

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Richmond Shire Council - Certified Agreement 2012-2013

Matter No. CA/2012/13

Commissioner Thompson

20 April 2012

AMENDED CERTIFICATE

This matter coming on for hearing before the Commission on 20 April 2012 the Commission certifies the following written agreement:

Richmond Shire Council - Certified Agreement 2012-2013 – CA/2012/13 (as amended)

Made between:

Richmond Shire Council

AND

Employees of Richmond Shire Council

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

The agreement was certified by the Commission on 20 April 2012 and shall operate from 20 April 2012 until its nominal expiry on 20 April 2014.

This agreement replaces Richmond Shire Council - Certified Agreement 2010 (CA/2011/1).

By the Commission.

Commissioner Thompson

**RICHMOND SHIRE COUNCIL
EMPLOYEE COLLECTIVE CERTIFIED AGREEMENT 2012-2013**

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SCHEDULE 1

Wages and Wage increases

PART 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as Richmond Shire Council – Certified Agreement 2012-2013.

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, Director of Works or any other Executive Officers who have 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 does not disadvantage the Officer on an overall basis compared to this Agreement.

1.5 Date of operation

This Agreement shall have a nominal expiry date two years 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. Provided that where there is any inconsistency between the express terms of this Agreement and the terms of the parent Awards listed below, the express terms of this Agreement shall take precedence to the extent of the inconsistency.

The parent awards are:

Local Government Employees (excluding Brisbane City Council) Award – State 2003
 Children Services Award – State 2007
 Engineering Award – State 2002
 Building Trades Public Sector Award – State 2002
 Family Leave Award – State 2003
 Queensland Local Government Officers Award 1998 [Transitional AT794071] as replicated as a ‘Substitute State Award’ under the Industrial Relations Act 1999.

DEFINITIONS

Employee An employee of the Richmond Shire Council including full time, part time, and casual

Indoor Employees	Persons employed to undertake managerial, and predominantly technical, community/environmental and administrative duties as their primary function of employment and generally based inside Council’s main office or other locations as determined by Council (otherwise referred to as Corporate Stream).
Outdoor Employees	Persons employed to undertake predominantly non-administrative duties as their primary function of employment and based outside within Council’s depots, water treatment plants and generally work a 38 hour week and include construction, maintenance, and operations activities. (otherwise referred to as Operational Stream)
Supervisors	Persons employed to work a 38 hour week who supervise outdoor employees
Unsubstantiated absence	For the purpose of this Certified Agreement, an “unsubstantiated absence” is defined as a day (or part-day) absence from work where the employee did not have an adequate reason for being absent from work and/or did not notify their supervisor of their absence from work in an acceptable manner or in a reasonable timeframe (refer to Clause 5.4.1 – 5.4.2), and/or if required by this Agreement or a relevant Award, did not provide adequate evidence of the reason for the absence upon request by Council.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

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.

- 2.1.1 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.
- 2.1.2 If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s nominated representative.
- 2.1.3 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.
- 2.1.4 If after the above steps the matter remains unresolved, the dispute shall be referred to the Industrial Relations Commission for conciliation, and if consented to by the parties, arbitration.
- 2.1.5 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, notwithstanding that this clause shall not in any way

inhibit Council from continuing to undertaking any form of investigation in relation to an employee's alleged conduct, capacity or performance or in carrying out a process of disciplinary action against an employee in accordance with the Local Government Act 2009..

- 2.1.6 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.
- 2.1.7 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 Salary Sacrificing - Superannuation

Upon written request by an employee, Council will provide salary sacrifice arrangements provided it is limited to statutory and voluntary employee contributions into superannuation and remains lawful under legislation, including Australian Taxation laws. These contributions can be terminated immediately by the written request of the employee.

PART 3 – WAGES AND ALLOWANCES

3.1 WAGES

The wages contained in Schedules 1 and 2 will apply.

3.2 PERFORMANCE BONUS

- 3.2.1 The 6% bonus component of total salary/wages as specified within Schedule 1 of this Agreement will be linked to performance. Council will establish a performance agreement with employees and will apply the principles of natural justice in assessing the performance of an employee.
- 3.2.2 Employees who are subject to a probationary period will be ineligible for the performance bonus until they have satisfactorily completed their probationary period.

