

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 – s 193 – certification of an agreement

Redland City Council

AND

Queensland Services, Industrial Union of Employees

The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch,
Union of Employees

(Matter No. CB/2019/23)

REDLAND CITY COUNCIL OFFICERS' CERTIFIED AGREEMENT 2019

Certificate of Approval

On 3 May 2019 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

Name of Agreement: *Redland City Council Officers' Certified Agreement 2019*

Parties to the Agreement:

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

Amendments: None

Operative Date: 3 May 2019

Nominal Expiry Date: 3 May 2022

Previous Agreements: *Redland City Council Officers' Certified Agreement 2013*

Termination Date of

Previous Agreements: 3 May 2019 (Matter No. CB/2019/22)

Redland City Council

Officers Certified Agreement

2019

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PART 1 – FORMALITIES

1. Title

This Agreement will be known as the Redland City Council Officers' Certified Agreement 2019, referred to as the "Agreement".

2. Parties

2.1 The negotiating parties to the Agreement are:

- Redland City Council (RCC);;
- Queensland Services Industrial Union of Employees (QSU), trading as The Services Union
- The Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch Union of Employees (APESMA), trading as Professionals Australia

3. Coverage

3.1 The Agreement covers:

3.1.1 Redland City Council (RCC); and

3.1.2 Employees who are covered under the classifications outlined in the Award; and

3.1.3 The Unions stated at clause 2.1

4. Exclusion

This Agreement does not apply to the Chief Executive Officer, General Managers, Group Managers or any other Senior Officer/s where the terms of clause 4.2 of Section 1; Division 2 of the Award are satisfied, such that those officers would be exempt from coverage of that Award.

5. Award Relationship

5.1 The Agreement is to be read and applied wholly in conjunction with the Award:

5.2 Where there is any inconsistency between the Agreement and the Award, this Agreement will prevail to the extent of the inconsistency.

6. Duration

This Agreement will have a nominal expiry date 3 years after the date of certification. This Agreement will continue in force after its nominal expiry date until such time as it is terminated by law.

7. Renegotiation

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.

8. Objectives

8.1 This Agreement reflects an acknowledgment by the parties of their mutual obligation to actively support the objectives of RCC's Corporate Plan and embrace the Vision, Mission and Principles underpinning the Plan.

8.2 The parties also acknowledge this Agreement provides an industrial framework which promotes and underpins a consistent organisational culture that ensures RCC remains responsive and accountable to the needs of the broader Redland community.

8.3 Fundamental to this objective is a demonstrable commitment by Council and staff to the principle of continuous improvement which, by necessity, includes a commitment to cross skilling and up skilling, and

the recognition that the uptake and use of new technology is an expectation of the employment relationship necessary for the achievement of tangible productivity and service delivery improvements.

- 8.4 To this end, the parties will work together to identify, develop and implement improvements in the effectiveness, efficiency and level of service delivery.

9. No Extra Claims

- 9.1 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.

10. Displaying the Agreement

- 10.1 A copy of the Agreement will be placed in a conspicuous location on RCC's Intranet.

PART 2 – DEFINITIONS

11. General Definitions

11.1 *Act* – The *Industrial Relations Act 2016 (Qld)*

11.2 Unless otherwise stated, *Award* means:

- a) *Queensland Local Government Industry (Stream A) – Award 2017*

11.3 *Ordinary Rate* – is the rate of pay payable to an employee where work is performed during ordinary hours, but does not include the following:

- a) incentive-based payments and bonuses;
- b) loadings;
- c) monetary allowances;
- d) penalty rates;
- e) any other separately identifiable amounts.

11.4 *Significant Effects* – include:

- a) termination of employment;
- b) major changes in the composition, operation or size of RCC's 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;
- f) the restructuring of jobs; and
- g) the introduction of new technology that will lead to significant effects as defined in sub clauses (a) to (f) inclusive and above

11.5A significant effect does not include any matters referred to where the Award or Act makes provision and allows for that alteration. In such instance, the alteration is deemed to not have significant effect.

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

11.7 QES means Queensland Employment Standards prescribed under the Act.

12. Definitions for Redundancy and Redeployment

12.1 *Business* – includes trade, process, business or occupation and includes part of any such business.

12.2 *Retrenchment* – means the termination of an employee's employment at the end of the redeployment period.

- 12.3 *Retrenched* – means the situation after having been subject to retrenchment
- 12.4 *Redundancy* – occurs where RCC has made a definite decision that it no longer requires the job the employee has been doing, done by anyone, but does not include where this is due to the ordinary and customary turnover of labour.
- 12.5 *Redeployment period* – means a period of up to six (6) months commencing from the date when an employee’s position has been stated by RCC to have become redundant, and may end earlier either by the employee terminating their employment with RCC, or on account of an employee having been redeployed and appointed to an alternative position in RCC’s organisational structure.
- 12.6 *Departure payment* – means a payment which may be offered to a redundant employee upon their position becoming redundant, and includes:

12.6.1 *severance pay* equal to the following:

Up to 2 years continuous service	4 weeks pay
More than 2 years continuous service	An additional 2 weeks pay for each year, or part thereof, capped at 52 weeks pay

- 12.6.2 all statutory leave entitlements owing to the employee (including an offer for Long Service Leave to be paid out to the employee if the employee has served more than 5 years continuous service with RCC, or is otherwise eligible to Long Service Leave); and
- 12.6.3 all flex leave credits standing to the employee’s credit at the termination date; and
- 12.6.4 at the sole discretion of the CEO, and ‘exit payment’ may be offered.
- 12.7 *Weeks pay* – means the weekly ordinary rate paid to the employee immediately prior to the position becoming redundant, or if not engaged in the position immediately prior to the position becoming redundant, the weekly ordinary rate paid to the employee if the employee would have been engaged in that position immediately prior to the position becoming redundant.
- 12.8 *Exit Payment* – means an additional payment, separate to severance pay and all other wages or statutory entitlement owing to an employee at the time of redundancy, which may be offered to employee who’s position has become redundant. The offer of an ‘exit payment’ as part of a departure payment is at the sole discretion of the CEO and may not be offered or available in all cases.
- 12.9 *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

13. Workplace Change and Flexibility

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.

14. Contractors

- 14.1 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.

- 14.2 Contractors may be used where the work volume is beyond the capacity of the resources of existing employees.
- 14.3 Contractors may be used where the type of work or specialisation required is beyond the capacity of RCC resources or existing employees.
- 14.4 Contractors may also be used in circumstances where it is more cost effective to deliver quality services.
- 14.5 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.

15. Shared Services

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 proposes to engage in such an arrangement, the consultation process set out in Clause 16 will occur following such decisions and prior to the implementation of such arrangements.

16. Notification of Change and Duty to Consult

- 16.1 Where RCC proposes to make a decision to introduce changes that are likely to be of particular significance to employees, RCC shall notify and consult the employees who may be affected should such decision to introduce change be made, and where requested, their Union.
- 16.2 For the purpose of 16.1, RCC will, where practicable, hold a face to face meeting to discuss with those employees who may be affected, and where required, their relevant Union:
 - 16.2.1 the proposed changes referred to in Clause 16.1;
 - 16.2.2 the effects the proposed changes would likely have on employees;
 - 16.2.3 any proposed measures to avert or mitigate the adverse effects of such proposed changes on employees, should a definite decision be made; and
 - 16.2.4 must give consideration to matters raised by the employees and/or their relevant Union in relation to the proposed changes, prior to any final decision being made in relation to the proposed changes;
- 16.3 The discussions will commence as early as practicable after RCC has a reasonable clear understanding of how any proposed decision may affect relevant employees.
- 16.4 For the purposes of discussions, RCC will, prior to entering into such discussions, provide in writing to the relevant employees, and if required, their relevant Union:
 - 16.4.1 all relevant information about the proposed changes reasonable available to RCC including the details about the nature of the changes proposed;
 - 16.4.2 details about any expected effects of the changes on employees; and
 - 16.4.3 any other matters likely to affect employees.
- 16.5 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.

