

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Sunshine Coast Regional Council Field-Based Staff Certified Agreement No. 1 2009

Matter No. CA/2009/76

Commissioner Thompson

25 August 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 25 August 2009 the Commission certifies the following written agreement:

Sunshine Coast Regional Council Field-Based Staff Certified Agreement No. 1 2009 – CA/2009/76

Made between:

Sunshine Coast Regional Council (ABN 37 876 973 913)

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;
Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees;
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees;
The Australian Workers' Union of Employees, Queensland;
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
Transport Workers' Union of Australia, Union of Employees (Queensland Branch).

The agreement was certified by the Commission on 25 August 2009 and shall operate from 25 August 2009 until its nominal expiry on 30 June 2011.

This agreement replaces the following:

- Caloundra City Council Certified Agreement No. 5 (CA/2005/477)
- Maroochy Shire council Certified Agreement 2005 (CA/2005/450)
- Noosa Council - Certified Agreement 2004 (CA/2004/288)

By the Commission.

Commissioner Thompson

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s.156 – certifying an agreement***Sunshine Coast Regional Council****ABN No. 37 876 973 913****AND**

- Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland – ABN No. **59 459 725 116**.
- The Australian Workers' Union of Employees, Queensland – ABN No. **54 942 536 069**.
- The Construction, Forestry, Mining & Energy Industrial Union of Employees, Queensland – ABN No. **12 898 529 251**
- Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees
- Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees – ABN No. **69 844 574 256**
- Plumbers & Gasfitters Employees' Union Queensland, Union of Employees – ABN No. **70 511 013 431**
- Transport Workers Union of Australia, Union of Employees (Queensland Branch) – ABN No. **80 519 643 130**

SUNSHINE COAST REGIONAL COUNCIL FIELD-BASED STAFF CERTIFIED AGREEMENT NO.1 2009**APPLICATION FOR CERTIFICATION OF AGREEMENT**

- This Agreement, made under the *Industrial Relations Act 1999* on 20 July 2009 between Sunshine Coast Regional Council, ABN 37 876 973 913, and Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland, The Australian Workers Union of Employees, Queensland, The Construction, Forestry, Mining & Energy Industrial Union of Employees, Queensland, Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees, Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees, Plumbers & Gasfitters Employees Union Queensland, Union of Employees and Transport Workers' Union of Australia, Union of Employees (Queensland Branch), witnesses that the parties mutually agree as follows:

PREAMBLE

This Certified Agreement represents a milestone in the coming together of the new Sunshine Coast Regional Council.

As Council's first Certified Agreement, the agreement aims to provide a framework for management, employees and Unions to work collaboratively toward the Council becoming an innovation leader with particular focus on productivity, flexibility, quality service delivery in all areas of Council's operations and the wellbeing and development of Council's employees.

TABLE OF CONTENTS

Subject Matter	Clause No.
PART 1: APPLICATION & OPERATION	
Title.....	1
Definitions and Abbreviations.....	2
Parties Bound.....	3
Single Bargaining Unit (SBU).....	4
Application	5
Date and Period Operation	6
Relationship to Awards and Industrial Instruments.....	7
Purpose and Objectives of the Agreement	8
SCRC Employment Group & Consultation	9
Positive Workplace Relations	10
Dispute Settlement / Resolution	11
Copy of Agreement.....	12
Local Area Work Agreements (LAWA).....	13

PART 2: EMPLOYMENT	
Types of Employment.....	14
Part Time Employment	15
Permanent Conversion	16
Secondments.....	17
Job Sharing Arrangements.....	18
PART 3: REMUNERATION	
Wage & Salary Increases.....	19
Schedule of Wages	20
No Extra Claims	21
Income Maintenance for Redeployed Employees	22
Allowances	23
Overtime.....	24
Service Time.....	25
Work Locations & Transfers	26
PART 4: EMPLOYMENT BENEFITS	
Salary Sacrifice.....	27
Superannuation	28
Positions Requiring Special Licences/Permits	29
Healthy Lifestyle Initiatives	30
Mid Career Break	31
Workplace Facilities	32
Employee Development	33
Study Assistance.....	34
PART 5: HOURS OF WORK & FLEXIBLE WORKING ARRANGEMENTS	
Hours of Work.....	35
Flexible Working Arrangements	36
Special Working Arrangements	37
Working From Home	38
Time off in Lieu of Overtime	39
Christmas Shutdown	40
Supervisors of 38 hour week employees	41
Breaks.....	42
PART 6: LEAVE	
Annual Leave.....	43
Personal (Sick and Carer) Leave	44
Bereavement Leave	45
Long Service Leave	46
Parental Leave	47
Leave Without Pay	48
Jury Service Leave.....	49
Emergency Services Leave.....	50
Natural Disaster Leave	51
Military Leave	52
Study Leave	53
PART 7: WORKPLACE PRACTICES	
Workplace Health and Safety	54
Employee Wellbeing	55
Equity & Diversity	56
Classification of Positions	57
PART 8: WORKPLACE CHANGE	
Employment Security	58
Contracting/Outsourcing/Shared Services	59
Workplace Change Notification	60
Redundancy/Redeployment/Retrenchment.....	61
Transmission of Business	62

PART 9: SIGNATURES

PART 10: APPENDIX

Terms of Reference – SCRC Employment Group.....	Appendix A
Schedule of Local Area Work Agreements	Appendix B
Schedule of Wages	Appendix C
Nine Day Fortnight Arrangements	Appendix D
Study Assistance.....	Appendix E

PART 1: APPLICATION AND OPERATION**1 Title**

This agreement will be known as the Sunshine Coast Regional Council Field-Based Staff Certified Agreement No.1 2009.

2 Definitions and Abbreviations

The following generic definitions apply in this Agreement:

Act

The *Industrial Relations Act 1999 (Qld)*

Agreement

Sunshine Coast Regional Council Field-Based Staff Certified Agreement No.1 2009 [hereinafter referred to as the Agreement].

Business

Includes trade, process, business or occupation and includes part of any such business and “transmission” includes transfer, outsourcing, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding meaning.

Commission

The Queensland Industrial Relations Commission

Confined Space

Is a compartment, space or place the dimensions of which necessitate such employee working in a stooped or otherwise cramped position, or without proper ventilation and subject thereto includes such a space as in the case of locomotives, inside the barrels of boilers, fire boxes, water spaces or tenders, side tanks, bunker tanks, saddle tanks or smoke boxes, or in other cases, inside boilers, steam drums, mud drums, fire boxes or vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, super-heaters, or economisers or working in tunnels or ducts less than 1.2 metres in diameter.

Consultation

An exchange of information by the parties and the affected employees, enabling all the participants to genuinely contribute to the decision making process taking into consideration all relevant views of the participants.

Council

Sunshine Coast Regional Council

Immediate Family

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

Local Area Work Agreements (LAWA)

This is an agreement based on the needs of a specific work area within Council which may vary the conditions of employment, however, when viewed as a whole the employee/s will not overall be disadvantaged when employed under the terms of a LAWA.

No Disadvantage Test

Defined in accordance with the *Industrial Relations Act 1999 (Qld)*.

Productivity

Productivity is the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness. Productivity gains may be in a variety of forms, which may include:

- The provision of the same level and quality of services at a lesser input;
- The provision of a greater level of customer service at the same or lesser input;
- New sources of income, offsets and partnerships;
- The development of a capacity to provide increased services in those work units where growth is occurring;
- Updated technology;
- Any agreed combination of the above.

Mutual Agreement

Shall mean agreement in writing between the Council, Employees and the Union [where appropriate].

Work Team

Is a group of employees who works collectively together for a common purpose and may or may not be based in one physical location.

3 Parties Bound

The parties to this Agreement are – Sunshine Coast Regional Council and its employees covered by the Awards listed in Clause 7 and the following unions:

- AMWU – The Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland.
- AWU – The Australian Worker’s Union of Employees, Queensland.
- CFMEU – The Construction, Forestry, Mining and Energy Industrial Union of Employees, Queensland.
- ETU – Electrical Trades Union of Employees, Queensland Branch.
- FEDFA - Federated Engine Drivers & Firemen’s Association of Queensland Union of Employee’s
- LHMU – Liquor, Hospitality and Miscellaneous Union - Queensland Branch Union of Employees.
- PGEU – The Plumbers and Gasfitters Employees Union Queensland, Union of Employees.
- TWU – The Transport Workers Union of Australia, Union of Employees (Queensland Branch).

4 Single Bargaining Unit (SBU)

For the purposes of negotiating and implementing an enterprise agreement on behalf of all unions and employees in accordance with the principles as set out in the Industrial Relations Act 1999 (Qld), a Single Bargaining Unit (SBU) has been established.

5 Application

This Agreement shall apply to the unions detailed in Clause 3 above, the Council and all its employees covered by the awards covered in Clause 7 below.

6 Date and Period of Operation

This Certified Agreement shall operate, in accordance with its terms, from the date of certification to the 30 June 2011.

7 Relationship to Awards and Industrial Instruments

This Agreement shall be read and interpreted wholly in conjunction with the terms of the following Awards, as amended provided that where there is any inconsistency between this Agreement and any of the parent Awards, this Agreement shall prevail to the extent of that inconsistency. Where this agreement is silent the provisions of the relevant parent award shall apply.

- Building Trades Public Sector Award – State
- Children Services Award – State 2006
- Engineering Award – State
- Hospitality Industry Restaurant, Catering and Allied Establishments Award
- Health and Fitness Centres and Indoor Sports Award – South-East Queensland
- Local Government Employees’ (excluding Brisbane City Council) Award – State

8 Purpose & Objectives of the Agreement

- 8.1** The purpose of this Agreement is to provide a framework for management, unions and employees to work together towards improving service delivery to our community, maximising productivity and providing a workplace that employees can be proud of.

8.2 Shared objectives include:

- Fostering a workplace that is responsive to a changing environment;
- Developing and valuing people's capability, skills, resources, creativity and innovation to change and improve the organisation;
- Commitment to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community and the Council's customers through improved wages, conditions and employment security linked to the acquisition of new skills, technologies and knowledge;
- To create agility, adaptability and responsiveness based on a culture of continual improvement, innovation and learning;
- Promotion of a harmonious, respectful and productive work environment through ongoing cooperation and consultation;
- Valuing employees, creating a safe and great place to work, attracting, rewarding, retaining and developing skills;
- Engaging with employees and helping them through change;
- Focusing on competitiveness to ensure the Council maintains a viable, effective and secure workforce; and
- Promoting job satisfaction by enabling employees to gain and utilise a broad range of skills and access to relevant training programmes to support employees' achievement of these objectives.

8.3 The parties will be committed to and cooperate with the terms of this Agreement to ensure its ongoing success.

9 SCRC Employment Group & Consultation

9.1 To facilitate the implementation of this Agreement and ongoing workplace change as a result of amalgamation and workplace reform, effective consultation and communication is essential. To this end, the Sunshine Coast Regional Council (SCRC) Employment Group shall be maintained as the primary consultation forum between management and unions.

9.2 The Parties are committed to a consultative and participative workplace culture that will bring about change and reform through cooperation. Management will assist and support these processes by providing resources and staff to participate where required.

9.3 Upon the completion of negotiations for this agreement the SCRC Employment Group shall continue to meet every two months during the life of this agreement.

9.4 The Terms of Reference for the SCRC Employment Group is attached as Appendix A.

10 Positive Workplace Relations

10.1 This Agreement recognises the concept of "Freedom of Association" and the employees' right to be represented by the industrial organisations party to this Agreement and by their accredited representatives.

