

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Redland City Council

AND

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

Queensland Services, Industrial Union of Employees

(Matter No. CB/2025/113)

REDLAND CITY COUNCIL OFFICERS' CERTIFIED AGREEMENT 2025

Certificate of approval

On 31 October 2025, 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 2025**

Parties to the Agreement: Redland City Council

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

Queensland Services, Industrial Union of Employees

Operative Date: 31 October 2025

Nominal Expiry Date: 1 May 2028

Previous Agreement: *Redland Council Officers' Certified Agreement 2022*

Termination Date of Previous Agreement: 31 October 2025

By the Commission.

D. G. PRATT
Industrial Commissioner

13 November 2025

Redland City Council

Officers Certified Agreement 2025



Redland City Council Officers' Certified Agreement 2025

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Clause no.

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PART 1 – FORMALITIES

1. Title

This Agreement will be known as the Redland City Council Officers' Certified Agreement 2025, referred to as the "Agreement".

2. Parties

2.1 The negotiating parties to the Agreement are:

2.1.1 Redland City Council (RCC)

2.1.2 Queensland Services Industrial Union of Employees (QSU), trading as The Services Union

2.1.3 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 I; 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

6.1 This Agreement commences on 1 July 2025 and has a nominal expiry date of 1 May 2028. The parties may agree in writing to extend the operation of this Agreement for a further period of up to 12 months, ending no later than 1 May 2029.

6.2 To enable planning for bargaining, any mutual agreement to extend must be confirmed in writing by no later than 1 November 2027.

6.3 This Agreement will otherwise continue to operate after its nominal expiry date, or any mutually agreed extended period, until such time as it is terminated or replaced by law.

7. Renegotiation

7.1 The parties agree to commence discussions for a replacement Agreement no later than six (6) months prior to the nominal expiry date of this Agreement (1 May 2028).

7.2 Where the parties have agreed in writing to extend the operation of this Agreement beyond the nominal expiry date in accordance with Clause 6, discussions for a replacement Agreement will commence no later than six (6) months prior to the end of the extended period.

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 – State 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:
- 11.3.1 Incentive-based payments and bonuses;
- 11.3.2 Loadings;
- 11.3.3 Monetary allowances;
- 11.3.4 Penalty rates; or
- 11.3.5 Any other separately identifiable amounts.
- 11.4 *Significant Effects - include:*
- 11.4.1 Termination of employment;
- 11.4.2 Major changes in the composition, operation or size of RCC's workforce or in the skills required;
- 11.4.3 The elimination or diminishing of job opportunities, promotion opportunities or job tenure;
- 11.4.4 The alteration of hours of work;
- 11.4.5 The need for retraining or transfer of employees to other work or locations;
- 11.4.6 The restructuring of jobs; and
- 11.4.7 The introduction of new technology that will lead to significant effects as defined in Subclauses 11.4.1 to 11.4.6 inclusive and above
- 11.5 A 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 *Immediate family -*
- 11.7.1 Immediate family is defined to be the employee's current or former partner (spouse, de facto) child, parent, grandparent, grandchild or sibling, or a child, parent, grandparent, grandchild of an employee's spouse or de facto partner. This includes step, foster and adoptive relations.
- 11.7.2 RCC recognises that the above definition of immediate family may not always cover the diverse and varying range of potential personal circumstances that may exist for employees in relation to family and caring responsibilities. Employees may make application for people outside of the immediate family definition for leave purposes to the Executive Group Manager People Culture and Organisational Performance to assess and determine.

11.8 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:

Length of Services	Severance Pay
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, an '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 an employee whose 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

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

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

- 15.1 While it is not currently RCC's intention to engage in any shared resource, joint enterprise or shared service company arrangement, RCC reserves the right to make a determination regarding such arrangements. In the event that RCC 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 reasonably 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 reasonably 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. Workforce Planning

- 17.1 Workforce planning is the process of assessing RCC's current workforce in relation to its future service delivery and workforce requirements. This strategic approach enables RCC to identify gaps in the existing workforce and to plan, develop, and implement solutions to meet the operational and corporate plan commitments.
- 17.2 Engagement and consultation with relevant stakeholders within the RCC will be integral to the development of the workforce planning process and strategy.
- 17.3 Council will provide workforce planning updates as a standing agenda item at Joint Consultative Committee (JCC) meetings.

18. Joint Consultative Committee

- 18.1 All parties to this Agreement agree to establish and maintain a Joint Consultative Committee (JCC).
- 18.2 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.
- 18.3 Structure and Composition.
 - 18.3.1 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.
 - 18.3.2 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 totals defined in Clause 18.3.1
- 18.4 Terms of reference
 - 18.4.1 The JCC meetings will be scheduled quarterly.
 - 18.4.2 At the first JCC meeting of each calendar year, the RCC and the Unions will agree upon the standing agenda items for that year. These will include, at a minimum, mental health and wellbeing in the workplace, workforce planning and fatigue management. If there are no additional agenda items and the parties mutually agree the standing items do not require discussion, the scheduled meeting may be cancelled.
 - 18.4.3 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.
- 18.5 Meeting Arrangements
 - 18.5.1 The JCC shall be chaired on a rotational basis between management and union representatives. Council will provide a minute secretary for all meetings.
 - 18.5.2 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.
 - 18.5.3 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.

19. Alternative employment arrangements

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.

- 19.1 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:
 - 19.1.1 Hours of work /hours of duty;
 - 19.1.2 Wages /ordinary rate of pay;
 - 19.1.3 Overtime and penalty rates;
 - 19.1.4 Classification or reclassification;
 - 19.1.5 Allowances;

- 19.1.6 Redundancy /redeployment.
- 19.2 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.
- 19.3 This clause will only apply where the following conditions are met:
 - 19.3.1 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;
 - 19.3.2 The contract is voluntarily entered into by the employee or the appointee; and
 - 19.3.3 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

20. Schedule of Wages

- 20.1 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.
- 20.2 The divisible factor used for calculating annualised wages expressed as a weekly figure is 52.1786.
- 20.3 Payment of monies will be made using Electronic Funds Transfer (EFT) directly to the account(s) nominated 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.

21. Occupational Superannuation

- 21.1 RCC shall provide 13% superannuation contribution from 1 July 2025 and 14% superannuation contribution from 1 July 2027 on behalf of each employee, which is inclusive of the legislated superannuation guarantee amount into a nominated superannuation fund as prescribed under the Local Government Employees Superannuation Scheme established pursuant to the Local Government Act 2009 (Qld).

22. Recovery of Overpayments

- 22.1 Where an employee receives an overpayment, a reasonable repayment schedule will be implemented.
- 22.2 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 two (2) years from the date the overpayment is identified. The maximum amount deducted cannot exceed 25% of the employee's gross wages. 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.
 - 22.2.1 RCC reserves the right to reclaim amounts paid in error for a period of greater than three (3) years, in instances where the employee was responsible for the overpayment occurring.
 - 22.2.2 In the case where an employee's employment terminates with an outstanding overpayment owing, arrangements for repayment will be a standard provision of the employee's repayment schedule.

PART 5 - UNION DELEGATES AND MEMBERSHIP

23. Union Membership

- 23.1 RCC acknowledges that a person is eligible to become and/or remain a member of an industrial association without fear of discrimination.
- 23.2 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.