17. Joint Consultative Committee

- 17.1 All parties to this Agreement agree to establish and maintain a Joint Consultative Committee (JCC)
- 17.2 The purpose of the JCC is to act as a consultation forum for management, employees and unions to discuss Council wide employment and industrial relations issues.
- 17.3 Structure and Composition

17.3.1 The JCC comprises representatives of Council's management, Union Delegates and Officials from the unions listed as parties to the Agreement who represent employees. The number of representatives from each of the parties eligible to attend should be no more than three (3) in total.

17.3.2 Parties are at liberty to substitute participants during the meetings, to provide subject matter expertise, provided that the number of representatives does not exceed the total s defined in clause 17.3.1

17.4 Terms of reference

17.4.1 The JCC meetings will be scheduled quarterly. If there are no agenda items or the parties mutually agree, the scheduled meeting will not be held.

17.4.2 The JCC will meet for the purposes of receiving and reviewing existing reporting information about Council and its workforce, and to consider broad industrial and employment matters that may impact the workforce, including but not limited to:

- a. The implementation of this Agreement; and
- b. Workforce demographics, employee turnover rates, vacancies and time to fill metric, contingent labour statistics, statistics on alcohol and other drug testing with respect to numbers tested and negative and non-negative results; and
- c. Any other issues remaining unresolved, and/or otherwise not being dealt with, through mechanisms contained elsewhere in this Agreement.

17.5 Meeting Arrangements

17.5.1 The JCC shall be chaired on a rotational basis between management and union representatives. Council will provide a minute secretary for all meetings.

17.5.2 All members of the JCC can submit agenda items for discussion based on the terms of reference. All relevant written information and documents must be circulated with the agenda to members of the JCC at least one week prior to the meeting, unless otherwise mutually agreed.

17.5.3 A copy of the agreed minutes will be posted within one week of agreement. Council will post agreed minutes on Council's intranet and provide a copy to all JCC members.

18. Alternative employment arrangements

18.1 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.

18.2 While the employee continues to be employed under this Agreement and Award, any provisions listed immediately below, will not apply to an employee whilst on an alternative employment arrangement under this clause:

- 18.2.1 hours of work /hours of duty;
- 18.2.2 wages /ordinary rate of pay;
- 18.2.3 overtime and penalty rates;
- 18.2.4 classification or reclassification;
- 18.2.5 allowances;
- 18.2.6 redundancy /redeployment.

- 18.3 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.
- 18.4 This clause will only apply where the following conditions are met:
- 18.4.1 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;
 - 18.4.2 the contract is voluntarily entered into by the employee or the appointee; and
 - 18.4.3 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 and Award.

PART 4 – WAGE RELATED MATTERS

19. Schedule of Wages

- 19.1 Minimum wages for each classification level under the Award, expressed annual, fortnightly and on an hourly basis is set out in Appendix One of this Agreement.
- 19.2 The divisible factor used for calculating annualised wages expressed as a weekly figure is 52.1786.
- 19.3 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.

20. Occupational Superannuation

- 20.1 RCC shall contribute on behalf of each employee an amount into a nominated superannuation fund as prescribed under the Local Government Employees Superannuation Scheme established pursuant to the *Local Government Act 2009 (Qld)*.

21. Recovery of Overpayments

- 21.1 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 may 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.

PART 5 – UNION DELEGATES AND MEMBERSHIP

22. Union Membership

- 22.1 RCC acknowledges that a person is eligible to become and/or remain a member of an industrial association without fear of discrimination.
- 22.2 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.

23. Union Delegates

- 23.1 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 reasonable withhold such request.
- 23.2 Union delegates will have access to the RCC email system, telephones (excluding mobile phones), printed and photocopiers in accordance with the RCC's Employee Code of Conduct, policies, and/or guidelines, and which can be considered to be reasonable and cost effective to RCC.
- 23.3 Global emails or intranet notices must have prior approval by an Executive Manager.
- 23.4 RCC will allow Union information to be available at the employee induction program under mutually agreed conditions.
- 23.5 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.

24. Union Delegates Training Leave

- 24.1 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 unreasonable withheld.
- 24.2 The five (5) days approved Union training offered each calendar year are non-accumulative.

25. Union Membership Fee Deduction

- 25.1 RCC will facilitate the deduction and remittance of Union fees for employees who formally request RCC to do so.
- 25.2 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.

PART 6 – DISPUTE RESOLUTION

26. Dispute Resolution Procedure

- 26.1 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.
- 26.2 The Dispute Resolution Procedure to be followed:
 - 26.2.1 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;
 - 26.2.2 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 26.2.1

- 26.2.3 If the grievance or dispute is unresolved via Clause 26.2.1 and Clause 26.2.2, 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;
- 26.2.4 If after Clause 26.2.3, 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;
- 26.2.5 If after Clause 26.2.4, 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;
- 26.2.6 If after Clause 26.2.5, 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 26.5.
- 26.3 At any stage of the procedure, an employee may seek the support of another person or Union representative.
- 26.4 Throughout all stages of the Procedure, all relevant facts shall be clearly identified and recorded.
- 26.5 If the grievance(s) or dispute(s) is referred to the Human Resources 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.
- 26.6 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

27. Full time

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

28. Part time

- 28.1 Part time employment means employment for less than 36.25 ordinary hours per week.
- 28.2 All entitlements are paid on a pro-rata basis for part time employees.
- 28.3 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).
- 28.4 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.
- 28.5 Where RCC directs the employee to temporarily work additional hours above their agreed to pattern, the employee will be entitled to overtime payment.
- 28.6 Job share arrangements can be conducted using part time employment.
- 28.7 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 Award relevant to the work being performed.

29. Casual

- 29.1 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.
- 29.2 The maximum ordinary hours of duty of casual employees will be 36.25 hours per week or 7 hours and 15 minutes per day. These ordinary hours shall be worked between the span 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, unless otherwise stated in this Agreement.
- 29.3 Casual employee shall be provided with a minimum period of three hours work on each engagement or be paid for a minimum three hours at the appropriate casual rate.
- 29.4 The ordinary hourly rate of pay of casual employees will be ascertained by dividing the annual salary specified for at Appendix One, for the classification in which the employee is employed by 52.1786, and dividing the resultant answer by 36.25 and adding the following loadings:
- 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%
- 29.5 Unless otherwise stated in this Agreement, all time worked by a casual employee outside or in excess of the ordinary hours of duty prescribed by sub-clause 29.2 above shall be deemed overtime, and be paid for at the overtime rate prescribed by the Award.