10.2 Right of Entry

As outlined in relevant legislation, Council will allow reasonable access to its employees during normal working hours by accredited officials of a Union that is party to this Agreement provided such access does not disrupt the work activities of Council employees and wherever possible reasonable notice will be given to the CEO/delegate for the following purposes:

- Meeting with workplace delegates; or
- Meeting with employees; or
- Meeting with relevant management members on matters associated with agreement or current industrial workplace issues; or
- To conduct union business matters or matters incidental to union business including Workplace Health & Safety.

10.3 New Employees

The Council will provide all new employees:

- Access to the agreement (as per clause 12);
- Detailed information on the relevant unions and their delegates;
- Unions may upon request attend Council inductions.

10.4 Union Training Leave

A Council Union Delegate or elected workplace representative, with approval of the Union and Council, shall be granted up to five (5) days leave with pay each calendar year, non cumulative, to attend approved union training courses/seminars, which are designed to promote good industrial relations and industrial efficiency within the workplace. Other courses mutually agreed between the Union and Council may be approved.

10.5 Union Delegates Support

In establishing an appropriate relationship between the Council and the Unions, and as part of encouraging employees to exercise their right to join and remain members of the relevant union the following shall apply:

1. A person elected or appointed as a Union delegate shall, upon notification to Council from the relevant Union, be recognised as the accredited representative of the Union;
2. A Union delegate shall have the right without loss of pay to discuss work related matters which are of concern to any employee or to convey information relating to the workplace to employees provided that the union delegate shall advise the relevant supervisor/s before hand and not unduly interfere with the work in progress;
3. A Union delegate shall be allowed a reasonable period of time without loss of pay during work hours to consult with an authorised official of the union provided that this does not unduly interfere with the work in progress;
4. The Council shall provide the Union delegate with access to a telephone and other suitable facilities (where practical) to progress inquiries on behalf of a member on work related matters; and
5. The Union delegate shall have the right with the approval of the CEO/delegate to place notices on notice boards at the Council's premises, provided that such notices are authorised by the Union and deal with legitimate Union matters.

11 Dispute Settlement / Resolution Procedure

11.1 Effective communication between employees and management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain efficient and sound working relationships.

11.2 In the event of any grievance or dispute arising between Council and its employee in relation to this Agreement and any employment related matter arising subject to the Queensland Industrial Relations Commission having the jurisdiction to deal with the dispute, the following procedures shall be applied:

Step 1

Any employee or employees with a grievance or dispute will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible. The employee may request union representation or a nominated support person.

Step 2

If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next higher level of management and the employee/s. The employee may request union representation or a nominated support person.

Step 3

Should the matter remain unresolved, it should then be referred to the Chief Executive Officer who will attempt to facilitate a resolution with the employee. The employee may request union representation or a nominated support person.

Note: Where practical, the above steps shall take place within seven (7) working days.

If after the above steps the matter remains unresolved, the dispute may be referred by either party to the Queensland Industrial Relations Commission for conciliation and if remains unresolved either party may utilise the Commission's arbitration provisions, subject to the Commission having jurisdiction to deal with the matter. The parties agree that any arbitrated decision by the QIRC will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.

11.3 Whilst the grievance/disputes procedure is being followed, the continuation of work and customary work practices (status quo) shall prevail until such time as a settlement is reached, except where a bona fide Workplace Health and Safety issue is involved. Where a bona fide Workplace Health and Safety issue is involved, an employee shall not work in an unsafe environment.

11.4 Where appropriate, the employee shall accept reassignment to alternative suitable duties or an alternative work environment whilst a resolution to the dispute is pending.

11.5 The above procedures do not restrict the Council or an authorised officer of the relevant Union from making representations to each other at any stage in this procedure.

12 Copy of Agreement

All current employees will be given ready access to a copy of this Agreement and all future employees will be provided with access to a copy upon commencement of employment.

13 Local Area Work Agreements (LAWA)

- 13.1** The parties recognise the need for “across the board” arrangements as outlined in this Agreement, together with supporting local agreements which address issues of concern for specific sections of the workforce. Accordingly, it is intended that this be an overarching Agreement and that, progressively, a series of Local Area work Agreements (hereinafter called “LAWA”) may need to be developed to ensure that all Employees and Council has the opportunity and flexibility necessary to be able to provide services which are viable, cost effective and competitive within certain work groups.
- 13.2** The aim of the LAWA is to allow sufficient flexibility for those specific sections of the workforce so that Council can provide cost effective and competitive services. LAWA’s are not intended to supplant or in any way derogate from the minimum work conditions set out in this Agreement. The parties recognise that a LAWA may vary the conditions of employment; however, when viewed as a whole the Employee must not be in an inferior overall position in terms of conditions than they would be under the terms off this Agreement or the Award.
- 13.3** LAWA’s to form part of and continue for the life of this Agreement are listed in Appendix B – Part A
- 13.4** LAWA’s that covered individual work areas from the three previous Councils, will be honoured in full for a period of up to eighteen [18] months post certification of this Agreement are listed in Appendix B – Part B. During this time a review will be conducted by management in consultation with affected employees and relevant unions of the existing LAWA’s. If any LAWA is terminated by either party, the “no disadvantage” test as defined in Clause 2 shall apply and the wage increases contained in clause 19 will not be taken into consideration.
- 13.5** Any new LAWA is to be developed in accordance with Clause 13.6.

13.6 Process for developing a LAWA

LAWA’s will be encouraged and implemented subject to the following requirements:

1. During the life of this agreement, if the parties determine a LAWA is required, consultation with the relevant union will occur in regard to the process and content of such agreements;
2. Development of the LAWA will involve the Council, Council Employees directly affected and relevant Union/s;
3. The majority (75%) of Employees affected by the change to a LAWA must agree to the change
4. The LAWA will be in writing and will be subject to Agreement between the Council and the relevant Union(s), and signed by the Council and Branch/State Secretary of the relevant union(s);
5. The scope of areas covered by the LAWA may include all of the service unit or a section or group members as determined by the parties, but an LAWA shall not be made in respect solely of an individual Employee;
6. The content of the LAWA may be extensive and will examine all areas of employment conditions which may be considered relevant to the improved and continuous efficiency and effectiveness of the workplace;
7. Where local initiatives have implications for other unit/s, employee representatives from the Council’s management will be invited to participate in the discussions;
8. Where local initiatives seek to alter Award or this Agreement, the LAWA will specify the clauses of the relevant Award and/or this Agreement to be overridden as a consequence of the operation of the LAWA;
9. It is acknowledged that any LAWA agreed to during the life of this Agreement will not form a part of this Agreement, unless a variation is made to incorporate its terms. However by approval of management and relevant unions, a new LAWA developed during the life of this Agreement may come into operation prior to the Agreement’s expiry, provided it does not disadvantage the employees involved; and
10. Any dispute relating to the operation of an LAWA will be managed in accordance with the agreed procedures and the time lines under grievance and dispute clause of this Agreement.

PART 2: EMPLOYMENT

14 Types of Employment

The types of employment will be based on the full provisions of the relevant parent award.

15 Part Time Employment

- 15.1** Work rosters will be mutually agreed in advance and may be altered to meet operational requirements and/or work-life balance issues. Changed work rosters, including any increased or decreased hours are to be mutually agreed.
- 15.2** All time worked in excess of the hours mutually agreed between Council and an employee will be overtime and paid at rates set out in accordance with the relevant award.
- 15.3** It is agreed that all Parties to this Agreement will facilitate part-time employment where it can be demonstrated that such an arrangement does not result in any extra cost to Council, the job is appropriate to part time employment and that any arrangement proposed by the employee/s has been agreed by management in the particular work area.

16 Permanent Conversion

- 16.1** A casual or maximum-term working on a systematic and regular basis for a period of twelve months may apply to convert their casual or maximum-term status to permanent full-time or part-time depending on the average hours worked over the preceding twelve months. Council will take into account the following factors:
1. Business needs specific to work areas
 2. Regularity of hours and length of employment;
 3. Likelihood of ongoing funding available for the position; and
 4. Legislative requirements pertinent to particular business areas.
- 16.2** Conversion would not occur if the maximum-term appointment was for one specific project with a specified end date.

17 Secondments

- 17.1** Secondments are placements whereby an employee is placed temporarily in a position at the same or higher level and that the employee meets the requirements of the position. A secondment may be to an internal position or within another organisation.
- 17.2** The purpose of the secondment is to enable the employee to develop new or enhance their existing competencies, or enable Council to utilise an employee's unique knowledge and skills. Secondments will take place by mutual agreement between the employee and Council and details shall be documented in a written agreement between the employee, Council and the organisation sponsoring the secondment.
- 17.3** On completion of a secondment, the permanent employee will return to their substantive position.

18 Job Sharing Arrangements

- 18.1** It is agreed that all Parties to this Agreement will facilitate job sharing and/or part-time employment where it can be demonstrated that such an arrangement does not result in any extra cost to Council, the job is appropriate for job sharing or part time appointment and that any arrangement proposed by employee/s has been agreed by management in the particular work area. In particular:
- Job Share arrangements may involve up to four [4] incumbents;
 - The position that job share takes place in will be treated as a single position and the hours can be split in any proportion between the incumbents as negotiated between the Manager and the incumbents;
 - Accrual of entitlements is proportional, based on the proportion of a full-time job being performed;
 - Job Share positions will have a roster system that equitably distributes all Public Holidays proportionally to the split of hours worked;
 - In circumstances where one of the job share partners is absent (e.g. annual leave, sick leave etc) or extra work is available, additional hours will be offered to the other job share partner at ordinary time rates within the ordinary start and finish times but with no obligation on that employee to accept the offer of additional hours;
 - Any additional hours outside the ordinary start and finish time will be paid at the applicable overtime rates;

- Job Share positions may be trialled for a period of up to three months to establish the effectiveness of the Job Share arrangements; and
- Should the Job Share position be deemed unsuitable the incumbents will return to their original status and position following a minimum of four [4] weeks notice.

PART 3: REMUNERATION

19 Wage & Salary Increases

- 19.1** During the term of this Agreement the following annual wage and salary increases will be applied on the first full pay period following the dates specified below:
- 19.2** Progression through the applicable salary increments of pay, shall be in accordance with the provisions of the relevant parent award.

DATE OF INCREASE	INCREASE PERCENTAGE
At Certification	1% backdated to 1 January 2009
1 July 2009	4% or Brisbane CPI or \$35 whichever is the greater
1 July 2010	4% or Brisbane CPI or \$35 whichever is the greater

20 Schedule of Wages

- 20.1** The minimum hourly (and annual) rate of salary payable to employees is set out in Appendix C of this agreement.
- 20.2** Payment of monies will be made using Electronic Funds Transfer (EFT) directly to the account nominated in writing by the employee and will be paid on a fortnightly basis. Should the account details change for the depositing of salary it will be the responsibility of the employee to provide sufficient notice of the change of details to ensure that payments are able to be accurately transferred at all times.
- 20.3** Nothing contained within this Agreement shall preclude the employer from paying any employee at a higher rate than that prescribed in Appendix C.

21 No Extra Claims

The parties agree that, other than as provided under the Local Area Work Agreement process or as reflected in this Agreement, this Agreement constitutes a closed Agreement in settlement of all claims in relation to the terms and conditions of employment of employees to whom it applies and that the parties will not pursue further claims during the term of this Certified Agreement. This clause does not exclude any increases in allowances as determined by any relevant legislation and the State Wage Case Variations.