24. Union Delegates

- 24.1 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 reasonably withhold such request.
- 24.2 Union delegates will have access to the RCC email system, telephones (excluding mobile phones), printers and photocopiers in accordance with the RCC's Employee Code of Conduct, policies, and/or guidelines, and which can be considered to be reasonable and cost effective to RCC.
- 24.3 Global emails or intranet notices must have prior approval by an Executive Manager.
- 24.4 RCC will allow Union information and delegate contact details to be available at the employee induction program and on the intranet under mutually agreed conditions.
- 24.5 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.
- 24.6 Union delegates shall be released without loss of pay to attend and participate in industrial tribunals.

25. Union Delegates Training Leave

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

26. Union Membership Fee Deduction

- 26.1 RCC will facilitate the deduction and remittance of Union fees for employees who formally request RCC to do so.
- 26.2 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

27. Dispute Resolution Procedure

- 27.1 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.
- 27.2 The Dispute Resolution Procedure to be followed:
 - 27.2.1 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;
 - 27.2.2 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 27.2.1;
 - 27.2.3 If the grievance or dispute is unresolved via Clause 27.2.1 and Clause 27.2.2, 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;
 - 27.2.4 If after Clause 27.2.3, 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;
 - 27.2.5 If after Clause 27.2.4, 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;

- 27.2.6 If after Clause 27.2.5, the matter is unresolved and relates directly to the interpretation/implementation of the Certified Agreement, then the Executive Manager will refer the matter to People & Culture to convene a meeting of the JCC to resolve the matter, prior to moving to Clause 27.5.
- 27.3 At any stage of the procedure, an employee may seek the support of another person or Union representative.
- 27.4 Throughout all stages of the Procedure, all relevant facts shall be clearly identified and recorded.
- 27.5 If the grievance(s) or dispute(s) is referred to the People, Culture and Organisational Performance (PCOP) department or requires the PCOP 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.
- 27.6 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

28. Full time

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

29. Part time

- 29.1 Part time employment means employment for less than 36.25 ordinary hours per week.
- 29.2 All entitlements are paid on a pro-rata basis for part time employees.
- 29.3 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).
- 29.4 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.
- 29.5 Where RCC directs the employee to temporarily work additional hours above their agreed to pattern, the employee will be entitled to overtime payment.
- 29.6 Job share arrangements can be conducted using part time employment.
- 29.7 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.

30. Casual

- 30.1 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.
- 30.2 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.
- 30.3 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.
- 30.4 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%

30.5 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 Subclause 30.2 above shall be deemed overtime, and be paid for at the overtime rate prescribed by the Award.

31. Casual Conversion

- 31.1 Clause 30 applies to a casual employee who has been engaged on a regular and systematic basis for a continuous period of more than six (6) months.
- 31.2 A casual employee who has been engaged in accordance with Subclause 30.1 will, at the completion of six (6) months regular and systematic continuous service, have a right to elect to have reemployment 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.
- 31.3 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 six (6) months period, or otherwise by mutual agreement in writing.
- 31.4 An employee must not be engaged and re-engaged for the sole purpose to avoid any obligation under this agreement.

32. Flexible Working Arrangements

- 32.1 Flexible working arrangements are designed to allow employees maximum flexibility in working hours, whilst ensuring present work outputs and service to the public must not be reduced. Employees must at all times obey directions given by their manager/supervisor regarding hours of attendance. It is essential therefore, that all employees be aware that the first priority is the maintenance of acceptable service standards.

33. Four-Day Work Week

- 33.1 During the life of this agreement, RCC agrees to consider a trial of a four-day working week. This item will form part of ongoing JCC discussions, with Council undertaking appropriate business modelling and consultation with relevant union(s) regarding trial design, outcomes and any potential future initiatives.

34. Flex Time

- 34.1 Flex Time provisions are detailed in Appendix Two.

35. Breaks and Rest Pauses

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

36. Probation Period

- 36.1 All positions will serve an initial period of three (3) months' probation, during which the employee's suitability for the position will be determined.
- 36.2 If an employee's suitability or demonstrated ability to perform the role has not been established by the end of the ordinary probation period, RCC and the employee may mutually agree to extend the probationary period for up to an additional three months. Such an agreement must:
- 36.2.1 Be documented in writing; and
 - 36.2.2 Clearly outline the expectations to be met by the end of the extended probation period; and
 - 36.2.3 Include a probation extension plan, which both the employer and employee will commit to, ensuring the best opportunity for successful completion of the extended probationary period.
 - 36.2.4 RCC may terminate the employment of an employee on probation at any time during the probationary period based on fitness for duty or performance.
 - 36.2.5 Where an employee's service is considered satisfactory, or where the employee's service exceeds the designated probationary period or agreed extension, the employee's appointment will be deemed confirmed.

37. Termination of Employment

- 37.1 An employee is to provide RCC a minimum two (2) weeks' notice of termination of employment.
- 37.1.1 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.
- 37.1.2 RCC is to provide an employee the following 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

- 37.2 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.

38. Absent Without Leave

- 38.1 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.
- 38.2 Before an employee is terminated on the basis of abandonment of employment, RCC will make a reasonable effort to contact the employee.
- 38.3 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.

39. Workplace Health and Safety

- 39.1 RCC is committed to safety in the way we conduct our business.
- 39.2 RCC will continue to promote and involve employees in developing safe, health and fair workplaces.
- 39.3 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.
- 39.4 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.
- 39.5 RCC managers/supervisors and employees will:
- 39.5.1 Undertake hazard identification and risk assessment;
- 39.5.2 Implement and review control processes;
- 39.5.3 Investigate all work-caused incidents (including near misses), record and report all investigations and action/s taken;
- 39.5.4 Allocate resources, improve work processes, provide and participate in relevant WH&S training.
- 39.5.5 Ensure that all Personal Protective Equipment (PPE) is worn at all times.
- 39.6 RCC is committed to encouraging and promoting an active and healthy workforce.

40. Mental Health In The Workplace

- 40.1 RCC recognises its vital role in protecting and promoting mental health in the workplace. It is committed to raising awareness, reducing stigma, and fostering a culture of openness surrounding

mental health by:

- 40.1.1 Promoting clear communication pathways and encouraging open discussions about mental health to reduce stigma and any barriers that may prevent employees from seeking support;
- 40.1.2 Providing employees with the necessary tools and resources to help proactively manage their mental health and wellbeing, including access to the Employee Assistance Program (EAP) and information on external service providers who can offer additional support;
- 40.1.3 Educating employees through targeted mental health training programs and awareness campaigns;
- 40.1.4 Including a standing agenda item in JCC meetings to provide progress updates on mental health initiatives and gather feedback and support from participating Unions.

41. Fatigue Management

- 41.1 RCC is committed to effectively managing fatigue across the workplace. Fatigue management is a shared responsibility between management and employees, as it involves factors both within and outside of the workplace. RCC will continue to demonstrate its commitment to preventing and managing fatigue related risks in accordance with relevant Codes of Practice. This will include adopting a risk management approach to address fatigue both on an individual and organisational level.

