,558	\$61,486	\$64,560
5	1	\$56,108	\$59,805	\$62,795	\$65,935
5	2	\$57,240	\$60,994	\$64,043	\$67,246
5	3	\$58,474	\$62,290	\$65,404	\$68,674
6	1	\$60,529	\$64,447	\$67,670	\$71,053
6	2	\$62,584	\$66,605	\$69,935	\$73,432
6	3	\$64,640	\$68,764	\$72,202	\$75,812
7	1	\$66,695	\$70,922	\$74,468	\$78,191
7	2	\$68,750	\$73,079	\$76,733	\$80,570
7	3	\$70,805	\$75,237	\$78,999	\$82,949
8	1	\$73,272	\$77,827	\$81,719	\$85,805
8	2	\$75,738	\$80,417	\$84,438	\$88,659
8	3	\$78,205	\$83,007	\$87,157	\$91,515
8	4	\$80,520	\$85,438	\$89,710	\$94,195
8	5	\$82,835	\$87,869	\$92,262	\$96,875

## Child Care Award

<b>Classification</b>	<b>Annual</b>	<b>plus 5%</b>	<b>2009 plus 5%</b>	<b>2010 plus 5%</b>
CSW Unqualified Year 1 17<18 years	\$22,629.29	\$23,760.75	\$24,948.79	\$26,196.23
CSW Unqualified Year 1 18<19 years	\$24,941.07	\$26,188.12	\$27,497.53	\$28,872.41
CSW Unqualified Year 1 19<20 years	\$27,489.64	\$28,864.12	\$30,307.33	\$31,822.69
CSW Unqualified Year 1 20<21 years	\$29,700.16	\$31,185.17	\$32,744.43	\$34,381.65
CSW Unqualified Year 1 Adult	\$33,032.82	\$34,684.46	\$36,418.68	\$38,239.62
CSW Unqualified Year 2 17<18 years	\$22,987.01	\$24,136.36	\$25,343.18	\$26,610.34
CSW Unqualified Year 2 18<19 years	\$25,364.73	\$26,632.97	\$27,964.61	\$29,362.85
CSW Unqualified Year 2 19<20 years	\$27,978.40	\$29,377.32	\$30,846.19	\$32,388.50
CSW Unqualified Year 2 20<21 years	\$30,260.28	\$31,773.29	\$33,361.96	\$35,030.06
CSW Unqualified Year 2 Adult	\$33,689.81	\$35,374.30	\$37,143.02	\$39,000.17
CSW Unqualified Year 3 17<18 years	\$23,334.57	\$24,501.30	\$25,726.36	\$27,012.68
CSW Unqualified Year 3 18<19 years	\$25,777.61	\$27,066.49	\$28,419.82	\$29,840.81
CSW Unqualified Year 3 19<20 years	\$28,451.26	\$29,873.82	\$31,367.51	\$32,935.89
CSW Unqualified Year 3 20<21 years	\$30,796.76	\$32,336.60	\$33,953.43	\$35,651.10
CSW Unqualified Year 3 Adult	\$34,328.73	\$36,045.17	\$37,847.42	\$39,739.80
CSW 1 Year Qualified Year 1 17<18yr	\$23,365.62	\$24,533.90	\$25,760.60	\$27,048.63
CSW 1 Year Qualified Year 1 18<19yr	\$25,815.66	\$27,106.44	\$28,461.77	\$29,884.85
CSW 1 Year Qualified Year 1 19<20yr	\$28,492.22	\$29,916.83	\$31,412.67	\$32,983.31
CSW 1 Year Qualified Year 1 20<21yr	\$30,850.02	\$32,392.52	\$34,012.15	\$35,712.75
CSW 1 Year Qualified Year 1 Adult	\$35,348.13	\$37,115.54	\$38,971.31	\$40,919.88
CSW 1 Year Qualified Year 2 17<18yr	\$23,709.38	\$24,894.85	\$26,139.59	\$27,446.57
CSW 1 Year Qualified Year 2 18<19yr	\$26,226.00	\$27,537.30	\$28,914.17	\$30,359.87
CSW 1 Year Qualified Year 2 19<20yr	\$28,967.97	\$30,416.37	\$31,937.19	\$33,534.05
CSW 1 Year Qualified Year 2 20<21yr	\$31,389.39	\$32,958.86	\$34,606.80	\$36,337.14
CSW 1 Year Qualified Year 2 Adult	\$36,130.64	\$37,937.17	\$39,834.03	\$41,825.73
CSW 1 Year Qualified Year 3 17<18yr	\$21,253.00	\$22,315.65	\$23,431.43	\$24,603.00
CSW 1 Year Qualified Year 3 18<19yr	\$24,363.28	\$25,581.44	\$26,860.52	\$28,203.54
CSW 1 Year Qualified Year 3 19<20yr	\$27,474.19	\$28,847.90	\$30,290.29	\$31,804.81
CSW 1 Year Qualified Year 3 20<21yr	\$30,585.10	\$32,114.36	\$33,720.07	\$35,406.08
CSW 1 Year Qualified Year 3 Adult	\$36,913.13	\$38,758.79	\$40,696.73	\$42,731.56
Group Leader 1 Year Qualified Yr 1	\$38,738.96	\$40,675.91	\$42,709.70	\$44,845.19
Group Leader 1 Year Qualified Yr 2	\$39,391.04	\$41,360.59	\$43,428.62	\$45,600.05
Group Leader 1 Year Qualified Yr 3	\$40,043.13	\$42,045.29	\$44,147.55	\$46,354.93
Group Leader 2 Year Qualified Yr1	\$42,129.80	\$44,236.29	\$46,448.10	\$48,770.51
Group Leader 2 Year Qualified Yr2	\$42,781.88	\$44,920.97	\$47,167.02	\$49,525.37
Group Leader 2 Year Qualified Yr3	\$43,433.97	\$45,605.67	\$47,885.95	\$50,280.25
Group Leader 3 Year Qualified Yr1	\$43,433.97	\$45,605.67	\$47,885.95	\$50,280.25
Group Leader 3 Year Qualified Yr2	\$43,433.97	\$45,605.67	\$47,885.95	\$50,280.25
Assist Director 2 Year Qualified Y1	\$43,955.62	\$46,153.40	\$48,461.07	\$50,884.12
Assist Director 2 Year Qualified Y2	\$44,477.30	\$46,701.17	\$49,036.22	\$51,488.03
Assist Director 2 Year Qualified Y3	\$44,998.97	\$47,248.92	\$49,611.36	\$52,091.93
Assist Director 3 Year Qualified Y1	\$45,520.64	\$47,796.67	\$50,186.51	\$52,695.83
Assist Director 3 Year Qualified Y2	\$46,042.31	\$48,344.43	\$50,761.65	\$53,299.73
Director 2 Year Qualified Year 1	\$48,128.97	\$50,535.42	\$53,062.19	\$55,715.30