22 Income Maintenance for redeployed employees

- 22.1** When an employee accepts redeployment to a position that is a lower classification level than their previous classification level the Council agrees to maintain an employee's income/salary/wage until either:
1. A maximum period of eighteen [18] months; or
 2. The employee is no longer employed by the Council; or
 3. The employee is appointed to a position where the income/salary/wage is equal to or more than the income/salary/wage of the previous position.
- 22.2** Council agrees to apply all wage increases provided for in this agreement to the employee's maintained income/salary/wage.
- 22.3** Accrued entitlements to be paid at pre income maintenance rate of pay for employees who are redeployed to a lower classification level when leave is taken.
- 22.4** When an employee accepts redeployment to a position that is a lower classification level than their previous classification level, Council agrees to pay the employee's accrued entitlements at the maintained income/salary/wage.

23 Allowances

All applicable allowances for employees shall be in accordance with the provisions of the relevant awards and/or Local Area Work Agreements unless specified below.

23.1 On-Call/Call out and Remote Allowances

1. **On Call Allowance**

Council may require an employee to be on call, or to perform emergency work outside of the employee's agreed scheduled ordinary working hours. Employees on call are required to hold themselves available to perform emergency work if required by Council.

Where Council requires the employee to be on call and be readily available and accessible (both physically and/or by telecommunications as appropriate) to perform emergency work an allowance at the rate of \$35 per weekday (Monday to Friday) and/or \$40 per weekend day (Saturday and Sunday) or public holiday for each day the employee is on call shall be paid. When on-call only involves telecommuting – the allowance shall be paid at the rate of 75%.

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

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

2. Call Out Allowance

If an employee is required to travel to a work place to perform the necessary emergency work, all work performed by the employee shall be paid for at the prescribed overtime rates for that day, from the time of leaving home to commence work until the time the employee returns home. The payment received in these circumstances shall not be less than two hours salary at time and one half.

An employee shall not be entitled to a minimum payment in respect of each call-out unless the equivalent hours equal to the minimum payment has elapsed, from the time when the employee had been previously recalled to work.

Overtime worked when an employee is recalled to work when an employee is on a call-out, shall be regarded as overtime for the purposes of clause 38 of this Agreement, where the actual time worked is more than two hours on such recall or on each subsequent recall.

3. Remote Telecommuting Allowance

On call employees required to respond to after-hours calls for assistance via telephone or computer (and not required to personally attend on site to a call out) will be paid a minimum of 1 hour at the applicable ordinary hourly rate.

23.2 Vehicle Allowance

Where an employee (excluding those employed under the *Building Trades Public Sector Award - State*) is required by Council to use their private motor vehicle the employee shall be paid an allowance per kilometre in accordance with the scale of such allowance as prescribed by the Australian Taxation Office Guidelines as amended from time to time.

23.3 Live Sewer Allowance

To rectify an inequality, all the terms relating to the 'Live Sewer Allowance' entitlement of Clause 5.8.2 of the *Local Government Employees' (excluding Brisbane City Council) Award – State* will by virtue of this agreement, also now apply to all employees engaged under the *Building Trades Public Sector Award – State* and *Engineering Award*.

23.4 First Aid Allowance

Employees who have been appointed as a designated First Aid Officer, shall receive an allowance of \$13.20 per week (minimum of two [2] Full-Time Equivalent days per week).

23.5 Electrical Contractors Licence Allowance

This is a special allowance paid outside any award provision which is paid where Council requires an employee to hold an Electrical Contractor Licence to enable them to perform duties of their appointed position. This is an all purpose allowance of \$60.10 per week.

23.6 Electrical Work Licence Allowance

This is a special allowance paid outside any award provision which is paid where Council requires an employee to hold an Electrical Work Licence to enable them to perform duties of their appointed position. This is an allowance of \$20 per week.

23.7 Confined Space Allowance

An allowance of \$22 per week is payable to members of a team of employees in accordance with the provisions of the Engineering Award who have successfully completed the appropriate training within the required period and the work conducted is in accordance with Workplace Health & Safety requirements.

23.8 Tool Allowance

Where Council does not provide the tools required for the position, and therefore employees are required to supply and use their own tools to carry out Council business, they shall receive an allowance of \$22.50 per week.

24 Overtime

Overtime shall be paid in accordance with the full provisions of the relevant award.

25 Service Time

Where an employee is directed to service a piece of Council plant or vehicle in accordance with the manufacturers service manual outside of normal working time, the employee would be paid the appropriate overtime rate for the time worked.

26 Work Locations and Transfers

26.1 Work Location

All employees and all positions at SCRC will have a single designated usual start/finish work location.

For the purposes of this clause a usual start/finish location shall mean a designated administration office, depot, library, water treatment plant, etc.

The designated usual work location shall be the current existing work location that the employee/s are appointed to or the work location which existed upon commencement of their employment with the predecessor councils prior to amalgamation.

26.2 Short Term Work Location Transfers

For short term operational purposes [maximum of 6 weeks], Council may require an employee to alter their usual start/ finish work location to an alternative work location from the usual starting point. Where council requires employees to start at an alternative work location the travel/transfer allowances payable and contained within relevant awards shall apply where such travel is to be undertaken outside of ordinary working hours.

The parties agree that short-term transfer are designed to provide Council with flexibility to meet specific, genuine, short term operational work requirements.

Short term transfers will not be used to unnecessarily transfer employees or rotate employees between fixed work locations. Where the agreed timeframe [6 weeks] for short-term work requirements has been exhausted, the employee may elect to return to their usual start/finish location. Wherever possible, Council will minimise the need for employees to alter the usual designated starting location of employees.

26.3 Permanent Work Location Transfers

The usual work location (start/finish point), at which employees are usually based may be permanently transferred to another work location within the Council area, to meet operational needs.

In accordance with the provisions of the Local Government Workforce Code of Practice, such transfers may only occur where an employee can reasonably travel to and from home on a daily basis to the new work location and this does not cause undue hardship to the employee.

The agreement Disputes Resolution Procedure shall apply, when an employee claims a proposed permanent transfer of their current work location will cause them undue hardship.

Where Council makes a definite decision to permanently transfer an employee to a new designated fixed start/finish work location, discussions must take place in accordance with Clause 60 "Workplace Change Notification" of this agreement.

The employee and the relevant union/s will be given a minimum of four [4] weeks notice of a substantive change to the employees work location as a result of a permanent transfer, unless a lesser period is mutually agreed between Council, the employee and the relevant union/s. Wherever possible as much notice as practical in excess of four weeks will be given.

Where an employee is disadvantaged by being required to permanently transfer to another work location with Council which is more than ten [10] kilometres in the commuter distance from home to their previous location of work (and visa-versa) then the employee shall receive a travel allowance for the additional kilometres, unless the employee has been alternatively compensated by the provision of car pooling, commuter use of a vehicle and or changing the commencement/finishing times to cater for the additional travelling time.

The payment shall be in accordance with the per kilometre rates set by the ATO and amended from time to time or the relevant parent award whichever is the greater and such payments will continue for the term of this agreement.

26.4 Voluntary Work Location Area Transfers

An employee may seek voluntary transfer due to another location being more beneficial to the employee. Consideration of any such request will be at the discretion of CEO/ delegate based on operational requirements and availability of positions in the various locations. In this case no travel allowance is payable on voluntary transfer of location

PART 4: EMPLOYMENT BENEFITS

27 Salary Sacrifice

- 27.1** All permanent/maximum term full-time or part-time employees may agree to salary sacrifice part (or the total) of their remuneration in return for other benefits, such as additional employee superannuation contributions etc.
- 27.2** The employee's right to sacrifice a part (or the total) of their salary or wage shall be subject to any Commonwealth taxation laws affecting salary sacrifice arrangements or rulings of the Australian Taxation office in relation to salary sacrifice arrangements which may be introduced or amended from time to time during the term of this Certified Agreement.
- 27.3** The amount the employee sacrifices must be sufficient to cover the cost to Council of the benefit the employee wishes to receive, including any Fringe Benefit Tax payable on the benefit and the cost to Council of the non-deductibility of that Fringe Benefits Tax. The employee authorises Council to make those deductions from her/his remuneration, and the employee, not Council, will be responsible for any salary sacrifice arrangements established. That includes retaining or taking over from Council any ongoing legal obligations in respect of any benefits for which the employee has salary sacrificed, upon termination of the employee's employment.
- 27.4** The earnings base for calculating the employee's entitlements such as overtime, and employer superannuation contributions will not be affected by any salary sacrifice arrangements the employee enters into with Council.
- 27.5** Council recommends employees consult a taxation adviser to ensure any possible Taxation and Fringe Benefits Tax implications are understood, if any, related to a salary sacrificing agreement, before the employee signs this document. Fringe Benefits Tax is reported on the employees annual Payment Summary.

28 Superannuation

Council shall provide a superannuation benefit to all eligible employees engaged under the terms of this Agreement, as prescribed by the *Local Government Act 1993* in accordance with the terms of the Local Government Superannuation Scheme.

29 Positions Requiring Special Licences/Permits

- 29.1** Council recognises the requirement of incumbents in certain positions to hold special licenses / permits as detailed in relevant position descriptions. For example, positive notice blue card for child related employment, electrical licenses etc. This does not include professional memberships.
- 29.2** If one of these licenses or permits becomes a new requirement after a person has been appointed to a position, the Council will pay for the costs of this license or permit.
- 29.3** If the license or permit is a requirement of the position, candidates would be expected to hold that license / permit upon application for employment.

29.4 In addition, renewals of special licences and permits, as approved by the CEO, will be paid by Council.

30 Healthy lifestyle Initiatives

Council is committed to assisting employees who wish to participate in maintaining a healthy lifestyle. Over the term of this agreement, Council in consultation with employees and unions through the SCRC Employment Group will develop and agree to a Healthy lifestyle Initiatives guideline to foster a range of practical initiative which benefits both Council and employees.

31 Mid Career Break

31.1 Council is committed to assisting its long serving loyal employees. An employee with ten [10] years or greater service, may apply to the CEO for mid-career break, for the purposes family, study, travel etc.

31.2 Each claim for a mid-career break shall be considered on its merits, and subject to council being in position to meet operational requirements, an application should not be unreasonably withheld.

31.3 Where a mid-career break is approved, the terms of the break should be in writing, stating the length of the break and agreed return date and must guarantee the employees substantive position and all existing remuneration and employment benefits upon return. Any employee on an approved mid-career break shall not accrue any leave entitlements whilst absent, however any mid-career break will not constitute a break in the employee continuous service.

32 Workplace Facilities

The Council agrees to comply with the provisions of the *Workplace Health & Safety Regulation 2008*.

33 Employee Development

33.1 Career Development

The parties are committed to supporting employee career progression in accordance with the merit-based principles in the areas of recruitment, selection, training and development.

In order for employees' career development all positions will be advertised internally first unless the CEO/delegate approves the simultaneous advertising both internal and external if it has been assess as a high priority and there is a limited internal market. Where a position has been advertised simultaneously (both internal and external), any internal applicant should be assessed for suitability before external applicants are considered based on the merit principle.

All advertised positions shall be made available to employees on the Council's intranet site and notice boards to enable existing employees to apply.

33.2 Training & Development

The Parties agree that a highly skilled and flexible workforce is a major ingredient in achieving increased efficiency and productivity and Council is committed to providing the following:

1. Training & skill development;
2. Employee career development opportunities through access to an appropriate training program. The program shall be based on nationally accredited competencies and curriculum where these are available and appropriate;
3. Training and skill development will generally be carried out in normal working hours. However, in order to meet normal workloads and commitments, training after hours will remain an option. Any Council organised training outside normal working hours shall have regard to employees' family responsibilities;
4. Where Council requests an employee (including casual employees) to attend a training course outside of normal working hours the employee may elect TOIL or the overtime rates. This will include travelling time in excess of the employee's normal commuting time;
5. Trainees and apprentices who are required to attend compulsory training courses will be provided with reasonable transport and/or accommodation assistance as approved by the CEO/delegate;
6. Council will comply with the requirements of the Code of Practice in terms of the provisions of training to any employee who has been redeployed for the life of this agreement; and

7. Where practical, wet days shall be used for training of field based employees.
8. The parties to this agreement recognise that employees have been practising multi-skilling in Local Government for many years. The parties further recognise that this has delivered many benefits to Council. In that light, Council agrees to support the development of a new Competency Based Classification Structure for all employees engaged under the Local Government Employees' (Excluding Brisbane City Council) Award - State 2003. The parties are committed to supporting the bipartisan development of an award based classification structure during the life of this agreement. The classification structure will enable employees to progress upward to higher classification levels as they acquire and are required to use additional skills. It is also intended that the proposed classification structure provision will facilitate the formal acquisition and recognition of skills as an inherent part of the process. Payment and classification will be based on the acquisition and recognition of skills required to be used by specific employees.

34 Study Assistance

All employees shall be entitled to the study assistance provision detailed in Appendix E.

PART 5: HOURS OF WORK & FLEXIBLE WORK ARRANGEMENTS

35 Hours of Work

The ordinary hours of work for all employees shall be in accordance with the relevant parent award.

36 Flexible Working Arrangements

- 36.1** The parties acknowledge that at the time of entering into this certified agreement there are various existing flexible working arrangements for employees from the predecessor councils. The parties acknowledge that during the life of the agreement there may be changes and settling of the organisation and it is important that consistency be maintained. Council as a new organisation will need to review its operations to ensure it can deliver services and maintain operational efficiencies if it is to meet its goals. Therefore, the arrangement detailed in 36.3 is an arrangement for the term of this agreement and Council will work with employees and unions to develop a flexible arrangement that best meets both Council operational needs and at the same time provide for flexibility and work-life balance of its employees.
- 36.2** All employees shall work a Nine-Day fortnight. Whilst ensuring present work outputs and service to the public must not be reduced. Employees must at all times obey directions given by their supervisors regarding hours of attendance. It is essential therefore, that all employees be aware that the first priority is the maintenance of acceptable workflows. Accordingly, there will need to be co-operation between employees and management in planning of working time.

36.3 Nine Day Fortnight

The full terms and conditions of the Nine Day Fortnight provisions are detailed in Appendix D.

37 Special Working Arrangements

- 37.1** Notwithstanding clause 36 above Special Working Arrangements may be entered into by agreement in the following two (2) circumstances:
 1. The CEO/delegate may require a special working arrangement for either an individual or team in order to meet the efficient operation of the Council's business; such arrangement may be on a permanent basis or alternatively for a specified period; or
 2. An employee may require a Special Working Arrangement in order to better accommodate for their personal commitments or work life balance; such arrangement may be on a permanent basis or alternatively for a specified period.
- 37.2** Any arrangement, shall be by agreement in writing between the CEO/delegate and employee/s (and relevant union where applicable) and must not, on balance, disadvantage the employee in relation to their overall terms and conditions of employment.

38 Working from Home

- 38.1** Employees may be permitted to work from home as a means of increasing productivity through decreased overheads, and to meet employees' personal circumstances.
- 38.2** This will be subject to the demands of the position, the actual work content, and mutual agreement between the employee and employer.

- 38.3** Employees who are approved to work from home will be covered by all statutory provisions, such as Workplace Health & Safety and Workers Compensation, as if they were working from or in Council premises.

39 Time off in Lieu of Overtime (TOIL)

- 39.1** Flexible working arrangements can be of mutual benefit to all employees, Council and service delivery to the community. To this end, Time off in Lieu of Overtime (TOIL) may apply in accordance with the following arrangements:
1. Overtime can only be worked or accrued with approval by Management.
 2. Such overtime worked is to be paid at the applicable overtime rate unless there is agreement between the Manager and employee that the overtime can be stored and taken at a later date as TOIL.
 3. Arrangements for accruing and taking or being paid for overtime should be agreed in advance between the employee and their Manager.
 4. Managers are responsible for managing TOIL and associated record keeping in their own work areas.
 5. The taking of TOIL will be by agreement between the employee and the supervisor.
- 39.2** If TOIL cannot be taken within a three-month period, TOIL in excess of the equivalent of five [5] days that has not been taken is to be paid at appropriate overtime rate.
- 39.3** Employees who at certification have a current TOIL balance over and above the 5 days will have twelve [12] months to bring down their total TOIL balance to the equivalent of five [5] days.

40 Christmas Shutdown

- 40.1** The CEO may allow specific work areas of the Council to have a Christmas shutdown period, based on operational and community requirements.
- 40.2** Employees shall be given six (6) months notice of any intention by the Council to implement a Christmas shutdown for their specific work area.
- 40.3** Employees will be required to use banked RDO's, TOIL, Flextime or Annual Leave for time off during a Christmas shutdown. All employees participating in a Christmas shutdown will be given the opportunity to accrue the required amount of RDO, TOIL or Flextime to cover the agreed shutdown period.

41 Supervisors of 38 hours per week Employees

Where an employee directly supervises employees working a 38 hour week under other relevant awards, and is required to be in attendance for the span of hours, the employee shall be paid an additional 4.827% loading to their applicable hourly rate or the award whichever is greater.

42 Breaks

- 42.1** An employee who is required to work overtime during or following a Sunday, Rostered Day Off or Public Holiday for a period in excess of two hours any part of which falls between 8:45pm and 3:00am, on a night preceding the performance of ordinary duty, must have 10 consecutive hours break between the termination of that overtime and the commencement of ordinary duty. If on the instructions of the Council such an employee resumes or continues work without having had such ten consecutive hours off duty, he or she shall be paid double rates until he or she is released from duty for such period and he or she shall be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 42.2** An employee who works so much overtime (in excess of two hours) between the termination of ordinary work on one day and the commencement of ordinary work on the next day that has not had at least 10 consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he or she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Council such an employee resumes or continues work without having had such 10 consecutive hours off duty, he or she shall be paid double rates until he or she is released from duty for such period and shall then be entitled to be absent until has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

PART 6: LEAVE

43 Annual Leave

All annual leave entitlements shall be in accordance with full annual leave provisions of the relevant parent Award subject to the following conditions:

All employees (except casuals) shall be entitled to twenty (20) days annual leave or pro-rata if Part-Time in accordance with the full provisions of applicable parent Award.

Annual leave may be taken at half pay, effectively doubling the period for which leave can be taken.

43.1 Purchase of Leave

Employees shall have the opportunity to obtain additional annual leave up to four (4) weeks per annum on an unpaid basis. This is to be achieved by mutual agreement between the employee and the Manager. The employee electing to reduce their annual salary by the corresponding level of unpaid leave sought and recalculating salary payments over twenty six (26) fortnights, thus ensuring continual income throughout the year.

44 Personal [Sick & Carers] Leave

All personal leave entitlements shall be in accordance with full personal leave provisions of the relevant parent Award subject to the following conditions:

All employees (except casuals) are entitled to accrue fifteen (15) days paid personal leave per year of service (pro-rata for part-time employees) in accordance with the full provisions of the relevant parent Awards.

Personal Leave may be taken as sick leave when an employee suffers a personal illness or injury. Carers leave may be taken when an employee is required to provide care or support to a member of the employee's immediate family or a household member who requires care or support as a result of sickness, injury or an unexpected emergency.

There will be no ceiling to the amount of sick leave which can be accrued.

44.1 Sick Leave

1. When taking sick leave the employee must notify their supervisor/manager of their absence as soon as practical – where possible within the first 30 minutes or at least by the close of business on the first day of absence.
2. A medical certificate from a registered health practitioner or other evidence to the Council's satisfaction is required for absences greater than two (2) days of sick leave.
3. If it is deemed necessary by the CEO/Delegate due to a regular pattern of sick leave which is not supported by, a medical certificate or other evidence to the Council's satisfaction, a medical certificate or other evidence to the Council's satisfaction will be required to be produced for any one (1) day of sick leave. It is acknowledged that these regular patterns can be due to personal problems beyond the employee's control and this clause is clearly related to a potential abuse of sick leave and the intent is to open discussion between the employee and their manager.
4. If an employee while absent from duty on annual leave is overtaken by illness the employee shall, on production of a medical certificate certifying that such employee was incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five days, and subject to the provisions below, be entitled on application to have such period of illness which occurs during the employee's annual leave debited to the employee's personal leave entitlements and the employee's annual leave entitlement shall be adjusted accordingly. However this entitlement to use sick leave whilst on annual leave is not payable if an employee is receiving workers' compensation or through injury sustained by an employee outside the scope of their employment caused by or contributed to by the employee's own negligence or participation in sport or games in respect of which such employee receives any payment by way of fee or bonus.

44.2 Carers Leave

1. The employee wherever practical, is required to give the Council notice prior to the absence of the intention to take carer leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence.
2. If it is not practical for the employee to give prior notice of absence, the employee shall notify the Council by telephone of such absence at the first opportunity on the day of the absence.
3. A medical certificate from a registered medical practitioner (or other evidence to Council's satisfaction) detailing that in the opinion of the medical practitioner, or other evidence to the Council's satisfaction the member of the immediate family or household has had or will have a personal illness or injury in the period.

Where the amount and/or frequency of personal leave taken by an employee is beyond that which is acceptable by the CEO/delegate, the employee and their supervisor are required to discuss the issue and develop strategies to assist the employee.

45 Bereavement Leave

All bereavement leave entitlements shall be in accordance with full bereavement leave provisions of the relevant parent Award subject to the following conditions:

- All employees (except casuals) are entitled to a five (5) days paid bereavement leave to be taken as per the relevant parent Awards.

46 Long Service Leave

All Long Service leave entitlements shall be in accordance with full Long Service leave provisions of the relevant parent Award subject to the following conditions:

- All employees are entitled to long service leave that accrues at the rate of 1.3 weeks per year of service in accordance with the relevant Awards. After seven [7] years of continuous service, employees are entitled to 9.1 weeks pro rata.
- Long Service Leave may be accessed for periods of less than two weeks if annual leave entitlements have been exhausted.
- Employees may utilise the provision for long service leave to be taken at half pay, effectively doubling the period for which leave can be taken.

47 Parental Leave

47.1 For all employees, parental leave entitlements shall be in be in accordance with the provisions of clause 27 Parental Leave of the *Local Government Officers Award 1998*, subject to the following additional provisions:

47.2 The employee will be entitled to take up to 18 months parental leave.

47.3 A full-time employee is entitled to return and work on a part-time basis for a period of two (2) years from the day the employee commenced parental leave and may seek extension as per the award. This entitlement is only available for one parent or shared between the parents.

47.4 An employee approved to take parental leave may request to be paid their accrued annual leave and long service leave entitlement (provided the employee has at least seven [7] years service), and be paid in full or at half pay.

47.5 Council will contribute superannuation insurance cover on behalf of an employee during any period of unpaid parental leave.

47.6 Paid Parental Leave

1. Based on an employees length of service, the employee will be entitled to a number of weeks paid parental leave (see table below);

Length of Service	Paid Parental Leave Entitlements (Weeks)
Less than 12 months	0
Greater than 12 months but less than 24 months	6
Greater than 24 months but less than 36 months	8
Greater than 36 months but less than 48 months	10
Greater than 48 months	12

2. Employees may take the paid parental leave at half-pay;
3. Part-time employees are eligible for paid parental leave on a pro-rata basis of the average weekly hours for the preceding 12 months;
4. Paid parental leave will be effective from the date of commencement of parental leave and forms part of the eighteen (18) months unpaid parental leave entitlement;

5. The period of paid parental leave is payable once only in connection with each birth or adoption of a child/children to an employee or employees of Council;
6. Parents are entitled to the combined total of up to twelve (12) weeks paid parental leave on a shared basis in relation to the birth or adoption of their child/children provided that the parents are both employees of Council and the employee claiming paid parental leave is the primary and sole care giver of their child/children;
7. With the exception of the one (1) week's paid paternity leave (clause 49.7), paid parental leave is to be available to only one parent at a time in a single unbroken period;
8. The entitlements specified in clause 48.6 shall also be applied if the child is still-born;
9. All employee entitlements will accrue during the period of paid parental leave, on a pro-rata basis.

47.7 Paid Paternity Leave

1. One (1) week paid paternity leave at the time of the birth or adoption of the child may be taken.
2. This Paid Paternity Leave entitlement forms part of the total Paid Parental Leave entitlement.

47.8 Application of clauses 46.6 and 46.7 will apply to any parental leave taken after 1 February 2009.

48 Leave without Pay

An employee may seek leave without pay which will be at the discretion of the CEO/Delegate. Such leave will not constitute a break in the continuity of service of the employee, however, accrual of benefits and leave during this period will be suspended after a period of three [3] days.

49 Jury Service Leave

All employees (except casuals) are entitled to be paid their ordinary rate of pay while on jury service leave. Upon receipt of remuneration from the Court for jury service, the employee shall reimburse the Council.

50 Emergency Services Leave

- 50.1** All employees (except casuals) engaged as a volunteer in a recognised emergency service organisation (eg Rural Fire Brigade) may be entitled to up to five (5) days paid Emergency Services Leave per year. This leave is not cumulative.
- 50.2** Employees who exceed the five (5) days will be allowed to use annual leave, banked RDO's or TOIL.
- 50.3** To avoid disruption to work, employees are required to seek approval from the CEO to join a recognised emergency service organisation. Certification of attendance at Emergency Services operations will be required for payment purposes.

51 Natural Disaster Leave

- 51.1** Where a State of Emergency has been declared which results in situations where employees are unable to perform their required functions and reasonable duties, or where to continue working under extreme conditions is inadvisable due to workplace health and safety considerations and where employees are required to leave the work site and return home, employees shall be permitted to leave without loss of pay, upto a maximum of three [3] days and such leave is subject to approval by the CEO.
- 51.2** Where any employee is isolated as a result of a declared State of Emergency caused by but not limited to a natural flood, cyclone, bushfire, tsunami, volcano or earthquake events, and accordingly is unable to report to work at any of Council's depots or premises from which that employee's duties are conducted by means of plant and/or equipment being stationed there or alternative duties or training, shall be permitted leave without loss of pay, upto a maximum of three [3] days and such leave subject to approval by the CEO.
- 51.3** Where due to an employee's circumstances they are required to return home due to a non-declared State of Emergency, the employee must seek approval to leave work and if approved will be eligible to access any accrued leave balance [including TOIL, RDO's and Flextime] excluding personal leave (unless an emergency as defined by the relevant award) or unpaid leave.

52 Military Leave

Employees who are members of the Australian Defence Force Reserves are entitled to ten (10) days paid military service leave.

53 Study Leave

All employees shall be entitled to Study Leave as per clause 34 and Appendix E.

PART 7: WORKPLACE PRACTICES

54 Workplace Health & Safety

- 54.1** The Parties agrees to comply with the provisions of the Workplace Health & Safety Act 1995.
- 54.2** The Parties acknowledge a healthier and safer workplace will result in improved effectiveness, efficiency and productivity.
- 54.3** This will be accomplished by a consultative approach to managing Workplace Health and Safety (WH&S) issues and a WH&S framework supported by appropriate training.
- 54.4** The parties are committed to the achievement of a healthier and safer workplace through effective workplace changes. This will be accomplished through a consultative approach to managing WH&S issues which include:
1. Control of hazards at the source;
 2. Reducing the incidence and costs of workplace injury and illness;
 3. The provision of timely (being no later than the normal close of business of the next business day) and accurate incident reports for incidences which involve either personal injury or property damage or any near-misses;
 4. Reviewing the work and management practices affecting the inter-relationship between efficiency, productivity and health and safety;
 5. The commitment and adherence to the Councils' rehabilitation system for employees affected by workplace injury or illness;
 6. Provision of First Aid training (to employees who have been appointed by Council as a designated First Aid Officer) and other safety training as required by legislation
 7. Provision of vaccinations (e.g. Hepatitis A & B, Flu Shots, Tetanus etc) for employees in positions which have been identified by Council as high risk infectious activities; and
 8. Develop a culture of preventative strategies to promote better health and fitness.
- 54.5** The consultative approach will be through WH&S committees and such committees will address the issues above and increase management, individual and supervisor accountability after consultation with the relevant parties in the workforce. WH&S awareness shall be enhanced and appropriate training and communication lines put in place.
- 54.6** Where safety clothing and Personal Protective Equipment (PPE) is provided by the Council, all employees are required to wear the current issues of clothing and PPE during any working day. This action is necessary for the safety of the employee concerned as well as other employees working with that employee.
- 54.7** Employees are permitted to work when prescribed with medication, provided their work performance is not affected by that medication. All employees are obliged to ensure that work can be performed safely without risk to themselves or others. If an employee is likely to experience side effects from taking prescribed drugs, s/he must inform their Supervisor before commencing work.
- 54.8** Council seeks to access accurate information and reliable advice with regard to an employee's health and well-being. This information will be used to enable Council to prepare effective rehabilitation programs, identify suitable alternative work placements, redeployment options or the employee's fitness to perform his/her assigned duties. To this end, Council may seek an employee to attend a medical review conducted by a medical practitioner of the employee's choice at Council's expense.

55 Employee Wellbeing

Sunshine Coast Regional Council is committed to workplace diversity and a balance between work and life. Council recognises that a diverse and capable workforce is essential to delivering outcomes for the region, the community, and the need to balance business needs and individual requirements. The Council will continue to demonstrate its commitment to work and life balance through:

- Developing and implementing leading-edge work-life, and equity and diversity policies and practices that benefit both employees and the business;
- Applying flexible and innovative ways and enhancing access to the policies in daily business where possible;
- Undertaking proactive actions to attract, select, develop and retain employees from diverse backgrounds and abilities, so that the workforce mirrors the diversity of the Sunshine Coast community and an enhanced customer services capability is achieved;
- Continually strengthening relationships between managers, team leaders and employees;
- Continuing to support and monitor local equity and diversity planning; and

- Monitoring and improving access to work and life policies and practices, for the benefit of both employees and the business.

56 Equity & Diversity

The parties are committed to the principles of equity and diversity and to the objectives set out in the relevant Anti-Discrimination legislation. The Council will conduct its operations with total commitment to the spirit and intent of the above legislation including the following principles –

- Fair practices in the workplace
- Management decisions being made without bias
- Recognition of and respect for the social and cultural backgrounds of all staff and customers
- Improving productivity through guaranteeing that:
 1. The best person is recruited and/or promoted;
 2. Skilled employees are retained;
 3. Training and development are linked to customer need and employee development; and
 4. The workplace is efficient and free of harassment and discrimination.

57 Classification of Positions

Classification of positions in the Corporate Structure shall be in accordance with the full provisions of the relevant parent Award subject to the following:

1. All positions in the Corporate Structure shall have a position description which will be used as the primary source of classifying positions;
2. Whenever a position is redesigned, the position will require a reclassification; and
3. Copies of the current agreed Position Description shall be in the possession of the incumbent employee and the corporate PD register.

PART 8: WORKPLACE CHANGE

58 Employment Security

- 58.1** This clause does not apply to any redundancies, redeployment, retrenchments or voluntary retrenchments that occur as a direct result of Local Government reform that occurs up until 16 March 2011. In those circumstances, the Local Government Workforce Transition Code of Practice will apply.
- 58.2** The parties agree that the best way to optimise job security is through maximum efficiencies and aiming for best practice and continual productivity improvements. Further, the parties acknowledge that the current workforce of Council is a critical element in the improvement of quality service provision.
- 58.3** The Council is committed to the employment security guarantee provisions detailed in the Local Government Workforce Transition Code of Practice for its duration.
- 58.4** The parties are committed to optimising the employment security of employees by:
1. Taking steps to ensure Council has the benefit of a stable and committed workforce.
 2. Training and developing employees' levels of skill and ability and providing retraining when necessary.
 3. Providing an environment which supports career development and equal employment opportunity.
 4. Continuing to manage Council's workforce to minimise the need for involuntary labour reductions in the future.
 5. Implementing consultative mechanisms to ensure timely advice and discussion between employees and management about any significant changes to service delivery which may impact upon labour requirements.
 6. Introducing measures to increase the security of employees' employment; and
 7. That there will be no forced redundancies for those employees with the employment guarantee and those employees who are eligible to be populated into the Corporate Structure for the term of this agreement.

59 Contracting/Outsourcing/Shared Services

- 59.1** While it is not the currently the intention of SCRC to engage in any shared resource, joint enterprise or shared service company arrangements or contracting out, Council reserves the right to make a determination regarding such arrangements.
- 59.2** It is the intention of Council to utilise and promote the use of its in-house permanent Council employees for the undertaking of Council's works, services and operations.

- 59.3** During the life of this Agreement, Council will, where appropriate, minimise the contracting out or leasing of any works and services currently provided by Council. Provided that Council may determine to contract outsource works and services in the following circumstances:
- In the event of a critical shortage of skilled staff;
 - Where there is a lack of available infrastructure capital or a cost in the provision of technology;
 - It can be clearly demonstrated that it is in the public interest that such services should be contracted out; and
 - Extraordinary or unforeseen circumstances.
- 59.4** Where Council decides to contract out or lease any Council works and services provided by Council employees, the affected staff, and their relevant unions, shall be consulted as early as possible prior to implementation. Such consultations shall occur in accordance with Clause 60 – Workplace Change Notification of this Agreement.
- 59.5** For the purposes of consultation, the relevant unions will be briefed on the rationale behind Council’s decision and be provided with relevant documentation where possible. It is the responsibility of the relevant union to participate fully in discussions on any proposals to contract out or lease and Council functions.

60 Workplace Change Notification

- 60.1** Where Council has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Council shall notify the employees who may be affected by the proposed changes and the relevant Union.
- 60.2** “Significant effects” include termination of employment, major changes in the composition, operation or size of Councils’ workforce or in the skills required; the elimination or diminishing of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- 60.3** Council shall discuss with the employees affected and the relevant Union “inter-alia”, the introduction of the changes referred to in Subclause 60.1 & 60.2 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give consideration to matters raised by the employees and/or the relevant Union in relation to the changes.
- 60.4** The discussions shall commence as early as practicable after a definite decision has been made by Council to make the changes referred to in subclause 61.3 hereof.
- 60.5** For the purposes of such discussion, Council shall provide in writing to the employees concerned and the relevant Union all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to effect employees provided that Council shall not be required to disclose confidential information the disclosure of which would be inimical to Council’s interests.
- 60.6** During this period, Council will assess whether there will be redundancies, and if so, any redeployment options as a result of the workplace change.

61 Redundancy/Redeployment/Retrenchment

This Section does not apply to any redundancies, redeployment, retrenchments or voluntary retrenchments that occur as a direct result of Local Government reform that occurs up until 16 March 2011. In those circumstances, the Local Government Workforce Transition Code of Practice will apply.

The objectives of this clause include:

1. To maintain, where possible, employees whose positions have become redundant in continued employment within the Council;
2. To retrain employees whose positions have become redundant where necessary;
3. To pay monetary compensation to those employees whose positions have become redundant and who are unable to be redeployed and whose employment is to be terminated; and
4. To assist employees whose positions have become redundant to find employment outside the service of the Council.

Where Council has made a decision that a position (which is occupied with an incumbent) is to be made redundant and there is redeployment options, the Council will provide one (1) month written Redundancy/Redeployment Notice to the employee affected and any relevant Union of:

1. The reason for the redundancy;
2. The date of the redundancy;
3. Details of possible redeployment opportunities that may be appropriate for the incumbent (provided that the Council will not be required to disclose confidential information the disclosure of which would be detrimental to its concerns) having regard to their skills and qualifications.

If Council has determined there are no options for redeployment, the Council will provide the affected employee thirteen (13) weeks written Retrenchment Notice.

61.1 Redundancy

“Redundancy” means a situation where a function in Council is no longer required and the position is no longer needed as a result of the organisational change.

However, “redundancy” does not occur (and this clause does not apply) in the following circumstances:

1. Where an employee terminates their employment before the expiration of the thirteen (13) weeks Retrenchment Notice (see below) without prior approval of the Chief Executive Officer (such approval not being unreasonably withheld); or
2. Where an employee suffers a permanent injury or illness that renders that employee otherwise incapable of continuing in employment, and the employee has access to other financial support such as Worker’s Compensation or Superannuation, Total and Permanent Disability Payment; or
3. Where an employee’s services are terminated by reason of neglect of duty, abandonment of employment or misconduct; or
4. Where an employee has been engaged in a casual or temporary capacity on a short term basis, such as project employment; or
5. Where the Council either before or during the Retrenchment Notice obtains an offer of suitable alternative employment for and employee whose position has become redundant and the employee does not accept that position; or
6. Where an employee has not been engaged for a continuous period of at least twelve (12) months.

61.2 Redeployment

Prior to any redundancy, Council will endeavour to find suitable redeployment opportunities within Council for employees whose positions have become redundant. All such employees will be individually interviewed to determine what options may exist for their retraining by Council.

Where suitable redeployment options are found for an employee at a classification with a lower rate of pay, that employee will continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period of eighteen (18) months or until the rate for the lower classification exceeds that actual rate, whichever is the earlier.

Accrued entitlements are to be paid at the previous income rate of pay for employees who are redeployed to a lower classification level when leave is taken.

Employees who are redeployed to other positions will be eligible to seek alternate redeployment or take up involuntary retrenchment should it be found within three (3) months by either themselves or the Council that the alternative position is unsatisfactory.

Should an employee not accept a suitable redeployment position and opt to take involuntary retrenchment, they are not eligible to apply for the redeployment or any similar position, should it be advertised externally, within a six (6) month period after the employee is involuntarily retrenched.

61.3 Retrenchment

a. Involuntary Retrenchment

This sub-clause applies if there has been a Redundancy Decision and the Council has concluded that it will not be possible to redeploy employees whose positions have become redundant;

1. Employees whose positions have become redundant will be subject to involuntary retrenchment effective on the last day of the Retrenchment Notice;
2. Persons who are involuntarily retrenched will receive:
 - The redundancy benefits provided for within clause 61.4; and
 - All usual termination of employment entitlements.

b. Voluntary Retrenchment

The Chief Executive Officer may, at his/her discretion, invite applications from employees for voluntary retrenchment in lieu of employees who would otherwise be involuntarily retrenched during the Redeployment/Retrenchment Notice period;

1. Persons whose applications for voluntary retrenchment are accepted by the Chief Executive Officer will receive:
 - The redundancy benefits provided for within this clause; and
 - All usual termination of employment entitlements,

In lieu of an employee who would otherwise have been involuntarily retrenched.

61.4 Redundancy Benefits

Upon termination, employees who are involuntarily retrenched or accepted for voluntary retrenchment under this Part will receive the following benefits:

1. 2.5 weeks' pay for each year of service, and a proportional amount for each uncompleted year, for the first five years of completed service;
2. 2 weeks pay for each year of service, and a proportional amount for each uncompleted year thereafter
3. The minimum redundancy payment shall be 8 weeks pay, and the maximum shall be 52 weeks' pay.
4. Full pro rata payment of long service leave, eligible after 5 years of service.

Ordinary rate of pay shall mean the current rate including annualised allowances and Certified Agreement increases (excluding shift loadings, weekend penalty payments, and overtime).

61.5 Early Separation Incentive Payment (ESIP)

The Early Separation Incentive Payment (ESIP) is designed to enable employees to elect to leave the service of Council, before the expiry of the Retrenchment Notice period.

Employees who express an interest in participating in the ESIP scheme will be required to submit an application within twenty-eight (28) calendar days of Council giving notice of the Redundancy Decision as required by this clause.

Applications may be rejected by the Council if acceptance would be detrimental to Council's operations.

The ESIP is the amount the employee would have received had the employee worked the balance of the redeployment/retrenchment notice period, in lieu of notice. This incentive payment will be calculated at the ordinary rate of pay.

61.6 Assistance to Employees whose Positions are Redundant

During the Retrenchment Notice period, providing each case has the prior approval of the employee's supervisor, up to five (5) days leave with pay will be granted for the purpose of employees attending personal employment interviews;

Each employee whose position has been made redundant will be given a statement showing the calculation of an estimate the payments to be made to the employee should retrenchment occur, at least twenty eight (28) days before the date on which retrenchment is to take effect;

- Career planning/outplacement support together with access for up to four (4) appointments for personal support with Council's Employee Assistance Program (EAP);
- Council will meet financial planning costs of up to \$500 for any employee subject to redundancy.

62 Transmission of Business

62.1 In this clause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, outsourcing, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

62.2 Where a business or part of a business of the Council is transmitted from Council to another employer (the Transmtee) and an employee, who at the time of such transmission was an employee of the Council, elects to become an employee of the Transmtee, the Council will reasonably endeavour to ensure that the terms and conditions of employment paid by the transmtee are no less favourable than those which applied to the employee's employment with the Council.

62.3 Council will include as part of tender specifications, and within the contractual arrangements with the Transmtee, the obligation for the Transmtee to apply terms and conditions of employment, that are no less favourable than those which applied to each transmitted employee at the Council prior to the transmission of business occurring.

62.4 Where the Council declares any positions redundant as a consequence of a transmission of business, the following shall apply to affected employees:

1. All reasonable steps will be taken to find suitable alternative employment within Council or with the transmittee;
2. At the end of the redeployment process, where no reasonable offer of redeployment at the same level is made available to the employee and/or no voluntary redeployment occurred, the employee will be eligible for a separation package in accordance with the redundancy provisions of this agreement together with all other accumulated entitlements.

62.5 Where council makes a decision to transmit a business or part of a business, council must as soon as practicable notify and consult with the affected employees and the relevant Unions to which they belong in accordance with Clause 60 Workplace Change Notification of this Agreement.

62.6 Where employees are to be transmitted with the business or part of the business the council must ensure that recognition of previous service, and accrued entitlements, for the purposes set out below are transmitted with the transmittee.

1. Annual Leave
2. Long service leave
3. Personal/Carer's leave
4. Redundancy

PART 9: SIGNATURES

Signed for and on behalf of **Sunshine Coast Regional Council**..... John Knaggs
 In the presence of Sharon Dittman

Signed for and on behalf of The Australian Workers' Union of Employees, Queensland W. Ludwig
 In the presence of: Stacey Lee Schinnerl

Signed for and on behalf of The Construction, Forestry, Mining and Energy,
 Industrial Union of Employees, Queensland Michael Ravbar
 In the presence of: Kathleen Nettleton

Signed for and on behalf of the Transport Workers' Union of Employees
 (Queensland Branch)..... Hughie Williams
 In the presence of: Suzanne Robinson

Signed for and on behalf of the Automotive, Metals, Engineering,
 Printing and Kindred Industries Industrial Union of Employees, Queensland Andrew Dettmer
 In the presence of: Elizabeth Barlow

Signed for and on behalf of the Plumbers & Gasfitters Employees' Union Queensland,
 Union of Employees..... Bradley O'Connell
 In the presence of: Daniel Pfronder

Signed for and on behalf of Liquor Hospitality and Miscellaneous Union,
 Queensland Branch, Union of Employees K. Tomlinson
 In the presence of: Damien Davie

Signed for and on behalf of the Federated Engine Drivers' and Firemen's
 Association of Queensland, Union of Employees Michael Ravbar
 In the presence of: Kathleen Nettleton

**Appendix A
Terms of Reference**

Sunshine Coast Regional Council Employment Group

Purpose

The prime focus of the group “will be the negotiations for a new industrial agreement”.
(*Local Government Workforce Transition Code of Practice, October 2007*)

Composition

The Group will comprise representatives of the Sunshine Coast Regional Council Management Team, and Unions and Union Delegates representing employees.

Roles of the SCRC Employment Group

There are two main roles of the Sunshine Coast Regional Council Employment Group.

1. The *primary* focus will be to develop, negotiate and agree upon the first Union Certified Agreement for the Sunshine Coast Regional Council by March 2009 in accordance with the Code of Practice;
2. This group will:
 - a. Be briefed on the proposed Corporate Structure prior to any population
 - b. Agree on the principles and process for populating the corporate structure;
 - c. Management will report back to the group on the process of populating the Corporate Structure to ensure adherence to the agreed principles and process
3. Also the group will oversee the implementation of employment matters arising in regards to the application of the Local Government Workforce Transition Code of Practice.
4. The LGEG will be consulted on proposed Council policies relating to significant employment matters

Appendix B
Schedule of Local Area Work Agreements [LAWA]

Part A:

The following LAWA'S are to be will form part of this agreement and will continue for the term of this agreement

- *Sunshine Coast Regional Council Waste Facility Officers Agreement 2009*

Part B:

The following LAWA's will continue for up to 18 months from the date of certification of this agreement per clause 13.4 whilst a review is undertaken:

- *Sunshine Coast Regional Council Noosa Leisure Centre and Noosa Aquatic Centre Local Area Work Agreement 2009*
- *Maroochy Floating Plant Branch Local Work Area Agreement 2002*
- *Maroochy Asset Construction Branch Local Work Area Agreement 2002*
- *Maroochy Workshop & Plant Hire Services Local Work Area Agreement 2005*
- *Maroochy Water Services Water and Sewerage Treatment Operations Local Work Area Agreement 2007*
- *Maroochy Operations Control Group Local Work Area Agreement 2006*
- *Noosa Live Sewerage Allowance Local Area Work Agreement 2002*
- *Maroochy Mechanical/Electrical and Civil Services Units Local Work Area Agreement 2007*
- *Maroochy Lifeguards Local Work Area Agreement 2007*
- *Noosa Lifeguard Services Local Area Work Agreement*
- *Caloundra Standby & Callout Local Area Agreement [Building & Trades]2005-2008*
- *Maroochy On-Call and Call-Out Building Trades Engineering Awards 2005*
- *Caloundra Cal Aqua Treatment Plant Operators Local Work Area Agreement 2002*
- *Noosa Sewerage Treatment Plant Operations Local Area Work Agreement 2003*
- *Maroochy Cemeteries Local Work Area Agreement 2007*

	From 1 January 2009 1% increase				From 1 July 2009 4% increase or \$35/week (whichever is greater)				From 1 July 2010 4% increase or \$35/week (whichever is greater)		
	Annual	Weekly	Hourly	Casual Hourly	Annual	Weekly	Hourly	Casual Hourly	Annual	Weekly	Hourly
Engineering Award											
	\$ 37,510	721.34	18.98	23.35	\$ 39,330	756.34	19.90	24.48	\$ 41,150	791.34	20.82
	\$ 39,686	763.20	20.08	24.70	\$ 41,506	798.20	21.01	25.84	\$ 43,326	833.20	21.93
	\$ 41,069	789.78	20.78	25.56	\$ 42,889	824.78	21.70	26.70	\$ 44,709	859.78	22.63
	\$ 42,453	816.40	21.48	26.43	\$ 44,273	851.40	22.41	27.56	\$ 46,093	886.40	23.33
	\$ 43,903	844.28	22.22	27.33	\$ 45,723	879.28	23.14	28.46	\$ 47,551	914.45	24.06
	\$ 47,518	913.81	24.05	29.58	\$ 49,419	950.36	25.01	30.76	\$ 51,395	988.37	26.01
	\$ 48,802	938.49	24.70	30.38	\$ 50,754	976.03	25.69	31.59	\$ 52,784	1015.07	26.71
	\$ 50,602	973.11	25.61	31.50	\$ 52,626	1012.04	26.63	32.76	\$ 54,731	1052.52	27.70
	\$ 54,108	1040.54	27.38	33.68	\$ 56,273	1082.16	28.48	35.03	\$ 58,523	1125.45	29.62
a)	\$ 55,867	1074.36	28.27	34.78	\$ 58,101	1117.33	29.40	36.17	\$ 60,425	1162.02	30.58
b)	\$ 59,373	1141.78	30.05	36.96	\$ 61,748	1187.46	31.25	38.44	\$ 64,218	1234.95	32.50
Services Award											
Qualified G.L Yr 1	\$ 37,611	723.28	19.03	23.41	\$ 39,431	758.28	19.95	24.54	\$ 41,251	793.28	20.88
Qualified G.L Yr 2	\$ 38,325	737.02	19.40	23.86	\$ 40,145	772.02	20.32	24.99	\$ 41,965	807.02	21.24
Qualified Asst. Yr 1	\$ 34,306	659.73	17.36	21.35	\$ 36,126	694.73	18.28	22.49	\$ 37,946	729.73	19.20
Qualified Asst. Yr 2	\$ 34,862	670.42	17.64	21.70	\$ 36,682	705.42	18.56	22.83	\$ 38,502	740.42	19.48
Qualified Asst. Yr 3	\$ 35,549	683.63	17.99	22.13	\$ 37,369	718.63	18.91	23.26	\$ 39,189	753.63	19.83
Qualified G.L Yr 1	\$ 39,458	758.81	19.97	24.56	\$ 41,278	793.81	20.89	25.69	\$ 43,098	828.81	21.81
Qualified G.L Yr 2	\$ 40,179	772.67	20.33	25.01	\$ 41,999	807.67	21.25	26.14	\$ 43,819	842.67	22.18
Qualified G.L Yr 3	\$ 40,942	787.36	20.72	25.49	\$ 42,762	822.36	21.64	26.62	\$ 44,582	857.36	22.56
Qualified Asst. Yr 1	\$ 36,454	701.04	18.45	22.69	\$ 38,274	736.04	19.37	23.82	\$ 40,094	771.04	20.29
Qualified Asst. Yr 2	\$ 37,273	716.80	18.86	23.20	\$ 39,093	751.80	19.78	24.33	\$ 40,913	786.80	20.71
Qualified Asst. Yr 3	\$ 38,093	732.55	19.28	23.71	\$ 39,913	767.55	20.20	24.84	\$ 41,733	802.55	21.12
Qualified Director Yr 1	\$ 47,558	914.58	24.07	29.60	\$ 49,460	951.16	25.03	30.79	\$ 51,439	989.20	26.03
Qualified Asst. Director Yr 1	\$ 44,735	860.29	22.64	27.85	\$ 46,555	895.29	23.56	28.98	\$ 48,417	931.10	24.50
Qualified Asst. Director Yr 2	\$ 45,280	870.77	22.92	28.19	\$ 47,100	905.77	23.84	29.32	\$ 48,984	942.00	24.79
Qualified Asst. Director Yr 3	\$ 45,466	874.35	23.01	28.30	\$ 47,286	909.35	23.93	29.43	\$ 49,177	945.72	24.89
Qualified G.L Yr 1	\$ 42,823	823.52	21.67	26.66	\$ 44,643	858.52	22.59	27.79	\$ 46,463	893.52	23.51
Qualified G.L Yr 2	\$ 43,506	836.65	22.02	27.08	\$ 45,326	871.65	22.94	28.21	\$ 47,146	906.65	23.86
Qualified G.L Yr 3	\$ 44,188	849.77	22.36	27.51	46,008	884.77	23.28	28.64	47,828	919.77	24.20
Qualified Director Yr 1	\$ 47,968	922.46	24.28	29.86	\$ 49,887	959.36	25.25	31.05	\$ 51,882	997.74	26.26
Qualified Director Yr 2	\$ 48,803	938.52	24.70	30.38	\$ 50,755	976.06	25.69	31.59	\$ 52,785	1015.11	26.71
Qualified Director Yr 3	\$ 49,606	953.97	25.10	30.88	\$ 51,590	992.12	26.11	32.11	\$ 53,654	1031.81	27.15
Qualified Director Yr 4	\$ 50,415	969.52	25.51	31.38	\$ 52,432	1008.30	26.53	32.64	\$ 54,529	1048.63	27.60
Qualified Director Yr 5	\$ 52,806	1015.49	26.72	32.87	\$ 54,918	1056.11	27.79	34.18	\$ 57,115	1098.36	28.90
Qualified Director Yr 6	\$ 55,277	1063.03	27.97	34.41	\$ 57,488	1105.55	29.09	35.78	\$ 59,788	1149.77	30.26
Qualified Director Yr 7	\$ 57,758	1110.74	29.23	35.95	\$ 60,069	1155.17	30.40	37.39	\$ 62,471	1201.37	31.62
Qualified Director Yr 8	\$ 59,828	1150.53	30.28	37.24	\$ 62,221	1196.55	31.49	38.73	\$ 64,710	1244.41	32.75
Qualified Director Yr 9	\$ 61,896	1190.31	31.32	38.53	\$ 64,372	1237.92	32.58	40.07	\$ 66,947	1287.43	33.88
Qualified Asst. Director Yr 1	\$ 43,337	833.41	21.93	26.98	\$ 45,157	868.41	22.85	28.11	\$ 46,977	903.41	23.77
Qualified Asst. Director Yr 2	\$ 44,300	851.91	22.42	27.58	\$ 46,120	886.91	23.34	28.71	\$ 47,964	922.39	24.27
Qualified G.L Yr 1	\$ 42,549	818.24	21.53	26.49	\$ 44,369	853.24	22.45	27.62	\$ 46,189	888.24	23.37
Qualified G.L Yr 2	\$ 42,762	822.34	21.64	26.62	\$ 44,582	857.34	22.56	27.75	\$ 46,402	892.34	23.48

Award & Level	From 1 January 2009 1% increase				From 1 July 2009 4% increase or \$35/week (whichever is greater)				From 1 July 2010 4% increase or \$35/week (whichever is greater)		
	Annual	Weekly	Hourly	Casual Hourly	Annual	Weekly	Hourly	Casual Hourly	Annual	Weekly	Hourly
Professional Staff											
Professional Facilities Gr 1 17&UN	\$ 21,986	422.81	11.13	13.69	\$ 23,169	445.56	11.73	14.42	\$ 24,352	468.31	12.32
Professional Facilities Gr 1 18YRS	\$ 25,368	487.85	12.84	15.79	\$ 26,733	514.10	13.53	16.64	\$ 28,098	540.35	14.22
Professional Facilities Gr 1 19YRS	\$ 28,751	552.90	14.55	17.90	\$ 30,298	582.65	15.33	18.86	\$ 31,845	612.40	16.12
Professional Facilities Gr 1 Permanent	\$ 33,824	650.47	17.12	21.05	\$ 35,644	685.47	18.04	22.19	\$ 37,464	720.47	18.96
Professional Facilities Gr 2 Permanent	\$ 35,457	681.87	17.94	22.07	\$ 37,277	716.87	18.86	23.20	\$ 39,097	751.87	19.79
Professional Facilities Gr 3 Permanent	\$ 36,005	692.40	18.22	22.41	\$ 37,825	727.40	19.14	23.54	\$ 39,645	762.40	20.06
Professional Facilities Gr 4 Permanent	\$ 37,215	715.67	18.83	23.17	\$ 39,035	750.67	19.75	24.30	\$ 40,855	785.67	20.68
Professional Facilities Gr 5 Permanent	\$ 38,888	747.85	19.68	24.21	\$ 40,708	782.85	20.60	25.34	\$ 42,528	817.85	21.52
Professional Facilities Gr 6 Permanent	\$ 44,557	856.86	22.55	27.74	\$ 46,377	891.86	23.47	28.87	\$ 48,232	927.54	24.41
Instructors											
Instructor Grade 1	\$ 54,220	1042.69	27.44	33.75	\$ 56,389	1084.40	28.54	35.10	\$ 58,644	1127.77	29.68
Instructor Grade 2	\$ 58,209	1119.41	29.46	36.23	\$ 60,538	1164.19	30.64	37.68	\$ 62,959	1210.76	31.86
Instructor Grade 3	\$ 62,199	1196.14	31.48	38.72	\$ 64,687	1243.99	32.74	40.27	\$ 67,275	1293.75	34.05
Instructor Grade 4	\$ 66,189	1272.87	33.50	41.20	\$ 68,837	1323.79	34.84	42.85	\$ 71,591	1376.74	36.23

Appendix D

Nine Day Fortnight Arrangement

1. Hours of Duty

Standard Hours to be worked by employees working 76 hours per fortnight during the nine day working fortnight are as follows or such other times as may be mutually agreed between management and employees from time to time:

7.00 a.m. commence work

20 minute morning tea break to be taken as agreed

33 minute lunch break taken between 12.00 noon and 2.00 p.m.

4.00 p.m. finish work.

The ordinary hours of duty of any employee will be as provided in the relevant Award, subject to the total ordinary hours of duty to be worked in anyone day (including mid-morning tea breaks but excluding lunch breaks) not being in excess of 8 hours and 27 minutes.

2. Rostered Days Off (RDO)

Employees shall be entitled to a Monday or Friday off without reduction in pay each fortnight of employment, based on the department's RDO rosters to allow for the efficient operation of the organisation and its works.

Where it can be demonstrated that Monday or Friday RDO's are having proven and significant negative effects on employees, customers and/or team operations, an attempt will be made to reach agreement on alternative arrangements suitable to both.

Temporary Suspension

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

Accrual of RDOs

There will be a maximum accrual of unused Rostered Days Off of up to five (5) days. No employee will accrue in excess of five (5) days without specific written authorisation of the Chief Executive Officer (or delegate).

This sub-clause will take effect on subsequent accruals of Rostered Days Off as and from the date of certification of this agreement. RDO's stored prior to the signing of the agreement must be taken within 12 months of the signing of the agreement.

3. Overtime

Subject to this agreement, for the purpose of the overtime provisions of the various awards which cover Council employees, the agreed hours provided for in clause 2 above will be the ordinary hours of duty.

Where an emergency or work demands require the Chief Executive Officer (or delegate) to recall an employee on their rostered day off to work on a particular day, then that employee will be entitled to claim overtime in accordance with the relevant provisions of this agreement of the respective Award.

Where an employee works a full day, the employee may elect to have one (1) day added to their accrued leave entitlement, in lieu of overtime. Accrued leave will be payable only at ordinary time rates.

4. Sick Leave

Sick leave entitlements will be recorded in hours and fractions thereof.

With regard to absences on sick leave within the span of hours specified in clause 2 above, the total length of the absence will be deducted from the individual's sick leave entitlement (i.e. $76/9 = 8.44$).

Notwithstanding the above, during a pay fortnight in which sick leave is taken, employees will be entitled to take their rostered day off, with no reduction in sick leave credits.

An employee who falls sick on their rostered day off will not receive any further day off in lieu.

5. Annual Leave

Annual leave entitlements will be recorded in hours and fractions thereof.

With regard to absences on annual leave taken within the span of hours specified in clause 2 above, the total length of the absence taken will be deducted from the individual's annual leave entitlement.

Notwithstanding the above, during pay fortnights in which annual leave is taken, employees will be entitled to take their rostered day off, with no reduction in annual leave credits.

6. Termination of Employment

If an employee leaves the employment of the Council for any reason, they will be paid their accrued leave credit for that period, at the ordinary rate.

Appendix E
Study Assistance Categories

Category	Course Criteria	Assistance
Category 1	A course undertaken as a condition of the employee's employment.	<p>Reimbursement of all statutory and other compulsory charges in relation to the course. Reimbursement shall be made following the passing of examinations.</p> <p>Time off for attendance at lectures and practical training shall be determined by management having regard for the requirements of the course.</p> <p>Paid leave for attendance at examinations held during normal working hours.</p>
Category 2	A course which is directly relevant to the employee's position and the skills or qualifications and has been determined by the employee's Director/Manager as being appropriate in that area of work.	<p>Paid leave of up to five [5] hours per week (including traveling time) for attendance at lectures and such time considered appropriate by management for attendance at compulsory practical training.</p> <p>Paid leave for attendance at examinations held during normal working hours.</p> <p>Reimbursement of a maximum amount of \$250 per annum in relation to other statutory or compulsory fees or charges. Reimbursement shall be made following the passing of examinations.</p> <p>Employees undertaking approved courses by external study shall receive up to ten [10] days with pay per annum for the purposes of meeting course assessment requirements, including attendance at residential schools, research, assignment preparation, video conferencing, etc. This leave entitlement will replace current residential school entitlements.</p> <p>The amount of leave to be taken in each semester shall be discussed at the beginning of the semester with the employee's manager/supervisor to seek mutual agreement on a reasonable leave allocation for meeting the assessment requirements and operational needs.</p> <p>All employees under previous EBA conditions regarding Study Assistance will be honoured in full for the life of that approved study.</p>
Category 3	A course demonstrated to the satisfaction of the respondent to be directly relevant to Council and approved by the employee's Director/Manager.	<p>Paid leave of up to five hours per week (including travelling time) for attendance at lectures and such time considered appropriate by the respondent for attendance at compulsory practical training.</p> <p>Paid leave for attendance at examinations held during normal working hours.</p> <p>Employees undertaking approved courses by external study shall receive up to 10 days with pay per annum for the purposes of meeting course assessment requirements, including attendance at residential schools, research, assignment preparation, video conferencing, etc. This leave entitlement will replace current residential school entitlements.</p> <p>The amount of leave to be taken in each semester shall be discussed at the beginning of the semester with the employee's manager/supervisor to seek mutual agreement on a reasonable leave allocation for meeting the assessment requirements and operational needs.</p>

Attachment - Local Area Work Agreement**SUNSHINE COAST REGIONAL COUNCIL****WASTE FACILITY OFFICERS****LOCAL AREA WORK AGREEMENT 2009****PART 1: APPLICATION AND OPERATION****1 Title**

This Local Area Work Agreement [LAWA] will be known as the Sunshine Coast Regional Council Waste Facility Officers Local Area Work Agreement 2009.

2 Parties Bound

The parties to this LAWA are the:

- Sunshine Coast Regional Council;
- Current and any new employee's working in Waste Facility Officer and Waste Facility Officer (Support) positions within the Infrastructure Services Department' Sunshine Coast Waste Branch; and
- the Australian Worker's Union of Employees, Queensland (AWU).

3 Date and Period of Operation

This LAWA shall commence from the date of signing of the Agreement and will continue until the cessation of the Sunshine Coast Regional Council Field Based Staff Certified Agreement 2009 No.1.

4 Relationship to Awards and Industrial Instruments

This LAWA shall be read and interpreted wholly in conjunction with the:

- Sunshine Coast Regional Council Certified Agreement No.1
- Local Government Employees' (excluding Brisbane City Council) Award – State (as amended)

Where there is any inconsistency between this LAWA, the Sunshine Coast Regional Council Certified Agreement No.1 and the above Award, this LAWA shall prevail to the extent of that inconsistency.

5 Background Information to the work area

The Waste Facility Officers work at waste management facilities at various locations throughout the Council area.

These facilities are operated seven days a week (Cooroy and Pomona refer clause 15.1) and / or outside normal hours as prescribed by the Local Government Employees' (excluding Brisbane City Council) Award – State (as amended).

The nature of the waste industry is such that access/demand for this service is extremely high, with periods where more than 1,700 vehicles are served in a day between all the facility locations.

The LAWA allows the flexibility to provide this service while also providing the employees with fair work place benefits.

6 Purpose & Objectives of the LAWA

The purpose of a LAWA is to establish working arrangements that improve workplace efficiencies, effectiveness and services for a specific work area or location and thereby increase Council competitiveness into the future.

This LAWA aims to achieve efficiencies, effectiveness and service provisions by committing to the following objectives:

- Provision of flexibility to meet specific external customer service needs by;
 - Extending the span of hours to accommodate customer needs by operating all waste facilities from 7am to 5pm (Cooroy and Pomona refer clause 15.2);

- Streamlining of payroll processing by annualising salaries factoring in consistent and equitable payment of allowances;
 - Provision of a seven day a week service at weighbridge facilities with 10 hours of opening time at each location (Cooroy and Pomona refer clause 15.3);
 - Flexible approach to meal breaks, and rest breaks.
- Rewarding and remunerating employees where requirements fall outside the Award and Certified Agreement.

The parties will be committed to and cooperate within the terms of this LAWA to ensure its ongoing success.

PART 2: WORK ARRANGEMENTS

7 Rate of Pay

Waste Facility Officers and Waste Facility Officers (Support) will be employed at classification level 4 of the Local Government Employees' (excluding Brisbane City Council) Award – State 2003. The base hourly rate will be calculated by dividing the weekly Level 4 salary rate (as provided by the Sunshine Coast Regional Council Certified Agreement No.1 and including the Award Construction Work Allowance) by 30. No extra pay or penalty will be paid for work rostered on a weekend.

8 Superannuation

Superannuation contributions made by Council and payments made by the employees by way of deduction from wages will be calculated on the Hourly Rate of pay as defined in (8) above.

9 Hours of Duty

Staff will be required to work no more than 12 hours on any 1 day. Normal hours of duty will be 10.5 hours on any 1 day. Typically employees will work 42 ordinary hours over an 8-day cycle including breaks (Cooroy and Pomona refer clause 15.4). To provide continuous service to clients, staff will be required to be available for duty throughout the duration of the rostered shift.

A 10 minute morning and afternoon tea break and a paid meal break of 30 minutes may be taken at times that do not interfere with service delivery. An additional paid period of 30 minutes per day is provided for cash balancing, reconciliations & opening and closing of the facility, excluding Pomona and Cooroy.

Site specific needs and work demands beyond this agreement shall be addressed by the Waste Facility Officer and his/her Supervisor or Manager.

The span of hours will be from 5.00am to 7.00pm, Monday to Sunday (Cooroy and Pomona refer to clause 15.4).

10 Rosters

Rosters will be determined by the Council in consultation with the staff and for the purpose of this Agreement only; the roster period consists of four (4) consecutive working days followed by four (4) rostered days off (RDO) (Cooroy and Pomona refer clause 15.5).

Staff may swap shifts subject to the prior approval of the immediate Supervisor or Manager.

11 Work Arrangements

The ordinary hours of duty of employees under this agreement may be worked on any days Monday to Sunday inclusive in accordance with a roster agreed between the immediate Supervisor or Manager and the employees.

12 Location of Work

To provide quality services to meet the needs of clients and the community, staff at weighbridge facilities may be required to work at different weighbridge locations as detailed in the Sunshine Coast Regional Council Certified Agreement No.1.

In the first instance where a vacancy is created, expressions of interest to transfer to a new work location will be invited from suitable staff. Where this process is not successful in locating a suitable employee, the Manager in conjunction with the immediate supervisor will determine who should relocate to provide backfill until a new appointment can be made.

Rotation and cross training can be rationalised by proximity in line with the Sunshine Coast Regional Council Certified Agreement No.1.

13 Leave

Full time staff will accrue leave at the following rates:

- Annual Leave equivalent to 158 hours per annum
- Annual Leave to be standardised to rostered hours per day (Cooroy and Pomona refer to clause 15.6)
- Sick Leave equivalent to 115.5 hours per annum
- Sick Leave to be standardised to 10.5 hrs per day (Cooroy and Pomona refer to clause 15.6).

Part time staff will accrue leave on a pro rata basis based on the above full time rates.

Annual Leave Loading will be paid in accordance with those provisions prescribed in the Local Government Employees' (Excluding Brisbane City Council) Award - State 2003.

14 Overtime

Overtime, at the rates provided in clause 4.3 of the Local Government Employees' (Excluding Brisbane City Council) Award – State 2003, shall be paid for any hours worked in excess of (Cooroy and Pomona refer clause 15.6):

- 10.5 hours in one day;
- 42 hours in an 8 day cycle; or

All time worked on public holidays will be paid at double time and a half or time off in lieu (TOIL) at the ordinary rate as mutually agreed.

15 Pomona and Cooroy Rural Transfer Stations

The following points apply to the operation of the Pomona and Cooroy Facilities only:

1. These facilities are operated Friday to Monday inclusive and/or outside normal hours as prescribed by the Local Government Employees' (excluding Brisbane City Council) Award – State (as amended).
2. This LAWA aims to achieve efficiencies, effectiveness and service provisions by committing to extending the span of hours to accommodate customer needs by operating the Cooroy and Pomona waste facilities Monday and Friday 7am to 5pm; Saturday and Sunday 8am – 5.00pm.
3. Provision of a four day a week service with 10 hours of opening time on Friday and Monday and 9 hours of opening time on Saturday and Sunday at each location.
4. Typically employees will work 38 ordinary hours over a 7-day cycle including breaks. Employees will not normally work more than 38 hours, in a 7-day cycle.
5. Roster period consists of four (4) consecutive working days followed by three (3) rostered days off (RDO).
6. Annual leave and sick leave will be standardised as per rostered hours.
7. Overtime, at the rates provided in clause 4.3 of the Local Government Employees' (Excluding Brisbane City Council) Award – State 2003 shall be paid for any hours worked in excess of 38 hours in any one rostered period.