

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Redland City Council Officers' Certified Agreement 2013

Matter No. CA/2013/191

Industrial Commissioner Fisher

14 November 2013

CERTIFICATE

This matter coming on for hearing before the Commission on 14 November 2013 the Commission certifies the following written agreement:

Redland City Council Officers' Certified Agreement 2013 - CA/2013/191

Made between:

Redland City Council;
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees; and
Queensland Services, Industrial Union of Employees.

The agreement was certified by the Commission on 14 November 2013 and shall operate from 14 November 2013 until its nominal expiry on 30 June 2016.

This agreement cancels *Redland City Council Officers' Certified Agreement 2 (2012) - (CA/2012/288)*.

By the Commission.

Industrial Commissioner Fisher

Redland City Council

Officers Certified Agreement

2013

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PART 1 - FORMALITIES

1. Title

- 1.1 This Agreement will be known as the Redland City Council Officers' Certified Agreement 2013, referred to as the "Agreement".
- 1.2 This document replaces the Redland City Council Officers' Certified Agreement 2 2012 in its entirety and from the date of operation, all other workplace agreements will cease to exist.

2. Parties

- 2.1 The parties to the Agreement are:
 - Redland City Council (RCC), ABN 86058929428;
 - Queensland Services Industrial Union of Employees (TSU), ABN 13540483194
 - The Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch Union of Employees (APESMA), ABN 99589872974

3. Application

- 3.1 The Agreement applies to:
 - a) Redland City Council (RCC);
 - b) Employees who are engaged under the classification system of the relevant Award;
 - c) The Union's signatory to this Agreement.

4. Exclusion

- 4.1 This Agreement shall apply to RCC and its employees whose classifications are specified within this Agreement. The provisions of this Agreement do not apply to the Chief Executive Officer, and those employees of RCC who are employed as Executive Officers. Executive Officers are senior employees who are employed on individual contracts of employment, and whose conditions of employment are entirely determined by those contracts and who are paid a salary higher than a level 8.5 of Appendix One.

5. Award Relationship

- 5.1 The Agreement is to be read and applied wholly in conjunction with the:
 - *Queensland Local Government Officers' Award 1998*;
 - *Family Leave Award 2012*.
- 5.2 Where there is any inconsistency between the Agreement and the Awards above, the Agreement will take precedence to the extent of the inconsistency.

6. Duration

- 6.1 This Agreement will have a nominal expiry date of 30 June 2016. This Agreement will continue in force after its nominal expiry date until such time as it is replaced or terminated by law.

7. Renegotiation

- 7.1 The parties agree to commence discussions for a replacement Agreement no later than six (6) months prior to the nominal expiry date of this Agreement.
- 7.2 The parties will aim to finalise the negotiations for a replacement Agreement one (1) month prior to the nominal expiry date.

8. Implementation

- 8.1 The implementation of the Agreement will be the responsibility of the Enterprise Bargaining Team (EBT) and the Executive Managers of RCC.

- 8.2 No employee will be disadvantaged by the implementation of the Agreement. Disadvantage is to be determined by considering the Agreement as a whole.

9. Objectives

- 9.1 The Agreement has been negotiated in accordance with RCC's continued commitment to collective bargaining for the life of this Agreement.
- 9.2 The Agreement reflects acknowledgement by the parties of their mutual obligation to actively support the objectives of RCC's Corporate Plan and embrace the vision, mission and principles of the plan. Achieving this mutual obligation directly benefits the community, RCC and employees.
- 9.3 The Agreement is to provide a framework for RCC to achieve ongoing productivity and efficiency gains and deliver quality services to the community.
- 9.4 RCC, Unions to the Agreement and employees will work together to identify, develop, monitor and implement improvements in the effectiveness, productivity and efficiency of the delivery of services.
- 9.5 RCC is committed to the implementation of effective communication to promote:
- information exchange throughout all levels of RCC; and
 - accountability for effective communication.

10. No Extra Claims

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

11. Displaying the Agreement

- 11.1 A copy of the Agreement will be placed in a conspicuous and convenient location on the premises of RCC so that it can be easily read by all employees.

PART 2 – DEFINITIONS

12. General Definitions

- 12.1 *Enterprise Bargaining Team (EBT)* – the group that will represent the parties in any negotiation for a Certified Agreement.
- 12.2.1 The EBT will consist of:
- RCC management representatives including at least two (2) Executive Managers, three (3) Senior Managers, and two (2) Human Resource Management Representatives;
 - 1 x TSU Organiser;
 - 1 x APESMA Organiser;
 - 2 x Union Employee Representatives per Union.
- 12.2 *Act* – *The Industrial Relations Act 1999 (Qld)*.
- 12.3 Relevant Awards – include:
- a) *Queensland Local Government Officers' Award 1998*;
 - b) *Family Leave Award 2012*.
- 12.4 *Ordinary Rate of Pay* – the rate of pay payable to an employee for his/her ordinary hours of work, but not including the following:
- a) incentive-based payments and bonuses;
 - b) loadings;
 - c) monetary allowances;

- d) overtime or penalty rates;
- e) any other separately identifiable amounts.

12.5 *Significant Effects* - include:

- a) termination of employment;
- b) major changes in the composition, operation or size of RCCs' workforce or in the skills required;
- c) the elimination or diminishing of job opportunities, promotion opportunities or job tenure;
- d) the alteration of hours of work;
- e) the need for retraining or transfer of employees to other work or locations; and
- f) the restructuring of jobs.

12.5.1 A significant effect does not include any matters referred to where the Award or Act makes provision and allows for that alteration. In this instance, the alteration is deemed to not have significant effect.

12.6 *Immediate Family* – include:

- spouse – including husband, wife, defacto spouse, former spouse, former defacto spouse or same sex spouse of the employee;
- child and adult child– including adopted child, foster child, ex-foster child, step-child, ex- nuptial child, surrogate child;
- mother, father;
- grandmother, grandfather, great grandmother, great grandfather, grandson, grand-daughter;
- brother, sister;
- Significant other – means a person with a sufficiently close personal relationship to the staff member which can include:
 - a) Step-mother, step-father;
 - b) parents-in-law;
 - c) brother-in-law, sister-in-law;
 - d) members of the extended family and/or community of Indigenous Australians of the staff member;
 - e) members of the extended family where there is a recognised cultural relationship to the staff member.
- The approval of any leave with respect to *significant other* is at the discretion of the manager/supervisor.

12.7 *Productivity* – is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness. Productivity gains may be in a variety of forms, which may include but not limited to:

- the provision of the same level and quality of services at a more efficient input;
- the provision of a greater level of customer service at the same or more efficient input;
- new sources of income, offsets and partnerships;
- the development of a capacity to provide increased services in those work units where growth is occurring;
- updated technology;
- any combination of the above.

12.8 *Executive Manager* – this is a management group which comprises of those employees who directly report to the CEO and also includes the CEO.

12.9 *Senior Manager* – this is a management group which comprises of those employees who report to the CEO, a General Manager, and also those employed on a common law contract who are not a member of the Executive Manager Group.

12.10 *Environmental Extension Officers* – employee based at Indigiscapes offering direct support and advice to the community for environmental projects on private and RCC land.

13. Definitions for Parental Leave

- 13.1 *Adoption leave* - short adoption leave or long adoption leave.
- 13.2 *Adoption agency* - any agency, body, office or court, authorised by a Commonwealth or State law to perform functions about adoption.
- 13.3 *Adoption order* - an adoption order under the *Adoption Act 2009* and includes an order that is taken under that Act to have the same effect as an adoption order.
- 13.4 *Child* – for the purposes of Parental Leave means:
- a) for maternity and spousal leave:
 - i. a child of an employee; or
 - ii. a child of an employee's spouse; and
 - iii. who is under 1 year of age; or
 - b) for adoption leave - a child who is under the age of five (5) years, but does not include a child who:
 - iv. has previously lived continuously with the employee for a period of at least 6 months; or
 - v. is the child or stepchild of the employee or employee's spouse; or
 - c) for surrogacy leave - a child born as a result of a surrogacy arrangement.
- 13.5 *Expected date of placement* – in relation to the adoption of a child by an employee, means the earlier of the following days:
- a) the expected day on which the employee first takes custody of the child for the adoption;
 - b) the expected day on which the employee starts any travel that is reasonably necessary to take custody of the child for the adoption.
- 13.6 *Intended parent* – for a surrogacy arrangement, is that defined by the *Surrogacy Act 2010, Section 9*.
- 13.7 *Long adoption leave* – leave taken by an employee to enable the employee to be the primary caregiver of an adopted child.
- 13.8 *Long parental leave* -
- a) for a pregnant employee-maternity leave; or
 - b) for an employee whose spouse gives birth - leave taken by the employee to enable the employee to be the child's primary caregiver.
- 13.9 *Long surrogacy leave* – leave taken by an employee to enable the employee to be the primary caregiver of a child born as a result of a surrogacy arrangement.
- 13.10 *Maternity leave* – leave that a pregnant employee takes:
- a) for the birth of her child; or
 - b) to enable her to be the child's primary caregiver.
- 13.11 *Parental leave* – long and short maternity leave, long and short spousal leave, long and short adoption leave or long or short surrogacy leave, but excludes special maternity, special adoption and special surrogacy leave.
- 13.12 *Primary care giver* – under the provisions of this Agreement for parental leave, means a person who assumes the principal role of providing care and attention to a child.
- 13.13 *Short adoption leave* – leave taken by an employee at the time of the placement of an adopted child of the employee's spouse.
- 13.14 *Short spousal leave* – leave taken by an employee, in connection with the birth of a child of the employee's spouse, at the time of:
- a) the birth of the child; or
 - b) the other termination of the pregnancy.

- 13.15 *Short surrogacy leave* – leave taken by an employee when a child born as a result of a surrogacy arrangement starts residing with the employee.
- 13.16 *Long term casual employee* – a casual employee engaged by RCC, on a regular and systematic basis, for several periods of employment during a period of at least one (1) year immediately before the employee seeks to access to parental leave.
- 13.17 *Short term casual employee* – a casual employee, other than a long term casual employee.
- 13.18 *Spouse* - includes a de facto spouse whether of the same sex as the employee or not, and includes a former spouse of the employee.
- 13.19 *Surrogacy arrangement* – see the *Surrogacy Act 2010 (Qld), Section 7*.
- 13.20 *Surrogacy leave* – long surrogacy leave or short surrogacy leave.