42. Learning and Career Development

- 42.1 RCC is committed to lifelong learning at both at an organisational and individual level.
To meet the changing needs of RCC and the community, RCC agree to:
 - 42.1.1 Monitor, review and update approaches to the development of required skills and capabilities;
 - 42.1.2 Acquire and share knowledge; and
 - 42.1.3 Continue to build a workforce of capable, competent and committed employees.
- 42.2 Employees commit to learn and apply new skills and knowledge, adapt to new ways of working and to participate in initiatives which assist RCC to meet future needs.
- 42.3 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.
- 42.4 *Employees required to maintain registration with RPEQ*
 - 42.4.1 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
 - 42.4.2 RCC will reimburse the employee for the reasonable expenses associated with attending the professional development activities referred to in Subclause 42.4.1.
 - 42.4.3 Prior to attending professional development referred to in 42.4.1, 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.

43. Performance Appraisal System

- 43.1 Performance appraisals are focused on enhancing the capabilities and productivity of individuals and teams. The development, implementation and ongoing improvement of Performance Management systems will involve collaboration and consultation between management, employees, and the unions.
- 43.2 RCC will conduct employee performance appraisals annually, prior to the planning and budgeting cycles at RCC.

44. Classification / Reclassification Process

- 44.1 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.
- 44.2 Employees may submit a request for reclassification each year for consideration and RCC will provide a decision within eight (8) weeks of the submission date.
- 44.3 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.
- 44.4 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.
- 44.5 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.
- 44.6 Employees shall be given a written response to their request, including reasons where a request for reclassification to a higher level has been refused.
- 44.7 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.
- 44.8 A position reclassification application will only be assessed once per year, when the request has been received from the employee.
- 44.9 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.
- 44.10 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.
- 44.11 If a position has been reclassified two (2) or more levels, the Redundancy, and Redeployment provision within Clause 48 will be triggered.
- 44.12 The reclassified position will be advertised internally, in the first instance:
 - 44.12.1 Suitable redeployees will not automatically be placed in the reclassified position;
 - 44.12.2 If the employee of the reclassified position is the only person who applies, and is suitable for appointment (i.e.. 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.

45. Recruitment

- 45.1 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.
- 45.2 All things being equal, the most suitably skilled and qualified internal applicant will be considered as a preference for the appointment of positions classified Level One (1) to Level Four (4), inclusive, of the Award.
- 45.3 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.

46. Progression from Level 1 to Level 2

- 46.1 Council will appoint employees at Level 1.6 of the Award – (Stream A) 2017 if they are gaining work experience through a paid placement opportunity, are new to the workforce, or are returning to the workforce after an extended period and require the close direction and support provided by Supervisors to undertake the routine work responsibilities as defined by the characteristics and requirements of this level.
- 46.2 After completing 12 months of satisfactory service these employees shall move to Level 2.1 of the Award - (Stream A) and progress in accordance with the incremental progression provided for in Award – (Stream A).

47. 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.

48. Redundancy and Redeployment

48.1 Objectives:

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

48.2 Employees exempted

This clause does not apply to the following categories of employees::

- 48.2.1 Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- 48.2.2 Probationary employees;
- 48.2.3 Apprentices;
- 48.2.4 Trainees;
- 48.2.5 Employees engaged for a specific period of time or for a specified task or tasks; or
- 48.2.6 Casual employees.

48.3 Notification and consultation prior to redundancy decision

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

48.4 Redundancy Procedure

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

- 48.4.1 Following consultation, a redundancy decision is taken and employee notified in writing of the date of redundancy;
- 48.4.2 Upon notification of redundancy, the employee may be offered a departure package;
- 48.4.3 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 48.5 and 48.6 for a period of up to six (6) months. An employee must decline their offer of a departure package in writing.

- 48.4.4 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 12.6.1), where the employee's employment terminates during, or at the end of the redeployment period
- 48.4.5 If no offer of a departure payment is made, the employee will automatically partake in the redeployment process outlined at 48.5 from the date of redundancy. In such instance, Subclause 48.4.4 will not apply.
- 48.4.6 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 48.6 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.
- 48.4.7 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 Subclause 48.4.4, will be entitled to a departure payment.
- 48.4.8 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, RCC will meet with the affected employee to discuss the Retrenchment.
- 48.5 *Redeployment Process:*
 - 48.5.1 Is a process for the duration of the redeployment period, of attempting to place redundant employees in alternative positions in RCC's organisational structure.
- 48.6 The following provides an outline of the obligations of RCC and employees during the redeployment period:
 - 48.6.1 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.
 - 48.6.2 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.
 - 48.6.3 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.
 - 48.6.4 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.
 - 48.6.5 Training must be oriented towards, and tangibly linked to existing or anticipated employment opportunities, and this should be clearly outlined in the Action Plan.
 - 48.6.6 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 proactive in searching and applying for jobs.
 - 48.6.7 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.
 - 48.6.8 RCC will consider employees engaged in the redeployment process for vacancies within its organisational structure before other applicants, and:
 - a) 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

- b) If the employee is deemed suitable by the appointing manager, appoint the employee to the vacant positions; and
- c) If the employee is unsuccessful, provide feedback to the employee upon request.
- d) 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.
- e) 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.

48.7 *Redeployed at level or to lower classification:*

- 48.7.1 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.
- 48.7.2 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.
- 48.7.3 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).

48.8 *Job search entitlement*

- 48.8.1 Employees shall be allowed up to one (1) days' time off without loss of pay during each month of the redeployment period for the purpose of seeking other employment;
- 48.8.2 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.

48.9 *Financial Advice entitlement*

- 48.9.1 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.

48.10 *Transmission of business*

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

- 48.10.1 Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee; or
- 48.10.2 Where the employee rejects an offer of employment with the transmittee;
- 48.10.3 In which the terms and conditions are substantially similar and no less favorable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
- 48.10.4 Which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

PART 8 - ALLOWANCES

49. On-call and Call-out Allowances

- 49.1 These provisions apply to employees required to participate in an on-call roster as part of their employment terms
- 49.2 RCC will determine which positions are approved to participate in an on-call roster. Only approved positions will receive the on-call allowance, except as noted in 49.3.
- 49.3 During events such as a natural disaster, employees not on the regular on-call roster may be eligible for on-call allowance if they agree to respond to emergency work at RCC's request.
- 49.4 On-call employees will be provided appropriate resources to perform their duties.
- 49.5 Assignment of employees to on-call roster and duties will be undertaken in consultation between management and employees, with consideration given to reasonable direction, employee well-being, and equitable distribution of on-call roster and duties.
- 49.6 Employees on sick leave, annual leave, or long service leave, on either day of the on-call period are not eligible to be rostered on-call and will not receive payment of this allowance.
- 49.7 Employees taking unexpected leave, must notify their manager /supervisor as soon as practicable, so on-call roster adjustments can be made.
- 49.8 A maximum of five (5) stand by days can be accrued. Employees who have reached this limit cannot be rostered on-call unless:
 - 49.8.1 They have scheduled stand by days as time off; or
 - 49.8.2 With joint approval from their Group Manager and the Executive Group Manager of People, Culture and Organisational Performance, they may receive payment for excess stand by days at ordinary rates.
- 49.9 Employees are not expected to be contactable if they are not rostered on-call.

50. On-call and Call-out Provisions

- 50.1 Definitions for the purposes of this Agreement:
 - 50.1.1 An "on-call period" means the time an employee is on-call and available for call-outs.
 - 50.1.2 A "call-out" means either a "physical call-out" or a "remote call-out".
 - 50.1.3 A "physical call-out" means a call that an employee receives while they are on-call that requires them to attend a site/location to assess and/or rectify the situation which gave rise to the call-out.
 - 50.1.4 A "remote call-out" means a call or notification that an employee receives while they are on-call that does not require them to attend a site/location in order to assess and/or rectify the situation which gave rise to the call-out.
- 50.2 Call-outs must address urgent or emergency work which cannot be deferred until ordinary hours of work resume.
- 50.3 The on-call role involves either remotely troubleshooting or attending a site to make it (site or issue) safe and perform repairs. The on-call employee may seek assistance from other RCC staff with supervisor approval.
- 50.4 If further emergent or breakdown work arises before the original call-out is completed, the employee may attend to it.
- 50.5 On-call employees, who respond to physical call-outs, may use a Council vehicle during the rostered period. Only the authorised employee on-call may reasonably use the Council vehicle during the rostered on-call period as per relevant procedures.
- 50.6 A Council mobile phone will be provided for business use during the on-call period.
- 50.7 The mere provision of electronic means (e.g., a phone or laptop) does not entitle an employee to the on-call allowance.
- 50.8 An employee who is rostered on-call must be available for work and:
 - 50.8.1 Be within a forty-five (45) minute travel radius of the worksite or as agreed and documented

- with their manager prior to being on-call for physical call-outs;
- 50.8.2 Answer immediately or return a call within fifteen (15) minutes;
- 50.8.3 Be able to depart for the worksite within thirty (30) minutes of notification if required;
- 50.8.4 Be fit for duty if called upon to perform work.
- 50.9 The on-call allowance will be forfeited if the employee:
 - 50.9.1 Fails to adhere to meet the requirements in Clause 50.8; or
 - 50.9.2 Swaps shifts with another employee without proper authorisation and notification; or
 - 50.9.3 Refuse to perform the emergency work.
- 50.10 It is the employee's responsibility to accurately record the details of each call-out on their timesheet:
 - 50.10.1 Date;
 - 50.10.2 Start and finish time of each call-out;
 - 50.10.3 Description of work performed.
- 50.11 If an employee is not available for the full duration of their rostered on-call period, they will be paid fifty (50) percent of the applicable on-call allowance for that period.
- 50.12 If a remote call-out occurs within one (1) hour before a physical call-out, only the minimum physical call out payment will apply, starting from the time of the initial remote call or notification was received.
- 50.13 No additional payment will be made for remote work done during a physical call-out payment period.

51. On-call and Call-out Provisions Monday – Friday

- 51.1 Employees who are on-call Monday to Thursday will be paid \$65 for being on-call from the expected end of their ordinary hours on one day to the commencement of their expected ordinary hours the following day.
- 51.2 Employees who are on-call on a Friday will be paid \$65 for being on-call from the end of their expected ordinary hours on Friday to an agreed rostered time on Saturday.
- 51.3 Where an employee responds to a physical call-out on a Monday to Friday, they will be entitled to a minimum three (3) hour payment at the applicable overtime rate for the first call-out per on-call period. Subsequent call-outs within the same three (3) hour period do not trigger additional payment except where work extends beyond the initial three (3) hour period. Additional call-outs beyond the three (3) hour period will be paid at the applicable overtime rate for time worked with a minimum of fifteen (15) minutes payable and will include the travel time to and from work.
- 51.4 Where the employee is called upon to respond and resolve issues remotely Monday to Friday through use of an electronic device or phone, the employee will be entitled to a minimum one (1) hour payment at the applicable overtime rate for the first issue in the call-out period. Subsequent calls within the same hour do not trigger additional payment except where work extends beyond the initial minimum one (1) hour period. Additional calls beyond the one (1) hour period will be paid at the applicable overtime rate for time worked with a minimum of fifteen (15) minutes payable.

52. On-call and Call-out Provisions Saturday, Sunday and Public Holiday

- 52.1 Employees who are on-call on a Saturday will be paid \$80 for being on-call from an agreed rostered commencement time on Saturday to an agreed rostered finishing time on Sunday.
- 52.2 Employees who are on-call on a Sunday will be paid \$120 for being on-call from an agreed rostered commencement time on Sunday to the commencement of their expected ordinary hours the following day.
- 52.3 Employees who are on-call on a gazetted Public Holiday will be paid \$120 for being on-call from either the end of their expected ordinary hours or an agreed rostered commencement time on one day to either an agreed rostered finishing time or commencement of their expected ordinary hours the following day. Employees shall receive one (1) stand by day added to the employee's stand by balance for each public holiday on which the employee is required to remain on-call.
- 52.4 Where an employee responds to a physical call-out on a Saturday, Sunday or a Public Holiday, they

will be entitled to a minimum four (4) hour payment at the applicable overtime rate for the first call-out per on-call period. Subsequent call-outs within the same four (4) hour period do not trigger additional payment except where work extends beyond the initial four (4) hour period. Additional call-outs beyond the four (4) hour period will be paid at the applicable overtime rate for time worked with a minimum of fifteen (15) minutes payable and will include the travel time to and from work.

- 52.5 Where an employee is called upon to respond and resolve issues remotely on a Saturday, Sunday or a Public Holiday through use of an electronic device or phone, the employee will be entitled to a minimum one (1) hour payment at the applicable overtime time rate for the first issue per on-call period. Subsequent calls within the same hour do not trigger additional payment except where work extends beyond the initial minimum one (1) hour period. Additional calls beyond the one (1) hour period will be paid at the applicable overtime rate for time worked with a minimum of fifteen (15) minutes payable.

53. On-call Provision – Fatigue Management

- 53.1 If an employee does not receive at least ten (10) consecutive hours off duty between the end of the employee's ordinary work on one (1) day and the start of the employee's ordinary work on the next day due to call-outs, they must be provided a fatigue break. This break must ensure the employee receives ten (10) consecutive hours off duty without loss of pay for any ordinary working time occurring during such absence.
- 53.2 If an employee has already had at least ten (10) consecutive hours off duty as detailed in 58.1, and:
- 53.2.1 Receives a call-out after 2:00 am and prior to two (2) hours before their ordinary starting time, and they feel too fatigued to complete their normal shift, they may arrange an alternative start or finish time with their supervisor. There will be no loss of pay for any ordinary working time during such an absence.
- 53.2.2 Receives a call-out within two (2) hours of their ordinary starting time, the employee will complete their ordinary hours of work from the end of the call out period, or recommence work at their normal starting time. Hours worked for the call out will be paid at the applicable overtime rates, and hours following the call out will be paid at ordinary hourly rates.
- 53.3 If RCC instructs an employee to resume or continue work without having received ten (10) consecutive hours off duty (as per Clause 53.1), the employee will be paid double time until they are released from duty and provided with ten (10) consecutive hours off duty. There will be no loss of pay for any ordinary working time occurring during such absence.

54. Bushfire Allowance

- 54.1 Employees who are trained and accredited to undertake firefighting duties are eligible for the following allowances when undertaking:
- 54.1.1 Control Burns:
- a) Employees on-call will receive the applicable on-call allowance; or
 - b) If not on-call, employees will receive \$27 per day.
- 54.1.2 Reactive Firefighting:
- a) Employees on-call will receive the applicable on-call allowance; or
 - b) If not on-call, employees will receive \$40 per day.
- 54.1.3 Additional Allowances for Specific Roles:
- a) Crew Leader: \$10 per day.
 - b) Sector Leader: \$20 per day.
 - c) Planned Burn Supervisor: \$30 per day.

55. 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 and to monitor and maintain first aid kits within their workgroup.

56. Dead Animal Removal Allowance

- 56.1 Employees will be paid an allowance of \$5.77 per day when required to remove dead animals regardless of the amount collected or size of the dead animal. This allowance applies only where the task is not a part of the employee's normal or inherent duties.

57. Trainer Allowance

- 57.1 A Manager may request an experienced employee, who does not have supervisory responsibilities, to provide training and mentorship to a new employee during their probationary period.
- 57.2 Where the employee agrees to provide training and support, they shall be paid an additional allowance of \$10.39 per week each week, or part thereof, during which the training and support is provided.

58. Indexation of allowances

- 58.1 All allowances stated as monetary figures in Part 8 of this Agreement will be increased as follows:
- 58.1.1 From the first full pay period following 1 May 2026, by 3.75%;
- 58.1.2 From the first full pay period following 1 May 2027 by 3.75%;
- 58.1.3 From the first full pay period following 1 May 2028 by 3.75%; and
- 58.1.4 From the first full pay period following 1 May 2029 by 3.75% if an extension occurs as per Clause 7.

PART 9 - HOURS OF WORK**59. Hours of work**

- 59.1 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.
- 59.2 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.
- 59.3 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.

60. Weekend Work

- 60.1 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.
- 60.2 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.
- 60.3 This clause applies to all employees whether full time or part time.

PART 10 - SPECIAL EMPLOYMENT ARRANGEMENTS**61. External Construction and Maintenance Supervisors**

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

61.1 *Hours of Work***61.1.1 Span of ordinary hours**

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

61.2 Employees shall work:

- 61.2.1 80.5 hours per fortnight until a date to be determined but no later than 9 November 2026.

- 61.2.2 76 hours per fortnight from the date determined in accordance with Clause 61.2.1 without loss of pay,
- 61.2.3 The transition date referred to in Clause 61.2.2 shall be set by agreement between the Manager and the relevant union(s), or otherwise by written notice to affected employees with at least 4 weeks' notice.
- 61.2.4 Any work performed on a Saturday and /or Sunday as part of the prescribed hours per fortnight, shall be paid at time and a half for Saturday and double time for Sunday.
- 61.3 Flex Time arrangements at Appendix Two do not apply, and employees subject to Clause 61 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, 8 or 8.5 hours depending upon the roster.
- 61.4 Up to five (5) RDOs may be banked, subject to mutual agreement between the officer concerned and the manager.
- 61.5 The RDOs will predominantly be taken on either a Monday or a Friday.
- 61.6 Work on Saturdays and Sundays will be undertaken by:
 - 61.6.1 Firstly, sourcing volunteers within the workgroup /team /area;
 - 61.6.2 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;
 - 61.6.3 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.
- 61.7 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.
- 61.8 *Construction Allowance*
 - 61.8.1 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 61, an additional 1.5% of their fortnightly wage based on the hours of work stated at 61.2, and which is inclusive wages paid pursuant to 61.9.1 and 61.9.2.
- 61.9 *Annualisation of Systematic Overtime on account of Clause 61.2*
 - 61.9.1 RCC agrees to pay employees subject to Clause 61, 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 61.2
 - 61.9.2 In addition to Clause 61.9.1, employees subject to Clause 61 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 61.2, or for the duties required in the provision of supervision of Stream B & C employees in Clause 61.2.2.

62. Environmental and Education Unit Extension Officers

- 62.1 Only those employees of Environmental Extension Programs employed as Environmental Extension Officers based at Indigiscapes' are covered by this special arrangement
- 62.2 Span of ordinary hours shall be 6.00am to 9.00pm, Monday to Friday.
- 62.3 Work performed outside an employee's standard work pattern, or after 6.00 pm, must be approved by the Environment and Education Unit Service Manager.
- 62.4 Ordinary time worked on the weekend days to fulfil community education obligations as part of the Environmental Extension Programs shall be paid at time and half on Saturday and double time on Sunday.
- 62.5 Where weekend work is performed, an employee may request payment of the applicable overtimes rates be substituted with flex leave, in accordance with Clause 7.4 Appendix Two – Flex Leave Arrangements.

62.6 *Work Pattern changes*

62.6.1 Work patterns may be altered with fourteen (14) days' notice, or by mutual agreement with shorter notice, to accommodate the needs of public groups (e.g. Community Bushcare) or the business.

62.7 *Allowances*

62.7.1 Where an Environmental Extension Officer is required to work past 6.00pm to complete their standard ordinary hours, a 15% loading will apply to all hours worked on that day up to 9.00pm.

62.7.2 Hours worked outside the span of hours outlined in Clause 62.2 will attract overtime or other applicable penalty rates and are not eligible for the 15% loading.

63. Library Services

63.1 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.

63.2 *Ordinary Hours of Work*

63.2.1 Ordinary hours will be worked over not more than five (5) consecutive days in the week, except when there is a change in roster.

63.3 Span of ordinary hours (full time /part time permanent employees)

63.3.1 6.00am to 6.00pm Monday to Friday;

63.3.2 8.00am to 4.30pm Saturdays. Except as below;

63.3.3 Cleveland Library- 6.00am to 8.00pm Wednesday and Thursday;

63.3.4 Capalaba and Victoria Point Libraries - 6.00am to 8.00pm Thursday.

63.4 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.

63.5 All full time and part time permanent library employees shall receive penalty rates of:

63.5.1 15% for ordinary shifts that finish after 6.00pm and before 8.00pm; and

63.5.2 15% for shifts that finish on or after 8pm or commence before 6.00am; and

63.5.3 Time and a half for ordinary hours worked on Saturday.

63.6 Saturday work-Casuals

63.6.1 Span of ordinary hours for casual employees on Saturday will be 8.00am and 4.30pm.

63.6.2 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%:

63.7 *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.

64. Mandatory Professional Registration Market Loading

64.1 Where a position at RCC requires, as a mandatory condition listed in the employee's position description, the holding and ongoing maintenance of a professional registration involving Continuing Professional Development (CPD) obligations (e.g. RPEQ, CPA), Council may approve the payment of an annual allowance of \$3,000 per eligible employee that:

64.1.1 Is paid as a separate market loading and is not incorporated into the employee's base rate of pay.

64.1.2 Is in addition to CPD-related reimbursement entitlements under Clause 42.4.

64.1.3 Is only available where the qualification and registration are expressly required by the employee's position description under mandatory criteria.

64.1.4 Is only available to permanent employees who are actively performing duties requiring the registration.

64.1.5 Will be paid on a pro-rata basis for part-time employees based on their contracted ordinary hours.

64.1.6 Is subject to annual review and approval by the relevant Manager and Executive Group Manager People, Culture and Organisational Performance, and may be varied or withdrawn where role requirements change.