3.3 PERFORMANCE MANAGEMENT

- 3.3.1 Performance appraisals of all employees will take place annually with their direct Supervisor.
- 3.3.2 The performance bonus may not be paid in cases where an employee has a proven breach of Council's Code of Conduct and/or has displayed unsatisfactory performance.
- 3.3.3 An "unsubstantiated absence" is a form of unsatisfactory performance. Unsubstantiated absences may reduce an employee's performance bonus in the following manner:
 - 1 x Unsubstantiated absence = no performance bonus for 1 month
 - 2 x Unsubstantiated absence = no performance bonus for 3 months
 - 3 x Unsubstantiated absence = no performance bonus for 12 months.
- 3.3.4 Each hour that is an unsubstantiated absence will be recorded in Council's time and wages records as 'Non-approved absence without pay'.
- 3.3.5 An employee will generally progress through the bonus reduction schedule under clause 3.3.3 for each unsubstantiated absence, however, if the employee has other performance issues then Council at its discretion may apply additional performance bonus reductions for any other performance issues in addition to any unsubstantiated absences:

Example of clause 3.3.5

A first unsubstantiated absence = removal of performance bonus for 1 month; second unsubstantiated absence and other unrelated performance issues = removal of performance bonus for 6 months).

In considering the extent of any performance bonus reduction Council may take the employee's particular circumstances into account. However, if there are no other performance issues, other than that relating to unsubstantiated absences, the bonus removal schedule outlined in Clause 3.3.3 will followed.

3.3.6 Where the employee has had their performance bonus withdrawn for twelve (12) months, due in part or wholly to unsubstantiated absences, but the employee has had an exemplary attendance record for a subsequent consecutive nine (9) month period from the last unsubstantiated absence, the employee may apply through their supervisor and Manager/Director to the Chief Executive Officer to have their performance bonus reinstated, in whole or in part, at an earlier date. Early reinstatement of a performance bonus is at the complete discretion of the Chief Executive Officer and may take into consideration any other performance issues associated with the employees employment.

3.3.7 Nothing in clause 3.3 prevents Council from commencing disciplinary action against an employee in accordance with the Local Government Act 2009 concurrently with the bonus reduction performance management process outlined.

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 for camp allowance will only apply.

3.4.2 Construction workers

For employees subject to the Local Government Employees (excluding Brisbane City Council) Award – State 2003 Construction work allowance shall be as per clause 5.8.1 of that Award, but which for the purpose of this Agreement, is a divisible rate (to be divided by the number of ordinary hours worked by the employees concerned) and which is only payable as part of the employees ordinary rate for each hour whilst actually undertaking construction work as defined by the Award.

3.4.3 Final Trim

Designated Final Trim operators are those grader operators responsible for construction roads to level tolerances of + or - 15mm and shall be entitled to a higher ordinary hourly rate of and additional \$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 \$200.00 per annum inclusive of GST, upon the production of a purchase receipt, showing the name of the supplier, ABN, and total cost (including GST) to 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 a different averaged allowance, and where such allowance is agreed in writing shall displace any right to an allowance pursuant to abovementioned State Government Directive.

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. This allowance shall be over and above their normal hourly rate of pay.

3.4.8 Traffic control

Employees engaged to undertake traffic control will be classified at Level 5 of the Local Government Employees (excluding Brisbane City Council) Award - State 2003 and paid at the equivalent Agreement rate..

3.4.9 Apprentices

An Apprentice with the Richmond Shire Council shall be paid in addition to any eligible allowances as follows:

- (a) Upon successful completion of their probation period at a rate equivalent to 90% of the relevant qualified adult rate as provided under this Agreement, regardless of age;
- (b) Upon successful completion of three (3) years service, or upon the attainment of 75% of the competencies required for the completion of such apprenticeship, which ever occurs earlier, at the equivalent Agreement rate which corresponds to Level 1 (after 6mths) of the Local Government Employees (excluding Brisbane City Council) Award - State 2003,
- (c) Clause 3.4.9 (a) and (b) shall not apply to Apprentices who, immediately prior to commencing an Apprenticeship with Council, were already employed by Council, if their pre Apprenticeship rate would have been higher than the rates stated in 3.4.9 (a) and (b).
- (d) Notwithstanding anything contained in clause 3.4.9, an Apprentice may be returned to the relevant minimum Agreement rates of pay stipulated by the Order – Apprentices’ and Trainees’ Wages and Conditions (Excluding Certain Queensland Government Entities) 2003, should the Apprentice fail to attain all required competencies in the allocated time and/or for a proven breach of Council’s Code of Conduct.

