

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**Redland City Council Officers' Certified Agreement 1 (2009)
(CA/2009/107)**

DEPUTY PRESIDENT SWAN

15 October 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 15 October 2009 the Commission certifies the following written agreement:

Redland City Council Officers' Certified Agreement 1 (2009) (CA/2009/107) [as amended]

made between:

- Redland City Council (ABN 86 058 929 428)
- Queensland Services, Industrial Union of Employees
- The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees

The agreement was certified by the Commission on 15 October 2009 and shall operate from the date of certification by the Queensland Industrial Relations Commission (i.e. 15 October 2009) until its nominal expiry on 30 June 2012.

This agreement replaces Redland Shire Council Certified Agreement 6 (2005) (AG2005/5690).

By the Commission.

D.A. SWAN
Deputy President

Redland City Council Officers' Certified Agreement No. 1 2009

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PART 1 : APPLICATION AND OPERATION

1. Title

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

2. Parties Bound

- 2.1. The parties to this agreement are the Redland City Council and the following unions on behalf of the employees;
 - a. QSU – Queensland Services, Industrial Union of Employees;
 - b. APESMA – The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees.

3. Application

- 3.1. This agreement shall apply to the unions detailed in clause 2 above, the Council and it's employees' under the *Local Government Officers' Award 1998*, except for the Chief Executive Officer, General Managers and Group Managers (excepting those who are not currently on Common Law Contracts). Under terms of this agreement, employees may be engaged as defined under the relevant award.

4. Enterprise Bargaining Team (EBT)

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

5. Implementation of the Agreement

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

6. Length of the Agreement

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

7. Renegotiation

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

8. Relationship to Parent Awards and Instruments

- 8.1. This agreement shall be read and applied wholly in conjunction with the:
 - 8.1.1. *Queensland Local Government Officers' Award 1998*.
- 8.2. Where there is any inconsistency between this agreement and the abovementioned award, this agreement shall take precedence to the extent of the inconsistency.
- 8.3. From the date of operation of this agreement, all other workplace agreements will cease to exist. The exception to this will be LAWA's attached or developed throughout the life of the agreement, as schedules to this agreement.

9. Objectives of the Agreement

- 9.1. This agreement has been negotiated in accordance with Council's continued commitment to collective bargaining for the life of this agreement.
- 9.2. This agreement reflects acknowledgment by the parties of their mutual obligation to actively support the objectives of Council's Corporate Plan and embrace the Vision, Mission and principles of the plan. Achieving this mutual obligation directly benefits, the community, the Council and employees.
- 9.3. This agreement is to provide a framework for Council to achieve ongoing productivity and efficiency, and deliver quality services to the community through:
 - 9.3.1. Facilitating the achievement of Council's strategic priorities as identified in Redland City Council's Corporate Plan;
 - 9.3.2. Developing flexibility in the work environment to ensure that customer needs are promptly and efficiently met;
 - 9.3.3. Striving for continuous improvement in quality, effectiveness, efficiency and productivity while operating in a safe, equitable and environmentally responsible manner;
 - 9.3.4. Enhancing the contribution and satisfaction of employees by facilitating the acquisition and application of skills relevant to the organisation's needs;
 - 9.3.5. Developing and implementing conditions of employment that apply fairly and equitably; and
 - 9.3.6. Providing mechanisms for participation and consultation.

10. Posting Of the Agreement

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

11. No Disadvantage

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

12. No Extra Claims

- 12.1. The parties agree that during the life of this agreement, no extra claims will be made for further wages and salary increases, except where consistent with a Wage Case Decision or any other decision of the Queensland Industrial Relations Commission, (except as per clause 19 (LAWA)).

13. Working Together

- 13.1. Employees, Unions and Council will work together to identify, develop, monitor and implement improvements in the effectiveness, productivity and efficiency of the delivery of services.
- 13.2. Improvement initiatives will be identified and achieved through planning, dialogue and the active sourcing of innovative solutions by employees and Council. Consistent with the Council's strategic vision and Corporate Plan, such initiatives will aim to deliver the highest quality services.
- 13.3. Goals and performance criteria will be established collaboratively by employees and Council.
- 13.4. Without limiting the issues that may be addressed, the following are indicative of the issues that may be addressed. Any other issue may be raised for consideration through the consultative process:
 - 13.4.1. Business needs flexibility;
 - 13.4.2. Reduction in overall lost time, waste;
 - 13.4.3. Clear channels of information flow and communication throughout the organisation;
 - 13.4.4. Increased or improved services; and
 - 13.4.5. Increasing customer satisfaction.

14. Communication and Consultation Processes

- 14.1. Council is committed to the implementation of effective communications to promote:
 - 14.1.1. Information exchange throughout all levels of the organisation; and
 - 14.1.2. Accountability for effective communication.
- 14.2. Employees will be supported with appropriate training and development programs aimed at collaboration, communication and cooperation.
- 14.3. Council is committed to developing and strengthening consultative processes within the organisation at all levels and across all areas.

- 14.4. The parties, wherever possible, will collaboratively develop and implement consultative strategies appropriate to the organisation.
- 14.5. Parties to this agreement acknowledge that effective consultative practices are a shared responsibility.

15. Union Encouragement

- 15.1. Council acknowledges that a person:
 - 15.1.1. Eligible to become a member of an industrial association, may become or remain a member of the association without fear of discrimination; or
 - 15.1.2. Who does not wish to become or remain a member of an industrial association may refrain from doing so without fear of discrimination.

16. Union Delegates

- 16.1. Council acknowledges that union delegates have a continuing role to play in the workplace. The existence of accredited union delegates is encouraged. Council will not hinder accredited delegates in the reasonable and responsible performance of their duties, provided that prior permission from the delegate's Group Manager has been first obtained. The Group Manager shall not unreasonably withhold such permission.
- 16.2. Union delegates will have access to the Council email system, telephones (excluding mobile telephones), printers and photocopiers in accordance with the Council's code of conduct, policies and guidelines, which can be considered to be reasonable and cost effective to the Council. Global emails must have prior approval of the Human Resources Manager.
- 16.3. The EBT will constantly review access to the email system, telephones (excluding mobile telephones), printers and photocopiers to ensure that they are being used reasonably. All parties recognise the right of the Chief Executive Officer to manage the effective and appropriate use of all Council resources.
- 16.4. Council will allow union delegates to participate in the employee induction program under mutually agreed conditions.
- 16.5. Union delegates will have access to meeting rooms in Council buildings, where prior approval has been sought, to undertake meetings, investigate concerns or interview members. The use of meeting rooms and these activities will be undertaken with minimal disruption to normal operations.

17. Union Training Leave

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

18. Grievance/Dispute Resolution Procedure

- 18.1. In the event of any workplace grievance arising, work shall continue as usual whilst the following procedures are carried out. Where there are genuine matters of health or safety involved, alternative measures may need to be taken.
- 18.2. The procedure to be followed:
 - 18.2.1. Employee(s) who have a grievance or dispute are to advise their Manager/Supervisor (either verbally, in writing or email) of the grievance or dispute and the remedy sought as soon as possible. The Manager/Supervisor and the employee(s) involved are to attempt to resolve the matter in a reasonable response time given the complexity of the issue;
 - 18.2.2. If the grievance or dispute relates to the Manager/Supervisor, then the matter can be addressed with the Group Manager as the first step;
 - 18.2.3. If the grievance or dispute is unresolved in clause 18.2.1 the employee(s) can refer the grievance or dispute and the remedy sought to the Group Manager. This referral must be in writing using the Notice of Grievance Form. The Group Manager and employee(s) are to attempt to resolve the matter in a reasonable response time given the complexity of the issue;
 - 18.2.4. If after clause 18.2.3 the matter is unresolved, the employee(s) can refer the matter to the relevant ELG member (General Manager) for resolution. The General Manager will attempt to resolve the matter in a reasonable response time given the complexity of the issue;
 - 18.2.5. If after clause 18.2.4 the matter is still unresolved, the employee(s) may submit the matter to the Chief Executive Officer (CEO) for resolution. The CEO will attempt to resolve the matter in a reasonable response time given the complexity of the issue;

- 18.2.6. If after clause 18.2.3 the matter is unresolved and relates directly to the interpretation/implementation of the certified agreement then the General Manager shall convene a meeting of the EBT to resolve the matter, prior to moving to clause 18.2.5.
- 18.3. At any stage of the procedure, an employee may seek the support of another person or union representative.
- 18.4. Throughout all stages of the procedure, all relevant facts shall be clearly identified and recorded.
- 18.5. If the grievance(s) or dispute(s) is referred to the Human Resource Department or requires the Human Resource Department to conduct a formal investigation, the Council appointed principal internal investigator will finalise the investigation and provide advice in a timely manner taking into consideration to the scope of the investigation.
- 18.6. Where the issue cannot be resolved, either party may approach the Queensland Industrial Relations Commission for conciliation in the first instance and arbitration if necessary. Any arbitrated decision shall be binding on the parties.