PART 11 - FATIGUE BREAK

65. Ten (10) hour break after overtime

- 65.1 If an employee who works so much overtime between the termination of the employee's ordinary work on one (1) day and the commencement of the employee's ordinary work on the next day and does not receive 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.
- 65.2 If on the instructions of RCC such an employee resumes or continues work without having received had ten (10) consecutive hours off duty, as per Clause 65.1, the employee will be paid double time until the employee is released from duty and provided with for such period until the employee has had ten (10) consecutive hours off duty. There will be no loss of pay for any ordinary working time occurring during such absence.
- 65.3 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. All paid leave requests must not be unreasonably refused however approval is subject to operational requirements and sustainability. All leave is to be approved prior to taking the leave.

66. Annual Leave

- 66.1 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.
- 66.2 Part time employees will receive a pro-rata entitlement based on the average number of weekly hours worked over the accrual period.
- 66.3 Annual leave shall be exclusive of any statutory holiday occurring during that period of that annual leave.
- 66.4 Annual leave can be taken at half pay, except when being used for sick or carers leave. A minimum of two (2) days of annual leave must be taken when accessed at half pay.
- 66.5 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.
- 66.6 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.
- 66.7 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.
- 66.8 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.

67. Re-crediting of Annual Leave

- 67.1 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.
- 67.2 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.

68. Annual Leave Loading Lump Sum Payment

- 68.1 Employees will receive leave loading at the time of payment of annual leave unless they elect to receive it as a lump sum payment in the pay period that includes 1 December each year.
- 68.2 Only accrued leave amounts are eligible to contribute towards the leave loading lump sum payment.
- 68.3 An employee must notify Payroll of their intention to receive a leave loading lump sum payment by 1 December 2026, and thereafter by 1 December of each subsequent calendar year preceding the year in which the payment is to be made.
- 68.4 Once an employee elects to receive leave loading as a lump sum payment, they must notify Payroll prior to 1 December of any subsequent year if they wish to revert to receiving leave loading at the same time annual leave is taken.

Accrued leave loading amounts designated for lump sum payment will be paid in the pay period that includes 1 December each year.
- 68.5 Upon cessation of employment with RCC for any reason, any accrued and unpaid leave loading will be paid to the employee.

69. Purchased Leave

- 69.1 All permanent and temporary employees who have successfully completed their probation period may purchase additional leave in accordance with Clause 69, subject to manager approval and the maintenance of satisfactory service levels /standards.
- 69.2 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 69.11, 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.
- 69.3 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.
- 69.4 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 69.10).
- 69.5 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 accrue 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.
- 69.6 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.
- 69.7 Employees with a current annual leave balance of greater than six (6) weeks are not permitted to purchase additional leave.
- 69.8 Employees who at any point during a year exceed a total combined annual and purchase leave balance of eight (8) weeks, will immediately cease accruing purchased leave and consult with their immediate supervisor about implementing a process to reduce their accrued leave balances.
- 69.9 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.
- 69.10 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 two (2) weeks approved on 15 December 2025, purchase leave will not commence accruing until the 1st pay period falling after 1 February 2025*

- 69.11 Once a period of purchased leave has been approved and processed by payroll, the leave must be taken within six (6) months after having fully accrued (i.e. within eighteen (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 69.4).
- 69.12 In 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 69.4).

70. Sick Leave

- 70.1 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.
- 70.2 Employees may take accumulated sick leave accruals on a pro rata basis in the first twelve (12) months.
- 70.3 Sick leave will accrue on a daily basis.
- 70.4 Employees may access sick leave for physical or mental health issues that prevent them from presenting fit for work.
- 70.5 Sick leave may be used to attend a pre-booked medical appointment with a practitioner stated in Subclause 70.7.1 for current or preventative health concerns. The employee must provide proof of attendance at such appointment, to the satisfaction of RCC, if requested by RCC.
- 70.6 Medical evidence will only be required for consecutive absences of more than two (2) days.
- 70.7 Medical evidence is defined as:
- 70.7.1 A certificate that includes the approximate duration of the illness provided by a Registered Health Practitioner, as defined by the Australian Health Practitioner Regulation Agency (AHPRA) or a Speech Pathologist registered by Speech Pathology (SPA).
- 70.8 There shall be no cap on the amount of sick leave days, which may be accumulated.
- 70.9 Sick leave days accumulated will not be paid out on separation.
- 70.10 An employee who falls ill/sick on a RDO or Flex Day will not receive any further day off in- lieu.

71. Reproductive Leave

- 71.1 An employee who has exhausted their paid personal leave may access up to five (5) additional days of paid leave per calendar year for the purposes of managing a medically diagnosed chronic reproductive health condition, subject to approval by the Executive Group Manager People, Culture and Organisational Performance
- 71.2 This leave is non-cumulative, does not accrue, and is only available upon provision of supporting medical documentation.

72. Absence Management

- 72.1 RCC will periodically review sick leave records to identify employees who have an excessive number of non-certified absences or who exhibit patterns of non-certified absences that raise reasonable concerns. Throughout this process, employees have the right to be accompanied or represented by a person or organisation of their choice.
- 72.2 If an employee's attendance does not improve following initial discussions with their direct supervisor, they may be placed on an absence management plan. Under this plan, medical evidence will be required for each and every instance of absence. Failure to improve attendance on an absence management plan may result in a subsequent disciplinary process.

For the purposes of this clause, excessive sick leave is defined as fifteen (15) or more uncertified sick leave days within a twelve (12) month period or on a pro-rata basis for the timeframe being reviewed

73. Payment of Accumulated Sick Leave

- 73.1 To promote productivity and foster a positive culture of presenteeism, employees may register with Payroll to receive a payment to offset a reduction in their sick leave balances as follows:
- 73.1.1 For every five (5) days of sick leave accrued and unused in a twelve (12) month period, one (1) day will be paid out at the employee's ordinary hourly rate with a corresponding reduction of one (1) day from the employee's sick leave balance.
- 73.1.2 A maximum of three (3) days may be paid out each year.
- 73.2 The following calculations can occur in a twelve (12) month period:

Sick Leave Taken	Maximum Paid Entitlement	Maximum Sick Leave Balance Reduction
0 days	3 days	3 days
1 – 5 days	2 days	2 days
6 – 10 days	1 day	1 day
11 + days	0 day	0 day

- 73.3 Payment will be made in the first pay run period following the employee's sick leave anniversary date.
- 73.4 For new employees who register upon commencement, the initial entitlement will be calculated based on their sick leave anniversary date.
- 73.5 For existing employees who register, the initial entitlement will be calculated for the twelve (12) month period starting from their next sick leave anniversary and ending on the following anniversary date.
- 73.6 An employee's registration for this scheme will be ongoing but may be withdrawn at any time by providing written notice to Payroll.

74. Unpaid Sick Leave Entitlement

- 74.1 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.
- 74.2 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.

75. Carer's Leave

- 75.1 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 or to attend a pre-booked medical appointment.
- 75.2 Medical evidence will only be required for consecutive absences of more than two (2) days.
- 75.3 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.
- 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.
- 75.4 Carer's leave may be taken for part of a single day.
- 75.5 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:
- 75.5.1 Sick and require care and support; or

75.5.2 Require care due to an unexpected Emergency with the approval of their Manager/Supervisor.

75.6 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.