14. Definitions for Redundancy and Redeployment

- 14.1 *Business* – includes trade, process, business or occupation and includes part of any such business.
- 14.2 *Involuntary Retrenchment* – occurs where the redeployment period has expired and the affected employee has not been redeployed to an alternative position and whose employment is terminated.
- 14.3 *Redundancy* – occurs where RCC has made a definite decision that they no longer wish the job the employee has been doing, done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.
- 14.4 *Redeployment* – a process of placing employees in meaningful employment who have been displaced within RCC.
- 14.5 *Redeployment period* – is the six (6) month period from the date of the definite decision the position is no longer required by RCC. During this period the displaced employee (the ‘redeployee’) has the opportunity to be redeployed to alternative employment.
- 14.6 *Retraining* – includes an analysis of an employee’s current skills, knowledge and abilities for the purpose of providing reasonable learning opportunities to enhance or alter the skills of an employee to assist with the employee’s redeployment.
- 14.7 *Departure Package* – a separation payment which may be offered, to a displaced employee prior to, or during, the six (6) month redeployment period. This package will include:
- severance payment;
 - all statutory leave entitlements (employees will also be entitled to be paid out any Long Service Leave accumulated after five (5) years of continuous service);
 - all RDO or Flex day credits (as approved on flex sheets);
 - departure payment at the sole discretion of the CEO.
- 14.8 *Departure Payment* – this payment is an additional payment which may be offered to employees who accept the formal offer of a departure package within two weeks of the offer being made. This payment is at the sole discretion of the CEO and will not be offered or available in all cases. This payment is separate to the severance payment and other statutory payment obligations.
- 14.9 *Transmission* – includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

PART 3 – ORGANISATIONAL FLEXIBILITY

15. Workplace Change and Flexibility

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

16. Contractors

- 16.1 The parties recognise that RCC will require the use of Contractors to carry out RCC work. The parties also recognise that RCC wishes to preserve as many of the permanent positions that currently exist within RCC. RCC's permanent employees will always be given first preference to higher duties positions over Contractors, operations permitting.
- 16.2 Contractors will be used where the work volume is beyond the capacity of the resources of existing employees.
- 16.3 Contractors will be used where the type of work or specialisation required is beyond the capacity of RCC resources or existing employees.
- 16.4 Contractors will also be used in circumstances where it is more cost effective to deliver quality services.
- 16.5 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.

17. Shared Services

- 17.1 While it is not currently RCC's intention to engage in any shared resource, joint enterprise or shared service company arrangement, RCC reserves the right to make a determination regarding such arrangements. In the event that RCC does determine to engage in such an arrangement, the consultation process set out in Clause 18 will occur following such decision and prior to any implementation of such arrangements.

18. Notification of Change

- 18.1 Where RCC 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, RCC shall notify the employees who may be affected by the proposed changes and the relevant Union.
- 18.2 RCC shall discuss with the employees affected and the relevant Union:
- the introduction of the changes referred to in Clause 18.1;
 - 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;
- 18.3 The discussions shall commence as early as practicable after a definite decision has been made by RCC to make the changes referred to in Clause 18.1.
- 18.4 For the purposes of such discussion, RCC 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 affect employees.
- 18.5 RCC will not be required to disclose any information that is confidential or commercially sensitive or which would be detrimental to RCC's interests unless orders are made for such disclosure by a Court or Commission.

19. Joint Consultative Committee

- 19.1 In order to facilitate ongoing harmonious industrial relations, the parties to the Agreement will maintain a Joint Consultative Committee (JCC) comprising of Union representatives and management representatives in accordance with the JCC Charter developed by the JCC.

- 19.2 The group shall meet on an “as needs” basis but will schedule four (4) meetings per year to consider issues in accordance with the JCC. If there are no agenda items, by mutual agreement, the meeting will not be held.

20. Alternative employment arrangements

- 20.1 An alternative employment arrangement may be negotiated with an employee who receives a base salary which is greater than the amount shown in Appendix One of this Agreement for an employee at Level 8, Increment 5 of the relevant Award.
- 20.2 While the employee continues to be employed under this Agreement and relevant Award, any provisions as listed immediately below shall not apply to an employee on an alternative employment arrangement under this clause:
- a) hours of work /hours of duty;
 - b) wages/ ordinary rate of pay;
 - c) overtime and penalty rates;
 - d) classification or reclassification;
 - e) allowances;
 - f) redundancy /redeployment.
- 20.3 The conditions of employment and salary applicable to an employee on an alternative employment arrangement shall be negotiated individually and shall be entered into a written contract of employment. All other clauses in this Agreement other than those exempted above shall continue to apply.
- 20.4 This clause will only apply where the following conditions are met:
- a) a copy of the proposed contract is given to the employee or the person to be appointed as an employee within a reasonable time (preferably seven (7) days) prior to the contract being entered into by the employee or the appointee;
 - b) the contract is voluntarily entered into by the employee or the appointee; and
 - c) at the time it is agreed and/or renewed, the contract’s terms and conditions do not result, on balance, in a reduction in the overall terms and conditions of employment applicable to the employee if employed under the terms described in this Agreement.

PART 4 – WAGE RELATED MATTERS

21. Wage and Salary Increases

- 21.1 Effective from date of acceptance of this Agreement by employees or 1 July 2013, a 2.5% increase in base wages/salary.
- 21.2 Effective from 1 July 2014, a 2.5% increase in base wages/salary.
- 21.3 Effective from 1 July 2015, a 2.5% increase in base wages/salary.

22. Schedule of Wages

- 22.1 The minimum hourly and annual rate of salary payable to employees is set out in Appendix One of this Agreement.
- 22.2 The divisible factor used for calculating wages is 52.1786 weeks per year.
- 22.3 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 Wednesday on a fortnightly basis. Should the account details change for the depositing of wages it will be the responsibility of the employee to provide sufficient notice of the change of details to ensure that payments are able to be accurately transferred at all times.

23. Occupational Superannuation

- 23.1 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 the *Local Government Act 2009*.

24. Recovery of Overpayments

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

PART 5 – UNION DELEGATES AND MEMBERSHIP

25. Union Membership

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

26. Union Delegates

- 26.1 RCC acknowledges that Union delegates have a continuing role to play in the workplace. The existence of accredited union delegates is encouraged. RCC will not hinder accredited delegates in the reasonable and responsible performance of their duties, provided that prior permission from the delegate's manager/supervisor has been first obtained. The manager/ supervisor will not unreasonably withhold such request.
- 26.2 Union delegates will have access to the RCC email system, telephones (excluding mobile phones), printers and photocopiers in accordance with the RCC's *Employee Code of Conduct*, policies and/or guidelines, which can be considered to be reasonable and cost effective to RCC.
- 26.3 Global emails or intranet notices must have prior approval by an Executive Manager.
- 26.4 RCC will allow Union information to be available at the employee induction program under mutually agreed conditions.
- 26.5 Union delegates will have access to meeting rooms in RCC buildings, where prior approval has been sought to undertake meetings, investigate concerns or interview members. The use of meeting rooms and these activities will be undertaken with minimal disruption to normal operations.

27. Union Delegates Training Leave

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

28. Union Membership Fee Deduction

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

- 28.2 If RCC facilitated Union membership deduction is no longer permissible under legislation, RCC will provide those employees affected, in writing, eight (8) weeks' notice or the date stipulated in legislation to organise other payment methods.
- 28.3 RCC will cease RCC facilitated Union membership deductions from that date.

PART 6 – DISPUTE RESOLUTION

29. Dispute Resolution Procedure

- 29.1 In the event of any workplace dispute arising, work will continue as per usual. Where there are genuine matters of health and safety involved, alternative measures may need to be taken.
- 29.2 The Dispute Resolution Procedure to be followed:
- 29.2.1 Employee(s) who have a grievance or dispute are to advise their manager/supervisor (either verbally, in writing or email) of the grievance or dispute and the remedy sought as soon as possible. The manager/supervisor and the employee(s) involved are to attempt to resolve the matter in a reasonable time given the complexity of the issue;
 - 29.2.2 If the grievance or dispute relates to the manager/supervisor, then the matter can be addressed with the next manager/supervisor above the manager/supervisor defined in 29.2.1;
 - 29.2.3 If the grievance or dispute is unresolved in Clause 29.2.1 and Clause 29.2.2, the employee(s) can refer the grievance or dispute and the remedy sought to the relevant Senior Manager. This referral must be in writing. The relevant Senior Manager and employee(s) are to attempt to resolve the matter in a reasonable time given the complexity of the issue;
 - 29.2.4 If after Clause 29.2.2, the matter is unresolved, the employee(s) can refer the matter to the relevant Executive Manager for resolution. The Executive Manager will attempt to resolve the matter in a reasonable time given the complexity of the issue;
 - 29.2.5 If after Clause 29.2.4, 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 time given the complexity of the issue;
 - 29.2.6 If after Clause 29.2.2, the matter is unresolved and relates directly to the interpretation/implementation of the Certified Agreement, then the Executive Manager will convene a meeting of the JCC to resolve the matter, prior to moving to Clause 29.2.5.
- 29.3 At any stage of the procedure, an employee may seek the support of another person or Union representative.
- 29.4 Throughout all stages of the Procedure, all relevant facts shall be clearly identified and recorded.
- 29.5 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, a RCC appointed investigator will finalise the investigation and provide advice in a timely manner taking into consideration the scope of the investigation.
- 29.6 Where the issue cannot be resolved, either party may approach the relevant Commission for conciliation in the first instance and arbitration if necessary. Any arbitrated decision shall be binding on the parties.

PART 7 – EMPLOYMENT RELATIONSHIP

30. Full time

- 30.1 Full time employment means employment which requires the employee to work 36.25 ordinary hours per week or such ordinary hours.

31. Part time

- 31.1 Part time employment means employment for less than 36.25 ordinary hours per week.
- 31.2 All entitlements are paid on a pro-rata basis for part time employees.