19. Local Area Work Agreements (LAWA)

General

- 19.1. Unless specifically mentioned in Appendix 4 of this agreement, all Local Area Work Agreements (LAWA) (both verbal and written) registered or otherwise will be deemed not to exist from the date of operation of this agreement.
- 19.2. The parties agree to prioritise the possibility of negotiation and development of a new LAWA in good faith bargaining, for the Local Laws/ Enforcement Unit within six (6) months of certification of this agreement.
- 19.3. The parties agree to prioritise the negotiation and development of a new LAWA for the Construction Team and External Maintenance Supervisors within six (6) months of certification of this agreement.
- 19.4. Changes to existing employment conditions, which contribute to increased productivity and employee benefits, can be initiated by employees, unions and management through consultation at the workplace level.
- 19.5. The aim of a LAWA is to allow sufficient flexibility for those specific sections of the workforce so that Council can provide cost effective and competitive services.
- 19.6. The parties recognise that a LAWA may vary the conditions of employment; however, when viewed as a whole the employee will not be in an inferior overall position when employed under the terms of a LAWA than they would be under the terms of the parent agreement.
- 19.7. Actions that may be undertaken when developing a LAWA include, but are not limited to:
- 19.7.1. Eliminating impediments to multi-skilling and broadening the range of tasks that an employee may be required to perform;
- 19.7.2. Altering the working patterns in an arrangement to enhance flexibility and efficiency of the Council as a whole.

Procedure

- 19.8. LAWAs may be negotiated during the life of this agreement in accordance with the following procedure:
- 19.8.1. Negotiation for a LAWA will be initiated, by written request for negotiation addressed to all parties directly concerned.
- 19.8.2. Such a request is to provide all necessary information pertaining to the proposed LAWA including the following:
- a. The issues identified or conditions to be addressed;
 - b. Proposed commencement date of the LAWA;
 - c. Proposed trial and/or sunset arrangements;
 - d. An indication whether the LAWA will affect or have implications for areas within Council outside the specific area that the LAWA will apply to; and
 - e. Any other relevant matter.
- 19.9. Following a request for a LAWA, a transparent and participatory process is to be implemented. This process is to involve all affected parties in the negotiation, and will, at least, include the following:
- a. Identification of performance objectives;
 - b. Review and selection of appropriate work design and work methods;

- c. Implementation and review of the changes at an agreed time; and
 - d. A majority of employees affected by the LAWA must vote in favour of it, to be accepted. A majority is deemed to be seventy-five (75) per cent.
- 19.10. When majority agreement is reached, the LAWA is to be forwarded to the CEO and Branch Secretary of the relevant Unions for endorsement.

Certification

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

PART 2 – EMPLOYMENT

20. Definition of Part time employment

- 20.1. Part time employment means employment for less than the normal weekly ordinary hours specified for a full time employee in the *Local Government Officers' Award 1998*. All award entitlements are paid on a pro-rata basis for part time employees.
- 20.2. For part time employees, the Council and the part time employee will agree in writing on an initial systematic pattern of work relevant to the position at the time of engagement.
- 20.3. For sporadic work over and above a permanent part time employees normal agreed work pattern, Council agrees to pay the relevant overtime rate. For example, a part time employee is requested to remain at work for two (2) hours past their finishing time to assist in the completion of work that is time bound.
- 20.4. For a specific project or period of time, a part time employee may work a maximum twenty percent (20%) more than their contracted hours at ordinary rates, through consultation and agreement between the employee and the Manager/Supervisor.

21. Job Share Arrangements

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

22. Probation Period

- 22.1. On initial appointments to Council, all positions shall serve an initial period of three (3) months probation period, with the exception of the Customer Services Unit which requires a four (4) month probationary period due to the first three (3) months being an extensive training period. During this period, any deficiencies in performance or conduct shall be dealt with in accordance with the agreed code of practice on disciplinary procedure.
- 22.2. Absence due to leave during the probation period may affect the Manager/Supervisors ability to make a decision about work performance due to insufficient evidence, and in these circumstances an extension of probation period may be requested. The period to extend the probation period is limited to the total period of leave taken. Any extension is subject to the test of reasonableness, will not extend beyond an additional three (3) months and must be agreed by the relevant General Manager.
- 22.3. The extension of a probationary period beyond the initial three (3) months, based upon performance management issues, will only be enacted once a full, fair and frank assessment has been made by the Manager/Supervisor and agreed by the relevant General Manager.

23. Termination of Employment

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

PART 3 – REMUNERATION

24. Wage and Salary Increases

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

25. Schedule of Wages

- 25.1. The minimum hourly and annual rate of salary payable to employees is set out in Appendix 1 of this agreement.
- 25.2. Payment of monies will be made using Electronic Funds Transfer (EFT) directly to the account(s) monitored in writing by the employee and will be paid on a fortnightly basis. Should the account details change for the depositing of salary it will be the responsibility of the employee to provide sufficient notice of the change of details to ensure that payments are able to be accurately transferred at all times.
- 25.3. The divisible factor used for calculating wages is 52.1786 weeks per year.
- 25.4. Junior employee's will be paid in as per below:
- 25.4.1. Under 17 years of age = 55% of Level 1.1
- 25.4.2. 17 years of age = 60% of Level 1.1
- 25.4.3. 18 years of age = 70% of Level 1.1
- 25.4.4. 19 years of age = 80% of Level 1.1
- 25.4.5. 20 years of age = 90% of Level 1.1

26. Allowances

26.1. Island Allowance

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

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

26.2. On Call, Remote Technology, and Call Out Allowances

26.2.1. On Call Allowance

- 26.2.1.1. Council may require an employee to be On-Call, or to perform emergency work outside of the employee's agreed scheduled ordinary working hours. Employees who are On-Call are required to hold themselves available to perform emergency work if required by Council.
- 26.2.1.2. Where Council requires the employee to be On-Call and be readily available and accessible (both physically and/or by telecommunications as appropriate) to perform

emergency work an allowance at the rate of thirty eight dollars (\$38) per day for each day the employee is On-Call shall be paid.

26.2.1.3. On-Call employees will be provided appropriate resources to undertake their duties. Assignment of employees to On-Call duties will be undertaken on a consultative basis between management and employees, having due regard to principles of reasonable direction, employee well-being, and equitable distribution of On-Call duties.

26.2.1.4. When an employee is require to be On-Call on any gazetted public holiday, an employee shall have one day added to the employee's On-Call Day Off balance for each public holiday on which the employee is required to remain On-Call.

26.2.1.5. It is the responsibility of the Manager/Supervisor to manage the On-Call Day Off balances.

26.2.2. Remote Technology Allowance

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

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

26.2.3. Call-Out Allowance

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

26.2.4. Standby Allowance for Bushfire and Storm Response

26.2.4.1. During the bushfire and storm season, Council may require employees to be on standby for Bushfire and Storm response.

26.2.4.2. Employees shall be paid an allowance of thirty eight dollars (\$38) per day upon which the employee is required to be on call for bushfire or storm response. In the case of a public holiday falling on the Friday and/or the Monday, employees on standby for Bushfire response will be paid an additional thirty eight dollars (\$38) per day for each public holiday.

26.2.4.3. Payment for any time worked will be at the appropriate hourly rates of pay.

26.2.5. First Aid Allowance

26.2.5.1. An employee who has been trained to render first aid and who is the current holder of an appropriate first aid qualification, such as a Certificate from the St. John Ambulance or similar body, shall be paid at the rate of thirteen dollars and twenty cents (\$13.20) per week, if the officer is appointed by the Council to perform first aid duty. This allowance will increase in accordance with the *Queensland Local Government Employees (excluding Brisbane City Council) Award 2003*.