75.7 A casual employee is not entitled to any payment for the period of non-attendance.

76. Unpaid Carer's Leave Entitlement

76.1 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.

76.2 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.

77. Bereavement Leave

77.1 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.

77.2 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.

77.3 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.

77.4 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.

78. Long Service Leave

78.1 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.

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

78.3 Granting of LSL is subject to operational requirements of the RCC.

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

78.4.1 pro-rata entitlement at normal pay after seven (7) years; or

78.4.2 pro-rata entitlement at half pay after seven (7) years; or

78.4.3 long service leave can be taken in broken periods.

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

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 (Qld)*.

78.6 An employee may apply to council on compassionate or financial hardship grounds for long service leave to be paid out instead of accessing leave provisions when eligible. The application to People and Culture must be accompanied by a statutory declaration to substantiate any request.

79. 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.

80. 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.

81. Sporting Leave

81.1 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:

81.1.1 Accepted as being a sport by the Australian Sports Commission; or

81.1.2 Recognised at the Olympic or Commonwealth Games; or

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

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

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

82. Emergency Service Leave

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

83. Paid Long Parental Leave

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

83.2 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 fourteen (14) week's paid parental leave concurrent with such entitlement.

83.3 Eligible employees may take paid long parental leave at half-pay doubling the paid leave period stated at 83.2.

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

83.5 Eligible part-time employees are entitled to paid long parental leave on a pro-rata basis which will reflect the employee's weekly pattern of hours worked immediately preceding the four (4) week period prior to the commencement of parental leave.

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.

83.6 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.

83.7 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 at the same time.

83.8 Where both parents or caregivers are employees of RCC, the total combined paid long parental leave period must not exceed fourteen (14) weeks.

83.9 An employee who is entitled to short paid parental leave will be entitled to long paid parental leave where reasonable evidence establishes a change of circumstances which necessitates an employee assuming the primary caregiver role, and the change of caring responsibility occurs no later than twelve (12) months from the birth or placement of the child.

83.10 Where an employee has accessed short paid parental leave and assumes the primary caregiver role, any parental leave already taken will be deducted from the fourteen (14) week entitlement.

- 83.11 All employee entitlements will accrue during the period of paid long parental leave, on a pro-rata basis.
- 83.12 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.
- 83.13 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.

84. Paid Short Parental Leave

- 84.1 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.
- 84.2 Eligible employees may take short paid parental leave at half-pay, doubling the paid leave period stated at 84.1.
- 84.3 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.
- 84.4 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 at the same time.
- 84.5 An employee who is entitled to short paid parental leave will be entitled to long paid parental leave where reasonable evidence establishes a change of circumstances which necessitates an employee assuming the primary caregiver role, and the change of caring responsibility occurs no later than twelve (12) months from the birth or placement of the child.
- 84.6 Where an employee has accessed short paid parental leave and assumes the primary caregiver role, any parental leave already taken will be deducted from the fourteen (14) week entitlement

85. Unpaid Parental Leave

- 85.1 Unpaid parental leave is subject to and in accordance with the QES.
- 85.2 Employees who return to work no later than twelve (12) months following the commencement of their paid long parental leave shall receive the following entitlements, based on their paid parental leave rate, for the period of unpaid parental leave taken:
 - 85.2.1 Annual leave credit;
 - 85.2.2 Sick leave credit;
 - 85.2.3 Long service leave;
 - 85.2.4 Superannuation

86. Lactation Leave

- 86.1 Employees returning from parental leave are entitled to one (1) hour of paid lactation break for each full-time workday completed or on a pro-rata basis for part-time employees.
- 86.2 Lactation breaks may be taken in one (1) block or split into separate breaks during the day, subject to negotiation with their direct supervisor.

87. Notification of Absence

- 87.1 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 call or telephone text message by a minimum of half an hour prior to normal start time, or at the first opportunity on the day of absence.
- 87.2 Failure to notify of an absence on more than one occasion may result in:
 - 87.2.1 Disciplinary Action; and /or
 - 87.2.2 Exclusion from participation in Flex Time or any other Special Working Arrangement.

88. Severe Weather/Natural Disaster Leave

- 88.1 An employee who, because of circumstances caused by severe weather or a natural disaster event;
 - 88.1.1 Is prevented from attending work due to a significant risk to their personal safety, should they do so, or
 - 88.1.2 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 employee's 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*
 - 88.1.3 Has experienced damage to personal property or possessions that reasonably requires their urgent attention; or
 - 88.1.4 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 event (non-cumulative) distinct from other forms of paid leave, at the discretion of the Chief Executive Officer (CEO).
- 88.2 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 88.1.1 to 88.1.4 and, if required, a signed statutory declaration in support.
- 88.3 The CEO will not unreasonably refuse access to a claim demonstrated to fall within the eligibility criteria described at Clauses 88.1.1 through to 88.1.4.

89. Domestic and Family Violence Leave/Support

- 89.1 Clause 89 will be read in conjunction with RCC's guideline and procedures on domestic and family violence, and supplements the QES.
- 89.2 An employee experiencing domestic and family violence may, at the Executive Group Manager People, Culture and Organisational Performance's (EGM PCOP) sole discretion, and where the EGM PCOP considers special circumstances exist, be granted up to a total of 20 days per annum (non-cumulative) paid domestic and family violence leave. This leave is inclusive of domestic and family violence leave provided for under the QES.
- 89.3 In order to provide support to an employee experiencing domestic and family violence, RCC is committed to providing a safe and secure work environment, RCC will approve any reasonable request from an employee including::
 - 89.3.1 Reasonable workplace adjustments including transfer to a different position, changes of workstation or location, work email and work telephone number, span of hours or pattern of hours and/or shift patterns
 - 89.3.2 Referral to Council's Employee Assistance Program (EAP) or other domestic violence support services as appropriate. .

90. Equal Employment Opportunity

- 90.1 The parties recognise the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practices, that encourage equality of employment and development opportunities, continue and are promoted, during the life of this Agreement. This will include:
 - 90.1.1 Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;
 - 90.1.2 Inclusion of statements during recruitment that Council is an equal opportunity employer;
 - 90.1.3 Ensuring selection of applicants for vacant positions is conducted in accordance with the law;
 - 90.1.4 Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests;

- 90.1.5 Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the Anti-Discrimination Act 1991.
- 90.2 The Council is committed to equal remuneration for work of equal or comparable value.

