

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**Richmond Shire Council - Certified Agreement 2010
(CA/2011/1)**

DEPUTY PRESIDENT SWAN

28 February 2011

AMENDED CERTIFICATE

This matter coming on for hearing before the Commission on 28 February AND 11 March 2011 the Commission certifies the following written agreement:

Richmond Shire Council - Certified Agreement 2010 (CA/2011/1) [as amended].

made between:

- Richmond Shire Council (ABN); and
- Employees of Richmond Shire Council

The Queensland Services, Industrial Union of Employees and The Australia Workers' Union of Employees, Queensland became bound by the agreement pursuant to s. 166(2) of the *Industrial Relations Act 1999*.

The agreement was certified by the Commission on 28 February 2011 and shall operate from 28 February 2011 until its nominal expiry on 28 February 2012.

This agreement replaces Richmond Shire Council – Certified Agreement 2008 – CA/2008/344.

By the Commission

Deputy President SWAN

**RICHMOND SHIRE COUNCIL
EMPLOYEE COLLECTIVE
CERTIFIED AGREEMENT 2010**

TABLE OF CONTENTS

Subject Matter	Clause No.
PART 1 – PRELIMINARY	
Title	1.1
Purpose of the agreement	1.2
Parties bound	.3
Application of agreement	1.4
Date of operation	1.5
Posting of agreement	1.6
Relationship to parent awards	1.7
PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT	
Grievance procedures	2.1
Uniforms, Water Bottles and other equipment	2.2
PART 3 – WAGES AND ALLOWANCES	
Wages	3.1
Sick Leave	3.2
Performance review	3.3
Allowances	3.4
Salary Sacrifice	3.5
PART 4 – HOURS OF WORK	
Flexible working hours	4.1
Rostered days off	4.2
PART 5 – STATUTORY HOLIDAYS, LEAVE	
Annual leave	5.1
Payment for Sick leave upon termination	5.2
PART 6 – MISCELLANEOUS PROVISIONS	
No extra claims	6.1
Training	6.2
Wellness Program	7
Internal Advertising of Positions vacant	8
Wet Weather	9
Overtime	10
Work in Extreme Heat	11
Alcohol & Drug Testing	12

PART 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as Richmond Shire Council – Certified Agreement 2010.

1.2 Purpose of the agreement

This Agreement facilitates a workplace that is responsive to a changing environment. Management and employees can then anticipate and react to pressures from the community, business and government sectors. Accordingly it assists Council and its employees to maximise efficiency and effectiveness. This process will include the following elements:

- a) Provide greater flexibility in workplace practices and facilitate improved efficiency, productivity and quality of employment and provide rewards and recognition commensurate with these improvements.
- b) Commit to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and the Council's customers.
- c) Promote a harmonious and productive work environment through ongoing cooperation and consultation.

- d) Commit to maintaining a healthy and safe work environment.
- e) Focus on competitiveness to ensure the Council maintains a viable, effective and secure workforce.
- f) Promote job satisfaction by enabling employees to gain and utilise a broad range of skills and access relevant training programs in order that employees can achieve these objectives.
- g) The parties will be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.

1.3 Parties bound

The parties bound to the agreement are:

- a) Richmond Shire Council (ABN); and
- b) Employees of Richmond Shire Council

1.4 Application of agreement

This Agreement applies to all employees of Richmond Shire Council. 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 where that contract states that this agreement will not apply to the terms and conditions of employment applicable to such Officer., and that such contract would not disadvantage the Officer on an overall basis compared to this agreement.

1.5 Date of operation

This Agreement shall operate for a period of one year from the date of certification.

1.6 Posting of agreement

A copy of this Agreement shall be displayed in the workplace with convenient access to employees.

1.7 Relationship to parent award

This agreement shall be read and interpreted wholly in conjunction with the terms of the parent awards listed below as they stood as at the certification date of this Agreement. Provided that where there is any inconsistency between the express terms of this Agreement and the terms of the parent awards listed below as they stood as at the date of certification of this agreement, the express terms of this Agreement shall take precedence to the extent of the inconsistency.

The parent awards are:

- (a) Local Government Employees (excluding Brisbane City Council) Award – State 2003
- (b) Award for Accommodation and Care Services Employees for Aged Persons – State (excluding South-East Queensland) 2004
- (c) Children Services Award – State 2007
- (d) Engineering Award – State 2002
- (e) Building Trades Public Sector Award – State 2002
- (f) Family Leave Award – State 2003
- (g) Queensland Local Government Officers Award 1998 [Transitional AT794071]

During the life of this agreement Council commits to honouring the terms and conditions that historically formed the Queensland Local Government Officers Award 1998 [Transitional AT794071] “Officers Award” where such terms and conditions would not otherwise be inconsistent with the express terms of this agreement or the terms of the parent awards listed above.

To avoid doubt, should there be changes to the parent awards listed above, it is the intention of the parties that such changes shall not affect the terms of this agreement. However the parties commit to discussing transitional

arrangements for any subsequent certified agreement should there be changes to the parent awards listed above during the life of this agreement.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

At all times terms and conditions of employment will be based upon the specific business needs of Council and be applied within the provisions of this Agreement.

2.1 Grievance procedures

Effective communication between employees and Council management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain sound working relationships.

- a) Any employee or employees with a genuine grievance regarding the interpretation or application of the terms of this agreement shall promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.
- b) If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s nominated representative.
- c) Should the grievance still be unresolved, the matter should then be referred to the Chief Executive Officer who along with the employee/s or the employee/s nominated representative shall attempt to facilitate a resolution.
- d) If after the above steps the matter remains unresolved, the dispute shall be referred to the Industrial Relations Commission.
- e) While the above procedure is being followed, the status quo shall prevail and every endeavour shall be applied to ensure that work continues normally until settlement is reached.
- f) All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.
- g) The above procedures do not restrict Council or the employee/s or the employee/s nominated representative from making representations to each other.

2.2 Uniforms, Water Bottles and other equipment

Council will implement a Uniform Policy that describes the entitlements for employees in their respective work areas for provision of uniforms.

Water bottles, sunglasses and other relevant PPE required by an employee in the execution of their duties will be provided upon commencement of employment with Council.

Replacement items for the items provided upon commencement of employment will be replaced on a fair wear and tear basis. The provision of items may be withdrawn if subject to misuse by employees.

Uniforms will be supplied after 3 months service with Council.

Employees will be liable to reimburse the Council by automatic payroll deduction on termination for the cost of the uniforms supplied, if they leave within 30 days of issue.

Employees who leave Councils employment are required to remove the Council logo.

PART 3 – WAGES AND ALLOWANCES

3.1 Wages

The wages contained in Schedule 1 will apply.

3.2 Sick Leave

3.2.1 Sick leave will accrue in accordance with the relevant awards listed in schedule 1.

- 3.2.2 Subject to clause 3.2.3 and 3.2.4 employees will be entitled to six (6) single days absent without a medical certificate per calendar year. Each and every day thereafter will require the employee to promptly produce a medical certificate from a duly qualified medical practitioner.
- 3.2.3 Staff must notify their supervisor of their absence from work as close as possible to the start of the working day and the expected duration of their absence. Staff must promptly notify their supervisor of any change to their expected absence. Failure to notify will be recorded as an unsubstantiated absence.
- 3.2.4 A medical certificate from a duly qualified medical practitioner will be required for any sick leave taken immediately preceding or immediately after a rostered day off, public holiday, long service leave or annual leave. Failure to provide a medical certificate will be recorded as an unsubstantiated absence.
- 3.2.5 Use of sick leave to attend specialist appointments outside of Richmond**

An employee with responsibilities in relation to either members of their immediate family or members of their household who need their care and support to attend a specialist appointment for a medical condition shall be entitled to use, up to two days of their sick leave entitlement, which accrues after the date of this agreement, for absences to travel outside of Richmond to provide care and support for such persons when they are ill or requiring treatment for a medical condition by a specialist. (refer to Use of Sick Leave to attend Specialist appointments outside of Richmond policy for a definition of medical condition)

The employee shall establish by production of a medical certificate or receipt from the appointment that the appointment was attended, or forfeit the entitlement.

The entitlement to use sick leave in accordance with this clause is subject to:

- a) the employee being responsible for the transport and care of the person concerned;
- b) the person concerned being either -
 - (i) a member of the employee's immediate family; or
 - (ii) a member of the employee's household; and
- c) the term 'immediate family' includes -
 - (i) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee; and
 - (ii) a child (including an adult child, an adopted child, a foster child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence in accordance with Clause 3.2.3.

Where practicable the employee will utilise their rostered day off in accordance with Clause 4.2.2 (c).

This entitlement is available to one employee only where two employees with the same family member are Council employees.

The Chief Executive Officer shall have absolute discretion to extend the entitlement in the case of ongoing treatment and/or exceptional circumstances in accordance with the policy.

3.2.6 Maternity Leave

Council agrees to allow an employee that is entitled to maternity leave to be paid from accrued sick leave, capped at six (6) weeks.

3.3 PERFORMANCE BONUS AND REVIEW

6% of any future payments that are over and above the rates of pay contained within Schedule 1 of this agreement will be linked to performance. Council will apply the principles of natural justice in assessing the performance of an employee who may be subject to receiving rates over and above the rates contained within Schedule 1.

The performance bonus will be set at 6% as outlined in 3.1 above

Performance reviews will take place during the month of October each year.

- 3.3.1 The performance bonus may be withdrawn as a disciplinary measure to act as deterrence for failure to comply with clause 3.2 in the following manner:

- 1 x Unsubstantiated absence = no bonus for 1 month
- 2 x Unsubstantiated absence = no bonus for 3 months
- 3 x Unsubstantiated absence = no bonus for 12 months

3.3.2 The performance bonus may be withdrawn as a disciplinary measure for a breach of the Council's Code of Conduct or unsatisfactory performance review.

3.3.3 Employees employed with Council and who are subject to a probationary period will be ineligible for the performance bonus.

3.4 ALLOWANCES

3.4.1 Camp

Camps that are established for all road work will include single quarter accommodation, kitchen and relevant amenities.

When the Council does not provide food in the camps whilst road work is being undertaken, Council will pay \$40.00 per day, in lieu thereof.

Where Council does provide food the applicable Award rate will apply.

3.4.2 Construction

As per the Local Government Employees (excluding Brisbane City Council) Award – State 2003

3.4.3 Final Trim

Designated Final Trim operators are those grader operators responsible for construction roads to level tolerances of +/- 15mm and shall be entitled to a higher hourly rate of \$3.70 per hour above the standard award rate.

3.4.4 Laser

A grader operator competent in the use of laser assisted final trim devices shall be entitled to a laser allowance of \$35.00 per week.

3.4.5 Safety Boots

Council will reimburse the cost of safety boots up to the amount of \$150.00 per annum inclusive of GST, upon the production of a purchase receipt, showing Name of supplier, ABN, total cost including GST) from the employee.

3.4.6 Reimbursement for use of own vehicle

Where an employee is required to use a private motor vehicle for Council business or on work related travel the employee is entitled to an allowance in accordance with the current State Government Directive issued by the Queensland State Government.

Nothing in this clause prevents the employer and an individual employee/s from agreeing to an average allowance.

3.4.7 Funeral Allowance

An employee designated as the Undertaker shall receive a funeral allowance of \$500 per funeral, in recognition of the additional duties required to arrange a funeral, over and above their normal hourly rate.

3.4.9 Returning from Annual leave on the request of Council

Council may be required to call upon an employee (or employees). If an employee is asked to return to work from Annual leave they will be entitled to casual rates over and above their paid entitlements, in lieu of reversing annual leave entitlements, for up to three consecutive days.

If the employee is asked to return to work over three consecutive days Council will seek to reverse their leave entitlements and pay ordinary rates. The employee has the right to refuse return to work in these circumstances.

3.4.10 Other allowances provided pursuant to parent awards

There shall be no further increases to allowances payable pursuant to the parent awards listed in clause 1.7 beyond what is provided in those awards as at the certification of this agreement, as a component has been factored into the overall over award payment as prescribed in Schedule 1, which takes into account future increases to such allowances during the life of this agreement.

3.5 Salary Sacrificing

Upon written request of the employee, Council will provide salary sacrifice arrangements to employees provided the salary sacrifice instruction is and remains lawful under legislation, is consistent with the Australian Taxation Office and is limited to statutory and voluntary employee contributions into superannuation.

These contributions can be terminated immediately by the written request of the employee.

PART 4 – HOURS OF WORK

4.1 Flexible working hours

The parties agree to investigate further flexible working arrangements and continue existing arrangements, provided the increased flexibility contributes to greater productivity.

Further implementation of such conditions will be subject to operational requirements, employee support and cost to the Council. By agreement between Council and employees in a section or sections of work, or individual employees, and at their request a nominated representative, local flexibility can be reached involving the following provisions:-

- a) Span of hours;
- b) Rostering and Work Cycles;
- c) Roster breaks;
- d) Timing of rest pauses, meal breaks and annual leave;
- e) Contract of Employment and Period of Notice;
- f) Other matters by mutual consent.

Without limiting the options for arrangement of work cycles, examples of the way work cycles may be arranged are as follows:

- Full time employees working 145 hrs (Services Stream) or 152 hrs(Operational Stream) in a 4 week cycle.
- by employees working less than 8 ordinary hours each day; or
- by employees working less than 8 ordinary hours on one or more days each work cycle; or
- by fixing one or more work days on which all employees will be off during a particular work cycle; or
- by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.

The parties are committed to modernising the terms of the agreement so that it provides for more flexible working arrangements, enhancing the productivity of Council, improving the quality of working life, enhancing skills and job satisfaction and assisting positively in the restructuring process.

The parties commit themselves to the following principles:

- i) Acceptance in principle that new structures may be more suitable for the needs of Council, reflecting the different skill levels of the tasks to be performed and which shall incorporate the ability for an employee to perform a wider range of duties where appropriate.
- ii) The parties will create a genuine career path for employees which allows advancement based on skill/qualification acquisition, use of such skills/qualifications and the requirement to perform functions.
- iii) Co-operation in the transition from current structures and definitions to new structure without creating false expectations or disputation.

Council may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this agreement provided that such duties are not designed to promote de-skilling.

Council may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

The parties agree that there is a need to address workplace efficiencies, effectiveness and services so that Council and its employees improve their future efficiency and effectiveness.

The parties agree that adequate consultation and communication provides a major contribution to efficient, flexible and productive employee and management practices. It is agreed that the need for reasonable consultation and communication extends to ensuring reasonable communication between all levels catering for an information flow between management and employees and/or an agent or representative for the employee.

4.2 Rostered days off

4.2.1 All full time indoor staff will be entitled to a monthly rostered day off based on a 72.5 hour fortnight.

4.2.2 The 9 day fortnight upon the certification of this agreement will be implemented for all outdoor staff with the following special conditions:

(a) Melbourne Cup Day must be taken as a Rostered day off (work the Rostered day off prior to the day)

(b) If an employee or employees want to change their designated Rostered day off approval to do so will be subject to the relevant Supervisor authorising such change on the approved form.

(c) Where possible non urgent medical appointments are to be made on Rostered days off.

(d) Refer to clause 3.2 for requirement of a medical certificate for sick leave taken immediately preceding or after a rostered day off.

(e) All outdoor staff will be required to work their first Rostered day off in January to save for use as a wet weather day. If the wet weather day is not taken, then it will be available to be taken during the Christmas period.

4.2.3 Nothing in this clause prevents the employer and an individual employee/s from agreeing to some other working pattern in accordance with clause 4.1.

5 PART 5 – STATUTORY HOLIDAYS, LEAVE

5.1 Annual leave

It will be a requirement of this agreement that all outdoor staff of the Council take annual leave during the designated close down period over Christmas as set by management for relevant employees or gangs.