PART 4 – EMPLOYEE BENEFITS

27. Workplace Facilities

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

28. Healthy Lifestyle Initiatives

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

29. Performance Management System

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

30. Career Development

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

31. Position Description, Re-Evaluation, & Re-Classification

- 31.1. Position descriptions shall be used as the primary source of classifying positions. Council will continue to provide to each employee a position description which clearly and accurately identifies as a minimum:
- 31.1.1. The requirements of the job;
 - 31.1.2. The skills, knowledge, experience, qualifications and/or training required;
 - 31.1.3. The responsibility and classification level of the position;
 - 31.1.4. The organisational relationship of the position; and
 - 31.1.5. The accountability/extent of authority of the position.
- 31.2. The position description shall be evaluated and considered against the classification definitions contained in Schedule A of the *Queensland Local Government Officers' Award 1998*.
- 31.3. At the employees request a position description shall be reviewed by the Council in consultation with the employee concerned, and can only happen on the employees' request once a year.
- 31.4. Within two (2) months of receipt of the application, the Council shall supply the employee with a written response detailing the outcome of the application.
- 31.5. Any position re-evaluation process will not result in a reduction of pay for existing employees. This provision does not apply where a position re-evaluation has resulted from disciplinary or performance management action, or per clause 59 conditions.
- 31.6. The council agrees to review all Level One classified positions under the *Local Government Officers' Award 1998* within six (6) months of certification of this agreement.
- 31.7. If an employee(s) position is re-evaluated one (1) level higher, that employee will automatically progress with the position to the higher level, without triggering redeployment and/or redundancy.
- 31.7.1. If a position has been re-evaluated one (1) level higher, the employee may request to have their position description reviewed by the Council in consultation with the employee concerned, and can only happen on the employee's request once every two (2) years. If in any position re-evaluation process the position is upgraded by two (2) or more levels higher, this will trigger the provisions provided in clause 59 – Retraining, Redeployment and Redundancy:
 - 31.7.2. The position will be advertised internally, in the first instance;
 - a. Suitable redeployees will not automatically be placed in the upgraded re-evaluation position;
 - b. If the incumbent of the upgraded re-evaluated position is the only person who applies and is suitable for appointment ie has been assessed by a selection panel to meet the selection criteria and to have demonstrated capability to perform all the responsibilities of the reclassified role, then they will be appointed without having to go through a full interview process and referee checks.

32. Skill Development

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

33. Work and Family Arrangements

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

34. Occupational Superannuation

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

35. Recruitment

- 35.1. Simultaneous advertising means advertising a vacant position to employees of the Council and externally to the public at large, seeking applications for the filling of a vacant position by means of appropriate advertisements timed to appear the same time. Where Council is of the opinion, there are no suitably skilled and/or qualified employees within Council, or where it is anticipated limited numbers of applicants will be received from internal applicants, the parties agree that simultaneous advertising can take place for all positions at Council's discretion, irrespective of the classification level.
- 35.2. All things being equal, the most suitably skilled and qualified internal applicant will be considered as a preference for the appointment of positions classified Level One (1) – Four (4) inclusive of the *Queensland Local Government Officers' Award 1998*.
- 35.3. For positions classified at Level Five (5) – Eight (8) inclusive under the *Queensland Local Government Officers' Award 1998*, Council will consider all applications received and appoint the most suitably skilled and qualified applicant, based upon merit, irrespective of whether or not that person is an internal or external candidate.

PART 5 – HOURS OF WORK AND FLEXIBLE WORKING ARRANGEMENTS**36. Hours of Work**

- 36.1. The hours of work shall be 36.25 hours per week or 7 hours 15 mins hours per day to be worked Monday to Friday inclusive between the hours of 6.00am to 6.00pm.
- 36.2. The ordinary hours of duty of an employee(s) may be altered as to the spread of hours by agreement between the Council and the relevant parties. Such agreement shall be recorded as a LAWA in accordance with this agreement. Any such LAWA may include the annualising of hours and/or pay.

36.3. The following hours of duties will apply to the following classes of employees:

36.4. Aged Care and Disability Support Employees

36.4.1. This section applies to aged care employees.

36.4.2. There are no core hours. Aged Care employees and Disability Support employees shall work on a roster basis.

36.4.3. Band Width:

- a. 7.00am - 7.00pm Monday – Thursday;
- b. 7.00am - 10.00pm Friday;
- c. 7.00am - 4.00pm Saturday.

36.4.4. The ordinary hours of work shall be worked within five (5) consecutive days in the week (except where a change of roster occurs).

36.4.5. A full day taken off for sick leave, family leave, bereavement leave or annual leave will be debited as in accordance with the hours rostered that day.

36.4.6. Work on Saturdays will be undertaken by:

- a. Firstly, sourcing volunteers within the workgroup/team/area; and
- b. Secondly, by the Manager/Supervisor providing seven (7) days notice to the employees concerned, and this occurring after consultation with the employee and consideration of their personal and family commitments.

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

36.4.8. The approval of the appropriate Manager/Supervisor is required prior to taking time off. Weekend Work – Penalty Rates

36.5. The ordinary hours of work for all employees shall be in accordance with the hours of work clauses contained within this agreement, or employees working a five (5) out of seven (7) days work pattern.

36.6. Any alteration to the ordinary span of hours, start/ finish times or spread of days on which the employee works, must be by agreement in writing, with no compulsion by either party to agree.

36.7. Where an employee agrees to alter the spread of days for the ordinary hours of work (eg any five (5) days in seven (7)), the Council shall pay a weekend penalty rate of time and one half for all ordinary hours worked on a Saturday, and a penalty rate of double the ordinary hourly rate for all hours worked on a Sunday.

36.8. Where the employee seeks to alter the spread of days to include weekends to suit their personal circumstances, the agreement in writing shall indicate the change was at the employee's request, and Council shall not be liable for the weekend penalty rates.

36.9. This clause applies to all employees whether full time or part time.

37. Weekend Work - Penalty Rates

37.1. The ordinary hours of work for all employees shall be in accordance with the hours of work clauses contained within this agreement, or employees working a five (5) out of seven (7) days work pattern.

37.2. Any alteration to the ordinary span of hours, start/finish times or spread of days on which the employee works, must be by agreement in writing, with no compulsion by either party to agree.

37.3. Where an employee agrees to alter the spread of days for the ordinary hours of work (eg any five (5) days in seven (7)), the Council shall pay a weekend penalty rate of time and one half for all ordinary hours worked on a Saturday, and a penalty rate of double the ordinary hourly rate for all hours worked on a Sunday.

37.4. Where the employee seeks to alter the spread of days to include weekends to suit their personal circumstances, the agreement in writing shall indicate the change was at the employee's request, and Council shall not be liable for the weekend penalty rates.

37.5. This clause applies to all employees whether full time or part time.

38. Make Up Time

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

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

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

39. Flexible Working Arrangements

- 39.1. Flexible working arrangements are designed to allow employees maximum flexibility in working hours, whilst ensuring present work outputs and service to the public must not be reduced. Employees must at all times obey directions given by their Manager/Supervisors regarding hours of attendance. It is essential therefore, that all employees be aware that the first priority is the maintenance of acceptable workflows. Accordingly, there will need to be co-operation between employees and management in planning working time.
- 39.2. Council employees, in units, will be allowed to select a flexible working arrangement that suits their unit. Meaning employees, by consultation and agreement with management, can opt for either a flextime system or a nine (9) day fortnight arrangement as per appendix two (2) or appendix three (3) of this agreement. This arrangement can only be amended and voted on, once in a twelve (12) month period.
- 39.3. To ensure for a smooth transition to standard, equitable and flexible working arrangements for Council, the following shall apply as follows:
- 39.3.1. During the initial three (3) month period from the date of the certification, employees and management will undertake a review and identify the flexible work arrangements that best suit the unit and supports service delivery obligations – either a Nine (9) Day Fortnight or Flextime. Employees may request union representation in this process.
- 39.3.2. Where the review recommends a change to the work unit's current working arrangement, seventy five percent (75%) of the employees in the work unit must agree to the change.
- 39.3.3. Nothing will prevent an individual employee and their Manager/Supervisor from agreeing in writing to an alternative flexible work arrangement as per clause 42 – Special Working Arrangement.