30. Casual Conversion

- 30.1 Clause 30 applies to a casual employee who has been engaged on a regular and systematic basis for a continuous period of more than 6 months.
- 30.2 A casual employee who has been engaged in accordance with subclause 30.1 will, at the completion of 6 months regular and systematic continuous 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.
- 30.3 An employee who elects to convert shall be employed as either a part-time or full time employee according to the quantum of ordinary hours worked in the preceding 6 months period, or otherwise by mutual agreement in writing.
- 30.4 An employee must not be engaged and re-engaged for the sole purpose to avoid any obligation under this agreement.

31. Flexible Working Arrangements

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 service standards.

32. Flex Time

Flex Time provisions are detailed in Appendix Two.

33. Breaks and Rest Pauses

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

34. Probation Period

Unless agreed in writing prior to the commencement of employment, upon initial appointment to RCC, all positions will serve an initial period of three (3) months probation, during which the employee's suitability for the position will be determined.

35. Termination of Employment

35.1 An employee is to provide RCC a minimum two (2) weeks notice of termination of employment.

35.2 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.

35.3 RCC is to provide an employee the follow notice of termination period 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

35.4 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) week of notice.

36. Absent Without Leave

36.1 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.

36.2 Before an employee is terminated on the basis of abandonment of employment, RCC will make a reasonable effort to contact the employee.

36.3 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.

37. Workplace Health and Safety

37.1 RCC is committed to safety in the way we conduct our business.

37.2 RCC will continue to promote and involve employees in developing safe, health and fair workplaces.

37.3 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.

37.4 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.

37.5 RCC managers/supervisors and employees will:

37.5.1 undertake hazard identification and risk assessment;

- 37.5.2 implement and review control processes;
- 37.5.3 investigate all work-caused incidents (including near misses), record and report all investigations and action/s taken;
- 37.5.4 allocate resources, improve work processes, provide and participate in relevant WH&S training.
- 37.5.5 ensure that all Personal Protective Equipment (PPE) is worn at all times.
- 37.6 RCC is committed to encouraging and promoting an active and healthy workforce.

38. Learning and Career Development

- 38.1 RCC is committed to lifelong learning at both at an organisational and individual level.
- 38.2 To meet the changing needs of RCC and the community, RCC agree to:
 - 38.2.1 monitor, review and update approaches to the development of required skills and capabilities
 - 38.2.2 acquire and share knowledge; and
 - 38.2.3 continue to build a workforce of capable, competent and committed employees.
- 38.3 Employees commit to learn and apply new skills and knowledge, adapt to new ways of working and participate initiatives which assist RCC to meet future needs.
- 38.4 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.
- 38.5 *Employees required to maintain registration with RPEQ*
 - 38.5.1 Where RCC requires a qualified engineer employee to be RPEQ (Registered Professional Engineer of Queensland), RCC will provide the employee with up to 50 hours ordinary work time per annum (non-cumulative), to participate in professional development activities relating to the employee's area of practice, and that will count toward the employee's continuing professional development necessary for the employee to retain registration with BPEQ (Board of Professional Engineers Queensland) and to maintain RPEQ status; and
 - 38.5.2 RCC will reimburse the employee for the reasonable expenses associated with attending the professional development activities referred to in sub-clause 38.5.1.
 - 38.5.3 Prior to attending professional development referred to in 38.5.1, the employee must first consult with their relevant manager about the particular professional development activity the employee seeks to attend, and attain their manager's approval prior to attending. Requests for this will not be unreasonably withheld.

39. Performance Appraisal System

- 39.1 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.
- 39.2 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.

40. Classification / Reclassification Process

- 40.1 Employees will be classified in accordance with the classification definitions contained in the 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.
- 40.2 Employees may make applications for reclassification of positions on a twice-yearly basis. Employees may submit a *Requests for Reclassification form* by 31 May or by 30 November each year for consideration and RCC will provide a decision within eight (8) 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.
- 40.3 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.
- 40.4 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.
- 40.5 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.
- 40.6 Employees shall be given a written response to their request, including reasons where a request for reclassification to a higher level has been refused.
- 40.7 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.
- 40.8 A position reclassification application will only be assessed once per year, when the request has been received from the employee.
- 40.9 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.
- 40.10 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.
- 40.11 If a position has been reclassified two (2) or more levels, the *Redundancy, and Redeployment* provision within Clause 43 will be triggered.
- 40.12 The reclassified position will be advertised internally, in the first instance:
- 40.12.1 suitable redeployees will not automatically be placed in the reclassified position;
- 40.12.2 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.

41. Recruitment

- 41.1 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 direction, irrespective of the classification level.

- 41.2 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 (1) to Level Four (4), inclusive, of the Award.
- 41.3 For positions classified at Level Five (5) to Level Eight (8), inclusive, under the 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.

42. Workcover

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, on-call roster or overtime if doing so could reasonably cause a foreseeable risk or delay in the employee's capacity to return to perform the inherent requirements of the employee's position.

43. Redundancy and Redeployment

43.1 Objectives:

- 43.1.1 to retain, if possible, employees whose positions have become redundant in continued employment within RCC;
- 43.1.2 to make reasonable attempts to retrain and redeploy employees whose positions have become redundant;
- 43.1.3 to pay monetary compensation to those employees whose positions have become redundant and have elected to not partake in a redeployment process;
- 43.1.4 to assist employees whose positions have become redundant to find suitable ongoing employment; and
- 43.1.5 to action forced redundancies only as a last resort.

43.2 Employees exempted

This clause does not apply to:

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

43.3 Notification and consultation prior to redundancy decision

The notification of change requirements at Clause 16 of this Agreement) also apply to redundancy situations.

43.4 Redundancy Procedure

The steps outlined below describe in broad terms, what occurs following a position having been determined as redundant:

- 43.4.1 Following consultation, a redundancy decision is taken and employee notified in writing of the date of redundancy;
- 43.4.2 Upon notification of redundancy, the employee may be offered a departure package;
- 43.4.3 If an employee is offered a departure package at the time of redundancy, the employee may elect to take the departure package and terminate employment, or alternatively, may decline the departure package and partake in the redeployment process outlined at 43.5 and 43.6 for a period of up to 6 months. An employee must decline their offer of a departure package in writing.

- 43.4.4 If the employee declines an offer of a departure payment at the time of redundancy, the employee's participation in the redeployment process is in lieu of any entitlement to severance pay (i.e. they will not receive severance pay as part of their departure payment as stated at 12.5.1), where the employee's employment terminates during, or at the end of the redeployment period.
- 43.4.5 If no offer of a departure payment is made, the employee will automatically partake in the redeployment process outlined at 43.5 from the date of redundancy. In such instance, sub-clause 43.4.4 will not apply.
- 43.4.6 During the redeployment period, and subject to an employee's successful appointment to an alternative position within RCC's organisational structure, in which case clause 43.6 will apply, an employee's wage will be maintained at the same level and increment as applied to the employee immediately prior to their former position becoming redundant. Service during the redeployment period does not count for the purpose of determining incremental progression.
- 43.4.7 If the 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, the employee will be retrenched, and subject to sub-clause 43.4.4, will be entitled to a departure payment.
- 43.4.8 Where a suitable alternative position cannot be found within the six (6) month redeployment period, the employee may be retrenched. However, prior to any decision being taken to retrench an employee, RC will meet with the affected employee to discuss the Retrenchment.

43.5 *Redeployment Process:*

Is a process for the duration of the redeployment period, of attempting to place redundant employees in alternative positions in RCC's organisational structure.