Director 2 Year Qualified Year 2	\$48,781.04	\$51,220.09	\$53,781.10	\$56,470.15
Director 2 Year Qualified Year 3	\$49,693.96	\$52,178.66	\$54,787.59	\$57,526.97
Director 2 Year Qualified Year 4	\$50,476.47	\$53,000.29	\$55,650.31	\$58,432.82
Director 3 Year Qualified Year 1	\$49,693.96	\$52,178.66	\$54,787.59	\$57,526.97
Director 3 Year Qualified Year 2	\$50,476.47	\$53,000.29	\$55,650.31	\$58,432.82
Director 3 Year Qualified Year 3	\$51,389.37	\$53,958.84	\$56,656.78	\$59,489.62
Director 3 Year Qualified Year 4	\$52,302.30	\$54,917.42	\$57,663.29	\$60,546.45
Director 3 Year Qualified Year 5	\$53,215.22	\$55,875.98	\$58,669.78	\$61,603.27
Director 3 Year Qualified Year 6	\$54,128.13	\$56,834.54	\$59,676.26	\$62,660.08
Director 3 Year Qualified Year 7	\$54,780.21	\$57,519.22	\$60,395.18	\$63,414.94
Director 3 Year Qualified Year 8	\$55,953.02	\$58,750.67	\$61,688.20	\$64,772.61
Director 3 Year Qualified Year 9	\$57,846.60	\$60,738.93	\$63,775.88	\$66,964.67

### Theatrical Award

	<b>Current</b>	<b>2008 plus 5%</b>	<b>2009 plus 5%</b>	<b>2010 plus 5%</b>
V+E Level 1	\$33,330	\$34,996	\$36,746	\$38,584
V+E Level 2	\$35,165	\$36,924	\$38,770	\$40,708
V+E Level 3	\$37,013	\$38,864	\$40,807	\$42,847
V+E Level 4	\$50,421	\$55,165	\$57,923	\$60,819
V+E Level 5	\$53,075	\$58,063	\$60,966	\$64,014

Note:

V+E Level 4 includes loading at 30% plus \$100 broadcast allowance

V+E Level 5 includes loading at 30% plus \$100 broadcast allowance

## Appendix 2 – Redundancy/Retrenchment Agreements

### 1. Application:

- 1.1. This agreement shall operate in respect of all Employees of the Council and whose positions have been declared redundant.