PART 4 – HOURS OF WORK

4.1 Flexible working hours

The parties agree to investigate further flexible working arrangements and continue existing arrangements, provided that any such increased flexibility contributes to greater productivity and or efficiency.

Eligible employees may apply for flexible working arrangements under the Flexible Arrangement and Quality Part Time Work Policy, as amended.

Employee requests for flexible working arrangements will be subject to the employee demonstrating that such arrangements do not negatively impact on Councils service deliver capacity or capability or result in additional cost to the Council.

By mutual agreement Council, an individual employee, or a group of employees, can reach alternative arrangements involving the following provisions as they relate to Awards listed at clause 1.7:-

- Span of ordinary hours;
- Rostering and Work Cycles;
- The number of hours worked
- Roster breaks;
- Timing of rest pauses, meal breaks and annual leave;
- Contract of Employment and Period of Notice;

Such arrangements, and any subsequent changes to those arrangements, must be recorded in writing.

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

- Full time employees working 145 hrs (Corporate Stream) in a 4 week cycle or 152 hrs (Operational Stream) in a 4 week cycle
- by employees working less than 8 ordinary hours each day (Operational Stream); or•
- by employees working 8 hours or less than 8 ordinary hours on one or more days each work cycle (Corporate Stream); 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 this Agreement so that it provides for more flexible working arrangements that suit both individuals, groups of employees and Council, whilst helping to enhance the productivity capacity of Council, improving the quality of work life and improved work/life balance of employees, enhancing job satisfaction and assisting positively with the retention of staff where Council has a requirement to undertake a restructuring process.

The parties commit themselves to the following principles:

- 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.
- 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.
- 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, both individually and collectively, to continually address workplace efficiencies and effectiveness at all levels so that Council can improve its future capacity for improved service delivery.

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 Rosters and Rostered Days Off

Notwithstanding the ability for Council and employee/s to enter alternative arrangements pursuant to clause 4.1, the default position under this Agreement shall be as follows:

- 4.2.1 The work cycle for all full time indoor employees will be a nineteen day month based on a 72.5 hour fortnight. The rostered day off will be determined by the indoor staff roster. An indoor employee's rostered day off may be on any ordinary working day (i.e. not necessarily a Monday or Friday).
- 4.2.2 The work cycle for all full time outdoor employees will be a nine (9) day fortnight based on a 76 hour fortnight. The rostered day off will be taken at the end of every pay period on a Friday or as determined by the outdoor employee's roster.
- 4.2.3 Council maintains the right to set rosters according to operational needs and, subject to clause 4.3, once set may only be altered by Council by mutual agreement or by the provision of 1 months notice.

4.3 Rostered Days Off – special conditions

The following special conditions apply to rostered days off:

- 4.3.1 Where an unforeseen or emergency situation arises that requires Council to respond to a pressing community need, a supervisor of a section of Council may direct an employee with one day's notice to change their rostered day off, to be taken on another substitute day. Subject to 4.3.5, any substitute day off may be arranged by mutual agreement.
- 4.3.2 An employee may request to change or bank their designated rostered day off and will complete the approved form for authorisation by their Supervisor for payroll. Council will grant such change or banking of an rostered day off at

their discretion. Banked rostered days off will automatically be cleared before debiting the employee accrued annual leave balance when an employee applies for and is approved annual leave.

- 4.3.3 Where possible non urgent medical appointments are to be made on Rostered days off.
- 4.3.4 Refer to clause 5 for requirement of a medical certificate for sick leave taken immediately preceding or after a rostered day off.
- 4.3.5 All outdoor employees 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. .

PART 5 – LEAVE

5.1 Annual leave

- 5.1.1 Employees will give 72 hours notice of impending annual leave by completing an Annual Leave Form, having their supervisor approve and submitting to payroll.
- 5.1.2 It is a requirement of this Agreement that all outdoor employees of Council take annual leave (or otherwise Long Service Leave, or Leave Without Pay) during the designated close down period over Christmas as set by management for relevant employees or gangs.
- 5.1.3 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. Where possible, Council will endeavour to provide equitable opportunity for Employees to work, however work will only be assigned on an as-needs basis (i.e. not all nominees may be assigned work).

5.2 Sick leave

- 5.2.1 Sick leave will accrue in accordance with the relevant awards listed at clause 1.7.
- 5.2.2 Subject to clause 5.4.1 and 5.4.2, employees will be entitled to four (4) single days per financial year of absence from work on Sick Leave without having to provide a medical certificate. Each and every day thereafter will require the employee to promptly produce a medical certificate from a duly qualified medical practitioner. Clause 5.2.2 also applies where the employee is utilising Leave Without Pay for their absence from work.
- 5.2.3 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 may result in the day's absence being recorded as an unsubstantiated absence.
- 5.2.4 Use of sick leave to attend specialist appointments outside of Richmond

An employee who needs to attend a specialist appointment for a medical condition or 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, in accordance with Council's Use of Sick Leave for Specialist Appointments Policy, as may be amended at Councils initiative from time to time. The entitlement to use sick leave for this purpose applies where the provisions of the Industrial Relations Act 1999 or relevant Award would otherwise not permit access to sick leave, personal leave or carer's leave on full pay.

5.3 Maternity leave

- 5.3.1 Council agrees to allow an employee that is entitled to maternity leave pursuant to the Family Leave Award and/or the Industrial Relations Act 1999, to be paid from accrued sick leave, capped at six (6) weeks. This entitlement will be in addition to any entitlement that the employee is entitled to under the Paid Parental Leave Act 2010.
- 5.3.2 The Employee must produce a certificate from a Qualified Medical Practitioner stating the presumed date of confinement and confirming the pregnancy, in accordance with the Family Leave Award 2003.
- 5.3.3 The Employee is entitled to an unbroken period of Leave up to Fifty-Two (52) weeks.

5.3.4 Where an Employee continues to work within the Six (6) Weeks period immediately prior to the expected date of birth, or where the Employee elects to return to work within Six (6) Weeks after the birth of the Child, an Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.

5.3.5 The amount of any paid Maternity Leave or combination of annual or sick leave available to the Employee can also be payable at half pay over the entitled period.

Provided however, Part-Time Employees shall be entitled to payment on a pro-rata basis commensurate with their normal hours worked.

5.4 Notifying of absences from work

5.4.1 Employees must notify their direct Supervisor of their absence from work, and the expected duration of their absence, as close as possible to the start of the working day. Employees must promptly notify their direct Supervisor of any change to their expected absence. To report an absence, the employee must notify their direct Supervisor or if incapable have their family/friend notify the employee's direct Supervisor to report an unexpected absence. If the employee fails to notify their direct Supervisor of their absence by a reasonable time, the employee's absence may be recorded as an "unsubstantiated absence". (Refer to Clause 3.3.3)

5.4.2 For the purpose of Clause 5.4.1, the "reasonable time" will depend on the particular circumstances but should be no later than two (2) hours from the time of commencement of work for the day.

5.5 Returning to work during annual leave on the request of Council

5.5.1 Council may direct an employee (or employees) to return to work from Annual Leave in emergency situations. If an employee is directed to return to work from Annual leave for a period of up to three consecutive days they will be compensated for such inconvenience by way of the payment of an allowance equal to the relevant casual loading for each hour worked, and which shall be paid separate to the employees ordinary rate and all other normal permanent entitlements. In lieu of this Council will re-credit the employees annual leave entitlements for the equivalent number of days worked. In such circumstances Council will also seek to mitigate or compensate the employee for any other reasonable adverse costs incurred which directly arise out of the requirement for the employee to return to work..

5.5.2 Where a request to return to work from a period of annual leave will likely be for a period greater than three consecutive days, and/or where it does not relate to an emergency situation, Council may request, but not require, the employee to return to work. In such cases where the employee returns to work, Council will re-credit the employee's leave entitlements and pay the employee for such time worked based on their ordinary arrangements. To be clear, the employee has the right to refuse to return to work in these circumstances.

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 relating to wages and/or other conditions of employment.

6.2 Payment for sick leave upon termination

6.2.1 Where an employee's employment is terminated at the initiative of Council, Council will pay the employee 25% of an employee's accrued sick leave entitlement, accrued after 21 January 2009 subject to the following conditions:

- The calculation of the employee's entitlement will be based on sick leave accrued after the commencement date of the first Richmond Shire Council Certified Agreement dated 29 January 2009;
- If the employee is to be employed with another Council they may seek to have their accrued sick leave transferred in full to their new employer and relinquish the payment of 25% sick leave. Employees should note that this is not automatic and is up to the new Council to agree;
- 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;

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

6.3 Uniforms, water bottles and other equipment

6.3.1 Council's Uniform Policy, as amended from time to time, describes the entitlements for employees in their respective work areas for provision of uniforms.

6.3.2 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.

6.3.3 Provision of uniforms and boot allowance will only be supplied after 3 months satisfactory service with Council and in accordance with the Council's Uniform Policy, as amended from time to time.

6.3.4 All items provided during the course of employment may be replaced/renewed in accordance with Council's Uniform Policy, as amended. The provision of items may be withdrawn if subject to misuse by employees.

6.4 Training

This section shall be read in conjunction with Council's Travel Policy.

6.4.1 If a Supervisor requests (on the approved form) that an employee or employees undertake a form of training and that training is essential to the employee's performance of their duties with Council, and the employee's participation in the training is approved by management, Council will pay for the expenses associated with undertaking that training, including wages for attendance for ordinary hours each day. Where entitled all, travel and accommodation costs shall be paid in accordance with Council's Training and Travel Policy, as amended from time to time.

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

6.4.3 If an employee requests (on the approved form) to undertake training that is related but not essential to the employee's role; or is not related to their specific role, but may upon consideration of Council provide some benefit to Council, Council may choose to pay some or all of the expenses associated with undertaking the training at Council's discretion.

6.4.4 For Clause 6.4.3, the Council may deduct from any final termination payment, any associated expenses paid by Council to the employee which relate to undertaking training where the employee leaves the employment of Council within 12 months of completing that training.

6.5 Wellness program

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

6.6 Internal advertising of vacant position

Council agrees to advertising vacant positions in Council internally for a period of (5) five working days before advertising externally, where practicable, and where management considers there to be a suitable internal recruitment pool.

6.7 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.

6.8 Overtime

Overtime can only be worked with the prior approval of an employee's direct supervisor. Any approved overtime worked by employees covered by this Agreement shall be paid at the appropriate overtime rates as stated in the relevant Awards, or

otherwise by mutual agreement between an employees and their supervisor, may be taken as Time Off In Lieu (TOIL) at ordinary time at a later date.

6.9 Work in extreme heat

Working conditions and arrangements for Employees working in extreme heat conditions, greater than 40°C, shall be in accordance with Council’s Work Place Health and Safety-Heat Policy, as amended from time to time.

6.10 Alcohol/Drug testing

Council may carry out random testing of employees for substance-induced impairment whilst on duty. Such testing shall be in accordance with Council’s Drug and Alcohol Management Policy, as amended by Council from time to time..

PART 7 RE-NEGOTIATION

The Workplace Agreement Committee will undertake to commence discussions for renegotiation of this Agreement six (6) months prior to the expiry date of this Agreement.

It is agreed that a review of the Committee will be called for six (6) months prior to expiry date.

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

Clint Noel Weber.....
Chief Executive Officer

In the presence of –

F. Russell.....

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

?????????.....
Employee Representative

In the presence of –

F. Russell.....

SCHEDULE 1 – Wages and Wage increases

Qld Local Government Officers' Award 1998

date

Upon certification

12 months after certification

Band	Award Base	Incl. 20%	Bonus 6%	TOTAL 2012		Award Base	Incl. 26%	Bonus 6%	TOTAL 2013
Level 1	33042	39650.4	1982.52	41632.92		33042	41632.92	1982.52	43615.44
	33555	40266	2013.3	42279.3		33555	42279.3	2013.3	44292.6
	34376	41251.2	2062.56	43313.76		34376	43313.76	2062.56	45376.32
	35158	42189.6	2109.48	44299.08		35158	44299.08	2109.48	46408.56
	35953	43143.6	2157.18	45300.78		35953	45300.78	2157.18	47457.96
	36639	43966.8	2198.34	46165.14		36639	46165.14	2198.34	48363.48
Level 2	37445	44934	2246.7	47180.7		37445	47180.7	2246.7	49427.4
	38240	45888	2294.4	48182.4		38240	48182.4	2294.4	50476.8
	39035	46842	2342.1	49184.1		39035	49184.1	2342.1	51526.2
	39561	47473.2	2373.66	49846.86		39561	49846.86	2373.66	52220.52
Level 3	40355	48426	2421.3	50847.3		40355	50847.3	2421.3	53268.6
	40860	49032	2451.6	51483.6		40860	51483.6	2451.6	53935.2
	41655	49986	2499.3	52485.3		41655	52485.3	2499.3	54984.6
	42450	50940	2547	53487		42450	53487	2547	56034
Level 4	43244	51892.8	2594.64	54487.44		43244	54487.44	2594.64	57082.08
	44040	52848	2642.4	55490.4		44040	55490.4	2642.4	58132.8
	44727	53672.4	2683.62	56356.02		44727	56356.02	2683.62	59039.64
	45522	54626.4	2731.32	57357.72		45522	57357.72	2731.32	60089.04
Level 5	46316	55579.2	2778.96	58358.16		46316	58358.16	2778.96	61137.12
	47004	56404.8	2820.24	59225.04		47004	59225.04	2820.24	62045.28
	47799	57358.8	2867.94	60226.74		47799	60226.74	2867.94	63094.68
Level 6	49124	58948.8	2947.44	61896.24		49124	61896.24	2947.44	64843.68
	50448	60537.6	3026.88	63564.48		50448	63564.48	3026.88	66591.36
	51774	62128.8	3106.44	65235.24		51774	65235.24	3106.44	68341.68
Level 7	53098	63717.6	3185.88	66903.48		53098	66903.48	3185.88	70089.36
	54423	65307.6	3265.38	68572.98		54423	68572.98	3265.38	71838.36
	55748	66897.6	3344.88	70242.48		55748	70242.48	3344.88	73587.36
Level 8	57338	68805.6	3440.28	72245.88		57338	72245.88	3440.28	75686.16
	58927	70712.4	3535.62	74248.02		58927	74248.02	3535.62	77783.64
	60517	72620.4	3631.02	76251.42		60517	76251.42	3631.02	79882.44
	62009	74410.8	3720.54	78131.34		62009	78131.34	3720.54	81851.88
	63502	76202.4	3810.12	80012.52		63502	80012.52	3810.12	83822.64

Qld Local Government Officers' Award 1998

Deputy Chief Executive Officer/Deputy Director of Engineering Services/Qualified Accountant

Upon certification

12 months after certification date

	Band	Award Base	Incl. 20%	Bonus 6%	TOTAL 2012		Award Base	Incl. 26%	Bonus 6%	TOTAL 2013
	Council									
	Cat. 8	92741	111289.2	5564.46	116853.7		92741	116853.7	5564.46	122418.1
		91099	109318.8	5465.94	114784.7		91099	114784.7	5465.94	120250.7
		89458	107349.6	5367.48	112717.1		89458	112717.1	5367.48	118084.6
	Cat. 7	87816	105379.2	5268.96	110648.2		87816	110648.2	5268.96	115917.1
		86174	103408.8	5170.44	108579.2		86174	108579.2	5170.44	113749.7
		84532	101438.4	5071.92	106510.3		84532	106510.3	5071.92	111582.2
	Cat. 6	82891	99469.2	4973.46	104442.7		82891	104442.7	4973.46	109416.1
		81249	97498.8	4874.94	102373.7		81249	102373.7	4874.94	107248.7
		79607	95528.4	4776.42	100304.8		79607	100304.8	4776.42	105081.2
	Cat. 5	77965	93558	4677.9	98235.9		77965	98235.9	4677.9	102913.8
		76324	91588.8	4579.44	96168.24		76324	96168.24	4579.44	100747.7
		74682	89618.4	4480.92	94099.32		74682	94099.32	4480.92	98580.24
	Cat. 4	73040	87648	4382.4	92030.4		73040	92030.4	4382.4	96412.8
		71398	85677.6	4283.88	89961.48		71398	89961.48	4283.88	94245.36
		69757	83708.4	4185.42	87893.82		69757	87893.82	4185.42	92079.24
	Cat. 3	68115	81738	4086.9	85824.9		68115	85824.9	4086.9	89911.8
		66473	79767.6	3988.38	83755.98		66473	83755.98	3988.38	87744.36
		64831	77797.2	3889.86	81687.06		64831	81687.06	3889.86	85576.92
	Cat. 2	63190	75828	3791.4	79619.4		63190	79619.4	3791.4	83410.8
		61548	73857.6	3692.88	77550.48		61548	77550.48	3692.88	81243.36
		59725	71670	3583.5	75253.5		59725	75253.5	3583.5	78837
	Cat. 1	58264	69916.8	3495.84	73412.64		58264	73412.64	3495.84	76908.48
		56623	67947.6	3397.38	71344.98		56623	71344.98	3397.38	74742.36
		54981	65977.2	3298.86	69276.06		54981	69276.06	3298.86	72574.92

Local Government Employees Award - State
Upon certification
12 months after certification date

Classification	Award Base	Incl. 20%	Bonus 6%	TOTAL 2012		Award Base	Incl. 26%	Bonus 6%	TOTAL 2013
Level 1									
- First 6 months	649.9	779.88	38.994	818.874		649.9	818.874	38.994	857.868
- Thereafter	660.3	792.36	39.618	831.978		660.3	831.978	39.618	871.596
Level 2	670.8	804.96	40.248	845.208		670.8	845.208	40.248	885.456
Level 3	681.5	817.8	40.89	858.69		681.5	858.69	40.89	899.58
Level 4	692.4	830.88	41.544	872.424		692.4	872.424	41.544	913.968
Level 5	705.2	846.24	42.312	888.552		705.2	888.552	42.312	930.864
Level 6	726.8	872.16	43.608	915.768		726.8	915.768	43.608	959.376
Level 7	748.3	897.96	44.898	942.858		748.3	942.858	44.898	987.756
Level 8	767.8	921.36	46.068	967.428		767.8	967.428	46.068	1013.496
Level 9	789.4	947.28	47.364	994.644		789.4	994.644	47.364	1042.008

Engineering Award – State

Upon certification

12 months after certification date

Classification	Upon certification			TOTAL 2012	12 months after certification date			TOTAL 2013
	Award Base	Incl. 20%	Bonus 6%		Award Base	Incl. 26%	Bonus 6%	
C14	610.2	732.24	36.612	768.852	610.2	768.852	36.612	805.464
C13	626.9	752.28	37.614	789.894	626.9	789.894	37.614	827.508
C12	649.4	779.28	38.964	818.244	649.4	818.244	38.964	857.208
C11	670.3	804.36	40.218	844.578	670.3	844.578	40.218	884.796
C10	705.2	846.24	42.312	888.552	705.2	888.552	42.312	930.864
C9	726.8	872.16	43.608	915.768	726.8	915.768	43.608	959.376
C8	748.3	897.96	44.898	942.858	748.3	942.858	44.898	987.756
C7	767.8	921.36	46.068	967.428	767.8	967.428	46.068	1013.496
C6	811	973.2	48.66	1021.86	811	1021.86	48.66	1070.52
C5	832	998.4	49.92	1048.32	832	1048.32	49.92	1098.24
C4	854.1	1024.92	51.246	1076.166	854.1	1076.166	51.246	1127.412
C3	897.2	1076.64	53.832	1130.472	897.2	1130.472	53.832	1184.304
C2(a)	918.8	1102.56	55.128	1157.688	918.8	1157.688	55.128	1212.816
C2(b)	957.8	1149.36	57.468	1206.828	957.8	1206.828	57.468	1264.296