43.6 *The following provides an outline of the obligations of RCC and employees during the redeployment period:*

- 43.6.1 RCC will provide appropriate and reasonable retraining opportunities, will provide each employee with a case manager, and will ensure employees have reasonable access to job vacancy details.
- 43.6.2 RCC will consider the suitability of employees for vacancies in its organisational structure that are at the same level as their redundant position prior to advertising all positions.
- 43.6.3 Each employee, in consultation with their manager/supervisor must complete a Redeployment Agreement and an Action Plan for the redeployment period. The Redeployment Agreement commits an employee to actively participate in appropriate retraining and to applying for roles for which they are suitably qualified.
- 43.6.4 The Action Plan also outlines the tasks that the manager/supervisor and employee 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.
- 43.6.5 Training must be oriented towards, and tangibly linked to existing or anticipated employment opportunities, and his should be clearly outlined in the Action Plan.
- 43.6.6 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.
- 43.6.7 During the redeployment period employees may be placed (transferred, redeployed or seconded) to vacancies without the positions being advertised. A redundant employee can be placed into an internal vacancy at the same level as their redundant position, or at one (1) level below.

43.6.8 RCC will consider employees engaged in the redeployment process for vacancies within its organisational structure before other applicants, and:

- 43.6.8.1 Assess a given employee's suitability for a vacant position solely in relation to their capacity to meet the selection criteria, and not on the basis of relative merit; and:
- 43.6.8.2 If the employee is deemed suitable by the appointing manager, appoint the employee to the vacant positions; and
- 43.6.8.3 If the employee is unsuccessful, provide feedback to the employee upon request.
- 43.6.8.4 If there is more than one (1) suitable employee in a redeployment process seeking appointment to a vacant position in RCC's organisational structure, a merit based selection process is to be undertaken to select the most suitable of those employees.
- 43.6.8.5 If a vacant position is more than one (1) classification level below an employee's redundant position classification level, the employee may only be appointed to that position by mutual agreement.

43.7 *Redeployed at level or to lower classification:*

- 43.7.1 Employees redeployed and appointed to a position at the same classification level as that of the employee's redundant position, will be entitled to receive the same increment level applying to the employee immediately prior to their former position becoming redundant.
- 43.7.2 Where an employee is redeployed and appointed to a position in RCC's organisational structure which is one (1) classification level lower than the classification level of the employee's redundant position, the rate of pay that was payable to the employee immediately prior to the employee's former position becoming redundant 'the former rate' will be maintained for the employee (but without incremental progression), until such time as the rate of pay stated in this Agreement, at the top increment of the level at which the employee's redeployed position has been classified, 'the new rate' surpass the employee's former rate of pay.
- 43.7.3 If an employee and RCC mutually agree that the employee be redeployed and appointed to a position which is more than one (1) classification level lower than that of the employee's redundant position, the employee will not be entitled to salary maintenance, and will receive the rate of pay (at the first increment of the classification level) payable under this agreement for that lower level position).

43.8 *Job search entitlement*

- 43.8.1 Employees shall be allowed up to one (1) day's time off without loss of pay during each month of the redeployment period for the purpose of seeking other employment;
- 43.8.2 If the employee has been allowed paid leave for more than one (1) day during the redeployment 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.

43.9 *Financial Advice entitlement*

- 43.9.1 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.
- 43.9.2 *Transmission of business*

The provisions of clause 43 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 transmitter) to another employer (in this sub-clause called the transferee), in any of the following circumstances:

- 43.9.2.1 Where the employee accepts employment with the transferee which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transferee; or
- 43.9.2.2 Where the employee rejects an offer of employment with the transferee;
- 43.9.2.3 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 transmitter; and
- 43.9.2.4 Which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transferee.

PART 8 – ALLOWANCES

On-call, Remote Technology and Call-out Allowances

44. On-call Allowance

- 44.1 RCC may require an employee to be on-call, or to perform emergency work outside of the employee's agreed scheduled ordinary working hours. Employee's on-call are required to hold themselves available to perform emergency work if required by RCC.
- 44.2 Where RCC required 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.
- 44.3 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.
- 44.4 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.
- 44.5 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.
- 44.6 If any employee is on sick leave, annual leave, long service leave, they are ineligible to be rostered on-call and will not receive payment of this allowance.
- 44.7 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.
- 44.8 For the purposes of Clause 44, 45 and 46, 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.

45. Remote Response Minimum Payment

- 45.1 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.
- 45.2 Logs must be maintained by the on-call employee and must contain;
- i. Date;
 - ii. Start and finish time of remote emergency work undertaken; and
 - iii. Description of work undertaken.
- 45.3 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.
- 45.4 Overtime worked as a result of responding or undertaking emergency work in accordance with clause 45, will not be regarded as overtime for the purposes of clause 54, where the actual time worked is less than 2 hours, or where 4 or more remote responses are undertaken over a period of greater than 3 consecutive hours which in total has resulted in less than 2 hours work.

46. Call-Out Minimum Payment

- 46.1 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.
- 46.2 The payment received in this circumstances shall not be less than three (3) hours salary at applicable overtime 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.
- 46.3 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.
- 46.4 Subject to the employee receiving a 15 minute rest break prior to commencing ordinary hours, the minimum payment referred to at sub-clause 46.2, will not apply where overtime is worked continuous with the commencement of ordinary hours.

47. Standby Allowance for Bushfire and Storm Response

- 47.1 During the bushfire and storm season, RCC may require employees to be on standby for bushfire and storm response.
- 47.2 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.

48. First Aid Allowance

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 first aid allowance in accordance with the Award if the officer is appointed by RCC to perform first aid duty.

PART 9 – HOURS OF WORK

49. Hours of work

- 49.1 Unless otherwise stated in this Agreement, the ordinary hours of work shall be 36.25 hours per week or 7 hours 15 minutes per day to be worked Monday to Friday inclusive between the span of 6.00am to 6.00pm.
- 49.2 The ordinary 6.00am to 6.00pm span of ordinary hours may be altered by 2 hours in either direction where an individual employee or the majority of employees in a relevant operational area agree.
- 49.3 Agreement to alter that span of ordinary hours will not be unreasonably withheld where RCC considers an alteration in the ordinary span of hours would be operationally beneficial or that community /customer service would be enhanced by doing so.

50. Weekend Work

- 50.1 Unless otherwise stated in this Agreement, ordinary hours may be performed on Saturday and Sunday by agreement. Ordinary hours worked on Saturday will be paid at time and a-half and ordinary hours worked on Sunday will be paid at double time.
- 50.2 Where the employee seeks to alter the spread of days to include weekends to suit their personal circumstances, the agreement will be in writing and indicate the change was at the employee's request, and RCC shall not be liable for the weekend penalty rates.
- 50.3 This clause applies to all employees whether full time or part time.