- 31.3 RCC and the employee will agree in writing on an initial systematic pattern of work relevant to the position at the time of engagement. The pattern of work can be changed by mutual agreement for either long or short term arrangement(s).
- 31.4 Where the employee has initiated a change to their pattern of work including an increase in hours, and RCC agrees, the additional hours worked will be paid at the ordinary rate of pay.
- 31.5 Where RCC directs the employee to temporarily work additional hours above their agreed to pattern, the employee will be entitled to overtime payment.
- 31.6 Job share arrangements can be conducted using part time employment.
- 31.7 Where a public holiday falls on a day upon which a part-time employee is normally engaged, that employee shall be paid their ordinary time rate of pay for the number of hours normally rostered to be worked on that day. Where the employee works on the holiday, the employee shall be paid public holiday rates in accordance with the provisions of the relevant Award relevant to the work being performed.

32. Casual

- 32.1 Casual employee shall mean an employee engaged and paid by RCC, who is employed on an hourly basis, and whose employment is subject to termination at any time without notice subject to payment of the minimum engagement period.
- 32.2 The ordinary hours of duty of casual employees will be a maximum of 36.25 hours per week or 7 hours and 15 minutes per day. These ordinary hours shall be worked between the hours of 6.00am and 9.30pm Mondays to Fridays, both days inclusive; and between the hours of 6.00am and 12.00 noon on Saturdays.
- 32.3 Casual employee shall be provided with a minimum period of three hours work on each engagement or be paid for a minimum of three hours at the appropriate casual rate.
- 32.4 Provided that full-time students engaged as casuels in libraries shall be provided with a minimum period of two hours work on each engagement or be paid a minimum of two hours at the appropriate casual rate.
- 32.5 The ordinary hourly rate of pay of casual employees will be ascertained by dividing the annual salary for the classification in which the employee is employed by 52.1786, dividing the resultant answer by 36 hours and 15 minutes and adding the following loadings:
- a. For all ordinary time worked between
 - 6.00am and 6.00pm Mon-Fri (both inclusive) - 25%
 - 6.00pm and 9.30pm Mon-Fri (both inclusive) - 31%
 - 6.00am and 12 noon Saturdays – 31%
- 32.6 All time worked by a casual employee outside or in excess of the ordinary hours of duty prescribed by subclause 32.2 above shall be deemed overtime, and be paid for at the rate of time and a- half on Mondays to Fridays, and double time on Saturdays and Sundays.

33. Casual Conversion

- 33.1 This provision shall apply to a casual employee who has been engaged to work a sequence of periods of employment during a period of 6 months.
- 33.2 A casual employee who has been engaged in accordance with subclause 32.1 shall, at the completion of 6 months service, have a right to elect to have their employment converted to full-time or part-time employment if it could be reasonably expected that their employment is to continue. The employer shall advise the officer in writing of their right to elect to have their employment converted to full-time or part-time employment. The employee retains his or her right of election under this clause if the employer fails to comply with this subclause.
- 33.3 An employee who elects to convert shall be employed as either a part-time or full time employee according to the pattern of ordinary hours worked in the preceding 6 months period or otherwise by mutual agreement in writing.
- 33.4 An employee must not be engaged and re-engaged to avoid any obligation under this agreement.

34. Flexible Working Arrangements

- 34.1 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/supervisor 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 cooperation between employees and management in planning working time.

35. Flex Time

- 35.1 The full terms and conditions of the Flex Time provisions are detailed in Appendix Two.

36. Special Working Arrangement

- 36.1 Special Working Arrangements, such as those which would allow an employee to work standard hours (not flex time), may be entered into by the agreement in the following two (2) circumstances:
- 34.1.1 The Senior Manager/delegate may require a special working arrangement for either an individual or team, in order to meet the efficient operation of RCC's business; such an arrangement may be on a permanent basis or alternatively for a specific period; or
 - 34.1.2 An employee may require a special working arrangement in order to better accommodate for their personal commitments, work/life balance and/or to facilitate a transition to retirement; such an arrangement may be on a permanent basis or alternatively for a specified period. This arrangement must not interrupt the maintenance of acceptable workflows
- 36.2 Any arrangement shall be by agreement in writing between the Executive Manager and employee(s) and must not, on balance, disadvantage the employee in relation to their overall terms and conditions of employment. The agreement must contain:
- weeks to be worked over the period;
 - minimum ordinary hours per week;
 - days on which the work is to be performed including the daily starting and finishing times;
 - a duty statement for the period; and
 - RCC's ability to reserve the right to cease the arrangement whereby the arrangement interrupts or prevents the efficient provision of RCC operations, workflows and/or productivity. In this instance, the employee will not, on balance be at a disadvantage in relation to their overall terms of conditions of employment that were in place prior to the agreement.
- 36.3 RCC acknowledge that at the time of this Agreement, some teams have entered into a nine (9) day fortnight working arrangement. This arrangement has a nominal requirement for employees to work 72 hours and 30 minutes during a settlement period, defined as a fortnight. A roster is drawn up, in consultation with employees, and provided to Payroll. This roster defines a work pattern that enables employees to have one (1) working day off a fortnight, without the overall reduction of productive working hours. The teams, at the time of Agreement with this working arrangement include:
- Local Laws Unit;
 - Animal Management Unit;
 - Facilities Services Unit;
 - Health and Environment Unit;
 - Survey Services Unit;
 - Plumbing Services Unit.

37. Make-up Time

- 37.1 Make-up time allows full and part time employees who are not working under the flex system to take time off during ordinary hours and work those hours at a later time, during the spread of ordinary hours and at ordinary rates. On sporadic, special occasions, in emergency situations, with mutual agreement between the employee and their manager/supervisor, an employee may request, with the consent of their manager/supervisor, to work "make-up time", under which the employee takes time off ordinary hours, and

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

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

38. Breaks and Rest Pauses

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

39. Probation Period

- 39.1 On initial appointment to RCC, 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.
- 39.2 Absence due to leave during the probation period may affect the manager/supervisor’s ability to make a decision about work performance due to insufficient evidence, and in these circumstances an extension of the probation period may be requested by RCC. 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 Executive Manager.
- 39.3 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 Executive Manager.

40. Termination of Employment

- 40.1 An employee is to provide RCC a minimum two (2) weeks’ notice of termination of employment.
- 40.2 If an employee fails to give two (2) weeks’ notice of termination, RCC has the right to withhold monies in lieu of any un-worked notice period.
- 40.3 RCC is to provide an employee the follow notice of termination periods or payment in lieu of notice periods.

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

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

41. Absent Without Leave

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

42. Workplace Health and Safety

- 42.1 RCC is committed to safety in the way we conduct our business.
- 42.2 RCC will continue to promote and involve employees in developing safe, healthy and fair workplaces.
- 42.3 RCC is committed to understanding all contributing factors that impede or assist the achievement of safety, allocating resources to address these issues and improving key business processes.
- 42.4 RCC will continue to reduce the number and severity of workplace injuries by embedding the Workplace Health and Safety (WH&S) Framework, which will encourage an attitude of 'safety' and safe working behaviours at all levels.
- 42.5 RCC managers/supervisors and employees will:
- undertake hazard identification and risk assessment;
 - implement and review control processes;
 - investigate all work-caused incidents (including near misses), record and report all investigations and action/s taken;
 - allocate resources, improve work processes, provide and participate in relevant WH&S training.
 - ensure that all Personal Protective Equipment (PPE) is worn at all times.
- 42.6 RCC is committed to encouraging and promoting an active and healthy workforce.

43. Learning and Career development

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

44. Performance Appraisal System

- 44.1 Performance Appraisal focuses on improving capabilities and productivity of individuals and teams. The development, implementation and/or continuous improvement of Performance Management systems will be an ongoing collaboration and consultation between management, employees, and the unions.
- 44.2 RCC will introduce a common date approach to Performance Appraisals in which all Performance Appraisals will occur across RCC during the month of March. This will assist with the planning and budgeting cycles at RCC.

45. Classification / Reclassification Process

- 45.1 Employees will be classified in accordance with the classification definitions contained in the relevant Award. RCC will ensure that each position has a written job description available, detailing the duties that the incumbent of the position is required to undertake.
- 45.2 Employees may make applications for reclassification of positions on a twice-yearly basis. Employees may submit *Requests for Reclassification form* by 31 May or by 30 November each year for consideration and RCC will provide a decision within twelve 12 weeks of those dates. Whilst requests for reclassification may be submitted at any time, unless exceptional circumstances exist (such as substantial change or restructuring of the position), consideration of the request will not occur until the next round of the reclassifications cycle.
- 45.3 Managers/supervisors can request a reclassification and evaluation of a position at any time where there has been a RCC directed change in the design of the position and/or organisational restructure.

- 45.4 Reclassifications are based on the evaluation of the duties, responsibilities and skills required to perform the inherent requirements of the role, and not necessarily the capabilities of the person filling the position.
- 45.5 Generally a position may be reviewed for reclassification if the duties, responsibilities and/or skills required to perform the role have increased, require greater complexity or have significantly changed.
- 45.6 Employees shall be given a written response to their request, including reasons where a request for reclassification to a higher level has been refused.
- 45.7 An employee may dispute the classification determined by RCC. Any disputes that are initiated regarding classification shall be dealt with in accordance with the dispute resolution procedure of this Agreement.
- 45.8 A position reclassification application will only be assessed once per year, when the request has been received from the employee.
- 45.9 Any position reclassification will not result in a reduction of pay for existing employees. This provision does not apply where a position reclassification has resulted from disciplinary or performance management action.
- 45.10 If a position has been reclassified one (1) level higher, the employee will automatically progress with the position to the higher level, without triggering redeployment and/or redundancy. This position cannot be requested to be reclassified by the employee for a two (2) year period from the date of the level increase.
- 45.11 If a position has been reclassified two (2) or more levels, the *Redundancy, and Redeployment* provision within Clause 47 will be triggered.
- 45.12 The reclassified position will be advertised internally, in the first instance:
- a) suitable redeployees will not automatically be placed in the reclassified position;
 - b) if the employee of the reclassified position is the only person who applies, and is suitable for appointment (ie. has been assessed by a selection panel to meet the selection criteria, and has demonstrated capability to perform all the responsibilities of the reclassified role), they will be appointed without having to go through a full interview process and referee check.

46. Recruitment

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

47. Workcover

- 47.1 When an employee is on a workcover/rehabilitation or return to work program, he/she will not be entitled to work under the flex time system, nine (9) day fortnight roster, on-call roster or overtime. When the employee has completed the return to work program and can resume normal duties/hours, they may be rostered back onto the relevant flexible working arrangement, on-call roster or overtime.