40. Flex Time

- 40.1. The full terms and conditions of the Flexitime provisions are detailed in Appendix 2.

41. Nine (9) Day Fortnight

- 41.1. The full terms and conditions of the Nine (9) Day Fortnight provisions are detailed in Appendix 3.

42. Special Working Arrangement

- 42.1. Notwithstanding clause 39 above, Special Working Arrangements, such as those which would allow an employee to work standard hours (not Flexitime or Nine (9) Day Fortnight), may be entered into by the agreement in the following two (2) circumstances:
- 42.1.1. The General Manager/delegate may require a special working arrangement for either an individual or team in order to meet the efficient operation of the Council's business; such an arrangement may be on a permanent basis or alternatively for a specific period; or
- 42.1.2. An employee may require a Special Working Arrangement in order to better accommodate for their personal commitments or work/life balance; such arrangement may be on a permanent basis or alternatively for a specified period.
- 42.2. Any arrangement shall be by agreement in writing between the General Manager/delegate and employee(s) and must not, on balance, disadvantage the employee in relation to their overall terms and conditions of employment.

43. Time Off In Lieu Of Overtime

General

- 43.1. Time off in lieu of overtime (TOIL) can benefit all employees, Council and the community.
- 43.2. Overtime can only be worked with approval by your Manager/Supervisor. Such overtime worked is to be paid at the applicable overtime rate unless there is agreement between the Manager/Supervisor and employee that the overtime can be taken as TOIL. The choice to be paid or take TOIL is the employees. Such hours will be taken off, based on time off equal to time worked (one for one basis).
- 43.3. Managers/Supervisors are responsible for managing TOIL in their own work areas.
- 43.4. The maximum amount of TOIL accrual in a pay period is one (1) day.

- 43.5. Within a three (3) month period the maximum TOIL accrual cannot exceed five (5) days. At the end of the three (3) month period, TOIL not taken is to be paid at the applicable overtime rate.
- 43.6. The taking of TOIL will be by agreement between the employee and the Manager/ Supervisor.
- 43.7. Under normal circumstances, the request by the employee to take TOIL is to be made in advance as follows:
- 43.7.1. Not less than three (3) working days in advance for TOIL periods of less than one (1) day;
- 43.7.2. Not less than five (5) working days in advance for TOIL periods of one (1) or more days.

44. Supervisors of 38 hours per week Employees

- 44.1. Where an employee directly supervises employees working a 38 hour week under other relevant awards, and is required to be in attendance for the span of hour and the flexible working arrangement agreed to by the team, the employee shall be paid an additional 4.827% loading to their applicable hourly rate.

45. Breaks

- 45.1. As per the provisions of the *Queensland Local Government Officers' Award 1998*.

PART 6 – LEAVE

Leave provisions for all employees shall apply in accordance with the full provisions of the *Queensland Local Government Officers' Award 1998* unless specifically modified in this agreement

46. Definitions

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

47. Annual Leave

- 47.1. Full time employees are entitled to four (4) weeks or 145 hours paid annual leave and the equivalent to four (4) weeks leave loading of 17.5% that will accrue pro-rata commencing from the employee's initial commencement date.
- 47.2. Part time employees will receive a pro rata entitlement based on the average number of weekly hours worked over the accrual period.
- 47.3. Annual leave shall be exclusive of any statutory holiday occurring during that period of that annual leave.
- 47.4. In the case of any and every employee who takes annual leave whilst performing higher duties, the employee will receive the rate of pay that they receive whilst in that higher duty role.

47.5. Special access

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

47.6. Re-crediting of Annual Leave

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

48. Sick Leave

- 48.1. Full time and regular part time employees (on a pro rata basis) shall be entitled to accumulate fifteen (15) days or 108.75 hours of sick leave per twelve (12) months of service. Employees may take accumulated sick leave accruals on a pro rata basis in the first twelve (12) months. Sick leave will accrue on a daily basis
- 48.2. Medical evidence will only be required for consecutive absences of more than two (2) days.

- 48.3. Any employee, being performance managed for excessive absences, shall be required to produce a medical certificate, for each day of sick leave taken.
- 48.4. Medical evidence is defined as:
 - 48.4.1. A certificate provided by a registered medical practitioner, dentist, optometrist, optician, radiographer, physiotherapist, chiropractor, specialist treating doctor or podiatrist.
- 48.5. There shall be no cap on the amount of sick leave days, which may be accumulated.
- 48.6. Sick leave days accumulated can not be paid out on separation.

49. Carer's Leave

- 49.1. Employees may be granted paid or unpaid carer's leave with the approval of their Manager/Supervisor, when they are absent for the purposes of caring for an immediate family and/or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- 49.2. Medical evidence will only be required for consecutive absences of more than two (2) days. If an employee is being performance managed for excessive absences, the employee shall be required to produce medical evidence for each period of carer's leave taken.
- 49.3. Full time and part time employees (on a pro rata basis) shall be entitled to use any sick leave entitlement which has accrued after 9 June 1995, to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. Carer's leave may be taken for part of a single day.
- 49.4. Casual employees shall be entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are:
 - 49.4.1. Sick and require care and support; or
 - 49.4.2. Who require care due to an unexpected Emergency with the approval of their Manager/Supervisor.
- 49.5. The Manager/Supervisor and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to forty eight (48) hours (i.e. two (2) days) per occasion.
- 49.6. The casual employee is not entitled to any payment for the period of non-attendance.

49.7. Unpaid Carer's Leave Entitlement

- 49.7.1. Where an employee has exhausted all paid sick leave entitlements, they may take unpaid carer's leave with the approval and agreement of their Manager/Supervisor.
- 49.7.2. The Manager/Supervisor and the employee shall agree upon the period of unpaid leave. In the absence of agreement, the employee is entitled to take up to two (2) days (up to a maximum of sixteen (16) hours) of unpaid leave per occasion.

50. Bereavement Leave

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

51. Long Service Leave

- 51.1. Long Service Leave (LSL) enables employees to take an extended absence from the Council. All Council employees are entitled to nine point one (9.1) weeks Long Service Leave after seven (7) years service.
- 51.2. Granting of LSL is subject to operational requirements of the Council.

51.3. For all other purposes and provisions, the accrual and use of LSL is governed by this certified agreement, *Queensland Local Government Officers' Award 1998* and the *Industrial Relations Act 1999*.

51.4. Accrual of LSL

51.4.1. The rate of accumulation for all employees will be one point three (1.3) weeks per year of service.

51.4.2. On taking long service leave, employees may elect to be paid as follows:-

- a. Pro rata entitlement at normal pay after seven (7) years; or
- b. Pro rata entitlement at half pay after seven (7) years.

51.4.3. Long Service Leave can be taken in broken periods. The minimum period that can be taken for Long Service Leave is two (2) weeks at normal pay, or four (4) weeks at half pay.

51.5. Public Holidays during LSL at Half Pay

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

52. Jury Duty

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

53. Sporting Leave

53.1.1. The parties agree that at the discretion of the General Manager, Council employees competing for either Australia or Queensland may be granted paid Sporting Leave, under the following criteria:

53.1.2. Accepted as being a sport by the Australian Sport Commission; or

53.1.3. Recognised at the Olympic or Commonwealth Game; or

53.1.4. In the case of Olympic, Commonwealth or Para-Olympic Games, "employees competing" will also include coaching.

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

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

54. Emergency Service Leave

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

55. Parental leave.

55.1. Paid Maternity Leave

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

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

55.1.3. The entitlement shall be paid effective:

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

- 55.1.4. The period of paid maternity leave is payable once only in connection with each birth or adoption of a child/children to an employee or employees of Council.
- 55.1.5. Eligible employees may nominate to take annual leave as part of their parental leave on the basis of doubling their current available annual leave days and being paid at half pay, and/or
- 55.1.6. Employees eligible for long service leave after seven (7) years may nominate to take their long service leave as part of their parental leave in accordance with the terms of this agreement.
- 55.1.7. The combination of paid maternity leave or paid paternity leave, annual leave at half-pay and early access to long service leave together with unpaid parental leave shall not exceed fifty-two (52) weeks in total, (subject to the right to request to expand).