PART 10 – SPECIAL EMPLOYMENT ARRANGEMENTS

51. External Construction and Maintenance Supervisors

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

51.1 Hours of Work

51.1.1 Span of ordinary hours

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

- 51.2 Work performed on a Saturday and/or Sunday as part of the 80.5 hour fortnight, shall be paid at time and a-half for Saturday and double time for Sunday.
- 51.3 Employees will work 80.5 hours per fortnight
- 51.4 Flex Time arrangements at Appendix Two do not apply, and employees subject to Clause 51 will work in accordance with a nine day fortnight RDO roster, as agreed with the relevant designated RCC Manager. The standard day will be 9 or 8.5 hours depending upon the roster.
- 51.5 Up to five (5) RDOs may be banked, subject to mutual agreement between the officer concerned and the manager.
- 51.6 The RDOs will predominantly be taken on either a Monday or a Friday.
- 51.7 Work on Saturdays and Sundays will be undertaken by:

- 51.7.1 Firstly, sourcing volunteers within the workgroup/team/area;
 - 51.7.2 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;
 - 51.7.3 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
- 51.8 The approval of the manager/supervisor is required to work in excess of the rostered daily working hours (that being a total of 80.5 hours per fortnight), and which may be either 9, or 8.5 hours per day, depending on which day in the roster.
- 51.9 *Construction Allowance*
- 51.9.1 The parties agree that clause 13.5 of Division 2 – Section 1 of the Award shall not apply, and in lieu will pay employees subject to clause 51, an additional 1.5% of their fortnightly wage based on the hours of work stated at 51.3, and which is inclusive wages paid pursuant to 51.10.1 and 51.10.2.
- 51.10 *Annualisation of Systematic Overtime on account of Clause 51.3*
- 51.10.1 RCC agrees to pay employees subject to Clause 51, an additional loading of 9.3% in addition to the employees ordinary rate (as stated in Appendix One) in order to compensate employees for an extra 30 minutes per day of overtime on account of Clause 51.3
 - 51.10.2 In addition to Clause 51.10.1, employees subject to Clause 51 shall be paid a further 4.827% loading in addition to the employees ordinary rate (as stated in Appendix One) in order to compensate for an extra 1.75 hours per week that has to worked on account of Clause 51.3.

52. Bushcare and Extension Officers

- 52.1 Only those employees of Environmental Education Centre employed as Environmental Extension Officers based at Indigiscapes' are covered by this special arrangement.
- 52.2 Span of ordinary hours shall be 6.00am to 10.00pm – Monday to Sunday. The roster will be any 5 (five) days in 7 (seven) work pattern.
- 52.3 Ordinary time worked Saturday shall be paid at time and a-half and Sunday workings shall be paid at double time.
- 52.4 *Roster changes*
 - 52.4.1 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.
- 52.5 *Allowances*
 - 52.5.1 The shifts that require an Officer to work beyond the normal 6.00pm 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.

53. Library Services

- 53.1 Full time and part time permanent 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.
- 53.2 *Ordinary Hours of Work*

- 53.2.1 Ordinary hours will be worked over not more than five (5) consecutive days in the week, except when there is a change in roster.
- 53.3 Span of ordinary hours (full time/part time permanent employees)
- 53.3.1 6.00am to 6.00pm Monday to Friday;
- 53.3.2 8.00am to 4.30pm Saturdays. Except as below;
- 53.3.3 Cleveland Library – 6.00am to 8.00pm Wednesday and Thursday;
- 53.3.4 Capalaba and Victoria Point Libraries – 6.00am to 8.00pm Thursday.
- 53.4 For full and part-time permanent employees, work directed to be performed on Saturdays will be preceded by consultation with, and a consideration of those employees personal circumstances, and minimum of seven (7) days notice, unless otherwise agreed.
- 53.5 All full time and part time permanent library employees shall receive penalty rates of:
- 53.5.1 15% for ordinary shifts that finish after 6.00pm and before 8.00pm; and
- 53.5.2 15% for shifts that finish on or after 8pm or commence before 6.00am; and
- 53.5.3 Time and a half for ordinary hours worked on Saturday
- 53.6 Saturday work – Casuals
- 53.6.1 Span of ordinary hours for casual employees on Saturday will be 8.00am and 4.30pm
- 53.6.2 Ordinary hours worked by casual employees on Saturday will be paid at the hourly rate prescribed for the classification of work at Appendix One, plus a loading of 31%:
- 53.7 A *Library Employee* means an employee who is on a given day principally engaged to perform work in, or in connection with RCC's library services.

PART 11 – FATIGUE BREAK

54. Ten (10) hour break after overtime

- 54.1 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 had 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 that would have occurred during such absence.
- 54.2 If on the instructions of RCC such an employee resumes or continues work without having had 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.
- 54.3 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, purchased leave, flex leave, family leave and leave without pay. Such leave is to be approved prior to taking the leave.

55. Annual Leave

- 55.1 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.
- 55.2 Part time employees will receive a pro-rata entitlement based on the average number of weekly hours worked over the accrual period.
- 55.3 Annual leave shall be exclusive of any statutory holiday occurring during that period of that annual leave.
- 55.4 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.
- 55.5 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.
- 55.6 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' written notice.
- 55.7 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.

56. Re-crediting of Annual Leave

- 56.1 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.
- 56.2 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.

57. Purchased Leave

- 57.1 All permanent and temporary employees with at least 2 years continuous service may purchase additional leave in accordance with Clause 57, subject to manager approval and the maintenance of satisfactory service levels/standards.
- 57.2 Employees may purchase 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. Subject to Clause 57.11, only one approval to purchase leave may be permitted per year. Leave of less than one week, or for part of a week is not permitted.
- 57.3 Leave will be 'purchased' by fortnightly deductions over twenty six (26) pay periods, and will accrue accordingly. Purchased leave may be taken on a pro-rata basis, as accrued, subject to operational requirements, and manager approval.
- 57.4 Purchase leave will be paid at the ordinary rate the employee was receiving at the time payroll processes a purchased leave approval (refer to Clause 57.10).
- 57.5 Once leave is purchased, an employee may, if approved by their manager, withdraw, in whole, from an agreed purchase leave arrangement, in which case the employee will retain their purchased leave accrual balance at the date of approval to withdraw, and the employee's salary shall be adjusted accordingly to reflect cessation of further purchased leave accrual. Employees are not permitted to partially withdraw after leave is purchased for a year.

- 57.6 Once a purchased leave request has been approved and processed by payroll, Employees will not be permitted to request cessation of that arrangement more than once for any purchase leave arrangement.
- 57.7 Employees with a current annual leave balance of greater than 6 (six) weeks are not permitted to purchase additional eave.
- 57.8 Employees who at any point during a year exceed a total combined annual and purchase leave balance of 10 weeks, will immediately cease accruing purchased leave and consult with their immediate supervisor about implementing a process to reduce their accrued leave balances.
- 57.9 All purchased leave balances must be exhausted before a further purchased leave request can be approved. Leave without pay will not be approved where the employee maintains a purchased leave balance.
- 57.10 Approved purchased leave applications will be processed by payroll quarterly, and will commence from the first pay period falling after 1 February, 1 May, 1 August or 1 November each year.
- a) *Example: purchase leave request of 2 weeks approved on 15 December 2018, purchase leave will not commence accruing until the 1st pay period falling after 1 February 2019.*
- 57.11 Once a period of purchased leave has been approved and processed by payroll, the leave must be taken within 6 months after having fully accrued (i.e. within 18 months from when it commenced accruing). If leave is not taken before that time, the employee's purchased leave balance will be paid out at the same rate as purchased leave deductions were made (refer to Clause 57.4).
- 57.12 An employee who ceases employment with RCC for any reason will receive payment for any unused Purchased Leave credit. Payment will be at the same rate as purchased leave deductions were made (refer to Clause 57.4).