APPENDIX ONE - WAGE SCHEDULE

[illegible]

Year	Commencement of full pay period following 1 July 2025				Commencement of full pay period following 1 May 2026				Commencement of full pay period following 1 May 2027				Commencement of full pay period following 1 May 2028 (if required)			
Increase	5%				4.50%				3.25% (3.5% if inflation rises higher than 3%)*				3.00% (4.5% if inflation rises higher than 3%)*			
Wages	\$				\$				\$				\$			
Level 6.1	103,159.27	3,954.08	54.54	68.17	107,801.43	4,132.02	56.99	71.24	111,304.98	4,266.31	58.85	73.56	114,644.13	4,394.30	60.61	75.76
Level 6.2	106,626.45	4,086.98	56.37	70.47	111,424.64	4,270.89	58.91	73.64	115,045.94	4,409.70	60.82	76.03	118,497.32	4,541.99	62.65	78.31
Level 6.3	110,091.58	4,219.80	58.20	72.76	115,045.70	4,409.69	60.82	76.03	118,784.68	4,553.00	62.80	78.50	122,348.22	4,689.59	64.68	80.86
Level 7.1	113,556.72	4,352.62	60.04	75.05	118,666.78	4,548.48	62.74	78.42	122,523.45	4,696.31	64.78	80.97	126,199.15	4,837.20	66.72	83.40
Level 7.2	117,020.86	4,485.40	61.87	77.33	122,286.80	4,687.24	64.65	80.81	126,261.12	4,839.57	66.75	83.44	130,048.96	4,984.76	68.76	85.94
Level 7.3	120,486.01	4,618.22	63.70	79.62	125,907.88	4,826.04	66.57	83.21	129,999.89	4,982.88	68.73	85.91	133,899.88	5,132.37	70.79	88.49
Level 8.1	124,645.17	4,777.64	65.90	82.37	130,254.21	4,992.63	68.86	86.08	134,487.47	5,154.89	71.10	88.88	138,522.09	5,309.54	73.23	91.54
Level 8.2	128,803.33	4,937.02	68.10	85.12	134,599.48	5,159.18	71.16	88.95	138,973.97	5,326.86	73.47	91.84	143,143.18	5,486.66	75.68	94.60
Level 8.3	132,962.52	5,096.44	70.30	87.87	138,945.83	5,325.78	73.46	91.82	143,461.57	5,498.87	75.85	94.81	147,765.42	5,663.83	78.12	97.65
Level 8.4	136,864.71	5,246.01	72.36	90.45	143,023.62	5,482.08	75.61	94.52	147,671.89	5,660.25	78.07	97.59	152,102.04	5,830.05	80.41	100.52
Level 8.5	140,769.83	5,395.69	74.42	93.03	147,104.47	5,638.50	77.77	97.22	151,885.36	5,821.75	80.30	100.37	156,441.92	5,996.40	82.71	103.39

1. CPI*

In the years where a CPI cap applies, the following will occur:

- a. **Annual Wage Review:** RCC will compare the fixed percentage increase with the Brisbane All Groups CPI, as published by the ABS in the December quarter of the proceeding year (compared to the same quarter of the year before).
- b. **Application of the Cap**
 - If the Brisbane CPI exceeds the cap (e.g. 3.5%), the CPI used for the purpose of calculating the wage increase will be limited to the cap.
 - The wage increase will then be the greater of the fixed percentage increase or the capped CPI percentage.
- c. **No Backpay Adjustment:** Where the CPI exceeds the cap, no retrospective adjustment will be made to account for the full CPI amount above the cap.
- d. **Transparent Communication:** The calculated increase and source data (including the ABS CPI release used) will be published to employees following the release of December quarter CPI each year.

APPENDIX TWO - FLEX LEAVE ARRANGEMENTS

1. Flex Leave Eligibility

- 1.1 Full time and part time permanent employees may accrue flex leave.
- 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.
- 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 cooperation 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.
- 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.
- 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.

2. Definitions

- 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.
- 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.
- 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 and accrues on a time for time basis.
- 2.4 *Settlement Period* - is a period of fourteen (14) consecutive days two (2) consecutive weeks) during which full time employees are required to work a total of seventy two point five (72.5) ordinary hours or part time employees are required to work a total number of ordinary hours less than seventy two point five (72.5) hours, as specified in their part time work agreement.
- 2.5 *Flex Leave* - is an approved paid absence during the ordinary business hours using accrued flex credits.

3. Flex Time Provisions

- 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.*
- 3.2 Flex leave can only be taken subject to the following conditions:
 - 3.2.1 Unless otherwise authorised by a Council designated Manager /Supervisor, equivalent flex credits must be accrued prior to taking flex leave; and
 - 3.2.2 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.
- 3.3 Managers /Supervisors will not unreasonably refuse applications for flex leave when the application has been made in accordance with the above conditions.

4. Flex Credit Accrual

- 4.1 Subject to 4.3, employees may carry over flex credits beyond the settlement period within which they

were accrued.

- 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.
- 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.
- 4.4 Subject to Manager 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.

5. Flex Debit

- 5.1 In exceptional circumstances, and only upon approval of a Council designated Manager /Supervisor, employees may incur flex debits.
- 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.
- 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.

6. Lunch Break

- 6.1 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.

7. Payment of Overtime

- 7.1 Subject to Clause 7.4, overtime is payable, only in exceptional circumstances, following direction and with prior approval from a designated Manager
- 7.2 Employees who work so much overtime that the maximum five (5) days or thirty six (36) hours and fifteen(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 three (3) days (or equivalent) before the employee may be permitted to work further overtime hours that would result in further flex credits.
- 7.3 Where an employee has reached the maximum flex credit cap as described in 4.3 and is unable to reduce their balance due to critical business needs, the employee may request:
 - 7.3.1 To have part or all of their existing flex credit paid out at the time for time (ordinary rate) basis or;
 - 7.3.2 To have any further additional hours worked paid at the applicable overtime rates, rather than accruing additional flex credits.
 - 7.3.3 Such requests must be approved by both the relevant Group Manager and the Executive Group Manager People, Culture and Organisational Performance.
- 7.4 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 Subclause 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.
- 7.5 Nothing in Clause 7.4 prohibits RCC from offering overtime work on the basis that an employee elects to accrue such time worked as a flex credit.
- 7.6 An employee who has not utilised a flex credit (by partaking in flex leave) accrued on hours worked as referred to in Clause 7.4, within three (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.
- 7.7 Where an employee has agreed with their supervisor that they wish to carry forward a flex credit, accrued in circumstances outlined in 7.4 may be taken, beyond three (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 7.6.

- 7.8 Where the relevant RCC manager and employee cannot agree on a time when a flex credit accrued on overtime hours specified under Clause 7.4, the manager may direct the employee, upon giving one week's notice, of the time and amount of such flex leave to be taken.

8. Christmas Flex Accrual and Use

- 8.1 From 1 October each calendar year, employees may accrue up to an additional three (3) days of flex leave, referred to as Christmas Flex, for the sole purpose of using this leave during the Council directed stand down period over the Christmas and New Year period.
- 8.2 Where an employee is required to work during the stand down period and is unable to utilise their Christmas Flex, the accrued Christmas Flex must be used by 31 January of the following year.
- 8.3 Any unused Christmas Flex not taken by 31 January will be forfeited unless otherwise approved by the relevant Group Manager and Executive Group Manager of People, Culture and Organisational Performance due to exceptional circumstances.

9. Rosters

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

10. Notification of Termination

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

SIGNATURES

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

Name: LOUISE RUSAN

Signature: LOUISE RUSAN

In the presence of: Signature:

Date: 23 September 2025

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

Name: Signature: NEIL HENDERSON NEIL HENDERSON

In the presence of: Signature: JOHN DONAGHY JOHN DONAGHY

Date: 16/9/25

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

Name: SEAN KELLY – QLD DIRECTOR

Signature: SEAN KELLY

In the presence of: JAKOB GOULD

Signature: JAKOB GOULD

Date: 17/09/2025