55.2. Paid Paternity Leave

- 55.2.1. One (1) week paid paternity leave at the time of the birth or adoption of a child/children may be taken. Evidence of pregnancy from the relevant medical practitioner must be provided at the time of application.
- 55.2.2. This paid paternity leave entitlement forms part of the total paid parental leave entitlement.
- 55.2.3. The period of paid paternity leave, which may be taken at double the length at half pay will be available to eligible employees covered by this agreement, after a period of twelve (12) months continuous service.

55.3. Parental Leave

- 55.3.1. Subject to the terms of this clause, employees are entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child. The provisions of this clause apply to full time, part time and eligible casual employees but do not apply to other casual employees.
- 55.3.2. An eligible casual employee means a casual employee:
- a. Employed by the Council on a regular and systematic basis for several periods of employment or on a regular and systematic basis for ongoing period of employment during a period of at least twelve (12) months; and
 - b. Who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.
- 55.3.3. For the purposes of this clause, continuous service is work for the Council on a regular and systematic basis (including any period of authorised leave or absence).
- 55.3.4. Council must not fail to re-engage a casual employee because:
- a. the employee or employee's spouse is pregnant; or
 - b. the employee is or has been immediately absent on parental leave.
- 55.3.5. The rights of Council in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

55.4. Definitions

- 55.4.1. For the purposes of this clause child means a child of the employee under school age, or a person under school age who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six (6) months or more.
- 55.4.2. Subject to clause 55.4.3 hereof, in this clause, spouse includes a de facto or former de facto spouse
- 55.4.3. In relation to clause 55.13 hereof, spouse includes a de facto spouse but does not include a former spouse.

55.5. Basic Entitlement

- 55.5.1. After twelve (12) months continuous service, parents are entitled to a combined total of fifty two (52) weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption.
- 55.5.2. Subject to clause 55.11 hereof, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
- a. For maternity and parental leave, an unbroken period of up to one (1) week at the time of the birth of the child.

- b. For adoption leave, an unbroken period of up to three (3) weeks at the time of placement of the child.

55.6. Variation of period of parental leave

55.6.1. Where an employee takes leave under clause 55.5.1 or clause 55.7.1 (b), unless otherwise agreed between Council and employee, an employee may apply to Council to change the period of parental leave on one occasion. Any such change to be notified as soon as possible but no less than four (4) weeks prior to the commencement of the change arrangements. Nothing in this clause detracts from the basic entitlement in clause 55.5 or the right to request in clause 55.7.

55.7. Right to request

55.7.1. An employee entitled to parental leave pursuant to the provisions of clause 55.5 may request Council to allow the employee:

- a. To extend the period of simultaneous unpaid parental leave provided for in clauses 55.5.2 (a) and 55.5.2 (b) up to a maximum of eight (8) weeks;
- b. To extend the period of unpaid parental leave provided for in clause 55.5.1 by a further continuous period of leave not exceeding twelve (12) months;
- c. To return from a period of parental leave on a part-time basis until the child reaches school age; and
- d. To assist the employee in reconciling work and parental responsibilities.

55.7.2. The Council shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Council's business. Such grounds might include cost, lack of adequate replacement employees, loss of efficiency and the impact on customer service.

55.8. Employee's request and Council's decision to be in writing

55.8.1. The employee's request and Council's decision made under clauses 55.7.1 (b) and 55.7.1 (c) must be recorded in writing.

55.9. Request to return to work part-time

55.9.1. Where an employee wishes to make a request under clause 55.7.1(c), such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from parental leave.

55.10. Maternity leave

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

- a. Of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant)—at least ten (10) weeks; and
- b. Of the date on which the employee proposes to commence maternity leave and the period of leave to be taken—at least four (4) weeks.

55.10.2. When the employee gives notice under 55.10.1 (a) hereof the employee must also provide a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

55.10.3. An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

55.10.4. Subject to clause 55.5.1 hereof and unless agreed otherwise between the Council and employee, an employee may commence parental leave at any time within six (6) weeks immediately prior to the expected date of birth.

55.10.5. Where an employee continues to work within the six (6) week period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, Council may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

55.11. Special maternity leave

55.11.1. Where the pregnancy of an employee not then on maternity leave terminates after twenty eight (28) weeks other than by the birth of a living child, then the employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

- 55.11.2. Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.
- 55.11.3. Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, may not exceed fifty two (52) weeks.
- 55.11.4. Where leave is granted under clause 55.10.4 hereof, during the period of leave an employee may return to work at any time, as agreed between the Council and the employee provided that time does not exceed four (4) weeks from the recommencement date desired by the employee.

55.12. Paternity leave

- 55.12.1. An employee will provide to the Council at least ten (10) weeks prior to each proposed period of paternity leave, with:
 - a. A certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and
 - b. Written notification of the dates on which he proposes to start and finish the period of paternity leave; and
 - c. Except in relation to leave taken simultaneously with the child's mother under clauses 55.5.2 (a), 55.5.2 (b) and 55.7.1 (a), a statutory declaration stating:
 - i. That he will take that period of paternity leave to become the primary care-giver of a child;
 - ii. Particulars of any period of maternity leave sought or taken by his spouse; and
 - iii. That for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.
- 55.12.2. The employee will not be in breach of clause 55.12 hereof if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

55.13. Adoption leave

- 55.13.1. The employee will notify the Council at least ten (10) weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 55.13.2. Before commencing adoption leave, an employee will provide the Council with a statutory declaration stating:
 - a. The employee is seeking adoption leave to become the primary care-giver of the child;
 - b. Particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - c. That for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 55.13.3. Council may require an employee to provide confirmation from the appropriate government authority of the placement.
- 55.13.4. Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the Council immediately and the Council will nominate a time not exceeding four (4) weeks from receipt of notification for the employee's return to work.
- 55.13.5. An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 55.13.6. An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the Council should agree on the length of the

unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two (2) days unpaid leave. Where paid leave is available to the employee, the Council may require the employee to take such leave instead.

55.14. Parental leave and other entitlements

55.14.1. An employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding fifty two (52) weeks or a longer period as agreed under clause 55.7.

55.15. Transfer to a safe job

55.15.1. Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee will, if the Council deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

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

55.16. Returning to work after a period of parental leave

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

55.16.2. An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 55.15, the employee will be entitled to return to the position they held immediately before such transfer.

55.16.3. Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

55.16.4. An eligible casual employee who is employed by a labour hire company who performs work for a client of the labour hire company will be entitled to the position which they held immediately before proceeding on parental leave.

55.16.5. Where such a position is no longer available, but there are other positions available that the employee is qualified for and is capable of performing, the Council shall make all reasonable attempts to return the employee to a position comparable in status and pay to that of the employee's former position.

55.17. Replacement employees

55.17.1. A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

55.17.2. Before Council engages a replacement employee the Council must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

55.18. Communication during parental leave

55.18.1. Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Council shall take reasonable steps to:

- a. Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- b. Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

55.18.2. The employee shall take reasonable steps to inform the Council about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

55.18.3. The employee shall also notify the Council of changes of address or other contact details which might affect the Council's capacity to comply with 55.18.1.

PART 7 WORKPLACE CHANGE

56. Use of Contractors

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

57. Shared Services

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

58. Notification of Change

- 58.1. Where Council has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the relevant Union.
- 58.2. "Significant effects" include termination of employment, major changes in the composition, operation or size of Councils' workforce or in the skills required; the elimination or diminishing of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- 58.3. Council shall discuss with the employees affected and the relevant Union "inter-alia", the introduction of the changes referred to in clause 58.1 & 58.2 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give consideration to matters raised by the employees and/or the relevant Union in relation to the changes.
- 58.4. The discussions shall commence as early as practicable after a definite decision has been made by Council to make the changes referred to in clause 58.1 hereof.
- 58.5. For the purposes of such discussion, Council shall provide in writing to the employees concerned and the relevant Union all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to effect employees provided that Council shall not be required to disclose confidential information the disclosure of which would be inimical to Council's interests.

59. Retraining/Redeployment/Redundancy

General

- 59.1. The parties recognise that the commitment to employment security, in a work environment of continuous improvement, may result in jobs and functions within Council not remaining constant.
- 59.2. Council will make all reasonable attempts to ensure that there will be no forced redundancies during the term of this agreement.
- 59.3. Provided alternative work is available, it is the party's intent to pursue security of employment for permanent employees through re-skilling and / or retraining and / redeployment opportunities. The intent is to provide long term sustainable employment for employees, whilst acknowledging the flexibility Council requires may often require changes to people's positions.
- 59.4. Employee's work functions are also subject to technological change. Council shall be sensitive to and accommodate the reasonable training needs and costs of the individual if there is difficulty in initially embracing the new technology.