58. Sick Leave

- 58.1 Full time and 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.
- 58.2 Employees may take accumulated sick leave accruals on a pro rata basis in the first twelve (12) months.
- 58.3 Sick leave will accrue on a daily basis.
- 58.4 Medical evidence will only be required for consecutive absences of more than two (2) days.
- 58.5 Medical evidence is defined as:
- 58.5.1 A certificate provide by a registered medical practitioner, dentist, optometrist, radiographer, physiotherapist, chiropractor, specialist treating doctor or podiatrist.
- 58.6 There shall be no cap on the amount of sick leave days, which may be accumulated.
- 58.7 Sick leave days accumulated will not be paid out on separation.
- 58.8 An employee who falls ill/sick on a RDO or Flex Day will not receive any further day off in-lieu.
- 58.9 Sick leave may be used to attend a pre-booked medical appointment with a practitioner stated in sub-clause 59.6.1. The employee must provide proof of attendance at such appointment, to the satisfaction of RCC, if requested by RCC.

59. Unpaid Sick Leave Entitlement

- 59.1 Where an employee has exhausted their 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.

59.2 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 and, is required for all periods of unpaid sick leave.

60. Carer's Leave

- 60.1 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.
- 60.2 Medical evidence will only be required for consecutive absences of more than two (2) days.
- 60.3 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.
- 60.4 Full time and part time employees (on a pro-rata basis) will 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.
- 60.5 Carer's leave may be taken for part of a single day.
- 60.6 Casual employees shall be entitled to not be available to attend work, or to leave work if they need to care for a member/s of their immediate family or household who are:
- 60.6.1 Sick and require care and support; or
- 60.6.2 Require care due to an unexpected Emergency with the approval of their Manager/Supervisor.
- 60.7 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.
- 60.8 A casual employee is not entitled to any payment for the period of non-attendance.

61. Unpaid Carer's Leave Entitlement

- 61.1 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.
- 61.2 The Manager/Supervisor and the employee will 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.

62. Bereavement Leave

- 62.1 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.
- 62.2 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.
- 62.3 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.
- 62.4 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.

63. Long Service Leave

- 63.1 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.

- 63.2 The rate of accumulation for all employees will be one point three (1.3) weeks per year of service.
- 63.3 Granting of LSL is subject to operational requirements of the RCC.
- 63.4 On taking LSL, employees may elect to be paid as follows:
- pro-rata entitlement at normal pay after seven (7) years; or
 - pro-rata entitlement at half pay after seven (7) years; or
 - long service leave can be taken in broken periods.
- 63.5 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.
- 63.6 For all other purposes and provisions, the accrual and use of LSL is governed by this agreement, the Award, Act and *Local Government Regulation 2012*.

64. Public Holidays during Long Service Leave at Half Pay

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

65. Jury Duty

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 as payment for Jury Duty, less reasonable expenses incurred such as meal or transport expenses, is to be paid to RCC.

66. Sporting Leave

- 66.1 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:
- Accepted as being a sport by the Australian Sports Commission; or
 - Recognised at the Olympic or Commonwealth Game; or
 - 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

- 66.2 Documented evidence must be provided by the employee from the 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.

67. Emergency Service Leave

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

68. Paid Long Parental Leave

- 68.1 Subject to relevant legislation, paid parental leave is in addition to any entitlement under the Federal Government's Paid Paternity Leave Scheme.

- 68.2 An employee eligible to long birth related leave, long adoption leave or long surrogacy leave 'parental leave' pursuant to Subdivision 2; Division 8 of The QES will be entitled to a 14 week's paid parental leave concurrent with such entitlement.
- 68.3 Eligible employees may take paid long parental leave at half-pay doubling the paid leave period stated at 68.2.
- 68.4 The period of paid leave is exclusive of any public holidays.
- 68.5 Eligible part-time employees are entitled to paid long parental leave on a pro-rata basis which will be calculated from the employee's average ordinary hours over the twelve (12) months immediately preceding the commencement of parental leave.
- 68.6 Paid long parental leave, or annual leave and/or long service leave is taken concurrently (forms part of) the employees twelve (12) month unpaid maternity leave entitlement pursuant to the QES.
- 68.7 The period of paid long parental leave is payable once only in connection with each birth or adoption of a child/children to an employee.
- 68.8 In no circumstances will more than one employee of RCC be entitled to paid long parental leave in relation to the birth or adoption of the same child/children.
- 68.9 All employee entitlements will accrue during the period of paid long parental leave, on a pro-rata basis.
- 68.10 If the pregnancy of an employee, or employee's surrogate terminates other than by birth of a living child in the third trimester the employee may take the equivalent of paid long parental leave as paid compassionate leave. An employee may be required to supply a certificate if required by RCC when application for the paid leave is made.
- 68.11 If the child dies after birth within the paid long parental leave period the employee will be able to take the balance of the paid long parental leave as paid compassionate leave.

69. Paid Short Parental Leave

- 69.1 Employees eligible to short birth related leave, short adoption leave or short surrogacy leave 'short parental leave' pursuant to Subdivision 2; Division 8 of the QES will be entitled to two (2) weeks paid short parental leave.
- 69.2 Eligible employees may take short paid parental leave at half-pay, doubling the paid leave period stated at 69.1.
- 69.3 Paid short parental leave, annual leave and/or long service leave is taken concurrently (forms part of) the employee's unpaid short parental leave entitlement.
- 69.4 In no circumstances will more than one employee of RCC be entitled to paid short parental leave in relation to the birth or adoption of the same child/children.

70. Unpaid Parental Leave

Unpaid parental leave is subject to and in accordance with the QES.

71. Notification of Absence

- 71.1 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.
- 71.2 Failure to notify of an absence on more than one occasion may result in:
- i. Disciplinary Action; and/or

- ii. Exclusion from participation in Flex Time or any other Special Working Arrangement.

72. Severe Weather/Natural Disaster Leave

- 72.1 An employee who, because of circumstances caused by severe weather or a natural disaster event;
 - 72.1.1 is prevented from attending work due to a significant risk to their personal safety, should they do so, or
 - 72.1.2 is prevented from attending work due to a significant risk to the personal safety of a person of the employee's household, were the employee to attend to work, unless another form of paid leave is available:
 - (a) *for example, in the event a school is shut due to severe weather, and the employee's child may be required to remain at home in circumstances where there is no risk to the employee's personal safety or property arising from the severe weather event, but the child requires the employees care, such that to leave the child alone would give rise to a safety risk to the child, the employee would first exhaust carer's leave on account of the unexpected emergency; or*
 - 72.1.3 has experienced damage to personal property or possessions that reasonably requires their urgent attention; or
 - 72.1.4 there is an immediately identifiable high risk to personal property or possessions that if not attended to immediately, will result in damage or harm to such;

may be granted up to three (3) days paid leave per calendar year (non-cumulative) distinct from other forms of paid leave, at the discretion of the Chief Executive Officer (CEO).
- 72.2 Employees claiming severe weather leave may be required to provide written particulars, addressed to the CEO, outlining in sufficient detail how their situation fits within one of the categories outlined in 72.1.1 to 72.1.4 and, if required, a signed statutory declaration in support.
- 72.3 The CEO will not unreasonably refuse access to a claim demonstrated to fall within the eligibility criteria described at Clauses 72.1.1 through to 72.1.4.

73. Domestic and Family Violence Leave/Support

- 73.1 Clause 73, will be read in conjunction with RCC's guideline and procedures on domestic and family violence, and supplements the QES.
- 73.2 An employee experiencing domestic and family violence may, at the Chief Executive Officer's (CEO) sole discretion, and where the CEO considers special circumstances exist, be granted up to an additional 5 days per annum (non-cumulative) paid domestic and family violence leave. This leave is in addition to domestic and family violence leave provided for under the QES.
- 73.3 In order to provide support to an employee experiencing domestic and family violence and to provide a safe work environment, RCC will not unreasonably refuse any request from, an affected employee for a temporary or permanent change to their working arrangements.