### 2. Definitions:

#### 2.1. Redeployment

Redeployment is a process of transferring Employees to alternative positions within Council, where their existing position has been declared redundant.

#### 2.2. Retraining

Retraining includes an analysis of an Employees' current skills, knowledge and abilities for the purpose of developing an individual training plan to facilitate the Employee's redeployment.

#### 2.3. Redundancy

A position becomes redundant when the Council's need for work of a particular kind at a location has diminished or ceased.

#### 2.4. Involuntary Retrenchment

Involuntary retrenchment means the termination (at the initiative of management) of employment of staff who are in redundant positions, and who are unable to be redeployed.

#### 2.5. Notice Period

##### 2.5.1. Notice of Redundant Position

- a. Notice of redundant position means the formal advice to the Employee that their position is to become redundant. Any Employees whose positions are to be made redundant and their Unions shall receive formal notification of impending redundancy as soon as possible.

##### 2.5.2. Notice of Involuntary Retrenchment

- a. Notice of involuntary retrenchment means the notice to an Employee that their services are terminated as a result of their position being made redundant and redeployment not being achieved at the time of this notice being issued. In such circumstances, Employees shall receive notice at least eight (8) weeks before the event.
- b. Where the date of involuntary retrenchment has been advised in the notice of redundant position, it shall not be necessary to issue a notice of involuntary retrenchment.

#### 2.6. Ordinary Rate of Pay

Ordinary rate of pay for redundancy payments shall mean the current rate including Enterprise Bargaining increases (excluding shift loadings, weekend penalty payments, and overtime).

#### 2.7. Actual Rate of Pay

Actual rate of pay is the ordinary rate of pay as at the date of redeployment.

#### 2.8. Continuous Service

As defined in The Queensland Local Government Officers' Award 1998 Clauses 25.2.1, 25.2.2 and 25.2.3 – Long Service Leave

### 3. Objectives:

- 3.1. The chief objectives of the Agreement are:

- 3.1.1. To maintain, where possible, Employees whose positions have become redundant in continued employment within the Council;
- 3.1.2. To retrain such Employees where necessary;
- 3.1.3. To pay monetary compensation to such Employees who are unable to be redeployed and whose employment is to be terminated; Compensation by way of a Redundancy Benefit is compensation for loss of job security and it is not a resignation benefit.
- 3.1.4. To assist Employees to find employment outside the service of the Council.

### 4. Consultation With Relevant Unions

- 4.1. Where a decision has been made that a position or positions are to become redundant, the Council shall, at the earliest practicable time, provide all relevant details to the Union/s concerned and arrange discussions with the Union/s.
- 4.2. Relevant details to be provided to the Unions shall include:
  - 4.2.1. the reasons for the position or positions being redundant;
  - 4.2.2. the number, classification, location and details of the redundant positions;



4.2.3. presentation of an organisational plan of the work unit concerned.

4.3. Discussions with the Union/s shall include:

4.3.1. the method of identifying positions as redundant, having regard to the efficient and economical working of that enterprise;

4.3.2. advice and the timing of that advice to the Employees.

## **5. Exceptions**

5.1. This Agreement shall not apply in any of the following circumstances:

5.1.1. Where an Employee terminates employment before the expiration of the period of notice without prior approval of the Council, which approval shall not be unreasonably withheld; or

5.1.2. Where an Employee suffers a permanent injury or illness which renders that Employee otherwise incapable of continuing in employment; or

5.1.3. Where an Employee's services are terminated by reason of neglect of duty or misconduct; or

5.1.4. Where an Employee has been engaged in a casual capacity or on a short term basis, such as project employment; or

5.1.5. Where an Employee has not been engaged for a continuous period of at least twelve (12) months.

## **6. Grievance Procedure:**

6.1. Grievances arising from this section shall be dealt with in terms of the Grievance Procedures outlined in Council's Enterprise Bargaining Agreement.

## **7. Redeployment:**

7.1. The Council shall endeavour to find suitable alternative employment within Council for all Employees. All such Employees shall be individually interviewed to determine what options may exist for their retraining by Council.

7.2. Where suitable alternative employment is found for an Employee at a classification with a lower rate of pay, that Employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period of twelve (12) months or until the rate for the lower classification exceeds that actual rate, whichever is the earlier.

7.3. Employees who are transferred to other positions will be eligible for redundancy benefits should it be found within three months by either themselves or the Council that the alternative position is unsatisfactory.

7.4. Should an Employee not accept a suitable redeployment position and opt to take their redundancy, they are not eligible to apply for that vacancy, should it be advertised externally, within a 6-month period of becoming redundant.

## **8. Redundancy/Retrenchment**

8.1. Upon a determination by Council that an Employee's position has become redundant, and redeployment cannot be achieved, such Employee shall receive notice of involuntary retrenchment and be eligible to apply for E.S.I.P. in accordance with clause 9.

8.2. The Chief Executive Officer may, at his/her discretion, invite applications from Employees for voluntary retrenchment. Persons whose applications for voluntary retrenchment are accepted by the Chief Executive Officer shall be entitled to receive all eligible redundancy benefits at the point of termination. Persons whose applications for voluntary retrenchment have been accepted are eligible to apply for E.S.I.P. in accordance with clause 9. Employees, who receive voluntary retrenchment, shall be given notice at least 8 weeks before their date of departure.

8.3. On termination, eligible Employees shall receive an ex-gratia Redundancy Payment at a rate appropriate to the completed years of service. This Redundancy Payment is to consist of three (3) weeks payment per year of continuous service in Queensland Local Government as well as a proportionate amount for an incomplete year of service. The Employee must receive as a minimum an amount equal to the Employee's salary for four (4) weeks.

8.4. Eligible Employees are those for whom:

8.4.1. suitable alternative employment cannot be found; or

8.4.2. whose application for voluntary retrenchment under clause 9(b) has been accepted; and

8.4.3. who have at least one (1) year's service.

8.5. In addition to Redundancy Payment, an Employee who has completed one year's continuous service shall be entitled on termination to a long service leave payment in accordance with the current Enterprise Bargaining Agreement at the ordinary rate of pay for each completed year of service, and a proportionate amount of an incomplete year of service, less any long service leave already taken.

8.6. Providing each case has the prior approval of the Employee's supervisor, leave with pay shall be granted for the purpose of attending personal employment interviews. This subclause only applies to Employees whose positions have been declared redundant.

- 8.7. Each Employee whose position has been declared redundant will be given a statement showing the calculation of an estimate of the Redundancy Payment at least 28 days before possible termination date.
- 8.8. Council will meet financial planning costs of up to \$500 for any Employee subject to retrenchment. A refund will be given to the Employee upon presentation of the account or, with prior agreement, the account can be sent directly to Council for payment.

**9. Early Separation Incentive Payment:**

- 9.1. The E.S.I.P consists of eight (8) weeks incentive payment in addition to all other payments that comprise a redundancy package under the terms of this agreement. This incentive payment will be calculated at the ordinary rate of pay.
- 9.2. The Early Separation Incentive Payment (E.S.I.P) for voluntary and involuntary retrenchment is designed to enable Employees to elect to leave the service of Council, prior to the date of retrenchment, thereby waiving their entitlement to eight (8) weeks notice.
- 9.3. To be eligible for an E.S.I.P, an Employee must have completed at least one (1) year of service.
- 9.4. Employees who express an interest in participating in the E.S.I.P scheme will be required to submit an application within twenty-eight (28) calendar days of the Council's notice of redundant position. This 28-day period shall run concurrently with the 8-week notice period. Any late applications for ESIP received after the 28 days notice period shall reduce the 8 weeks ESIP proportionately by the amount of time (in whole days) that applications for ESIP are received after the 28-day time limit.
- 9.5. The Council may reject applications if acceptance would be detrimental to Council's operations.
- 9.6. Council may at its discretion terminate employment before the expiration of the notice period by making payment in lieu of the required notice.

**10. Relocation Expenses:**

- 10.1. Should an Employee become redundant within a period of two years of commencement of their employment, they shall not be required to repay removal expenses, they would otherwise have to repay under Council's removal Expenses Policy.

**11. Review:**

- 11.1. This Agreement shall remain in effect and be subject to continuous review to ensure it reflects community standards with any party being able to initiate negotiations at any time.

### **Appendix 3 – Special Work Arrangements**

#### **1. Provision for Venues and Events Staff working from the Rockhampton Pilbeam Theatre.**

These arrangements apply only to staff employed under the Theatrical Award at Rockhampton's Pilbeam Theatre. Except where inconsistent with the provisions of these clauses, all other conditions shall be in accordance with the relevant conditions of this agreement.