48. Redundancy and Redeployment

- 48.1 Objectives:
- a) to maintain, wherever possible, employees whose positions have become redundant in continued employment within RCC;
 - b) to make reasonable attempts to retrain and redeploy employees whose positions have become redundant;

- c) to pay monetary compensation to those employees whose positions have become redundant and who have not been redeployed and whose employment is to be terminated in accordance with the terms of this clause;
- d) to assist employees whose positions have become redundant to find suitable ongoing employment; and
- e) to utilise forced redundancies only as a last resort.

48.2 Employees exempted

This clause does not apply to:

- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary employees;
- apprentices;
- trainees;
- employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

48.3 Notification of Redundancy

RCC acknowledges the notification of change requirements (see Clause 18 of this Agreement) also apply to redundancy situations. Consequently, where a definite decision has been made that RCC has no need for work to be done by a RCC employee, RCC shall, at the earliest practicable time, notify the employees who may be affected by the changes and the Union.

48.4 Redundancy Procedure

The following steps outline the procedure in summary:

- a) a redundancy decision is taken (see above);
- b) the employee may be offered a departure package;
- c) if no offer of a departure package is made the employee will become a redeployee (see above) and a redeployment program will be put in place;
- d) if the employee declines an offer of a departure package that is made to them, then the employee will become a redeployee (see above) and participate in the six (6) month redeployment period;
- e) if the six (6) month redeployment period concludes without the employee being placed in a suitable position at the employee's substantive classification level or, by agreement to a lower classification level, then the employee can be retrenched and will be paid the severance entitlement contained within this clause.

48.5 Redeployment:

Redeployment is a process of placing employees in meaningful employment who have been displaced within RCC. Where a person who is displaced is made a redeployee, the following steps apply:

- a) During the redeployment period RCC and the displaced employee must engage in activities that will maximise the opportunities for the displaced employee to be placed in substantive employment.
- b) RCC will provide appropriate and reasonable retraining opportunities, provide each redeployee with a case manager and ensure displaced employees have reasonable access to job vacancy details. RCC will consider the suitability of redeployees for vacancies at their substantive level prior to advertising all positions.
- c) The redeployee, in consultation with their manager/supervisor, must complete a *Redeployment Agreement* and an *Action Plan* for the redeployment period. The *Redeployment Agreement* commits the redeployee to actively participate in appropriate retraining and applying for appropriate roles. The *Action Plan* outlines the tasks that the manager/supervisor and redeployee will undertake to find suitable alternative employment. The manager must ensure that the employee is provided with reasonable resources, support and training to enable employment transitions.
- d) Retraining must be oriented towards existing or anticipated realistic employment opportunities and linked to the *Action Plan*.

- e) Displaced employees must participate actively in the redeployment process by making themselves available to be considered for vacancies, accepting reasonable redeployment and retraining opportunities and being pro-active in searching and applying for jobs.
- f) During the redeployment period a displaced employee may be placed (transferred, redeployed or seconded) to a vacancy without the position being advertised. A displaced employee can be placed into an internal vacancy at their substantive classification level or one (1) level below their substantive classification level, RCC will:
 - g) consider the displaced employee before other applicants;
 - i. assess the employee's suitability for the position solely in relation to their capacity to meet the selection criteria and not on the basis of relative merit;
 - ii. if the employee is deemed suitable, appoint the employee to the position; and
 - h) provide feedback to the employee upon request.
 - i) If there is more than one (1) suitable redeployee for a position vacant, a merit based process is to be undertaken to select the most suitable redeployee.
 - j) If the vacancy is more than one (1) classification level below their substantive classification level, clause 48.6 applies.

48.6 Transfer to lower classification:

- a) Where an employee is transferred to a position which is one (1) classification level lower than the employee's former classification due to redeployment, the employee's former rate of pay will be maintained until such time as the lower classification rate of pay is equal to the employee's former rate of pay. The maintenance of the former rate of pay will not include any incremental increases or wage increase.
- b) If an employee requests and/or agrees to be transferred to a position which is more than one (1) classification level lower due to redeployment, the employee will not be entitled to salary maintenance, and will receive the rate of pay of the lower position from the date of transfer.
- c) At the end of the six (6) month redeployment period, if the employee is not offered a position at his/her former classification, the employee will be eligible for a departure package in accordance with clause 48.8 , unless the employee then elects to accept any offer that may be made to transfer to a lower paid position.

48.7 Retrenchment

- a) Where a suitable alternative position cannot be found within the six (6) month redeployment period, the redeployee may be retrenched. However, prior to any decision being taken to retrench an employee, RCC will meet with the affected employee to discuss the redeployment process. Retrenchment will result in the payment of a severance package. Retrenchment may be voluntary or involuntary.
- b) Involuntary retrenchments will occur only a last resort.
- c) Unless otherwise approved by the CEO, any employee who receives a severance payment due to redundancy cannot be reemployed by RCC for at least twelve (12) months, in any form.

48.8 Severance pay

Where an employee is retrenched or accepts a departure package, the employee will be entitled to a payment equal to the employee's ordinary rate of pay at the date of notification, of two (2) weeks for each year of service.

However the employee:

- a) must receive an amount equal to the employee's ordinary rate of pay for four (4) weeks; but
- b) must not receive an amount more than the employee's ordinary rate of pay for fifty-two (52) weeks.
- c) An ordinary rate of pay for severance pay purposes is defined in clause 12.4.

- d) For employees who have had mixed tenure (part time/ full time) at RCC, the severance payment will be based upon the actual agreed to work pattern at the date of notification.

48.9 Departure payment

If the employee accepts in writing, a formal offer of a departure package within two (2) weeks or fourteen (14) calendar days of the offer being made, the employee maybe also entitled to a further departure payment to be determined by the CEO. This offer of this departure payment is at the sole discretion of the CEO and will not be available in all cases.

48.10 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in clause 40. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with RCC until the expiry of the notice, but will not be entitled to payment in lieu of notice.

48.11 Job search entitlement

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

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

48.12 Financial Advice entitlement

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

48.13 Transmission of business

The provisions of clause 48 are not applicable where a business is before or after the date of this Agreement, transmitted from one employer (in this sub-clause called the transmittor) to another employer (in this sub-clause called the transmittee), in any of the following circumstances:

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

PART 8 - ALLOWANCES

On-call, Remote Technology and Call-out Allowances

49. On-call Allowance

- 49.1 RCC may require an employee to be on-call, or to perform emergency work outside of the employee's agreed scheduled ordinary working hours. Employees' on-call are required to hold themselves available to perform emergency work if required by RCC.
- 49.2 Where RCC requires the employee to be on-call and be readily available and accessible (both physically and/or by telecommunications as appropriate) to perform emergency work, an allowance at the rate \$40.00 per day for each day the employee is on-call shall be paid.

- 49.3 To be eligible for the allowance, the employee must have been instructed to be available for work, be readily accessible (within a half an hour radius of RCC place of employment) and in a fit state if called upon to perform work. The mere provision of electronic means for contact or to perform work remotely does not in itself justify entitlements to the allowance.
- 49.4 On-call employees will be provided appropriate resources to undertake their duties. Assignment of employees to on-call duties will be undertaken on a consultative basis between management and employees, having due regard to principles of reasonable direction, employee well-being, and equitable distribution of on-call duties.
- 49.5 When an employee is required to be on-call on any gazetted public holiday, an employee shall have one stand-by day added to the employee's balance for each public holiday on which the employee is required to remain on-call.
- 49.6 If an employee is on sick leave, annual leave, long service leave or an RDO/Flex Day, they are ineligible to be rostered on-call and will not receive payment of this allowance.
- 49.7 If an employee is on sick leave, they must notify their manager/ supervisor as soon as practicable, so that the on-call roster can be managed.
- 49.8 For the purposes of Clause 49, 50 and 51, emergency work occurs when urgent work is required to be done which cannot wait until the next business day. Emergency work is therefore associated with an emergency call-out (whether performed from home or at a workplace) and includes duties reasonably associated with that callout.

50. Remote Technology Allowance

- 50.1 On-call employees required to respond or undertake emergency work for RCC via telephone or computer (and not required to personally attend on site to a call-out) will be paid a minimum of one (1) hour at the applicable 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.
- 50.2 Logs must be maintained by the on-call employee and must contain;
- date;
 - start and finish time of Remote emergency work undertaken; and
 - description of work undertaken.
- 50.3 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.

51. Call-Out Payment

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

52. Standby Allowance for Bushfire and Storm Response

- 52.1 During the bushfire and storm season, RCC may require employees to be on standby for bushfire and storm response.
- 52.2 Employees shall be paid an allowance of \$40.00 per day upon which the employee is required to be on-call for bushfire or storm response. In the case of a public holiday falling on the Friday and/or the Monday,

employees on standby for Bushfire response will be paid an additional \$40.00 per day for each public holiday.

53. First Aid Allowance

- 53.1 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 in accordance with the *Queensland Local Government Employees (excluding Brisbane City Council) Award 2003*, if the officer is appointed by RCC to perform first aid duty.

PART 9 – HOURS OF WORK

54. Hours of work

- 54.1 The hours of work shall be 36.25 hours per week or 7 hours 15 mins per day to be worked Monday to Friday inclusive between the hours of 6.00am to 6.00pm.

55. Weekend Work

- 55.1 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.
- 55.2 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.
- 55.3 Where an employee agrees to alter the spread of days for the ordinary hours of work (eg any five (5) days in seven (7)), RCC shall pay a weekend penalty rate of time and a-half for all ordinary hours worked on a Saturday, and double time for all hours worked on a Sunday.
- 55.4 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 RCC shall not be liable for the weekend penalty rates.
- 55.5 This clause applies to all employees whether full time or part time.

56. Workcover

- 56.1 When an employee is on a workcover/ rehabilitation or return to work program, he/she may not be entitled to work under flex time arrangement, nine (9) day fortnight arrangements, on-call roster or overtime. When the employee has completed the return to work program and can resume normal duties/hours, they may return to their respective rostered work arrangements, on-call roster or overtime.

PART 10 – SPECIAL EMPLOYMENT ARRANGEMENTS

57. External Construction and Maintenance Supervisors

The following special employment arrangements apply only to the External Construction and Maintenance Supervisors.