- 59.5. Provided alternative work is available, employees will either be retrained to gain new skills and accept new responsibilities, or if within the employees level of skill, competence, and training, be placed in the next available vacancy, subject to clause 59.1.
- 59.6. The parties accept that there may be re-engineering of process, organisational and structural review, including job and systems redesign.
- 59.7. Council agrees to ensure that appropriate consultation will occur between all relevant parties prior to implementing significant changes to any work area.
- 59.8. When the Council has made a definite decision that a position no longer exists, the employee shall be given immediate formal written notification and:
- 59.8.1. Will be given retraining and redeployment within Council to an available position; or, if this is not possible
- 59.8.2. Shall be entitled to receive a redundancy payout in accordance with the severance payment contained in this clause.
- 59.9. If following access to a suitable retraining and redeployment period, which is not to exceed six (6) months, the employee, has not gained a position, Council shall apply the provisions of clauses 0, 59.18 and 59.19 (Redundancy/Severance Payment.)
- 59.10. The Council will continue to manage its workforce to meet the challenges of legislative changes in competitive tendering in order to minimise the need for involuntary labour reductions in the future.

Retraining

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

Redeployment

- 59.12. The preferred outcome of the retraining and redeployment of the employee shall be the appointment to an alternative position, which, relative to the employee's previous position is:
- 59.12.1. In a similar vocational area;
- a. With classification/wages/salary at the same level where possible. Where suitable alternative employment is found for an employee at a classification with a lower rate of pay, that employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period where the income/salary/wage is equal to or more than the income/salary/wage of the previous position;
- b. Accrued entitlement – when an employee accepts redeployment to a position that is a lower classification level than their previous classification level, Council agrees to pay the employee's accrued entitlements only at the maintained income/salary/wage until the gross annual income/wage/salary of the newly classified position equals and/or surpasses such gross annual income/wage/salary;
- c. If within six (6) months of the employee being made a redeployee and if during this period is placed in a lower level position the employee will maintain their redeployee status for the purpose of being eligible for placement in the first available position that becomes available, at their substantive level. This will only apply for six (6) months from the date of being made a redeployee;
- d. Enabling the employee to utilise their skills and capabilities in other areas of Council;
- e. Located, where possible, within reasonable geographic proximity to the previous position (this only applies to “mainland to islands” and vice versa); and
- f. Where possible with equivalent status and conditions.
- 59.13. By agreement with Management, at any time prior to being placed in another position, employees may choose to take redundancy as per clause(s) 0, 59.18 and 59.19

- 59.14. Where more than one (1) suitable redeployee is available, a merit based process is to be undertaken, to select the most suitable redeployee.
- 59.15. NOTE: "Suitable Redeployee" is defined as redeployees at an equal or greater classification level to the vacant position and who has the level of skill, competence and or training.
- 59.16. Within twenty-(20) working days of the employee being placed in an alternative position, the employee is to advise Council if they intend to accept the position as a permanent position or, elect to receive a redundancy pay out in accordance with the severance payment contained in this agreement. During these 20 days, the employee is to receive appropriate training and induction in the position to allow them to make an informed decision.

Redundancy/Severance Payment.

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

APPENDIX 1 - WAGE SCHEDULE

EB Classification	01/07/2009				01/07/2010				01/07/2011			
	4% or \$35 per week whichever is the greater				4% or \$35 per week whichever is the greater				4% or \$35 per week whichever is the greater			
	Annual Salary	Weekly	Hourly	Casual	Annual Salary	Weekly	Hourly	Casual	Annual Salary	Weekly	Hourly	Casual
LEVEL 1.1	\$40,237.97	\$771.16	\$21.27	\$26.59	\$42,064.37	\$806.16	\$22.24	\$27.80	\$43,890.80	\$841.16	\$23.20	\$29.01
LEVEL 1.2	\$40,880.40	\$783.47	\$21.61	\$27.02	\$42,706.52	\$818.47	\$22.58	\$28.22	\$44,532.65	\$853.47	\$23.54	\$29.43
LEVEL 1.3	\$41,779.20	\$800.70	\$22.09	\$27.61	\$43,605.37	\$835.69	\$23.05	\$28.82	\$45,431.56	\$870.69	\$24.02	\$30.02
LEVEL 1.4	\$42,744.11	\$819.19	\$22.60	\$28.25	\$44,570.56	\$854.19	\$23.56	\$29.45	\$46,397.07	\$889.20	\$24.53	\$30.66
LEVEL 1.5	\$43,706.50	\$837.63	\$23.11	\$28.88	\$45,532.99	\$872.64	\$24.07	\$30.09	\$47,359.32	\$907.64	\$25.04	\$31.30
LEVEL 1.6	\$44,668.84	\$856.08	\$23.62	\$29.52	\$46,495.35	\$891.08	\$24.58	\$30.73	\$48,355.17	\$926.72	\$25.56	\$31.96
LEVEL 2.1	\$45,669.22	\$875.25	\$24.14	\$30.18	\$47,495.99	\$910.26	\$25.11	\$31.39	\$49,395.83	\$946.67	\$26.11	\$32.64
LEVEL 2.2	\$46,733.85	\$895.65	\$24.71	\$30.88	\$48,603.20	\$931.48	\$25.70	\$32.12	\$50,547.33	\$968.74	\$26.72	\$33.40
LEVEL 2.3	\$47,880.00	\$917.62	\$25.31	\$31.64	\$49,795.20	\$954.32	\$26.33	\$32.91	\$51,787.01	\$992.50	\$27.38	\$34.22
LEVEL 2.4	\$49,053.08	\$940.10	\$25.93	\$32.42	\$51,015.20	\$977.70	\$26.97	\$33.71	\$53,055.81	\$1,016.81	\$28.05	\$35.06
LEVEL 3.1	\$50,226.17	\$962.58	\$26.55	\$33.19	\$52,235.21	\$1,001.08	\$27.62	\$34.52	\$54,324.62	\$1,041.13	\$28.72	\$35.90
LEVEL 3.2	\$51,410.00	\$985.27	\$27.18	\$33.97	\$53,466.40	\$1,024.68	\$28.27	\$35.33	\$55,605.05	\$1,065.67	\$29.40	\$36.75
LEVEL 3.3	\$52,622.92	\$1,008.52	\$27.82	\$34.78	\$54,727.84	\$1,048.86	\$28.93	\$36.17	\$56,916.95	\$1,090.81	\$30.09	\$37.61
LEVEL 3.4	\$53,865.55	\$1,032.33	\$28.48	\$35.60	\$56,020.17	\$1,073.62	\$29.62	\$37.02	\$58,260.98	\$1,116.57	\$30.80	\$38.50
LEVEL 4.1	\$55,151.83	\$1,056.98	\$29.16	\$36.45	\$57,357.91	\$1,099.26	\$30.32	\$37.91	\$59,652.22	\$1,143.23	\$31.54	\$39.42
LEVEL 4.2	\$56,467.20	\$1,082.19	\$29.85	\$37.32	\$58,725.88	\$1,125.48	\$31.05	\$38.81	\$61,074.92	\$1,170.50	\$32.29	\$40.36
LEVEL 4.3	\$57,785.09	\$1,107.45	\$30.55	\$38.19	\$60,096.50	\$1,151.75	\$31.77	\$39.72	\$62,500.36	\$1,197.82	\$33.04	\$41.30
LEVEL 4.4	\$59,092.87	\$1,132.51	\$31.24	\$39.05	\$61,456.59	\$1,177.81	\$32.49	\$40.61	\$63,914.85	\$1,224.92	\$33.79	\$42.24
LEVEL 5.1	\$60,412.66	\$1,157.81	\$31.94	\$39.92	\$62,829.17	\$1,204.12	\$33.22	\$41.52	\$65,342.34	\$1,252.28	\$34.55	\$43.18
LEVEL 5.2	\$61,728.04	\$1,183.01	\$32.63	\$40.79	\$64,197.16	\$1,230.34	\$33.94	\$42.43	\$66,765.04	\$1,279.55	\$35.30	\$44.12
LEVEL 5.3	\$63,043.40	\$1,208.22	\$33.33	\$41.66	\$65,565.13	\$1,256.55	\$34.66	\$43.33	\$68,187.74	\$1,306.81	\$36.05	\$45.06
LEVEL 6.1	\$65,233.99	\$1,250.21	\$34.49	\$43.11	\$67,843.35	\$1,300.21	\$35.87	\$44.83	\$70,557.08	\$1,352.22	\$37.30	\$46.63
LEVEL 6.2	\$67,426.49	\$1,292.22	\$35.65	\$44.56	\$70,123.55	\$1,343.91	\$37.07	\$46.34	\$72,928.49	\$1,397.67	\$38.56	\$48.20
LEVEL 6.3	\$69,617.70	\$1,334.22	\$36.81	\$46.01	\$72,402.41	\$1,387.59	\$38.28	\$47.85	\$75,298.51	\$1,443.09	\$39.81	\$49.76
LEVEL 7.1	\$71,808.94	\$1,376.21	\$37.96	\$47.46	\$74,681.30	\$1,431.26	\$39.48	\$49.35	\$77,668.55	\$1,488.51	\$41.06	\$51.33
LEVEL 7.2	\$73,999.53	\$1,418.20	\$39.12	\$48.90	\$76,959.51	\$1,474.92	\$40.69	\$50.86	\$80,037.89	\$1,533.92	\$42.32	\$52.89
LEVEL 7.3	\$76,190.75	\$1,460.19	\$40.28	\$50.35	\$79,238.38	\$1,518.60	\$41.89	\$52.37	\$82,407.92	\$1,579.34	\$43.57	\$54.46
LEVEL 8.1	\$78,820.86	\$1,510.60	\$41.67	\$52.09	\$81,973.70	\$1,571.02	\$43.34	\$54.17	\$85,252.64	\$1,633.86	\$45.07	\$56.34
LEVEL 8.2	\$81,450.32	\$1,560.99	\$43.06	\$53.83	\$84,708.34	\$1,623.43	\$44.78	\$55.98	\$88,096.67	\$1,688.37	\$46.58	\$58.22
LEVEL 8.3	\$84,080.42	\$1,611.40	\$44.45	\$55.57	\$87,443.64	\$1,675.85	\$46.23	\$57.79	\$90,941.38	\$1,742.89	\$48.08	\$60.10
LEVEL 8.4	\$86,548.01	\$1,658.69	\$45.76	\$57.20	\$90,009.93	\$1,725.04	\$47.59	\$59.48	\$93,610.33	\$1,794.04	\$49.49	\$61.86
LEVEL 8.5	\$89,017.47	\$1,706.01	\$47.06	\$58.83	\$92,578.17	\$1,774.26	\$48.94	\$61.18	\$96,281.29	\$1,845.23	\$50.90	\$63.63

APPENDIX 2 - FLEXTIME ARRANGEMENTS

Flexitime is designed to allow employees maximum flexibility in determining their own working hours. In operation, the necessary constraints will be that present work outputs and service to the public must not be reduced. It is important for Managers/Supervisors to recognise that employees should be allowed the greatest possible freedom to select their working hours within these constraints. It is essential for the smooth running of any large organisation that there will be co-operation.

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

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

In recognising the varying requirements of each unit or section, Group Managers have the discretion to specify the actual manner in which flexitime will operate within their group or units of their group. This discretion should be exercised in consultation with unit employees to achieve the most satisfactory outcomes.

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

The success or failure of the system and its continuance depends greatly on the attitudes, responses and co-operation of both employees and management. It is to be remembered that flexitime has been designed primarily to enable employees to work more efficiently and to enable them to have greater say in planning their working hours, not to reduce the number of hours worked, nor result in reduced output, or to extend the hours worked beyond an acceptable level.

60. Definitions

60.1. Nominal Business Hours

Refers to that time during which work may be carried out. In general, this will be between 8.00am – 6.00pm. However, upon consultation and with agreeance with the Group Manager, these nominal business hours can be altered to suit individual or unit needs, meaning employees have the right to request commencing work before 8.00am subject to their Group Managers approval.

60.2. Standard Day

A standard working day is 7 hours 15 minutes.

60.3. Span of hours:

Span of hours are 6.00am – 6.00pm.

60.4. Maximum Hours

The maximum number of hours exclusive of overtime, which can be worked in any one day, is nine (9) hours.

60.5. Core Time

These are the times during a standard day when employees must be at work unless on approved leave.

60.6. Flex Debit

A flex debit is an allowable amount of time below the normal hours that one is required to work.

60.7. Flex Credit

A flex credit is an allowable amount of time above the normal hours that one is required to work.

60.8. Bank of Flex Credits

Employees will have the ability to bank up to a total of five (5) days flex credit. By banking the flex credit, the carryover reduces by the amount banked. For example, if an employee has a flex credit of two (2) days or 15 hours and 30 minutes, and decides to bank one (1) day or 7 hours and 15 mins, the Bank of flex credits will be increased by one (1) day or 7 hours and 15 mins, and the carry over amount will be decreased by one (1) day or 7 hours and 15 minutes.

Three (3) of those days may be used for a Christmas Shut down period if initiated by the Council. Council will advise its decision regarding the Christmas shut down by 31 July of that year. This is the

only time three (3) consecutive core leave time days may be taken. If the Council does not shut down over the Christmas period, these accumulated three (3) days must be taken by the end of March the following year.

60.9. Settlement Period

This is a period of ten (10) working days (two weeks) during which employees are required to work a nominal total of 72 hours and 30 minutes.

60.10. Core Time Leave

This refers to an approved absence during core time using the flextime provisions.

60.11. Carry Over

This is the amount of flex credit or flex debit that may be carried over into the next settlement period.

The maximum carry over of a flex credit is two (2) working days or 15 hours and 30 minutes.

The maximum carry over of a flex debit is one (1) working day or 7 hours and 15 minutes.

61. Flextime provisions

61.1. Nominal Business Hours

- Earliest starting time – 8.00am
- Latest finishing time -6.00pm

However, upon consultation and with agreeance with the Group Manager, these nominal business hours can be altered to suit individual or unit needs, meaning employees have the right to request commencing work before 8.00am subject to their Group Managers approval

61.2. Daily working pattern

8.00am	To	10.00am	Flex period
10.00am	To	12.00pm	Core period
*12.00pm	To	1.30pm	Flex period
1.30pm	To	3.00pm	Core period
3.00pm	To	6.00pm	Flex period
* during the flex period of 12.00pm to 1.30pm, a minimum of half an hour lunch break must be taken			

61.3. Core Time

During the Core time of 10.00am to 12.00pm and 1.30pm – 3.00pm, employees must be at work unless on approved leave.

61.4. Flex period

Subject to the requirements of the duties of your position and reasonable direction of your Manager/Supervisor, employees are free to elect their hours of duty and times of attendance during the flex periods of 8.00am to 10.00am, 12.00pm to 1.30pm and 3.00pm to 6.00pm.

61.5. Lunch Break

There is no fixed lunch break. Employees may take a lunch break between 12.00pm and 1.30pm, the only requirement being that a minimum of thirty (30) minutes has to be taken, and a lunch break must be taken after an employee has worked continuously for five (5) hours, that is an employee who commences duty at 8.00am must begin a lunch break not later than 1.00pm.

61.6. Rest Pauses

In accordance with the *Local Government Officers' Award 1998*, rest pauses of ten (10) minutes duration can be taken during the morning and afternoon Core Times. There is no requirement to sign off during these periods.

61.7. Settlement Period

For flextime the settlement period is a fortnight. The nominal requirement is for employees to work 72 hours and 30 minutes during the settlement period, except that employees will be able to 'carry over' credits and debits into the next settlement period.

61.8. Flex Credit and Flex Debit Build Up

Employees are able to build up flex credits and incur flex debits.

The following conditions will apply to the accrual of flex credits and flex debits

61.9. Flex Credit

The maximum flex credit that can be accrued, held during or carried over to another settlement period is two (2) days or 14 hours and 30 minutes.

61.10. Bank of Flex Credits

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

61.11. Flex Debit

The maximum flex debit that can be incurred and held during or carried over to another settlement period is one (1) day or 7 hours 15 minutes. This debit may only be incurred for a total of two (2) settlement periods and time must be paid back to a zero balance by the end of the second settlement period.

61.12. Core Leave Time

Employees are required to be present during core time, which is between 10.00am to 12.00pm and 1.30pm to 3.00pm, unless on approved leave.

Employees will be allowed to have a maximum of two periods of core time leave periods in any settlement period. For example:

- Two (2) mornings; or
- Two (2) afternoons; or
- One (1) morning and One (1) afternoon, either separately or as full day.

An exception to this provision may be authorised by the Manger/Supervisor after the approval of the Group Manager.

On sporadic or special occasions and on mutual agreement between the employee and their Manager/Supervisor the option be available for the employee to take less than or equal to four (4) hours of core time leave.

When core leave time is taken on the day immediately preceding or following annual leave, such periods will not be included in any payment of higher duty allowance.

Core leave time can only be taken subject to the following conditions:

- Generally flex credits must be accrued prior to being used for core leave time;
- Prior approval from the Manager/Supervisor must be obtained with oral approval being satisfactory, and under normal circumstances, the request by the employee to take accrued time is to be not less than three (3) working days in advance.
- Managers/Supervisors will not unreasonably refuse applications for core time leave when the application has been made in accordance with the above conditions.
- However, if due to operational or business requirements, Managers/Supervisors refuse the first application for core time leave, the employee may request a second application for core time leave. The second application for core leave time must be for an alternative date/ time, and this second application must not be unreasonably refused by the Manager/Supervisor.

61.13. Notification of Absence

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

Failure to notify of an absence on more than one occasion may result in:

- Disciplinary Action; and/or
- Exclusion from participation in flex time.

61.14. Leave and Public Holidays

The following general conditions will apply with respect to all recreation, sick and carers leave and public holidays.

For the purpose of leave debits, the nominal hours will be between the hours of 8.30am and 4.30pm with a forty five (45) minute lunch break. The standard day is 7 hours and 15 minutes.

61.15. Sick Leave

Sick leave can only be taken during the specified nominal hours of duty on normal working days

If an officer is absent due to illness on any part of a day, the employee must apply for sick leave to bring their total hours for the day up to the nominal hours of duty – 7 hours and 15 minutes.

61.16. Annual Leave, Long Service Leave and Leave Without Pay

Annual leave, long service leave and leave without pay must be applied for and approved in accordance with this agreement and/or award prior to the leave being taken.

Annual leave, long service leave and leave without pay can only be taken during the specified normal hours of duty on normal working days.

61.17. Overtime

Overtime is payable, only with prior approval from the relevant Manager/Supervisor, where the employee is specifically directed to work such time – as follows:-

- For all work outside the span of hours for the relevant work unit;
- For work performed in excess of nine (9) hours in any one (1) day, where the relevant Manager/Supervisor have authorised the employee to work overtime;
- For work performed outside nominal hours when the carryover flex credit of two (2) days or 14 hours and 30 minutes would be exceeded;
- In all instances, over time will be paid only with the approval of an authorised officer. Overtime will not be paid for time worked which results in carryover flex credits exceeding two (2) days or 14 hours and 30 minutes without prior approval of the Manager/Supervisor or delegate.
- Employees who seek to work greater hours than the two (2) days or 14 hours and 30 minutes available to be carried over as flex credit, must obtain prior approval from their Manager/Supervisor and gain agreement on how those hours will be paid, ie, paid overtime or allocated TOIL on a time for time basis. Unless, the employee decides to bank the flex credit, or take a flex day. Council will not agree to pay employees for any time worked over and above the 14 hours and 30 minutes of flextime unless prior agreement is sought and agreed.

61.18. Rosters

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

61.19. Notification of Termination

When an employee gives notice of the intention to terminate their employment, the employee automatically ceases to participate in flextime from the date such notice is given. It is the responsibility of the employee to bring the flex balance back to zero (0). However, if a flex credit exists, the employee will be entitled to take this time as core time leave or be paid at the ordinary hourly rate.

APPENDIX 3 – NINE (9) DAY FORTNIGHT

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

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

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

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

62. Hours of Work

Employees must at all times obey directions given by their Managers/Supervisors regarding hours of attendance. As a guide, the nominal business hours are 8.00am – 6.00pm. However, upon consultation and with agreeance with the Group Manager, these nominal business hours can be altered to suit individual or unit needs. If a Manager/Supervisor directs an employee(s) to commence or cease work at a time which the individual would prefer to be absent, the Manager/Supervisors directions are to be followed.

62.1. Settlement Period

For Nine (9) Day Fortnight settlement period is a fortnight. The nominal requirement is for employees to work 72 hours and 30 minutes during the settlement period.

62.2. Rosters

Where work functions require employees to provide customer services within specified opening times, rosters may be drawn up, in consultation with employees, within the general framework of the working hours specified or within the nominal business hours listed above.

62.3. Standard Day

A standard working day will be depending upon a roster. The roster shall be constructed in a manner that allows for the correct number of minutes to be worked across a fortnight period in order for one working day off a fortnight without the overall reduction of productive working hours.

62.4. Lunch Break

Employees may take a lunch break between 12.00pm and 1.30pm, the only requirement being that a minimum of thirty (30) minutes has to be taken, and a lunch break must be taken after an employee has worked continuously for five (5) hours, that is an employee who commences duty at 8.00am must begin a lunch break not later than 1.00pm.

62.5. Rest Pauses

In accordance with the *Local Government Officers' Award 1998*, rest pauses of ten (10) minutes duration can be taken during the morning and afternoon periods. There is no requirement to sign off during these periods.

62.6. Rostered Days Off (RDO)

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

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

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

62.7. Temporary Suspension

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

62.8. Accrual of RDO's

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

62.9. Notification of Absence

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

Failure to notify of an absence on more than one occasion may result in:

- Disciplinary Action; and/or
- Exclusion from participation in the Nine (9) Day Fortnight..

62.10. Leave and Public Holidays

The following general conditions will apply with respect to all recreation, sick and carers leave and public holidays.

For the purpose of leave debits, the hours on the standard day rostered will be debited from leave accruals.

62.11. Sick Leave

Sick leave can only be taken during the specified nominal hours of duty on normal working days

If an officer is absent due to illness on any part of a day, the employee must apply for sick leave to bring their total hours for the day up to the hours on the standard day rostered.

62.12. Annual Leave, Long Service Leave and Leave Without Pay

Annual leave, long service leave and leave without pay must be applied for and approved in accordance with this agreement and/or award prior to the leave being taken.

During fortnights in which annual leave is taken, employees shall be entitled to take their RDO, with no reduction in annual leave credits.

Annual leave, long service leave and leave without pay can only be taken during the specified normal hours of duty on normal working days.

62.13. Overtime

Overtime is payable, only with prior approval from the relevant Manager/Supervisor/delegate, where the employee is specifically directed to work such time – as follows:-

- For all work outside the span of hours for the relevant work unit;
- For work performed in excess of the allocated hours set up to facilitate a nine (9) day fortnight, where the relevant Manager/Supervisor have authorised the employee to work overtime;
- For work performed outside nominal hours when the accrued RDO's of five (5) days would be exceeded;

Work on RDO's will be undertaken by:

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

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

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

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APPENDIX 4 – LAWA’S

Branch Libraries and Mobile Library LAWA

Local Laws LAWA

Bushcare and Extension Officers Local Area Work Agreement No. 1 2005

Mainland Waste Operations LAWA

Construction and External Maintenance Supervisors LAWA

Draft Copy

Signed for and on behalf of REDLAND CITY COUNCIL

Gary Stevenson PSM
Chief Executive Officer

Date: 18 August 2009

In the presence of

Peter Tragardh

Date: 18 August 2009

Name

Signed for and on behalf of the

QUEENSLAND SERVICES, INDUSTRIAL UNION OF EMPLOYEES

Ian Buckley

Date: 10 September 2009

In the presence of

Barbara Cochrane

Signed for and on behalf of the

THE ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS
and MANAGERS AUSTRALIA QUEENSLAND BRANCH UNION OF
EMPLOYEES

J. Yates

Date: 15 September 2009

In the presence of

Sue Wagner

Date: 15 September 2009

Draft Copy