New employees appointed in the calendar preceding the Christmas close down will be eligible to nominate for work during the close down period with the Council's Gardening Gang if they have insufficient leave to cover the set close down period.

5.2 Payment for Sick leave upon termination

From 21 January 2009, Council will introduce a system whereby Council will pay to any employee upon termination of employment with Council, 25% of their accrued sick leave entitlement as at the termination date, subject to the following conditions:

The calculation of the employee's entitlement will be based on sick leave accrued after the commencement date of this agreement;

There will be no pay out of sick leave if an employee is terminated for reasons that relate to conduct and or performance;

If the employee is to be employed with another Council they may choose to have their accrued sick leave transferred in full to their new employer and relinquish the payment of 25% sick leave; or

If the employee is to be employed with another Council they may choose to receive the payment of 25% of their accrued sick leave and relinquish the balance of their accrued sick leave, so that in effect they will commence at the new Council with a Nil balance.

6 PART 6 – MISCELLANEOUS PROVISIONS

6.1 No extra claims

The parties agree that during the life of this agreement, no extra claims will be made or pursued in relation to any industrial matter.

6.2 Training

6.2.1 If a Supervisor requests (on the approved form) that an employee or employees undertake a form of training and that training is related to the employee's role then Council will pay for the expenses associated with undertaking that training.

6.2.2 If an employee requests (on the approved form) to undertake training that is not related to the employees role then Council will not be subject to pay for the expenses associated with undertaking that training if duly authorised.

6.2.3 If an employee requests (on the approved form) to undertake training that is not related to their specific role, but may upon consideration of Council provide some benefit to Council, the Council may choose to pay the expenses associated with undertaking the training.

6.2.4 However, the Council will be reimbursed, by way of automatic payroll deduction on termination, the associated expenses for undertaking the training if the employee leaves the employment of Council within 12 months of completing the training.

7. Wellness Program

Council agrees to support a wellness program in conjunction with Queensland Health and continue to explore other options in consultation with employees.

8. Internal advertising of vacant position

Council agrees to advertising vacant positions in Council internally for a period of (10) days before advertising externally where practicable.

9. Wet Weather

Meaningful work shall be carried out during wet weather. Supervisors shall maintain a register of suitable works that can be carried out during wet days so that time is not lost in allocating appropriate work.

10. Overtime

Overtime can only be worked with the prior approval of an employee's direct supervisor. Any overtime worked by employees covered by this agreement shall be paid at the appropriate penalty rate.

11. Work in Extreme Heat

For working conditions and arrangements effecting Employees working in extreme heat conditions, greater than 40°C, please refer to Council's Work Place Health and Safety-Heat Policy.

12. Alcohol/Drug Testing

Council may carry out random testing of employees, during their duty hours, for substance-induced impairment. Such testing shall be regulated by Council's Drug and Alcohol Management policy.

Signed for and on behalf of Richmond Shire Council (ABN)

Michelle Clarke Chief Executive Officer

In the presence of – ????

Signed for and on behalf of the employees of Richmond Shire Council

Steven Laidlow Employee Representative

In the presence of – ????

SCHEDULE 1 – Wages

Upon certification Council agrees to pay the relevant employees a 20% premium over the base award rates contained in the awards as listed below, as those award rates stood as at the certification date of this agreement. The 20% premium includes a performance bonus of 6% which is subject to clause 3.3.

The Awards are:

- (a) Local Government Employees (excluding Brisbane City Council) Award – State 2003
- (b) Award for Accommodation and Care Services Employees for Aged Persons – State (excluding South-East Queensland) 2004
- (c) Children Services Award – State 2007
- (d) Engineering Award – State 2002
- (e) Building Trades Public Sector Award – State 2002
- (f) Family Leave Award – State 2003
- (g) Queensland Local Government Officers Award 1998 [Transitional AT794071]

It is the intention of the parties that any changes in rates applicable to these awards post the certification of this agreement shall be fully absorbable against the agreement rates outlined above.