#### **Annualised Salary**

The working week of all full-time employees engaged at Venues and Events Operations classification Level 4 or above, will be extended to 43 hours per week. This extension to the employee's working week shall then constitute their ordinary hours of work to be worked on a maximum of 11 days in any 14 day period by the payment of a loading of 30% in addition to the employee's ordinary rate.

For all such employees, the employee agrees to accept the accrual of time off with pay in lieu of payment of overtime or for work performed on Sundays or Public Holidays (with the exception of Christmas Day, Boxing Day and Good Friday).

This additional loading also takes into account employees working split shifts where necessary. A split shift being a work shift with a single unpaid break of more than 2 hours and no more than 9 hours in the same calendar day.

Employees covered by this above clause who cannot work or cannot be offered the total amount of ordinary hours specified in their extended week contract will bank their unworked hours and work any banked hours as part of their ordinary hours in a subsequent week or those unworked hours will be deducted from any time off in lieu accrued.

No employee shall be required to work more than 12 hours in any one shift, unless mutually agreed between the employer and the employee. In the event a shift length of more than 12 hours is agreed, it must not exceed 14 hours. In any 14 day period, no employee shall be required to work more than four shifts of duration in excess of 12 hours.

In the event of a shift length in excess of 8 hours an employee shall be entitled to an additional meal break firstly after the completion of a total of nine hours of work with an additional meal break after a total of thirteen hours of work.

All work done during an employee's recognised meal break shall be paid at the rate of double time. This payment shall not apply if the employee and the employer agree to alter the time of the meal break.

An employee required to continue working between 12 midnight and 8.00am and required to continue or resume work after 8.00am without having a break of at least 8 hours shall be paid at the rate of double time until a break of 8 hours has been taken.

Both of the above penalties shall be paid penalties.

The parties acknowledge that the above circumstances fall outside what is a desirable work practice and as such, this time is to be worked only in special circumstances. Before undertaking such work the employee must first discuss with their supervisor (and if appropriate the client) alternate staffing arrangements so as to avoid such an occurrence if at all possible.

In acknowledging the need to provide high quality customer service the employer and employees agree that full-time employees may be required to be available to provide reasonable after hours assistance and advice by means of an employer supplied mobile telephone. The parties acknowledge that remuneration for such an employee includes a component of 2% loading that compensates the employee for undertaking this role and being available after hours.

The parties acknowledge that the remuneration of the employees provides for reasonable compensation for the employee in the case of the infrequent occasion that a production on which the employee is engaged is recorded for the purposes of commercial broadcast. This compensation equates to \$100 for employees engaged at Level 4 and 5.

#### **Overtime – Full-time employees**

Employees and management acknowledge that employees may be required to work a reasonable amount of overtime.

All full-time employees classified at Level Four and above, in accordance with the following Position Classifications and Wage Levels will have an amount of overtime annualised as part of their salary (as per Clause Annualised Salary) and time off in lieu in accordance with clause TOIL in these special arrangement provisions.

#### **Casual employees**

Casual employees shall be paid a loading of 30 percent per hour over the ordinary hourly rate prescribed in this agreement in lieu of penalty rates for weekend or public holidays.

The ordinary hours of a casual employee may be worked at any time on any of the days Monday through to and including Sunday and on a Public Holiday (with the exception of Christmas Day, Boxing Day and Good Friday)

## **TOIL**

Where by mutual agreement, an employee agrees to accept accrual of time off with pay in lieu of payment of overtime or for work performed on Sundays or Public Holidays, such time off shall be equivalent to the number of hours worked by that employee during such overtime.

The parties acknowledge that employees may be required to work a reasonable amount of overtime. As such, employees' requests for Time of in Lieu will not be unreasonably withheld and employees will not unreasonably deny management requests to reduce accrued Time Off in Lieu.

No employee will accrue a negative accrual for TOIL.

Accrued actual TOIL will be recorded and approved on all employee timesheets and report on all employee pay slips.

Upon leaving the employment of Rockhampton Regional Council, an employee will be entitled to payment in lieu of any unused TOIL at the appropriate ordinary time rate of pay applicable.

Every reasonable effort will be made by both the employer and the Employee to have the accrued TOIL taken within a three month period from the date of accrual. Where the taking of TOIL within this three-month period is not possible, accrued TOIL hours may be paid to the Employee as an accrued entitlement unless agreement is reached between the employer and the Employee. TOIL amounts will be reviewed quarterly on the last day of March, June, September and December each year.