57.1 Hours of Work

57.2.1 Band Width

- 6.00am to 6.00pm Monday to Friday.
- 7.00am to 4.30pm Saturday and Sunday.

57.2.2 Work performed on a Saturday and/or Sunday by these employees as part of the 80.5 hour fortnight, shall be paid at time and a-half for Saturday and double time for Sunday.

57.2.3 The nominal requirement to work 80.5 hours per fortnight.

57.2.4 This employee's will operate under a nine day fortnight RDO system. All employees must work an allotted amount of extra time each day over and above the 7.6 hours to allow for an RDO each fortnight, and the standard day will be 9 or 8.5 hours depending upon the roster.

57.2.5 Up to five (5) RDO's may be banked subject to mutual agreement between the officer concerned and the manager.

- 57.2.6 The RDO's will predominately be taken on either a Monday or a Friday.
- 57.2.7 Work on Saturdays and Sundays will be undertaken by:
- a. Firstly, sourcing volunteers within the workgroup/team/area;
 - b. Secondly, sourcing other volunteer replacement employees to ensure that the work is completed i.e. if one or more members of the workgroup does not wish to work, then the manager is to source replacement employees;
 - c. Finally, by the manager providing seven (7) days notice to the employees concerned, and this occurring after consultation with the employee/s and consideration of their personal and family commitments.
- 57.2.8 The approval of the manager/supervisor is required to work in excess of the normal daily working hours.

57.2 Construction Allowance

- 57.2.1 The parties agree that clause 13.2.1 of the *Queensland Local Government Officers' Award 1998* shall be compensated by this clause and no other recompense shall occur from any claim arising from any employee under this Special Employment Arrangement.
- 57.2.2 RCC agrees to annualise clause 13.2.1 of the *Queensland Local Government Officers' Award 1998* by adding an additional 1.5% to these officers gross annual yearly rate of pay.

57.3 Annualisation of Systematic Overtime

- 52.3.1 RCC agrees to pay a loading of 9.3% in addition to these employees gross annual yearly rate of pay in order to compensate for the extra 30 minutes per day of overtime required to supervise their work group or team/s.

57.4 Supervisors of 38 hour a week employees

- 52.4.1 Where an employee directly supervises employees working a 38 hours week, and is required to be in attendance for that span of hours, the employee shall be paid an additional 4.827% loading in addition to their gross annual rate of pay in order to compensate for the extra 1.75 hours per week that has to worked.

58. Bushcare and Extension Officers

Only those employees of Environmental Education Centre employed as Environmental Extension Officers based at Indigiscapes' are covered by this special arrangement.

58.1 Band widths

- Span of hours shall be 6.00am to 10.00pm - Monday to Sunday. The roster will be any 5 (five) days in 7 (seven) work pattern.
- Ordinary time worked Saturday shall be paid at time and a-half and Sunday workings shall be paid at double time.

58.2 Roster changes

- 58.2.1 Rosters and workings may be altered by 1 day (24 hour) notice by either party to accommodate the needs of public groups or the business.

58.3 Allowances

- 53.3.1 The shifts that require an Officer to work beyond the normal 6.00 pm ceasing time to complete a standard day shall be paid an additional 15% loading for the irregular hours worked paid for the entire shift worked.

59. Library Services

- 59.1 There are no core hours. Library employees shall work on a rotating roster basis with the minimum frequency of this roster being two (2) weeks. This frequency shall be determined following consultation between the manager and the employees involved.

59.2 Hours of Work

- The ordinary hours of work shall be worked within five (5) consecutive days in the week.
- This will occur, except when there is a change in the roster.

59.3 Band Width

- 6.00am to 6.00pm Monday to Friday;
- 8.00am to 4:30pm Saturdays.

Except as below:

- Cleveland Library – 6.00am to 8.00pm Wednesday and Thursday;
- Capalaba and Victoria Point Libraries – 6.00am to 8.00pm Thursday.

59.4 The nominal requirement to work 72.5 hours per fortnight and the standard day will remain at 7 hours and 15 minutes.

59.5 Work on Saturdays will be undertaken by the manager/supervisor providing seven (7) days notice to the employees concerned, and this occurring after consultation with the employee/s concerned and consideration of their personal and family commitments.

59.6 All library employees shall receive a shift premium of:

59.6.1.1 15% for shifts that finish after 6.00pm and before 8.00pm; or

59.6.1.2 15% for shifts that finish on or after 8.00pm or commence before 6.00am.

59.6.1.3 For all work performed on a Saturday as part of their normal 36.25 hour week, employees will be paid time and a-half.

59.7 Casual Rates

All casuals shall be paid a loading over and above the usual hourly rate applicable to the classification level as per the *Queensland Local Government Officers' Award 1998*:

- 6.00am to 6.00pm Monday to Friday – 25%;
- 6.00pm to 9.30pm Monday to Friday – 31%;
- 6.00am to 12 noon Saturday – 31%;
- Past 12 noon on Saturdays – 131%;
- Sundays – 131%.

PART 11 - OVERTIME

60. Time Off In Lieu Of Overtime

60.1 Overtime can only be worked with approval by your manager/supervisor.

60.2 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.

60.3 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).

60.4 Managers/supervisors are responsible for managing TOIL in their own work areas.

60.5 The maximum amount of TOIL that can be accrued in a pay period (fortnight) is one (1) day.

60.6 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.

60.7 The taking of TOIL will be by agreement between the employee and the Manager/supervisor.

60.8 Under normal circumstances, the request by the employee to take TOIL is to be made in advance as follows:

- a) not less than three (3) working days in advance for TOIL periods of less than one (1) day;
- b) not less than five (5) working days in advance for TOIL periods of one (1) or more days.

61. Ten (10) hour break after overtime

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

PART 12 - LEAVE

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

62. Annual Leave

- 62.1 Full time employees are entitled to four (4) weeks paid annual leave and four (4) weeks leave loading of 17.5% that will accrue pro-rata commencing from the employee's initial commencement date.
- 62.2 Part time employees will receive a pro-rata entitlement based on the average number of weekly hours worked over the accrual period.
- 62.3 Annual leave shall be exclusive of any statutory holiday occurring during that period of that annual leave.
- 62.4 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.
- 62.5 Employees will be required to provide RCC with at least four (4) weeks written notice of their intention to take annual leave unless otherwise agreed. RCC will attempt to comply with an employee's request for annual leave and where mutual agreement cannot be gained or operational requirements dictate, RCC may refuse to grant the request for annual leave.
- 62.6 Where an employee accrues in excess of eight (8) weeks of annual leave, RCC can direct the employee to take such leave on the provision of four (4) weeks' notice.
- 62.7 Where an employee has accrued an excessive amount of annual leave being greater than eight (8) weeks of entitlements the employee shall be required to participate in a leave reduction scheme. Such scheme shall require the employee to reduce their accrued bank of annual leave over an agreed period of time.

63. Re-crediting of Annual Leave

- 63.1 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.
- 63.2 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.

64. Purchased Leave Scheme

- 64.1 All permanent employees and employees who have a temporary contract of 2 years or more, and who have passed their probation may participate in the *Purchased Leave Scheme*.
- 64.2 Employees may acquire an additional one (1), two (2), three (3) or four (4) weeks' paid leave each year (based on 36.25 hours per week for full time employees) in return for a pro rata reduction in their ordinary rate of pay.
- 64.3 Leave will be “purchased” by fortnightly deductions over a maximum of twenty six (26) pay periods.
- 64.4 Employees with a current annual leave balance of 8 (eight) weeks or greater will not be eligible to participate in this scheme.
- 64.5 Executive Managers may approve an employee's request to purchase leave where their annual leave balance exceeds 8 (eight) weeks. This purchased leave must be for approved absences and assessed on a case by case basis. The approval of the additional leave will be subject to an agreement on when this additional leave can be taken.
- 64.6 Purchased Leave will count as service for all purposes.
- 64.7 The minimum period of Purchased Leave that can be taken will be one (1) week and may be taken in conjunction with other forms of leave.
- 64.8 All purchased leave balances will need to be exhausted before any type of leave without pay will be approved.
- 64.9 Approval of applications to utilise Purchased Leave can be made by the employee once per year – by end of February and will be subject to operational requirements. The application of Purchased Leave in February will be applicable for purchase leave taken in the following financial year.
- 64.10 Once a period of Purchased Leave has been approved, the leave must be taken within one year of its accrual. If leave is not taken in that time, the balance of such leave credits will be paid out at the ordinary rate of pay that was applicable to the employee on the last day of the actual year of accrual.
- 64.11 An employee who ceases employment with RCC for any reason will receive payment in lieu of any unused Purchased Leave credits.

65. Sick Leave

- 65.1 Full time and regular part time employees (on a pro rata basis) shall be entitled to accumulate fifteen (15) days of sick leave per twelve (12) months of service.
- 65.2 Employees may take accumulated sick leave accruals on a pro rata basis in the first twelve (12) months.
- 65.3 Sick leave will accrue on a daily basis.
- 65.4 Medical evidence will only be required for consecutive absences of more than two (2) days.
- 65.5 Any employee, being performance managed for excessive absences, shall be required to produce a medical certificate, for each day of sick leave taken.
- 65.6 Medical evidence is defined as:
 - A certificate provided by a registered medical practitioner, dentist, optometrist, radiographer, physiotherapist, chiropractor, specialist treating doctor or podiatrist.
- 65.7 There shall be no cap on the amount of sick leave days, which may be accumulated.
- 65.8 Sick leave days accumulated will not be paid out on separation.
- 65.9 An employee who falls ill/ sick on a RDO or Flex Day will not receive any further day off-in lieu.

66. Unpaid Sick Leave Entitlement

- 66.1 Where an employee has exhausted paid sick leave entitlements, they may take unpaid sick leave with the approval and agreement of their Manager/Supervisor, for a maximum of thirty (30) days in any twelve (12) month period. Approval of any sick leave without pay applications in excess of thirty (30) days in any twelve (12) months, may only be approved after all other leave entitlements have been exhausted.

- 66.2 The Manager/Supervisor and the employee shall agree upon the period of unpaid leave, with the approval being subject to evidence from a medical practitioner, is required for all periods of unpaid sick leave.

67. Carer's Leave

- 67.1 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.
- 67.2 Medical evidence will only be required for consecutive absences of more than two (2) days.
- 67.3 If an employee is being performance managed for excessive absences, the employee shall be required to produce medical evidence for each period of carer's leave taken.
- 67.4 Full time and part time employees (on a pro rata basis) shall be entitled to use any sick leave entitlement which has accrued after 9 June 1995, to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.
- 67.5 Carer's leave may be taken for part of a single day.
- 67.6 Casual employees shall be entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are:
- Sick and require care and support; or
 - require care due to an unexpected Emergency with the approval of their Manager/Supervisor.
- 67.7 The Manager/Supervisor and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to forty eight (48) hours (i.e. two (2) days) per occasion.
- 67.8 The casual employee is not entitled to any payment for the period of non-attendance.

68. Unpaid Carer's Leave Entitlement

- 68.1 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.
- 68.2 The Manager/Supervisor and the employee shall agree upon the period of unpaid leave. In the absence of agreement, the employee is entitled to take up to two (2) days of unpaid leave per occasion.

69. Bereavement Leave

- 69.1 Full-time and part time employees are entitled to up to two (2) days bereavement leave on each occasion and on production of satisfactory evidence (if required by RCC) of the death of either a member of the employee's immediate family or household.
- 69.2 Part time employees will only be entitled to the leave where the employee would have normally worked on any or all of the two (2) working days following the death.
- 69.3 Casual employees are entitled to not be available to attend work for a period of the two (2) days on each occasion. A casual employee is not entitled to any payment for the period of non attendance.
- 69.4 Additional bereavement leave days required for deaths outside South east Queensland (including interstate and overseas) may be requested by the employee. Approval of additional days will be at the discretion of the Executive Manager and assessed case by case.

70. Long Service Leave

- 70.1 Long Service Leave (LSL) enables employees to take an extended absence from RCC. All RCC employees are entitled to nine point one (9.1) weeks Long Service Leave after seven (7) years service.
- 70.2 Granting of LSL is subject to operational requirements of the RCC.
- 70.3 For all other purposes and provisions, the accrual and use of LSL is governed by this agreement, the relevant Award(s) and the Act.

71. Accrual of Long Service Leave

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

71.2 On taking LSL, employees may elect to be paid as follows:

- a) pro-rata entitlement at normal pay after seven (7) years; or
- b) pro-rata entitlement at half pay after seven (7) years; or
- c) long service leave can be taken in broken periods.

71.3 The minimum period that can be taken for Long Service Leave is one (1) week at normal pay or minimum of two (2) weeks at half pay.

72. Public Holidays during Long Service Leave at Half Pay

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

73. Jury Duty

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

74. Sporting Leave

74.1 The parties agree that at the discretion of the Executive Manager, RCC employees competing for either Australia or Queensland may be granted paid Sporting Leave, under the following criteria:

- a) Accepted as being a sport by the Australian Sports Commission; or
- b) Recognised at the Olympic or Commonwealth Game; or
- c) 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

74.2 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.

75. Emergency Service Leave

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

76. Paid Maternity Leave

76.1 This paid leave is in addition to any entitlement permissible under the Federal Government's Paid Paternity Leave Scheme.

76.2 An eligible employee, who is pregnant with a minimum of twelve (12) months continuous employment, will be entitled to a number of week's paid maternity leave (see table below):

Date	Weeks
1 July 2013	12 weeks
1 July 2014	13 weeks
1 July 2015	14 weeks

76.3 Employees may take the paid maternity leave at full or half-pay as the initial absence on such leave.

76.4 The period of paid leave is exclusive of any public holidays.

- 76.5 Employees may take annual leave at full or half pay and also long service leave at full or half pay in conjunction with paid maternity leave.
- 76.6 Part-time employees are eligible for paid maternity leave on a pro-rata basis of the average contracted weekly hours for the preceding twelve (12) months.
- 76.7 Paid maternity leave, annual leave and/ or long service leave will be effective from the date of commencement of maternity leave and forms part of the twelve (12) month unpaid maternity leave entitlement.
- 76.8 The period of paid maternity leave is payable once only in connection with each birth or adoption of a child/children to an employee.
- 76.9 All employee entitlements will accrue during the period of paid maternity leave, on a pro-rata basis.
- 76.10 If the pregnancy of an employee terminates other than by birth of a living child in the third trimester the employee may take the equivalent of paid maternity leave as paid compassionate leave. An employee may be required to supply a certificate if requested by RCC when application for the paid leave is made.
- 76.11 If the child dies after birth within the paid maternity leave period the employee will be able to take the balance of the paid maternity leave as paid compassionate leave.

77. Paid Spousal Leave

- 77.1 Two (2) weeks paid spousal leave at the time of the birth or adoption of the child may be taken.
- 77.2 The period of paid spousal 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.
- 77.3 Evidence of the pregnancy from the relevant medical practitioner must be provided at the time of application.

78. Parental Leave

- 78.1 Parental leave is an unbroken period of up to fifty two (52) weeks of unpaid leave for purposes of either the birth of a child or for being the primary care giver of a child. To be eligible for Parental Leave, an employee must have completed a minimum of twelve months (12) months continuous service with RCC or are a long term casual employee. The provisions of Parental Leave are contained in Appendix Three.

79. Notification of Absence

- 79.1 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.
- 79.2 Failure to notify of an absence on more than one occasion may result in:
- Disciplinary Action; and/or
 - Exclusion from participation in Flex Time or any other Special Working Arrangement.

LEVEL 6.1	\$74,996.88	\$2,874.62	\$39.65	\$49.56	\$76,871.81	\$2,946.49	\$40.64	\$50.80	\$78,793.60	\$3,020.15	\$41.66	\$52.07
LEVEL 6.2	\$77,517.52	\$2,971.24	\$40.98	\$51.23	\$79,455.45	\$3,045.52	\$42.01	\$52.51	\$81,441.84	\$3,121.66	\$43.06	\$53.82
LEVEL 6.3	\$80,036.67	\$3,067.80	\$42.31	\$52.89	\$82,037.59	\$3,144.49	\$43.37	\$54.22	\$84,088.53	\$3,223.10	\$44.46	\$55.57
LEVEL 7.1	\$82,555.84	\$3,164.36	\$43.65	\$54.56	\$84,619.74	\$3,243.47	\$44.74	\$55.92	\$86,735.23	\$3,324.55	\$45.86	\$57.32
LEVEL 7.2	\$85,074.27	\$3,260.89	\$44.98	\$56.22	\$87,201.13	\$3,342.41	\$46.10	\$57.63	\$89,381.16	\$3,425.97	\$47.25	\$59.07
LEVEL 7.3	\$87,593.44	\$3,357.45	\$46.31	\$57.89	\$89,783.27	\$3,441.38	\$47.47	\$59.33	\$92,027.86	\$3,527.42	\$48.65	\$60.82
LEVEL 8.1	\$90,617.16	\$3,473.35	\$47.91	\$59.89	\$92,882.59	\$3,560.18	\$49.11	\$61.38	\$95,204.66	\$3,649.18	\$50.33	\$62.92
LEVEL 8.2	\$93,640.15	\$3,589.22	\$49.51	\$61.88	\$95,981.16	\$3,678.95	\$50.74	\$63.43	\$98,380.69	\$3,770.92	\$52.01	\$65.02
LEVEL 8.3	\$96,663.87	\$3,705.12	\$51.11	\$63.88	\$99,080.46	\$3,797.74	\$52.38	\$65.48	\$101,557.47	\$3,892.69	\$53.69	\$67.12
LEVEL 8.4	\$99,500.76	\$3,813.85	\$52.60	\$65.76	\$101,988.28	\$3,909.20	\$53.92	\$67.40	\$104,537.99	\$4,006.93	\$55.27	\$69.08
LEVEL 8.5	\$102,339.79	\$3,922.67	\$54.11	\$67.63	\$104,898.28	\$4,020.74	\$55.46	\$69.32	\$107,520.74	\$4,121.26	\$56.84	\$71.06

Under 17 55% of Lvl 1.1

17 years 60% of Lvl 1.1

18 years 70% of Lvl 1.1

19 years 80% of Lvl 1.1

20 years 90% of Lvl 1.1

APPENDIX TWO – FLEX TIME ARRANGEMENTS

80. Flex Time

- 80.1 Flex Time 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.
- 80.2 Employees must at all times obey directions given by their Managers/Supervisors regarding hours of attendance. If a Manager/Supervisor directs an employee to commence or cease work at a time which the individual would prefer to be absent, the Manager/Supervisors directions are to be followed.
- 80.3 It is essential therefore, that all employees working Flex Time are aware that the first priority is the maintenance of acceptable workflows. Accordingly, there will need to be co-operation between employees and Managers/Supervisors in the planning of working time so that during flex time 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.
- 80.4 In recognising the varying requirements of each unit, Senior Managers have the discretion to specify the actual manner in which Flex Time 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.
- 80.5 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 Senior Manager of the Group for further action. Inclusion or participation in Flex Time will not be unreasonable withheld; however, RCC will at all times reserve the right to determine who may be excluded from participation, for reasons such as unsatisfactory attendance records including those employees who are being performance managed for sick leave.

81. Definitions

- 81.1 *Standard Working Day* - a standard working day is seven (7) hours and fifteen (15) minutes.
- 81.2 *Maximum Hours* - the maximum number of hours exclusive of overtime, which can be worked in any one (1) day, is nine (9) hours.
- 81.3 *Flex Debit* - a flex debit is an allowable amount of time below the normal hours that one is required to work.
- 81.4 *Flex Credit*- a flex credit is an allowable amount of time above the normal hours that one is required to work.
- 81.5 *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.
- 81.6 *Flex Time*- this refers to an approved absence during the nominal business hours using flex credits or flex debits.

82. Flex Time provisions

- 82.1 Nominal Business Hours
- Earliest starting time - 8.00am
 - Latest finishing time - 6.00pm
- 82.2 However, upon consultation and with agreement from the Senior 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 with their Senior Managers approval.
- 82.3 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 6.00pm.