APPENDIX ONE - WAGE SCHEDULE

Classification	Commencement of first full pay period after certification; plus one off sign on bonus per clause APPENDIX ONE A				Commencement of first pay period, 12 months after Certification				Commencement of first pay period 24 months after Certification			
	2.40%				2.40%				2.40%			
	Annual Salary	Fortnightly	Hourly	Casual	Annual Salary	Fortnightly	Hourly	Casual	Annual Salary	Fortnightly	Hourly	Casual
LEVEL 1.1	\$52,296.29	\$2,004.51	\$27.65	\$34.56	\$53,551.41	\$2,052.62	\$28.31	\$35.39	\$54,836.64	\$2,101.88	\$28.99	\$36.24
LEVEL 1.2	\$53,030.51	\$2,032.65	\$28.04	\$35.05	\$54,303.24	\$2,081.44	\$28.71	\$35.89	\$55,606.52	\$2,131.39	\$29.40	\$36.75
LEVEL 1.3	\$54,058.79	\$2,072.07	\$28.58	\$35.73	\$55,356.20	\$2,121.80	\$29.27	\$36.58	\$56,684.75	\$2,172.72	\$29.97	\$37.46
LEVEL 1.4	\$55,163.24	\$2,114.40	\$29.16	\$36.46	\$56,487.16	\$2,165.15	\$29.86	\$37.33	\$57,842.85	\$2,217.11	\$30.58	\$38.23
LEVEL 1.5	\$56,263.98	\$2,156.59	\$29.75	\$37.18	\$57,614.31	\$2,208.35	\$30.46	\$38.08	\$58,997.06	\$2,261.35	\$31.19	\$38.99
LEVEL 1.6	\$57,403.15	\$2,200.26	\$30.35	\$37.94	\$58,780.82	\$2,253.06	\$31.08	\$38.85	\$60,191.56	\$2,307.14	\$31.82	\$39.78
LEVEL 2.1	\$58,595.16	\$2,245.95	\$30.98	\$38.72	\$60,001.45	\$2,299.85	\$31.72	\$39.65	\$61,441.48	\$2,355.05	\$32.48	\$40.60
LEVEL 2.2	\$59,961.11	\$2,298.30	\$31.70	\$39.63	\$61,400.18	\$2,353.46	\$32.46	\$40.58	\$62,873.78	\$2,409.95	\$33.24	\$41.55
LEVEL 2.3	\$61,431.66	\$2,354.67	\$32.48	\$40.60	\$62,906.02	\$2,411.18	\$33.26	\$41.57	\$64,415.77	\$2,469.05	\$34.06	\$42.57
LEVEL 2.4	\$62,936.77	\$2,412.36	\$33.27	\$41.59	\$64,447.25	\$2,470.26	\$34.07	\$42.59	\$65,993.99	\$2,529.54	\$34.89	\$43.61
LEVEL 3.1	\$64,441.88	\$2,470.05	\$34.07	\$42.59	\$65,988.48	\$2,529.33	\$34.89	\$43.61	\$67,572.21	\$2,590.04	\$35.72	\$44.66
LEVEL 3.2	\$65,960.77	\$2,528.27	\$34.87	\$43.59	\$67,543.82	\$2,588.95	\$35.71	\$44.64	\$69,164.88	\$2,651.08	\$36.57	\$45.71
LEVEL 3.3	\$67,516.98	\$2,587.92	\$35.70	\$44.62	\$69,137.39	\$2,650.03	\$36.55	\$45.69	\$70,796.68	\$2,713.63	\$37.43	\$46.79
LEVEL 3.4	\$69,111.33	\$2,649.03	\$36.54	\$45.67	\$70,770.00	\$2,712.61	\$37.42	\$46.77	\$72,468.48	\$2,777.71	\$38.31	\$47.89
LEVEL 4.1	\$70,761.67	\$2,712.29	\$37.41	\$46.76	\$72,459.95	\$2,777.38	\$38.31	\$47.89	\$74,198.99	\$2,844.04	\$39.23	\$49.04
LEVEL 4.2	\$72,449.33	\$2,776.97	\$38.30	\$47.88	\$74,188.12	\$2,843.62	\$39.22	\$49.03	\$75,968.63	\$2,911.87	\$40.16	\$50.20
LEVEL 4.3	\$74,140.24	\$2,841.79	\$39.20	\$49.00	\$75,919.61	\$2,909.99	\$40.14	\$50.17	\$77,741.68	\$2,979.83	\$41.10	\$51.38
LEVEL 4.4	\$75,818.16	\$2,906.10	\$40.08	\$50.11	\$77,637.79	\$2,975.85	\$41.05	\$51.31	\$79,501.10	\$3,047.27	\$42.03	\$52.54
LEVEL 5.1	\$77,511.50	\$2,971.01	\$40.98	\$51.22	\$79,371.77	\$3,042.31	\$41.96	\$52.45	\$81,276.69	\$3,115.33	\$42.97	\$53.71

LEVEL 5.2	\$79,199.16	\$3,035.70	\$41.87	\$52.34	\$81,099.94	\$3,108.55	\$42.88	\$53.60	\$83,046.34	\$3,183.16	\$43.91	\$54.88
LEVEL 5.3	\$80,886.80	\$3,100.38	\$42.76	\$53.45	\$82,828.09	\$3,174.79	\$43.79	\$54.74	\$84,815.96	\$3,250.99	\$44.84	\$56.05
LEVEL 6.1	\$83,697.41	\$3,208.11	\$44.25	\$55.31	\$85,706.15	\$3,285.11	\$45.31	\$56.64	\$87,763.09	\$3,363.95	\$46.40	\$58.00
LEVEL 6.2	\$86,510.48	\$3,315.94	\$45.74	\$57.17	\$88,586.73	\$3,395.52	\$46.83	\$58.54	\$90,712.81	\$3,477.01	\$47.96	\$59.95
LEVEL 6.3	\$89,321.88	\$3,423.70	\$47.22	\$59.03	\$91,465.61	\$3,505.87	\$48.36	\$60.45	\$93,660.78	\$3,590.01	\$49.52	\$61.90
LEVEL 7.1	\$92,133.29	\$3,531.46	\$48.71	\$60.89	\$94,344.49	\$3,616.21	\$49.88	\$62.35	\$96,608.76	\$3,703.00	\$51.08	\$63.84
LEVEL 7.2	\$94,943.90	\$3,639.19	\$50.20	\$62.74	\$97,222.55	\$3,726.53	\$51.40	\$64.25	\$99,555.89	\$3,815.97	\$52.63	\$65.79
LEVEL 7.3	\$97,755.32	\$3,746.95	\$51.68	\$64.60	\$100,101.45	\$3,836.88	\$52.92	\$66.15	\$102,503.88	\$3,928.96	\$54.19	\$67.74
LEVEL 8.1	\$101,129.82	\$3,876.29	\$53.47	\$66.83	\$103,556.94	\$3,969.33	\$54.75	\$68.44	\$106,042.30	\$4,064.59	\$56.06	\$70.08
LEVEL 8.2	\$104,503.51	\$4,005.61	\$55.25	\$69.06	\$107,011.60	\$4,101.74	\$56.58	\$70.72	\$109,579.87	\$4,200.18	\$57.93	\$72.42
LEVEL 8.3	\$107,878.03	\$4,134.95	\$57.03	\$71.29	\$110,467.10	\$4,234.19	\$58.40	\$73.00	\$113,118.31	\$4,335.81	\$59.80	\$74.76
LEVEL 8.4	\$111,044.03	\$4,256.31	\$58.71	\$73.38	\$113,709.09	\$4,358.46	\$60.12	\$75.15	\$116,438.11	\$4,463.06	\$61.56	\$76.95
LEVEL 8.5	\$114,212.41	\$4,377.75	\$60.38	\$75.48	\$116,953.51	\$4,482.82	\$61.83	\$77.29	\$119,760.40	\$4,590.40	\$63.32	\$79.14