Building Trades Public Sector Award - State 2002

date	Upon certification					12 months after certification			
	NBCIA equiv.	Award Base	Incl. 20%	Bonus 6%	TOTAL 2012	Award Base	Incl. 26%	Bonus 6%	TOTAL 2013
BW 1 (a) New Entrant (Upon commencement in the industry)	CW1 (a)	639.4	767.28	38.364	805.644	639.4	805.644	38.364	844.008
BW 1 (b) (After 3 months in the industry)	CW1 (b)	651.9	782.28	39.114	821.394	651.9	821.394	39.114	860.508
BW 1 (c) (After 12 months in the industry)	CW1 (c)	660.3	792.36	39.618	831.978	660.3	831.978	39.618	871.596
BW 1 (d)	CW1 (d)	670.3	804.36	40.218	844.578	670.3	844.578	40.218	884.796
BW 2	CW2	685.9	823.08	41.154	864.234	685.9	864.234	41.154	905.388
TRADE									
BT 1		705.2	846.24	42.312	888.552	705.2	888.552	42.312	930.864
BT 2 (Trade + 12 points)	CW4	726.8	872.16	43.608	915.768	726.8	915.768	43.608	959.376
BT 3 (Trade + 24 points)	CW5	748.3	897.96	44.898	942.858	748.3	942.858	44.898	987.756

Children's Services Award - State 2006

date	Upon certification				12 months after certification				
	Classification	Award Base	Incl. 20%	Bonus 6%	TOTAL 2012	Award Base	Incl. 26%	Bonus 6%	TOTAL 2013
	Assistant CSW - Unqual - Yr 1	650.8	780.96	39.048	820.008	650.8	820.008	39.048	859.056
	Assistant CSW - Unqual - Yr 2	673.4	808.08	40.404	848.484	673.4	848.484	40.404	888.888
	Assistant CSW - Unqual - Yr 3	696.7	836.04	41.802	877.842	696.7	877.842	41.802	919.644
	Children's Services Worker - 1 Yr Qualified - Yr 1	738.1	885.72	44.286	930.006	738.1	930.006	44.286	974.292
	Children's Services Worker - 1 Yr Qualified - Yr 2	753.6	904.32	45.216	949.536	753.6	949.536	45.216	994.752
	Children's Services Worker - 1 Yr Qualified - Yr 3	769.1	922.92	46.146	969.066	769.1	969.066	46.146	1015.212
	Asst Coordinator+ Qualified-Lge Serv - Yr 1	908.7	1090.44	54.522	1144.962	908.7	1144.962	54.522	1199.484
	Asst Coordinator+ Qualified-Lge Serv - Yr 2	919	1102.8	55.14	1157.94	919	1157.94	55.14	1213.08
	Coordinator - Unqualified - Yr 1	908.7	1090.44	54.522	1144.962	908.7	1144.962	54.522	1199.484
	Coordinator - Unqualified - Yr 2	919	1102.8	55.14	1157.94	919	1157.94	55.14	1213.08
	Coordinator - Unqualified - Yr 3	934.5	1121.4	56.07	1177.47	934.5	1177.47	56.07	1233.54
	Coordinator - Qualified-Sml Serv - Yr 1	950	1140	57	1197	950	1197	57	1254
	Coordinator - Qualified-Sml Serv - Yr 2	970.7	1164.84	58.242	1223.082	970.7	1223.082	58.242	1281.324
	Coordinator - Qualified-Lge Serv - Yr 1	991.4	1189.68	59.484	1249.164	991.4	1249.164	59.484	1308.648
	Coordinator - Qualified-Lge Serv - Yr 2	1004.3	1205.16	60.258	1265.418	1004.3	1265.418	60.258	1325.676
	Coordinator - Qualified-Lge Serv - Yr 3	1022.4	1226.88	61.344	1288.224	1022.4	1288.224	61.344	1349.568
	Coordinator - Qualified-Lge Serv - Yr 4	1037.9	1245.48	62.274	1307.754	1037.9	1307.754	62.274	1370.028

SCHEDULE 2 – Wages for Richmond Aged Care Workers

All Richmond Aged Care workers will be paid in accordance with the Community Services Stream of the Queensland Local Government Officers Award 1998 [Transitional AT794071] as replicated as a 'Substitute State Award' under the Industrial Relations Act 1999.