- 82.4 Employees are required to be present at work unless on approved leave.
- 82.5 Employees will be allowed to have a maximum of up to two (2) days of flex time in any settlement period.
- 82.6 Flex time can only be taken in either half day or full day periods.
- 82.7 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 flex time.
- 82.8 When flex 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.
- 82.9 Flex time can only be taken subject to the following conditions:
 - 87.6.1 Generally flex credits must be accrued prior to being used for flex time;
 - 87.6.2 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.
 - 87.6.3 Managers/Supervisors will not unreasonably refuse applications for flex time when the application has been made in accordance with the above conditions.
 - 87.6.4 However, if due to operational or business requirements, Managers/Supervisors refuse the first application, the employee may request a second application. The second application must be for an alternative date/ time, and this second application must not be unreasonably refused by the Manager/Supervisor.

83. Flex Credit

- 83.1 Employees are able to build up flex credits.
- 83.2 The maximum flex credit that can be incurred during a settlement period is two (2) days or fourteen (14) hours and thirty (30) minutes.
- 83.3 Employees will have the ability to bank up and carry over a total of five (5) days for flex credit.
- 83.4 Three (3) of those days may be used for a Christmas Shut down period if initiated by RCC. Christmas Shut Down period is the period from Christmas Day to the first working day after New Year's Day. RCC will advise its decision regarding the Christmas Shut Down by 31 July of that year. This is the only time three (3) consecutive flex time days may be taken.
- 83.5 If RCC does not shut down over the Christmas period, these accumulated three (3) days must be taken by the end of March the following year.

84. Flex Debit

- 84.1 Employees are able to incur flex debits.
- 84.2 The maximum flex debit that can be incurred and held during or carried over to another settlement period is one (1) day or seven (7) hours and fifteen (15) minutes.
- 84.3 This debit may only be incurred for a total of two (2) settlement periods and time must be paid back to a zero (0) balance by the end of the second settlement periods. For example, an employee has four (4) weeks to pay back the Flex Debit.

85. Lunch Break

- 85.1 There is no fixed lunch break. Employees may take a minimum of thirty (30) minutes and the lunch break must be taken after an employee has worked continuously for five (5) hours. For example an employee who commences duty at 8.00am must begin a lunch break not later than 1.00pm.

86. Rest Pauses

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

87. Leave and Public Holidays

- 87.1 For the purpose of leave debits and public holidays, 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.

88. Overtime

- 88.1 Overtime is payable, only with prior approval from the relevant Manager/Supervisor, where the employee is specifically directed to work such time – as follows:
- i. 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;
 - ii. In all instances, over time will be paid only with the approval of the Manager/ Supervisor. Overtime will not be paid for time worked which results in flex credits exceeding five (5) days or thirty six (36) hours and fifteen (15) minutes without prior approval of the Manager/Supervisor;
 - iii. Employees who seek to work greater hours than the five (5) days or 36 hours and 15 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. RCC will not agree to pay employees for any time worked over and above the 36 hours and 15 minutes of flex time unless prior agreement is sought and agreed.

89. Rosters

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

90. Notification of Termination

- 90.1 When an employee gives notice of the intention to terminate their employment, the employee automatically ceases to participate in flex time 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 flex time or be paid at the ordinary hourly rate.

APPENDIX THREE – PARENTAL LEAVE

91. Types of Parental Leave

- 91.1 **Maternity Leave** - A pregnant employee is entitled to an unbroken period of up to fifty-two (52) weeks unpaid maternity leave:
- a) for the child's birth; and
 - b) to be the child's primary caregiver.
- 91.2 **Short and Long Spousal Leave** - For the birth of a child of an employee's spouse, an employee is entitled to the following leave:
- a) an unbroken period of up to one (1) week unpaid short spousal leave;
 - b) a further unbroken period of up to fifty-one (51) weeks unpaid long spousal leave after the birth of the child in order to be the child's primary care giver.
- 91.3 **Short and Long Adoption Leave** - For the adoption of a child, an employee is entitled to the following leave:
- a) an unbroken period of up to three (3) weeks unpaid short adoption leave;
 - b) a further unbroken period of up to forty-nine (49) weeks unpaid long adoption leave if the employee will be the child's primary care giver.
- 91.4 **Short and Long Surrogacy Leave** - An employee who is an intended parent under a surrogacy arrangement is entitled to the following leave:
- a) an unbroken period of up to one (1) week unpaid short surrogacy leave;
 - b) a further unbroken period of up to fifty-one (51) weeks unpaid long surrogacy leave if the employee will be the child's primary caregiver.

92. Parental Leave General Entitlements

92.1 Parental leave referred to must not extend:

- a) beyond one (1) year after the child was born, adopted or started residing with the employee under the surrogacy arrangement; or
- b) if an application for an extension of parental leave under clause 99 is agreed to, then beyond two (2) years after the child was born, adopted or started residing with the employee under the surrogacy arrangement.

92.2 An employee is not entitled to parental leave, other than short spousal leave, short adoption leave or short surrogacy leave, when his/her spouse is on parental leave.

93. Taking other forms of leave with parental leave

93.1 An employee may take any other form of paid leave (Paid Maternity Leave, Paid Spousal Leave, Annual Leave and/ or Long Service Leave) to which the employee is entitled instead of or together with unpaid parental leave;

93.2 However, the total amount of leave must not, in aggregate, extend beyond the equivalent total period of parental leave;

93.3 When the employee has commenced unpaid parental leave, this unpaid leave must be unbroken. The employee is not entitled to paid sick leave or other paid leave – Annual Leave, Long Service Leave or any other paid leave under the relevant Award. For example, you cannot take a period of paid parental/spousal leave, annual leave/long service leave accruals, then unpaid parental leave, and then annual leave/long service leave again.

94. Notification and Documentation

94.1 Maternity leave

- a) If a pregnant employee wants to take maternity leave, the employee provides RCC;
 - i. at least ten (10) weeks written notice of intention to take the leave; and
 - ii. at least four (4) weeks written notice of the dates on which she wants to start and end the leave.
- b) The employee must, before starting the leave, give RCC:
 - i. a doctors certificate confirming that she is pregnant and the expected date of birth; and
 - ii. a statutory declaration by the employee stating the period of any parental leave sought by her spouse.

94.2 Spousal leave

- a) If an employee wants to take spousal leave, they must provide RCC:
 - i. for long spousal leave, at least ten (10) weeks written notice of intention to take the leave; and
 - ii. at least four (4) weeks written notice of the dates on which the employee wants to start and end the leave.
- b) The employee must, before starting the leave, give RCC:
 - i. a doctor's certificate confirming that the employee's spouse is pregnant and the expected date of birth; and
 - ii. for long spousal leave, a statutory declaration by the employee stating:
 - iii. the period of any maternity leave sought by the employees spouse; and
 - iv. the employee is seeking the leave to be the child's primary caregiver.

94.3 Adoption leave

- a) If an employee wants to take adoption leave, they must provide RCC:
 - i. for long adoption leave, written notice of any approval to adopt a child at least ten (10) weeks before the expected date of placement of the child for adoption purposes; and

- ii. written notice of the dates on which the employee wants to start and end the leave, as soon as practicable after the employee is notified of the expected placement date, but in any case, at least fourteen (14) days before starting the leave.
- b) The employee must, before starting the leave, give RCC:
 - i. a statement from an adoption agency of the expected placement date; and
 - ii. for long adoption leave, a statutory declaration by the employee stating:
 - the period of any adoption leave sought by the employee's spouse; and
 - the employee is seeking the leave to be the child's primary care giver.

94.4 Surrogacy leave

- a) If an employee wants to take surrogacy leave the employee must provide RCC;
 - i. for long surrogacy leave, written notice of intention to take the leave at least ten (10) weeks before the expected date when a child is to start residing with the employee under the surrogacy arrangement; and
 - ii. at least four (4) weeks written notice of the dates on which the employee wants to start and end the leave.
- b) The employee must, before starting the leave, give RCC a statutory declaration by the employee stating:
 - i. the employee is an intended parent under a surrogacy arrangement; and
 - ii. the expected date when the child is to start residing with the employee; and
 - iii. for long surrogacy leave:
 - iv. the period of leave sought by the employee; and
 - v. the period of any surrogacy leave sought by the employee's spouse; and
 - vi. the employee is seeking the leave to be the child's primary caregiver.
- c) An employee must notify RCC of any change in the information provided in relation to the clauses – Notices and Documentation above within two (2) weeks after the change.

95. Shortening a period of parental leave

- 95.1 If RCC agrees, an employee may shorten any period of parental leave by written notice given to RCC at least fourteen (14) days before the employee wants to return to work.

96. Interruption of parental leave by return to work

- 96.1 An employee and RCC may agree that the employee break the period of parental leave by returning to work for RCC, whether on a full time, part time or casual basis.
- 96.2 However, the period of parental leave cannot be extended by the return to work beyond the total period provided under clause 92 above.

97. Cancelling parental leave

- 97.1 Parental leave applied for but not started is automatically cancelled if:
- a) the employee withdraws the application for leave by written notice to RCC; or
 - b) the pregnancy terminates other than by the birth of a living child; or
 - c) the placement of the child with the employee for adoption purposes does not proceed; or
 - d) a child does not start residing with the employee under the surrogacy arrangement.
- 97.2 If, while an employee is on parental leave:
- a) the pregnancy terminates other than by the birth of a living child; or
 - b) the child in relation to whom the employee is on parental leave dies; or

- c) the placement of the child with the employee for adoption purposes does not proceed or continue; or
- d) the residence of the child with the employee under the surrogacy arrangement does not start or continue.

97.3 The employee is entitled to resume work at a time nominated by RCC within two (2) weeks after the day on which the employee gives RCC a written notice stating that the employee intends to resume work and the reason for the resumption.

97.4 This clause does not affect an employee's entitlement to special maternity leave or sick leave.

98. Extending a period of parental leave entitlement which was under the initial one (1) year

98.1 An employee may extend an initial period of parental leave once only by written notice given to RCC at least fourteen (14) days:

- a) before the start of the initial period of parental leave; or
- b) if the initial period of parental leave has started, before the parental leave ends.

98.2 The notice must state when the extended period of parental leave ends.

98.3 The total period of parental leave cannot be extended beyond the total period of parental leave referred to under clause 92.

98.4 The process for requesting an extension to parental leave in excess of that referred to under clause 92 is referred to in clause 99.

99. Request for extension of parental leave entitlement beyond the initial one (1) year

99.1 A pregnant employee entitled to maternity leave, or an employee who is taking maternity leave, may apply to RCC for an extension of the maternity leave for an unbroken period of up to one hundred and four (104) weeks in total.

99.2 An employee entitled to spousal leave for the birth of a child of the employee's spouse, or who is taking spousal leave for the birth, may apply to RCC for either or both of the following:

- a) an extension of short spousal leave for an unbroken period of up to eight (8) weeks in total;
- b) an extension of long spousal leave for an unbroken period of up to ninety six (96) weeks in total in order to be the child's primary carer.

99.3 An employee entitled to adoption leave, or who is taking adoption leave for the adoption, may apply to RCC for either or both of the following:

- a) an extension of short adoption leave for a unbroken period of up to eight (8) weeks in total;
- b) an extension of long adoption leave for an unbroken period of up to ninety six (96) weeks in total in order to be the child's primary carer.

99.4 An employee entitled to surrogacy leave, or who is taking surrogacy leave, may apply to RCC for either or both of the following:

- a) an extension of short surrogacy leave for an unbroken period of up to eight (8) weeks in total;
- b) an extension of long surrogacy leave for an unbroken period of up to ninety six (96) weeks in order to be the child's primary carer.
- c) An employee may not make more than one application under clause 99.1; 99.2; 99.3 or 99.4 within any twelve (12) month period unless RCC agrees.

100. Employee requirements for requests to extend parental leave or work part time

100.1 Any request made to extend parental leave beyond one (1) year or to return to work part time must:

- a) be in writing; and
- b) be made:
 - i. for a request for an extension to short spousal leave, short adoption leave or short surrogacy leave, at least two (2) business days before the leave ends; or

- ii. for an application for an extension of maternity leave, long spousal leave, long adoption leave or long surrogacy leave, at least four (4) weeks before the leave ends; or
- iii. for an application to return to work on a part time basis, at least seven (7) weeks before the leave ends; and
- c) state that the request is for either an extension of parental leave or to return to work after a period of parental leave on a part time basis; and
- d) state the dates the extension or return to work on a part time basis, being applied for is to start and end; and
- e) state the impact that a refusal of any request might have on the employee and the employee's dependants; and
- f) be accompanied by a statutory declaration by the employee stating:
 - i. for a request for an extension of maternity leave, long parental leave, long adoption leave or long surrogacy leave, the employee is seeking the extension so the employee can continue to be the child's primary caregiver; or
 - ii. for an application to return to work on a part time basis, the employee is seeking to work on a part time basis so the employee can continue to be the child's primary caregiver when not at work.
- g) The period in relation to which a request to return to work on a part time basis may be made cannot extend beyond the day the child in relation to whom parental leave was taken is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.

101. Request to work part time upon return to work

- 101.1 An employee on parental leave, including an extended period of parental leave, may request of RCC to return to work on a part time basis.
- 101.2 An employee may not make more than one application within any twelve (12) month period, unless RCC agrees.
- 101.3 In considering any request by an employee to work part time the work to be performed part time does not need to be the work performed by the employee in their position preceding the taking of parental leave, but shall be work otherwise performed under the relevant Award to that employment.

102. RCC's obligation to give proper consideration to request to extend parental leave or work part time

- 102.1 In deciding whether to agree to a request for an extension to the period of parental leave under or a request to return to work on a part time basis, RCC must consider the following:
 - a) the particular circumstances of the employee that give rise to the application, particularly circumstances relating to the employee's role as the child's caregiver;
 - b) the impact refusal of the application might have on the employee and the employee's dependants;
 - c) the effect that agreeing to the application would have on the conduct of RCC's business or undertaking, including, for example:
 - i. any additional cost RCC would incur; and
 - ii. RCC's capacity to reorganise work arrangements; and
 - iii. the availability of competent replacement staff; and
 - iv. any loss of efficiency in the conduct of RCC's business; and
 - v. the impact of the employee's absence or temporary absence on the delivery of customer service.
- 102.2 RCC must not unreasonably refuse a request made for an extension to the period of parental leave or a request to return to work on a part time basis.
- 102.3 RCC must advise the employee, in writing, of RCC's decision:

- a) if the request is for an extension of short spousal leave, short adoption leave or short surrogacy leave, as soon as possible after receiving the application but before the short spousal leave, short adoption leave or short surrogacy leave ends; or
- b) for any other request to extend the period of parental leave or request to return to work on a part time basis, within 14 days after receiving the request.

102.4 RCC may refuse the period of part time employment contained in clause 101, and offer a shorter period of part time employment due to operational requirements.

102.5 If RCC refuses a request made to extend the period of parental leave or the request to return to work on a part time basis, RCC must provide the employee with written reasons for refusing the request.

103. Part time work agreement

103.1 Where RCC has agreed to an employee's request to work part time upon returning from a period of parental leave, before commencing a period of part time employment, the employee and RCC shall have agreed:

- a) upon the ordinary hours to be worked by the employee, the days upon which they will be worked and commencing times for the work; and
- b) upon the classification applying to the work to be performed; and
- c) upon the period of part time employment.

103.2 The terms of the part time agreement, agreed may be amended by consent between RCC and employee.

103.3 RCC may request, but not require, an employee to work outside or in excess of the employee's ordinary hours of duty as agreed.

103.4 Return to former position after part time work

- a) An employee who has had at least twelve (12) months continuous service with RCC immediately before commencing part time employment after the birth or placement of a child has, at the expiration of a first period of part time employment, but not a second or subsequent periods of part time employment, has the right to return to his/her former position.
- b) Nothing shall prevent RCC from permitting the employee to return to his/her former position after second or subsequent periods of part time employment.

104. Special Maternity, Adoption and Surrogacy Leave

104.1 Special maternity leave and sick leave

- a) Special maternity leave and/ or sick leave applies if, before an employee starts maternity leave:
 - i. the employee's pregnancy terminates before the expected date of birth, other than by the birth of a living child; or
 - ii. the employee suffers illness related to her pregnancy.
- b) For as long as a doctor certifies it to be necessary, the employee is entitled to the following types of leave:
 - i. unpaid (special maternity) leave;
 - ii. paid sick leave, either instead of, or as well as, special maternity leave.

104.2 Transfer to a safe job

- a) Transfer to a safe job applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or newborn child.
- b) The assessment of the risk is to be made on the basis of:
 - i. a doctor's certificate given by the employee to RCC; and
 - ii. RCC's obligations under the *Work Health and Safety Act 2011*.
- c) RCC must temporarily adjust the employee's working conditions or hours of work to avoid exposure to the risk.

- d) If an adjustment is not feasible or cannot reasonably be required to be made, RCC must transfer the employee to other appropriate work that:
 - i. will not expose her to the risk; and
 - ii. is, as nearly as possible, comparable in status and remuneration to that of her present work.
- e) If a transfer is not feasible or cannot reasonably be required to be made, RCC must grant the employee maternity leave, or any available paid sick leave, for as long as a doctor certifies it is necessary to avoid exposure to the risk.

104.3 Special adoption leave

- a) An employee who is seeking to adopt a child is entitled to up to two (2) days unpaid leave to attend compulsory interviews or examinations as part of the adoption procedure.

104.4 Special surrogacy leave

- a) An employee who is an intended parent under a surrogacy arrangement is entitled to up to two (2) days unpaid leave to attend compulsory interviews or court hearings associated with the surrogacy arrangement.

105. Workplace Change during parental leave

- 105.1 RCC is obligated to advise employees of significant changes and the implementation of those significant changes at the workplace
- 105.2 RCC must take reasonable action to advise each employee who is absent from the workplace on parental leave about the proposed change before it is implemented.
- 105.3 The advice must inform the employee of the change and any effect it will have on the position the employee held before starting parental leave, including, for example, the status or level of responsibility attached to the employee's position.
- 105.4 RCC must give the employee a reasonable opportunity to discuss any significant effect the change will have on the employee's position.

106. RCC's obligation to advise replacement employees

- 106.1 RCC must, before a replacement employee/s either starts employment, or transfers from another position within RCC's business or undertaking, to fill a short term vacancy due to another employee commencing parental leave, give the replacement employee a written notice informing the replacement employee of:
 - a) the temporary nature of the employment; and
 - b) that the employee on parental leave, who's position the replacement employee is filling, has right to return to the position being filled at the completion of a period of parental leave.

107. Employee's obligations to advise RCC about particular changes

- 107.1 An employee who is absent on parental leave must advise RCC of any change in the employee's contact details, including any change of address.
- 107.2 An employee, who is absent on parental leave, must also take reasonable steps to advise RCC, as soon as possible, of any change affecting the following:
 - a) the length of the employee's parental leave;
 - b) the date the employee intends to return to work;
 - c) an earlier decision to return to work on a full time basis or to apply to return to work on a part time basis.

108. Right to return to work after parental leave

- 108.1 An employee who returns to work after a period of parental leave (including an extended period of parental leave agreed to), or a female employee who returns to work after special maternity leave or sick leave under clause is entitled to be employed in:
 - a) the position held by the employee immediately before starting parental leave; or

- b) if the employee worked part time because of the pregnancy before starting maternity leave, the position held by the employee immediately before starting part time work; or
- c) if the employee was transferred to a safe job before starting maternity leave, the position held by the employee immediately before the transfer.

108.2 If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.

108.3 RCC must make a position to which an employee is entitled available to the employee.

108.4 If a long term casual employee's hours were reduced because of the pregnancy before starting maternity leave, RCC must restore the employee's hours to hours equivalent to those worked immediately before the hours were reduced.

109. Continuation of service

109.1 Absence on unpaid parental leave shall not break the continuity of service of an employee, but shall not be taken into account in calculating the period of service for any purpose under the Agreement and relevant Award.

SIGNATURES

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

Name: William Lyon – Chief Executive Officer 6.11.13

In the presence of:

Name: Andrew James Ross 6.11.13

Signed for and on behalf of QUEENSLAND SERVICES INDUSTRIAL UNION OF EMPLOYEES (TSU)

Name: Jennifer Thomas – Acting Secretary 11.10.13

In the presence of: Jane Grey 11.10.13

Signed for and on behalf of ASSOCIATIONS OF PROFESSIONAL ENGINEERS, SCIENTISTS AND MANAGERS AUSTRALIA (APESMA)

Name: Michelle Rae – Director 14.10.13

In the presence of: David Pullen 14.10.13