## **Rostered Days Off**

All employees on Classification 4 and above shall not accrue rostered days off.

## **Position Classifications and Wage Levels**

### ***Pilbeam Theatre Employee - Level 1***

At this level employees perform work above and beyond the skills of a trainee and to the level of their training:

- Performs tasks in accordance with strictly defined procedures
- Is trained in and applies basic quality requirements
- Able to exercise minimal judgement
- Has knowledge of health and safety in relation to tasks performed
- Performs a limited range of tasks of very low variety and complexity

Indicative of the primary tasks which an employee at this level may perform include:

- Ticket selling
- Basic clerical duties
- Provision of information to customers
- Operation of a computer
- Receipt of monies
- General cleaning duties
- General labouring duties

### ***Pilbeam Theatre Employee - Level 2***

At this level, employees perform a range of tasks involving general skills. Typically, employees at this level have completed appropriate, accredited training or certificate or has acquired equivalent competency so as to enable the employee to perform work within the scope of this level. Work would be performed under general supervision. Typical skills and tasks at this level would include:

- Exercise limited discretion within defined procedures
- Provides assistance with problem solving and work direction
- Is trained in an applied basic quality/service requirements
- Has knowledge of health and safety in relation to tasks performed
- Trained in a range of tasks within a skill stream.
- Computer ticketing
- High degree of customer service
- Basic clerical and secretarial duties incidental to the employee's primary tasks
- More specialised cleaning duties than in Level 1
- Assist higher level employees in the maintenance and operation of stage, wardrobe, audio, electrical and other departments
- Ability to perform a number of different customer contact/technical tasks within a particular or different section.

This classification encompasses the positions of Assistant Theatre Technician and Ticket Seller

***Pilbeam Theatre Employee – Level 3***

At this level employees perform a broad range of tasks requiring developed industry skill. They are able to work independently or part of a team. Typical skills at this level would include:

- Ordering and stock control
- Maintaining and servicing of operational standards
- Clerical duties including word processing, spreadsheet and basic computer operation
- Training and supervising staff at lower levels
- General administration tasks
- Understanding of Occupational Health and Safety standards
- Comprehensive knowledge of computer based ticketing system or council finance system
- Authority to open and close division
- Use of ticketing software packages to create, format, edit and correct ticketing requirements for box office events and productions
- Operates, sets up and adjusts lighting, electrical or other technical equipment.
- Works from complex instructions and procedures
- Assists in the provision of on the job training to a limited degree
- Coordinates work in a team environment, provides supervision or work individually under general supervision
- Is responsible for assuring the quality/service of their own work
- Exercises good interpersonal communication skills
- Performs lower level tasks incidental to their work or performs work which does not require additional formal technical training.

This classification encompasses the positions of Theatre Technician and Senior Ticket Seller.

***Pilbeam Theatre Employee – Level 4***

At this level employees perform more highly skilled and often specialised tasks. In some cases tasks would require formal training. The work would be performed under general supervision. Typical skills at this level would include:

- General information technology repairs/maintenance
- Maintaining all technical equipment, fittings and fixtures in buildings associated with venues and events
- Liaison with Council Departments and outside contractors re building maintenance and compliance to code
- Overseeing all repair and renovations projects
- Comprehensive knowledge of computer based ticketing system and council finance system
- Is accountable and responsible for workplace output
- Capable of working without supervision
- Understands the employer's entire operations
- Plans training and enterprise in conformity with employer guidelines
- Has well developed communication and analytical skills
- Responsible for the supervision, training and coordination of lower level employees
- Responsible for the operation or maintenance of stage technical equipment
- Coordination of stage production
- Responsible for the lighting, electrical or other technical requirements of an event or production.
- Responsible for the operation and coordination of an external technical services group operation
- Uses high level of clerical and computer skills.

This classification encompasses the positions of Senior Theatre Technician and Duty Manager

***Pilbeam Theatre Employee – Level 5***

At this level employees perform work at the trade or equivalent level. This would generally involve the selection and application of appropriate skills to suit varying demands of the work. Supervision or direction of other employees would often be a feature of this level. The work would be performed under limited supervision. Typical skills at this level would include:

- Supervision and training of casuals, volunteers and students
- Operation/maintenance of technical equipment/ audio/ lighting/ audiovisual/ staging and rigging
- Rostering of all technical staff
- Liaison with hirers
- Maintenance of technical equipment
- Supervision of staff
- Operation and coordination of internal and external technical services.

This classification encompasses the positions Technical Manager and Production Stage Manager