APPENDIX ONE 'A'

All Officers employed by RCC and covered by this Agreement as at the date of certification, will receive the following once off sign on bonus, to be paid in the first full pay period following the date of certification:

- Full Time Employees \$800.00
- Part time/Casual Employees \$500.00

Sign on bonus figures are stated as gross/pre-tax.

APPENDIX TWO – FLEX LEAVE ARRANGEMENTS

A2.1 Flex Leave Eligibility

- A2.1.1 Full time and part time permanent employees may accrue flex leave.
- A2.1.2 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.
- A2.1.3 It is essential therefore, that all employees partaking in flex leave arrangements are aware that the first priority is the maintenance of acceptable service standards. Accordingly, there will need to be co-operation between employees and Managers/Supervisors in the planning of working time so that during flex leave periods, resources are available to service the needs of the public, other units/departments and organisations, and to enable the continuance of interoffice communication and services.
- A2.1.4 In recognising the varying requirements of each unit, Senior Managers have the discretion to specify the actual manner in which flex leave arrangements 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.
- A2.1.5 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 leave arrangements will not be unreasonably withheld; however, RCC will reserve the right to determine who may be excluded from participation, for reasons such as unsatisfactory performance or attendance and business/service requirements.

A2.2 Definitions

- A2.2.1 *Standard Working Day* – a standard ordinary working day for full time employees is seven (7) hours and fifteen (15) minutes, or for part time employees is as agreed in the employees part time work agreement.
- A2.2.2 *Flex Debit* – is a (negative flex credit) and is an amount of time that has not been worked which is below the ordinary hours that an employee is required to work over a settlement period.
- A2.2.3 *Flex Credit* – is an amount of time worked above the ordinary hours that an employee is required to work over a settlement period, shall be calculated daily and accrues on a time for time basis.
- A2.2.4 *Settlement Period* – is a period of fourteen (14) consecutive days (two consecutive weeks) during which full time employees are required to work a total of 72.5 ordinary hours or part time employees are required to work a total number of ordinary hours less than 72.5 hours, as specified in their part time work agreement.
- A2.2.5 *Flex Leave* – is an approved paid absence during the ordinary business hours using accrued flex credits.

A2.3 Flex Time provisions

- A2.3.1 When flex leave is taken on the day immediately preceding or following annual leave, such periods of leave will not be included in any payment for higher duties.
- A2.3.2 Flex leave can only be taken subject to the following conditions:

A2.3.2.a Unless otherwise authorised by a Council designated Manager/Supervisor, equivalent flex credits must be accrued prior to taking flex leave; and

A2.3.2.b Approval from the Manager/Supervisor must be obtained prior to taking flex leave, with oral approval being satisfactory, and where practicable, the request by the employee to take flex leave may not be less than three (3) working days in advance.

A2.3.3 Managers/Supervisors will not unreasonably refuse applications for flex leave when the application has been made in accordance with the above conditions.

A2.4 Flex Credit Accrual

A2.4.1 Subject to A2.4.3, employees may carry over flex credits beyond the settlement period within which they were accrued.

A2.4.2 The maximum flex credit that can be accrued during a settlement period is the equivalent of three (3) days or, for full time employees, twenty one (21) hours and forty five (45) minutes.

A2.4.3 Employees will not accrue more than a total of an equivalent of five (5) days or, for full time employees, thirty six (36) hours and fifteen (15) minutes of flex credits.

A2.4.4 Subject to Manger approval, and that service levels are adequately maintained, up to five (5) days, or for full time employees thirty six (36) hours and fifteen (15) minutes, of flex leave may be taken during a settlement period.

A2.5 Flex Debit

A2.5.1 In exceptional circumstances, and only upon approval of a Council designated manager/supervisor, employees may incur flex debits.

A2.5.2 The maximum flex debit that can be incurred and held during or carried over to another settlement period is the equivalent of one (1) day or for a full time employee, seven (7) hours and fifteen (15) minutes.

A2.5.3 A flex debit may only be incurred for a total of two (2) settlement periods and the debit must be paid back to a zero (0) balance by the end of the subsequent settlement period following that in which the debit was incurred.

A2.6 Lunch Break

There is no fixed lunch break. Full Time Employees must take a minimum of thirty (30) minutes and the lunch break must be taken as soon as is practicable after an employee has worked continuously for five (5) hours.

A2.7 Payment of Overtime

A2.7.1 Subject to Clause A2.7.4, overtime is payable, only in exceptional circumstances, following direction and with prior approval from a designated manager

A2.7.2 Employees who work so much overtime that the maximum five (5) days or 36 hours and 15 minutes available to be accrued as a flex credit would be exceeded, must consult with their supervisor and put in place an action plan to reduce the employee's flex leave balance to a maximum of 3 days (or equivalent) before the employee may be permitted to work further overtime hours that would result in further flex credits.

A2.7.3 Notwithstanding anything stated in Appendix Two, an employee directed to work in excess of nine (9) ordinary hours on any day, or to work overtime on a Saturday or Sunday, may, subject to sub-clause A2.4.3,

elect to accrue such time worked as a flex credit, or alternatively, to be paid for such hours at the relevant overtime rate.

- A2.7.4 Nothing in sub-clause A2.7.3 prohibits RCC from offering overtime work on the basis that an employee elects to accrue such time worked as a flex credit.
- A2.7.5 An employee who has not utilised a flex credit (by partaking in flex leave) accrued on hours worked as referred to in sub-clause A2.7.3, within 3 months of that flex credit having accrued, may apply and have that part of their flex credit balance paid out at the applicable overtime rate/s applying to the overtime hours on which it had accrued.
- A2.7.6 Where an employee has agreed with their supervisor that they wish to carry forward a flex credit, accrued in circumstances outlined in A2.7.3 may be taken, beyond 3 months, for the purpose of the employee taking flex leave at a preferred time, then the employee will not be eligible to have that flex credit paid out in accordance with A2.7.5.
- A2.7.7 Where the relevant RCC manager and employee cannot agree on a time when a flex credit accrued on overtime hours specified under sub-clause A2.7.3, the manager may direct the employee, upon giving one week's notice, of the time and amount of such flex leave to be taken.

A2.8 Rosters

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

A2.9 Notification of Termination

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.

SIGNATURES

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

Name:

Signature:

In the presence of:

Signature:

Date:

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

Name:

Signature:

In the presence of:

Signature:

Date:

Signed for and on behalf of ASSOCIATION OF PROFESSIONAL ENGINEERS, SCIENTISTS AND MANAGERS AUSTRALIA (Professionals Australia)

Name:

Signature:

In the presence of:

Signature:

Date: