

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Sunshine Coast Council Salaried Officers Certified Agreement 2011 (No 2)

Matter No. CA/2011/344

Commissioner Brown

20 December 2011

CERTIFICATE

This matter coming on for hearing before the Commission on 20 December 2011 the Commission certifies the following written agreement:

Sunshine Coast Council Salaried Officers Certified Agreement 2011 (No 2) - CA/2011/344

Made between:

Sunshine Coast Regional Council

AND

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

The agreement was certified by the Commission on 20 December 2011 and shall operate from 20 December 2011 until its nominal expiry on 30 June 2014.

This agreement cancels - Sunshine Coast Regional Council Salaried Officers Certified Agreement No 1 2009 [CA/2009/55]

By the Commission.

Commissioner Brown

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s.156 - certifying an agreement

Sunshine Coast Regional Council

ABN No. 37 876 973 913

AND

Queensland Services, Industrial Union of Employees - ABN. 13 540 483 194

**Association of Professional Engineers, Scientists and Managers, Queensland Branch Union of
Employees - ABN. 99 589 872 974**

SUNSHINE COAST COUNCIL SALARIED OFFICERS CERTIFIED AGREEMENT 2011 [No2]

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on 20 December 2011 between Sunshine Coast Regional Council, ABN 37 876 973 913, and Queensland Services, Industrial Union of Employees and Association of Professional Engineers, Scientists and Managers, Queensland Branch Union of Employees, witnesses that the parties mutually agree as follows:

PREAMBLE

This Certified Agreement aims to build on our first Agreement and 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.

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PART 1 - APPLICATION & OPERATION

1. TITLE

- 1.1. This agreement will be known as the *Sunshine Coast Council Salaried Officers Certified Agreement 2011 (No 2)*.

2. DEFINITIONS & ABBREVIATIONS

- 2.1. The following generic definitions apply in this Agreement:

- **Act**
Refers to the Industrial Relations Act 1999 (Qld).
- **Affected Employee**
Refers to any employee whose employment conditions are affected by any workplace change [e.g. redundancy, LAWA].
- **Agreement**
Sunshine Coast Council Salaried Officers Certified Agreement 2011 (No. 2) [hereinafter referred to as the Agreement].
- **Award**
Refers to the Local Government Officers' Award 1998
- **Business Transmission**
Refers to 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.
- **CEO/Delegate**
Refers to the Chief Executive Officer [CEO] or an Executive Director or Executive Manager who has been delegated the relevant responsibility by the CEO.
- **Commission**
Refers to the Queensland Industrial Relations Commission [QIRC].
- **Consultation**
Refers to the exchange of information by the parties and the employees that enables all the participants to genuinely contribute to the decision making process, taking into consideration all relevant views of the participants.
- **Council**
Refers to the Sunshine Coast Council [SCC].
- **Emergency Work**
A sudden, unexpected occurrence involving a clear and imminent danger, requiring immediate action to prevent or mitigate the loss of, or damage to, life, health, property or essential public/council services.
- **Immediate Family**
Refers to the following people - 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.
- **Instrument**
Refers to a LAWA or Special Working Agreement.
- **Local Area Work Agreements (LAWA)**
Refers to 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 employees will not overall be disadvantaged when employed under the terms of a LAWA.
- **Mutual Agreement**
Refers to an agreement in writing between the Council and employee (including any relevant Union where required).
- **No Disadvantage Test**
Defined in accordance with the Industrial Relations Act 1999 (Qld).
- **Productivity**
Refers to the efficiencies 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.

- ***Restricted Space***

Refers to a confined space which requires an employee to work in a stooped or otherwise cramped position, without any proper ventilation. Examples include manholes, enclosed drains, curvets etc.

- ***Work Team***

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

3. PARTIES BOUND

3.1. The parties to this Agreement include the Sunshine Coast Council, its employees covered by the Awards listed in Clause 8 and the following unions:

- Association of Professional Engineers, Scientists and Managers, Queensland Branch Union of Employees [APESMA].
- Queensland Services, Industrial Union of Employees [QSU].

4. SINGLE BARGAINING UNIT [SBU]

4.1. For the purposes of negotiating and implementing a Certified 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

5.1. This Agreement shall apply to Council and all its employees under the Local Government Officers Award 1998, except for the CEO and other 2nd and 3rd organisation structure tier Executive Management positions as defined by clause 6 of the Local Government Officers Award.

6. DATE & PERIOD OF OPERATIONS

6.1. This Certified Agreement shall operate, in accordance with its terms, from the date of certification to 30 June 2014.

7. RENEWAL OR REPLACEMENT OF AGREEMENT

7.1. The parties to this Agreement shall commence discussions at least six [6] months prior to the expiration of this Agreement.

8. RELATIONSHIP TO AWARDS & INDUSTRIAL INSTRUMENTS

This Agreement shall be read and interpreted wholly in conjunction with the terms of the Queensland Local Government Officers' Award, 1998 as amended, provided that where there is any inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of that inconsistency. Where this Agreement is silent the provisions of the Award shall apply.

9. PURPOSE & OBJECTIVES OF THE AGREEMENT

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

9.2. Shared objectives include:

- a. Fostering a workplace that is responsive to a changing environment;
- b. Developing and valuing people's capability, skills, resources, creativity and innovation to change and improve the organisation;
- c. 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;
- d. To create agility, adaptability and responsiveness based on a culture of continual improvement, innovation and learning;
- e. Promotion of a harmonious, respectful and productive work environment through ongoing cooperation and consultation;
- f. Valuing employees, creating a safe and great place to work, attracting, rewarding, retaining and developing skills;
- g. Engaging with employees and helping them through change;
- h. Focusing on competitiveness to ensure the Council maintains a viable, effective and secure workforce; and
- i. Promoting job satisfaction by enabling employees to gain and utilise a broad range of skills and access to relevant training programs to support our employee's achievement of these objectives.

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

10. SCC WORKPLACE CONSULTATIVE FORUM

- 10.1. All parties to this Agreement agree to establish and maintain a Workplace Consultative Forum (WC Forum).

10.2. Purpose

- 10.2.1. The broad purposes of the WC Forum include:
- a. Acting as a primary consultation forum for management, employees and unions to discuss Council wide employment and industrial relations issues; and
 - b. Improving the performance of the Council in delivering services of value to its customers and at the same time enriching the work environment of all employees.
- 10.2.2. In addition the parties are committed to a consultative and participative workplace culture that will bring about change and reform through cooperation.
- 10.2.3. Unions and management are committed to achieving improved and effective consultation in the workplace, and agree that cooperative consultation will provide employees with an opportunity, through their unions and forum representatives, to participate fully in decisions which impact on their working lives and improve productive performance.

10.3. Structure and Composition

- 10.3.1. The WC Forum comprises representatives of Council's management, Union Delegates and Officials from the unions listed as parties to the Agreement who represent employees. The number of representatives from the parties eligible to attend should be no more than three [3] in total, however others may attend if an agenda item requires specific representation.
- 10.3.2. The parties commit to the effective operation of the WC Forum and will provide the necessary support to successfully implement its agreed terms of reference.

10.4. Terms of reference

- 10.4.1. The WC Forum shall meet regularly and at least on every two [2] months, to receive and review information about Council and its workforce, and to consider broad industrial and employment matters that may impact the workforce, including but not limited to:
- a. Monitor and review the implementation of this Agreement;
 - b. Clarification and consultation on proposed Council policies relating to significant employment matters;
 - c. Consultation on proposed organisational change;
 - d. Workplace issues that have the potential to impact on other than a single department, branch or discrete group of employees;
 - e. Undertake specific responsibilities and activities in accordance with the current Certified Agreement; and
 - f. Any other matter raised by management or unions which impacts on the workforce as detailed in subclause a - e.

10.5. Meeting Arrangements

- 10.5.1. The WC Forum shall be chaired on a rotational basis between management and union representatives.
- 10.5.2. All members of the WC Forum can submit agenda items for discussion based on the terms of reference. All relevant written information and documents must be circulated with the agenda to members of the WC Forum at least one week prior to the meeting.
- 10.5.3. A standing agenda item will be the provision by Council of a written quarterly report of Council's employment numbers and workplace plans and structures as at that quarter.
- 10.5.4. A copy of the draft minutes will be made available within one week of the meeting to all WC Forum members and Council will also post the minutes on Council's intranet for viewing by employees. The minutes will be formally accepted at the next meeting of the WC Forum.

11. POSITIVE WORKPLACE RELATIONS

- 11.1. 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 Union Representatives.

11.2. Union Official Right of Entry

- 11.2.1. As outlined in relevant legislation, Council will allow reasonable access to its employees during normal working hours by an official 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:
- a. Meeting with workplace delegates;
 - b. Meeting with employees;
 - c. Meeting with relevant management members on matters associated with the Agreement or current industrial workplace issues; or

- d. To conduct union business matters or matters incidental to union business including Workplace Health and Safety.

11.3. *New Employees*

- 11.3.1. The Council will provide all new employees:
 - a. Access to the Agreement (as per clause 13);
 - b. Detailed information on the relevant unions and their delegates; and
 - c. Unions may upon request attend Council inductions.

11.4. *Union Delegate Training Leave*

- 11.4.1. A Union Delegate or prospective delegate with the 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.

11.5. *Union Delegate Support*

- 11.5.1. 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:
 - a. 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;
 - b. 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 beforehand and not unduly interfere with the work in progress;
 - c. 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;
 - d. The Council shall provide the Union Delegate with access to a telephone or electronic media and other suitable facilities (where practical) to progress inquiries on behalf of a member on work related matters; and
 - e. 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.

12. DISPUTE SETTLEMENT & RESOLUTION PROCEDURE

- 12.1. Effective communication between employees and management is a prerequisite to good industrial relations and the following procedure is set down in order that any dispute may be resolved quickly to maintain efficient and sound working relationships.
- 12.2. In the event of any dispute/grievance arising between Council and its employee in relation to this Agreement and any employment related matter arising subject to the Queensland Industrial Relations Commission (Commission) having the jurisdiction to deal with the dispute, the following procedures shall be applied:
 - Step 1**
Any employee/s with a dispute/grievance will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible. The employee/s 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/s may request union representation or a nominated support person.
 - Step 3**
Should the matter remain unresolved, it should then be referred to the CEO who will attempt to facilitate a resolution with the employee/s. The employee/s may request union representation or a nominated support person.

Note: Where practical, the above steps shall take place within seven (7) working days.
- 12.3. If after the above steps the matter remains unresolved, the dispute may be referred by either party to the Commission for conciliation and if it 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 Commission will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.
- 12.4. Whilst the dispute 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. Where appropriate, the employee shall accept reassignment to alternative suitable duties or an alternative work environment whilst a resolution to the dispute is pending.

- 12.5. 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.

13. COPY OF AGREEMENT

- 13.1. 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.

14. LOCAL AREA WORK AGREEMENTS [LAWA]

- 14.1. The aim of LAWAs is to allow sufficient flexibility for those specific sections of the workforce so that Council can provide cost effective and competitive services. LAWAs 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 of this Agreement and/ or the Award.

- 14.2. All LAWAs to form part of and continue for the life of this Agreement are listed in **Appendix 6**.

14.3. Developing a New LAWA

- 14.3.1. During the life of this Agreement, either a work group or Council may initiate the development of a new LAWA. The work group may include all or part of the branch, section, unit or team members as determined by the parties, but a LAWA shall not be made in respect solely of an individual employee.
- 14.3.2. As soon as possible consultation should take place between the relevant parties - i.e. Council, affected employees of the relevant Work Group and any relevant Union/s. This consultation should involve discussion of the LAWA's purpose, changes in working conditions and process for developing the new LAWA.
- 14.3.3. Establishment of a new LAWA will require approval by:
- a. Council; and
 - b. The majority (i.e. 75%) of the affected employees by a secret ballot.
- 14.3.4. All LAWAs are to be in writing and will be subject to agreement between the Council and the affected employees and any relevant Union/s.
- 14.3.5. The coverage of the LAWA may include changes in hours of work, working arrangements, annualisations, allowances and other working conditions which may be considered relevant to the improved and continuous efficiency and effectiveness of the work group. Where these changes seek to alter this Agreement or any relevant Award, the LAWA will specify the clauses of the Award and/or this Agreement to be overridden as a consequence of the operation of the LAWA.
- 14.3.6. It is acknowledged that any LAWA agreed to during the life of this Agreement operating under a "Memorandum of Understanding" will not form a part of this Agreement, unless a variation is made to incorporate its terms.
- 14.3.7. By the signing of a "Memorandum of Understanding" between Council and the relevant union/s, a new LAWA may commence prior to the expiration of this Agreement on the date specified in the LAWA and continue until the expiration of this Agreement, provided it does not disadvantage the affected employees.
- 14.3.8. Such a LAWA may be certified with the next Agreement, if all parties are in agreement, provided the LAWA has not been terminated in accordance with clause 14.4.

14.4. Termination of LAWAs

- 14.4.1. "Memorandum of Understanding" LAWA:
- a. A LAWA established via a Memorandum of Understanding [see Clause 14.3.6] may be terminated by either party providing eight [8] weeks notice.
- 14.4.2. Certified Agreement LAWA:
- a. A LAWA certified with this Agreement will continue until such time as it is terminated or replaced by a new Certified Agreement, unless an earlier termination date is specified in the LAWA.
 - b. When either party seeks to terminate a LAWA which forms part of the existing Certified Agreement, then either party will be required to give eight [8] weeks notice prior to the expiry or replacement of the current Certified Agreement.
- 14.5. Any dispute relating to the operation of a LAWA will be managed in accordance with the agreed procedures under the Dispute Settlement and Resolution Procedure [clause 12] of this Agreement.

PART 2 - EMPLOYMENT

15. TYPES OF EMPLOYMENT

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

16. PART-TIME EMPLOYMENT

16.1. 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.

16.2. 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 Award.

16.3. Existing part-time employees employed under the Award who currently receive a Part-Time loading will continue to receive the loading until:

- The employee is no longer employed by Council
- The employee's hours have increased equal to the level of the previous remuneration; or
- The employee is appointed to a position where the salary is equal to or more than the salary of the previous position.

16.4. 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.

17. PERMANENT CONVERSION

17.1. A casual or maximum-term employee working on a systematic and regular basis for a period of twelve months may apply to convert their casual or maximum-term employment 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:

- a. Business needs specific to work areas;
- b. Regularity of hours and length of employment;
- c. Likelihood of ongoing funding available for the position; and
- d. Legislative requirements pertinent to particular business areas.

17.2. Conversion would not occur if the casual/maximum-term appointment was for a specific project or relieving staff on leave for a specific period of time where there is a defined end date.

18. SECONDMENTS

18.1. 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.

18.2. 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.

18.3. A secondment may be to an internal position or to an external organisation and any secondment to an external organisation shall be treated as leave without pay and will not constitute a break in service for the purposes of calculating long service leave.

18.4. On completion of a secondment, the permanent employee will return to their substantive position.

19. JOB SHARING ARRANGEMENTS

19.1. 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:

- a. Job share arrangements may involve up to four [4] incumbents;
- b. 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;
- c. Accrual of entitlements is proportional, based on the proportion of a full-time job being performed;
- d. Job share positions will have a roster system that equitably distributes all Public Holidays proportionally to the split of hours worked;
- e. 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/s 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;
- f. Any additional hours outside the ordinary start and finish time will be paid at the applicable overtime rates;
 - g. Job share positions may be trialled for a period of up to three months to establish the effectiveness of the job share arrangements; and
 - h. 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

20. WAGE & SALARY INCREASES

- 20.1. The Council agrees to pay employee a wage/salary increase as detailed below during the term of this Agreement and the wage/salary increases will be applied on the first full pay period following the specified date.

Date of Increase	Increase Amount
1st of July 2011 (Backdated)	3.8%.
1st of July 2012	3.5%.
1st of July 2013	3.5%.

- 20.2. Progression through the applicable salary increments of pay shall be in accordance with the provisions of the Award.

21. SCHEDULE OF WAGES

- 21.1. The minimum hourly (and annual) rate of salary payable to employees is set out in **Appendix 1** of this Agreement.
- 21.2. 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.
- 21.3. Nothing contained within this Agreement shall preclude the employer from paying any employee at a higher rate than that prescribed in **Appendix 1**.

22. NO EXTRA CLAIMS

- 22.1. 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 Agreement. This clause does not exclude any increases in allowances as determined by any relevant legislation and the State Wage Case Variations.

23. ALLOWANCES

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

23.1. On-Call/Call-Out and Remote Allowances

23.1.1. On-Call Allowance

- a. Council may require an employee to be On-Call, or to perform emergency work outside of the employee's agreed scheduled ordinary working hours.
- b. Employees On-Call are required to hold themselves available to perform emergency work if required by Council.
- c. Any On-Call arrangements will be on a roster system so as to provide the employee with details of On-Call arrangements.
- d. In the case of an employee who has a position description that has On-Call arrangements as a requirement of the position, the employee will be required to have a roster that allows for regular breaks from On-Call duties and takes into consideration work/life balance needs of the employee.
- e. 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.

- f. When On-Call only involves telecommuting - the allowance shall be paid at the rate of 75% of the relevant On-Call daily allowances specified above.
- g. 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.
- h. 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 public holiday on which the employee is required to remain On-Call.

23.1.2. Call-Out Allowance

- a. 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 [2] hours salary at time and one [1] half.
- b. 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.
- c. 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 36 of this Agreement, where the actual time worked is more than two hours on such recall or on each subsequent recall.

23.1.3. 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 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. 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).

23.4. 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.

23.5. Restricted Space Allowance

An allowance of \$25 per week will be paid to an employee who is required to enter at a restricted space (as defined in clause 2), at least once or more during a week period, provided they have successfully completed any relevant training required to enter such a restrictive space.

24. WEEKEND PENALTY RATES

- 24.1. The ordinary hours of work for all salaried officers shall be in accordance with the Hours of Duty Clauses contained within the Award.
- 24.2. Any alteration to the ordinary span of hours, start / finish times or spread of days on which the employee works, must be by agreement in writing, with no compulsion by either party to agree.
- 24.3. Where an employee agrees to alter the spread of days for the ordinary hours of work (e.g. any five days in seven), Council shall pay a weekend penalty rate of time and one half for all ordinary hours worked on a Saturday, and a penalty rate of double the ordinary hourly rate for all hours worked on a Sunday.
- 24.4. Where the employee seeks to alter the spread of days to include weekends to suit their personal circumstances, the agreement in writing shall indicate the change was at the employee's request, and council shall not be liable for the weekend penalty rates.
- 24.5. Where council seeks to alter the ordinary span of hours, start/finish times or spread of days for a new or vacant position, they must refer the matter to the relevant union for discussion and consensus prior to advertising the position.

24.6. This clause applies to all officers whether full-time or part-time.

25. WORK LOCATIONS AND TRANSFERS

25.1. This clause refers to short-term and permanent transfers to different work locations and does not refer to daily "Starting work on the Job", which is dealt with by the relevant parent Award.

25.2. *Work Location*

25.2.1. All employees at Council will have a single designated usual start / finish work location.

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

25.2.3. The designated usual work location shall be the employee's permanent location as per the Letter of Appointment or where amended by mutual agreement and in writing with a copy provided to the employee.

25.3. *Short Term Work Location Transfers*

25.3.1. For short term operational purposes, up to six [6] weeks but extendable to twelve [12] with agreement and consultation with the effected employee and relevant union, 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.

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

25.3.3. Short-term transfers will not be used to unnecessarily transfer an employee or rotate employees between fixed work locations, except in the case of where on-the job training is required under a traineeship or cadetship program. When the short-term work location transfer period has been exhausted, the employee will return to their usual start / finish work location.

25.4. *Six Months Maintenance of Permanent Work Location Transfer Travel Arrangement of the previous Sunshine Coast Council Salaried Officers' Certified Agreement 2009*

25.4.1. Council will maintain the Permanent Work Location Transfer Travel Arrangement detailed in **Appendix 5** for six [6] months from the date of certification of this Agreement. All employees receiving any allowances under this arrangement at the date of certification and any new applications for the allowance will continue until the first pay date following the end of the six [6] month period.

25.4.2. Any allowance will be paid at commencement of travel.

25.5. *Permanent Work Location Transfers*

Following the completion of the six [6] month maintenance of the Permanent Work Location Transfer Travel Arrangement in clause 25.4, the following will apply:

25.5.1. Council may permanently transfer an employee to another work location within the Council region to meet operational needs.

25.5.2. An employee can only be permanently transferred once during the life of this Agreement, unless there is mutual agreement for otherwise.

25.5.3. Where Council makes a definite decision to permanently transfer an employee to a new designated work location after certification of this Agreement, Council will provide notification in accordance with clause 61 "Workplace Change Notification" of this Agreement. The employee and any relevant union will be given eight [8] weeks notice of the change, unless a lesser period is mutually agreed between Council, the employee and any relevant union/s.

25.5.4. Council will have available an Undue Hardship Claim form. On the form the employee must outline information so as to provide to the Council a submission it may consider on whether the permanent transfer not proceed or whether special arrangements might be considered for the employee for the permanent transfer. To meet 'Undue Hardship' consideration the employee needs to satisfy the Council that undue hardship relevant to the permanent transfer exists. In this clause, Undue Hardship is defined as circumstances where the permanent transfer has an excessive or substantial impact on the employee because of the permanent transfer of the employee to a new location.

25.5.5. Examples of this may include:

- a. Travelling costs inclusive of time and/or distance that would be reasonably seen as excessive considering the size of the Council region and/or the personal circumstances of the affected employee;
- b. Medical conditions that prohibit travelling such long distances, which Council may request the employee to verify through the provision of medical information;
- c. Family or carer responsibility and/or additional cost incurred that requires direct and regular assistance that cannot be changed or carried out by another person - for instance the care of a disabled or elderly family member that requires lunch time visits for their care for which the employee has no alternative arrangement;

- d. Inconveniences will not be considered as undue hardship.
- 25.5.6. CEO/Executive Director will determine an Undue Hardship Claim within fourteen [14] days of receipt of the claim and will take into consideration the following:
- a. The individual employee's specific circumstances;
 - b. Council's reason for the location change;
 - c. Costs to Council and the affected employee involved;
 - d. Availability of alternative arrangements;
 - e. Fairness and equity for all employees; and
 - f. Ability of Council to deliver efficient customer-focused service.
- 25.5.7. All Undue Hardship Claims require the employee to provide current information on the relevant cost burdens and other relevant information at the time of assessment or at any review.
- 25.5.8. If Council decides there is a valid Undue Hardship Claim, Council will either:
- a. Maintain the position in its current location; or
 - b. Allow the transfer subject to the provision of one or more of the following special arrangements:
 - provision of commuter or operational use of a vehicle;
 - car pooling arrangements;
 - work remotely;
 - rotating location between old and new locations;
 - changing commencing and finishing times;
 - a special travel allowance whereby the employee will receive a travel allowance as per clause 23.2 for any additional kilometres which is more than ten [10] kilometres in commuter distance from home to their previous location of work (and calculated each way). This allowance will be paid at commencement of travel; or
 - other arrangements that will assist in reducing the undue hardship including any suggested assistance detailed by the employee in their Undue Hardship claim.
- 25.5.9. In the situation where a position is required to be moved to another location for operational and service delivery needs; and at the same time the employee has a valid claim for Undue Hardship, then CEO/Executive Director may require the employee to be redeployed to another position in the current location, provided the employee meets the requirement of that position and is at the same classification level.
- 25.5.10. The CEO may offer voluntary redundancy as a last resort option following exhaustion of any redeployment options.
- 25.5.11. If CEO/Executive Director does not grant an Undue Hardship Claim, it will provide the employee and any relevant union with a written reason, within seven [7] days of the determination being made at Clause 25.5.6.
- 25.5.12. If an employee's Undue Hardship Claim is denied by Council, the employee may use this Agreement's Dispute Resolution Procedure (clause 12).
- 25.5.13. If CEO/Executive Director grants an Undue Hardship Claim, the period of the claim may be ongoing or for a specified period normally a maximum of twelve [12] months, at the end of which time, the claim will be reassessed by Council based on any new information provided by the employee. This period may be shortened if the employee's circumstances change during the period granted for undue hardship.

25.6. *Voluntary Work Location Transfers*

- 25.6.1. An employee may seek voluntary transfer due to another location being more beneficial to the employee in terms of being closer to their home of residence.
- 25.6.2. Consideration of any such request will be at the discretion of CEO/Executive Director based on operational and service delivery requirements and availability of positions in the requested location.
- 25.6.3. In this case no travel allowance is payable on voluntary transfer of location.

PART 4 - EMPLOYMENT BENEFITS

26. SALARY SACRIFICE

- 26.1. 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.
- 26.2. 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 Agreement.
- 26.3. 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.

26.4. 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.

26.5. Council recommends employees consult a taxation adviser to ensure any possible Taxation and Fringe Benefits Tax implications are understood and if any are related to a salary sacrificing agreement, before the employee signs this document. Fringe Benefits Tax is reported on the employees annual Payment Summary.

27. SUPERANNUATION

27.1. 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.

28. POSITIONS REQUIRING SPECIAL LICENSES/PERMITS

28.1. 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 License" etc, but it does not include professional memberships.

28.2. If the license or permit is a requirement of the position, when an employee is appointed, the applicant would be expected to hold that license / permit upon application for employment.

28.3. If new licences or permits are added to a position's requirements after the employee is appointed, Council will pay the employee the cost for this special licence or permit. In these circumstances, renewals of these additional special licences and permits, as approved by the CEO, will be paid by Council.

29. HEALTHY LIFESTYLE INITIATIVES

29.1. 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 SCC Workplace Consultative Forum will develop and agree to new Healthy Lifestyle Initiatives to foster a range of practical programs and activities which benefit both Council and their employees.

30. MID-CAREER BREAK

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

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

30.3. 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's continuous service.

31. WORKPLACE FACILITIES

31.1. The Council agrees to comply with the provisions of the Workplace Health and Safety Regulation 2008.

32. EMPLOYEE DEVELOPMENT

32.1. Career Development

32.1.1. 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.

32.1.2. In order for employee career development all positions will be advertised internally first. The CEO/Delegate will only approve the simultaneous advertising both internally and externally of a position if it has been assessed as a high priority and there is a limited internal market. Where a position has been advertised simultaneously (both internally and externally), any internal applicant should be assessed for suitability before external applicants are considered based on the merit principle.

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

32.1.4. It is acknowledged and understood by the parties that external applicants include contractors and their employees.

32.2. Training & Development

32.2.1. 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:

- a. Training and skill development;
- b. Employee career development opportunities through access to appropriate training programs. The programs where available and appropriate shall be based on nationally accredited competencies and curriculum;
- c. 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;
- d. 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; and
- e. 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.

33. STUDY ASSISTANCE

33.1. All employees shall be entitled to the study assistance provision detailed in **Appendix 4**.

PART 5 - WORKING ARRANGEMENTS

34. HOURS OF WORK

34.1. The ordinary hours of work for all employees shall be in accordance with the Award unless varied in accordance with an instrument entered into under the terms of this Agreement.

34.2. The span of hours shall be from 6am to 6pm unless varied in accordance with an instrument entered into under the terms of this Agreement.

35. NINE-DAY FORTNIGHT/FLEX-TIME

35.1. The standard working arrangements for employees shall be either a nine-day fortnight or flex-time unless varied in accordance with an instrument entered into under this Agreement.

35.2. The standard working arrangements may be changed during the life of this Agreement by:

35.2.1. A LAWA [see clause 14];

35.2.2. Special Working Arrangement [see clause 38]; or

35.2.3. Where a work team and management agree that for operational purposes a change in the working arrangements would be more beneficial to Council and the employees. In this case the affected employees may, following approval from Council and consultation with their relevant union, vote to change the current work arrangement. In order for the change to be executed, 75% or more of the affected employees must vote in favour of that change.

35.3. Nine-Day Fortnight standard working arrangements are detailed in **Appendix 2**.

35.4. Flex-Time standard working arrangements are detailed in **Appendix 3**.

35.5. For Flex-Time employees it is important that at all times they follow 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 be a need for co-operation between employees and management in planning of working time.

36. OVERTIME

36.1. Overtime shall be paid in accordance with the full provisions of the Award unless varied in accordance with an instrument entered into under the terms of this Agreement.

37. TIME OFF IN LIEU OF OVERTIME [TOIL]

37.1. Flexible working arrangements can be of mutual benefit to all employees, Council and service delivery to the community. To this end, TOIL may apply in accordance with the following arrangements:

37.1.1. Overtime can only be worked with approval by Management.

37.1.2. Such overtime worked is to be paid at the applicable overtime rates.

37.1.3. Where management and the employee agree the overtime worked can accrue as TOIL at the rate of time for time and be taken at a later date as TOIL.

37.1.4. The taking of TOIL should be agreed in advance between the employee and their Manager.

37.1.5. Managers are responsible for managing TOIL and associated record keeping in their own work areas.

37.2. 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 as worked.

38. SPECIAL WORKING ARRANGEMENTS

38.1. Special Working Arrangements may be entered into by agreement in the following two [2] circumstances:

38.1.1. 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

38.1.2. An employee may require a Special Working Arrangement in order to better accommodate for their personal commitments or work/life balance; such arrangement may be on a permanent basis or alternatively for a specified period.

38.2. 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.

39. WORKING FROM HOME

39.1. Employees may be permitted to work from home as a means of increasing productivity through decreased overheads, and to meet employees' personal circumstances.

39.2. This will be subject to the demands of the position, the actual work content, and mutual agreement between the employee and employer.

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

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, Flex-time 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 Flex-time to cover the agreed shutdown period.

41. SUPERVISORS OF 38 HOURS PER WEEK EMPLOYEES

41.1. Where an employee directly supervises employees working a 38 hour week under other relevant awards, and is required to be in attendance for the span of 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. As per the Award.

PART 6 - LEAVE

43. ANNUAL LEAVE

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

43.1.1. 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 the Award.

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

43.2. 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 can elect to reduce their annual salary by the corresponding level of unpaid leave sought and recalculate salary payments over twenty six [26] fortnights, thus ensuring continual income throughout the year.

44. PERSONAL LEAVE [SICK & CARER'S]

- 44.1. All personal leave entitlements shall be in accordance with full personal leave provisions of the Award subject to the following conditions:
 - 44.1.1. 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 Award;
 - 44.1.2. Personal Leave may be taken as sick leave when an employee suffers a personal illness or injury.
 - 44.1.3. Carer's 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; and
 - 44.1.4. There will be no ceiling to the amount of sick leave which can be accrued.

44.2. Sick Leave

- 44.2.1. When taking sick leave the employee must notify their supervisor/manager of their absence as soon as practical which should be where possible within thirty [30] minutes on the day of absence.
- 44.2.2. 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.
- 44.2.3. 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.

44.3. Carer's Leave

- 44.3.1. When taking carer's leave the employee, wherever practical is required to give the Council notice prior to the absence of the intention to take carer's 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.
 - 44.3.2. 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 by 12 noon on the day of the absence.
 - 44.3.3. Council may request 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.
- 44.4. 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

- 45.1. All bereavement leave entitlements shall be in accordance with full bereavement leave provisions of the Award.
- 45.2. All employees (except casuals) are entitled to five [5] days paid bereavement leave to be taken as per the Award.

46. LONG SERVICE LEAVE

- 46.1. All long service leave entitlements shall be in accordance with full long service leave provisions of the Award subject to the following conditions:
 - 46.1.1. 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 Award. After seven [7] years of continuous service, employees are entitled to 9.1 weeks pro rata;
 - 46.1.2. Long service leave may be accessed for periods of less than two weeks if annual leave entitlements have been exhausted; and
 - 46.1.3. 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:
 - 47.1.1. The employee will be entitled to take up to eighteen [18] months parental leave;
 - 47.1.2. 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;
 - 47.1.3. This entitlement is only available for one parent or shared between the parents;

- 47.1.4. 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; and
- 47.1.5. Council will contribute superannuation insurance cover on behalf of an employee during any period of unpaid parental leave.

47.2. Paid Parental Leave

- 47.2.1. This paid leave is in addition to any entitlement permissible under the Federal Government’s Paid Paternity Leave Scheme.
- 47.2.2. Based on an employee’s length of service, permanent and maximum-term employees 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

- 47.2.3. Employees may take the paid parental leave at half-pay;
- 47.2.4. Part-time employees are eligible for paid parental leave on a pro-rata basis of the average weekly hours for the preceding twelve [12] months;
- 47.2.5. 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;
- 47.2.6. 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;
- 47.2.7. 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;
- 47.2.8. With the exception of the one [1] week's paid paternity leave (clause 47.3), paid parental leave is to be available to only one parent at a time in a single unbroken period;
- 47.2.9. All employee entitlements will accrue during the period of paid parental leave, on a pro-rata basis;
- 47.2.10. If the pregnancy of an employee terminates other than by birth of a living child in the third trimester the employee may take the equivalent of paid maternity leave as paid compassionate leave. An employee may be required to supply a certificate if requested by management when application for the paid leave is made;
- 47.2.11. If the child dies after birth within the approved paid period the employee will be able to take the balance of the paid leave as paid compassionate leave.

47.3. Paid Paternity Leave

- 47.3.1. One [1] week paid paternity leave at the time of the birth or adoption of the child may be taken.
- 47.3.2. This paid paternity leave entitlement forms part of the total paid parental leave entitlement.

48. LEAVE WITHOUT PAY

- 48.1. Employees may seek leave without pay which will be at the discretion of the CEO/Delegate.
- 48.2. 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

- 49.1. 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 (e.g. 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/Delegate 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 Declaration of a Disaster Situation 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, up to 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 Declaration of a Disaster Situation 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, the employee shall be permitted leave without loss of pay, up to 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 Declaration of a Disaster Situation, 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 Flex-time] excluding personal leave (unless an emergency as defined by the relevant award) or unpaid leave.

52. MILITARY LEAVE

- 52.1. 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 33 and **Appendix 4**.

PART 7 - WORKPLACE PRACTICES

54. WORKPLACE HEALTH & SAFETY

- 54.1. The Parties agree to comply with the provisions of the relevant Workplace Health and Safety Act and acknowledge a healthier and safer workplace will result in improved effectiveness, efficiency and productivity. 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.
- 54.2. 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:
- 54.2.1. Control of hazards at the source;
 - 54.2.2. Reducing the incidence and costs of workplace injury and illness;
 - 54.2.3. 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, property damage or any near-misses;
 - 54.2.4. Reviewing the work and management practices affecting the inter-relationship between efficiency, productivity and health and safety;
 - 54.2.5. The commitment and adherence to the Councils' rehabilitation system for employees affected by workplace injury or illness;
 - 54.2.6. The 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;
 - 54.2.7. The 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
 - 54.2.8. Developing a culture of preventative strategies to promote better health and fitness.
- 54.3. 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.
- 54.4. 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.

54.5. 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, he/she must inform their Supervisor before commencing work.

55. MEDICAL ASSESSMENT FOR LONG-TERM INJURED OR SICK EMPLOYEES

55.1 Where an employee is unable to carry out the responsibilities of their substantive position over a prolonged period due to injury or illness, or in order to identify if a long term injured or ill employee may be redeployed to an alternative position, the CEO/Executive Director in consultation with Workplace Health and Safety Manager may request that the employee undergo a specialist medical assessment with an appropriate specialist medical practitioner.

55.2 The medical report will only cover the employee's capacity [both short-term and long-term] to carry out the responsibilities of their substantive position and/or an alternative redeployment position.

55.3 Such medical assessment will be undertaken by a specialist medical practitioner nominated by the employee's treating doctor. If within one month from the date of the request in clause 55.1 no medical assessment has been carried out, Council will provide a list of specialists from whom the employee will select their preferred specialist.

55.4 If an employee fails to comply with a request for medical assessment, and the CEO/Executive Director believe there is an inherent risk to the employee's, and/or any co-worker's health and safety if the employee returns to his/her substantive position, then they may transfer the employee to a suitable alternative position if available, to minimise the risk until such time as the employee provides a full medical clearance to return to their substantive position.

55.5 The written medical report by the specialist medical practitioner will be provided to the employee and the Workplace Health and Safety Manager.

55.6 Council will bear the cost of any specialist medical assessment requested under this clause.

56. EMPLOYEE WELLBEING

56.1. Sunshine Coast 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.

56.2. The Council will continue to demonstrate its commitment to work and life balance through:

56.2.1. Developing and implementing leading-edge work/life and equity and diversity policies and practices that benefit both employees and the business;

56.2.2. Applying flexible and innovative ways and enhancing access to the policies in daily business where possible;

56.2.3. 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 service capability is achieved;

56.2.4. Continually strengthening relationships between managers, team leaders and employees;

56.2.5. Continuing to support and monitor local equity and diversity planning; and

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

57. EQUITY & DIVERSITY

57.1. The parties are committed to the principles of equity and diversity and to the objectives set out in the relevant Anti-Discrimination legislation.

57.2. The Council will conduct its operations with total commitment to the spirit and intent of the above legislation including the following principles:

a. Fair practices in the workplace;

b. Management decisions being made without bias;

c. Recognition of and respect for the social and cultural backgrounds of all employees and customers;

d. Improving productivity through guaranteeing that:

- The best person is recruited and/or promoted;

- Skilled employees are retained;

- Training and development are linked to customer need and employee development; and

- The workplace is efficient and free of harassment and discrimination.

58. CLASSIFICATION OF POSITIONS

- 58.1. Classification of positions in the Corporate Structure shall be in accordance with the full provisions of the Award subject to the following:
 - 58.1.1. All positions in the Corporate Structure shall have a position description which will be used as the primary source of classifying positions;
 - 58.1.2. Whenever a position is redesigned, the position will require a reclassification; and
 - 58.1.3. Copies of the current agreed Position Description shall be in the possession of the incumbent employee and the corporate Position Description register.

PART 8 - WORKPLACE CHANGE

59. EMPLOYMENT SECURITY

- 59.1. The Council is required as part of its responsibilities under the Local Government Act (Qld) 2009 to provide services to and undertake work for the ratepayers and community of the Sunshine Coast in an efficient and productive manner. In order to do this Council will need to maintain a productive and efficient permanent workforce.
- 59.2. The parties agree that the best way to optimise job security is through maximum efficiencies, 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.
- 59.3. The parties are committed to optimising the employment security of employees by:
 - 59.3.1. Taking steps to ensure Council has the benefit of a stable and committed workforce;
 - 59.3.2. Training and developing employees' levels of skill and ability and providing retraining when necessary;
 - 59.3.3. Providing an environment which supports career development and equal employment opportunity;
 - 59.3.4. Continuing to manage Council's workforce to minimise the need for involuntary labour reductions in the future through natural attrition, retraining and redeployment as detailed in Clause 62;
 - 59.3.5. Council will ensure that any contractors (including day labour) are reduced prior to any redundancy where the skill requirements of the redundant positions are the same as those of the contractors.
 - 59.3.6. 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; and
 - 59.3.7. Introducing measures to increase the security of employees' employment.

60. CONTRACTING OUT / OUTSOURCING / SHARED SERVICES

60.1. Contracting Out

- 60.1.1. Council will utilise and promote the use of its in-house permanent employees or seek to engage casual and maximum-term employees for the undertaking of Council's work, services and operations prior to any other option being considered.
- 60.1.2. The Council will endeavour to preserve as many employment positions as possible that currently exist within Council, while the parties recognise that the Council may require the use of Contractors to carry out Council work and services in circumstances as detailed in 60.1.4. This will only be when it can be demonstrated via the consultation required at 60.3 that there are no available and appropriately skilled employees to perform the work.
- 60.1.3. Permanent full-time employees will always be given first preference to "higher duties" positions over contractors, unless the events listed in 60.1.4. limit this from occurring.
- 60.1.4. During the life of this Agreement, Council will, where appropriate, minimise the contracting out of works and services currently provided by Council, provided that Council may determine to contract out works and services in the following circumstances:
 - a. In the event of a critical shortage of skilled employees;
 - b. Where the work volume is beyond the capacity of our existing employees or due to tight time constraints;
 - c. Where there is a lack of available infrastructure capital or cost in the provision of technology is not economically sustainable;
 - d. It can be clearly demonstrated that it is in the public interest that such services should be contracted out; and
 - e. Extraordinary or unforeseen circumstances.
- 60.1.5. Subject to these provisions, contractors and or their employees will not be appointed to any position as permanent employees unless normal recruitment and selection processes have been followed per clause 32 Employee Development.

60.2. Outsourcing/Shared Services

While it is not currently the intention of Council to engage in any shared resource, joint enterprise or shared service company arrangements, Council reserves the right to make a determination regarding such arrangements.

60.3. Consultation

- 60.3.1. Where Council decides to contract out any Council works and services provided by Council employees, the affected employees and their relevant unions shall be consulted as early as possible prior to implementation. Such consultations shall occur in accordance with clause 61 of this Agreement.
- 60.3.2. 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 in accordance with clause 61. It is the responsibility of the relevant union to participate fully in discussions on any proposals to contract out of any Council's functions. Council will not be required to provide information that would result in disclosure of confidential and/or commercial information.

61. WORKPLACE CHANGE NOTIFICATION

- 61.1. 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.
- 61.2. "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.
- 61.3. Council shall discuss with the employees affected and the relevant Union "inter-alia", the introduction of the changes referred to in clauses 61.1 & 61.2 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees.
- 61.4. Council will give prompt and genuine consideration and shall report back in writing on any matters raised by the employees and/or the relevant Union in relation to the changes.
- 61.5. The discussions shall commence as early as practicable after a definite decision has been made by Council to make the changes referred to in clause 61.2 hereof.
- 61.6. 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 affect employees provided that Council shall not be required to disclose confidential information the disclosure of which would be inimical to Council's interests.
- 61.7. During this period, Council will assess whether there will be redundancies, and if so, any redeployment options as a result of the workplace change.
- 61.8. Where council is proposing to undertake restructuring which may result in a position becoming redundant, Council will provide the affected employees and their relevant union a summary of the proposed changes to the structure including any current positions which are likely to be displaced and/or deemed redundant, proposed new positions, and a list of the potentially affected positions including council's proposal to mitigate the effects on each affected employee.

62. REDUNDANCY / RETRAINING / REDEPLOYMENT / RETRENCHMENT

62.1. Definitions

- "Redundancy" means a situation where a function in Council is no longer required and the position is no longer needed as a result of organisational change.
- "Retrenchment" means the termination of employment of an employee working in a position that has been made redundant and Council cannot offer the employee any alternative position or, any alternative position offered by the Council cannot be accepted by the employee. Retrenchment may be voluntary or involuntary. However retrenchment does not occur in the following circumstances:
 - Where an employee terminates their employment before the expiration of the thirteen [13] weeks redundancy notice period without prior approval of the CEO (see below); or
 - 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
 - Where an employee's services are terminated by reason of neglect of duty, abandonment of employment or misconduct; or

- Where an employee has been engaged in a casual or temporary capacity on a short term basis, such as project employment; or
 - Where the employee either before or during the redundancy/reduction notice period is offered by Council a redeployment to an alternative position and the employee does not accept that position; or
 - Where an employee has not been engaged for a continuous period of at least twelve [12] months.
- "Redeployment" means the process of transferring an employee to another substantive position, and appointing them to that position on the proviso that they have the skills, knowledge and ability to carry out the responsibilities of the new position.
 - "Retraining" means the assessment of the employee's current skills, knowledge and abilities and providing short-term training [up to three [3] months] to improve an employee's redeployment opportunities.

62.2. Objectives

62.2.1. The objectives of this clause:

- a. To maintain, where possible, employees whose positions have become redundant in continued employment within the Council;
- b. To retrain employees whose positions have become redundant where necessary;
- c. To pay monetary compensation to employees whose positions have become redundant and who are unable to be redeployed and who are to be retrenched;
- d. Not to use redundancy as a means of managing poor performance; and
- e. To assist employees to find employment outside Council through vocational training.

62.3. Redundancy

62.3.1. Where Council has made a decision to make a position redundant (which is occupied with an incumbent) the Council will assess for any redeployment opportunities by reviewing all vacant permanent positions within Council to ascertain if there are any suitable alternative positions that the employee could be offered redeployment to.

62.3.2. Council will issue a Redundancy Notice of thirteen [13] weeks to the employee and their relevant union. This notice will contain:

- a. The reason for the position becoming redundant;
- b. The date of the redundancy;
- c. Details of any possible redeployment opportunities that may be appropriate for the employee (provided that the Council will not be required to provide confidential information the disclosure of which would be detrimental to its concerns) having regard to their skills and qualifications; and
- d. Estimate of the retrenchment entitlements as per clause 62.7.

62.3.3. Council will meet with the affected employee and relevant union as soon as possible to discuss the redundancy.

62.4. Redeployment & Retraining

62.4.1. During the Redundancy Notice period, Council will assess all possible redeployment options and if a suitable position is found Council will make an offer to the affected employee.

62.4.2. If an offer of redeployment is made the employee will be required to accept or reject an offer of redeployment within twenty-one days [21] days of receipt of the offer. If the employee accepts the offer, the employee will be redeployed to the new position within fourteen [14] days of acceptance of the offer, unless another date is mutually agreed. If the employee rejects the offer, the employee may be retrenched as at the end of the Redundancy Notice period, if no other redeployment options are found.

62.4.3. An employee who is offered redeployment must fully co-operate in the process.

62.4.4. A position will be regarded as a position for redeployment if the employee meets the requirements of this position and has the skills, knowledge and ability to carry out the position's responsibilities to the required standard either immediately or able to attain the required skills, knowledge and ability within the first three [3] months of the redeployment. An employee who is deemed eligible for redeployment shall be referred to as a "redeployee".

62.4.5. Retraining will be provided to assist a redeployee to reach the required standard needed for their alternative position. This retraining will involve the employee being individually interviewed to determine what options may exist for their retraining by Council.

62.4.6. The redeployee will be appointed to the alternative position at the position's classification level. However, if this position is at a lower classification level than their redundant position, the redeployee will continue to receive, as a minimum for all work performed, the actual rate of pay for the classification of the redundant position for period of eighteen [18] months.

62.4.7. 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:

- a. A maximum period of eighteen [18] months elapses; or
- b. The employee is no longer employed by the Council; or

- c. 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.
- 62.4.8. In addition:
- a. Council agrees to apply all wage increases provided for in this Agreement to the employee's maintained income/salary/wage; and
 - b. 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.
- 62.4.9. During the first twelve [12] weeks of the redeployment the employee and Council will assess the suitability of the redeployment and the redeployee or Council, may determine the redeployment is unsatisfactory or unsuitable and the redeployment will come to an end. Following the termination of the redeployment, the employee will have two [2] months to explore other redeployment options.
- a. If at the end of the of the two [2] month period there are no redeployment options, the employee will receive a Retrenchment Notice;
 - b. If a redeployment option is found then the employee will be offered the position and if the employee accepts the position they will be permanently redeployed to that alternative position and there will be no further review period. If the redeployment is at a low classification level, sub clause 62.4.6 will apply; and
 - c. If the employee rejects the offer the employee may receive a Retrenchment Notice if no other redeployment options are found at the completion of the two [2] months.

62.5. Retrenchment

- 62.5.1. At the end of the total Redundancy Notice Period, if no permanent redeployment options are found, the affected employee will be issued with a Retrenchment Notice of two [2] weeks.
- 62.5.2. Upon receipt of their Retrenchment Notice the employee will continue to work in their substantive position or an alternative position if mutually agreed to by both parties.

62.6. Voluntary Retrenchment

- 62.6.1. The CEO may invite applications from employees for voluntary retrenchment during the Redundancy Notice Period where there are one or more positions that are no longer required. The CEO, upon receipt of any applications, at his/her discretion, will either make an offer of voluntary retrenchment or reject it.
- 62.6.2. An employee seeking Voluntary Redundancy must accept Council's offer within two [2] weeks of the offer being made otherwise it will lapse.
- 62.6.3. The date of the retrenchment will be two [2] weeks from the acceptance date, unless another date is mutually agreed.

62.7. Retrenchment Entitlements

- 62.7.1. An employee who is retrenched [voluntary/non-voluntary] shall receive:
 - a. Severance Pay provided for in Clause 62.8;
 - b. Access to the Severance Benefits provided for in Clause 62.9; and
 - c. All usual termination of employment entitlements.

62.8. Severance Pay

- 62.8.1. Upon termination, an employee who is retrenched will receive the following severance pay:
 - a. 3 weeks pay for each year of service and a proportional amount for each uncompleted year, for the first five [5] years of completed service;
 - b. 2.5 weeks pay for each year of service, and a proportional amount for each uncompleted year, for the next ten [10] years of completed service;
 - c. 2 weeks pay for each year of service, and a proportional amount for each uncompleted; for the years thereafter;
 - d. The minimum redundancy payment shall be eight [8] weeks pay, and the maximum shall be 52 weeks pay;
 - e. Full pro rata payment of long service leave, eligible after five [5] years of service.
- 62.8.2. Ordinary rate of pay shall mean the current rate including annualised allowances and Certified Agreement increases (excluding shift loadings, weekend penalty payments, and overtime).

62.9. Severance Benefits

- 62.9.1. An employee shall have access to up to five [5] days leave with pay for the purpose of attending personal employment interviews during the retrenchment notice period, provided he/she has prior approval from their supervisor for the specific days.
- 62.9.2. An employee shall be given a statement showing the calculation of an estimate of the payments to be made to the affected employee should retrenchment occur, at least twenty eight [28] days before the date on which their retrenchment is to take effect.
- 62.9.3. An employee shall have access to career planning/outplacement support together with access for up to four [4] appointments for personal support with Council's Employee Assistance Program (EAP).

- 62.9.4. An employee shall have access to up to \$1000 for long-term vocational training costs, which will be paid by Council.
- 62.9.5. An affected employee shall have access to payment of financial planning costs of up to \$500, which will be paid by Council.

62.10. Early Separation Incentive Payment (ESIP)

- 62.10.1. The Early Separation Incentive Payment (ESIP) is designed to enable a redundant employee to seek payment in lieu of notice, before the expiry of either the Redundancy or Retrenchment Notice period.
- 62.10.2. The employee will be required to submit an application to the CEO within seven [7] calendar days of receiving the Redundancy or Retrenchment Notice.
- 62.10.3. Applications may be rejected by the CEO/Delegate if acceptance would be detrimental to Council's operations.
- 62.10.4. The ESIP is the amount the retrenched employee would have received had the employee worked the balance of the redundancy/retrenchment notice period, in lieu of notice. This payment will be calculated at the ordinary rate of pay.

63. TRANSMISSION OF BUSINESS

- 63.1. 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 occupation of law and "transmitted" has a corresponding meaning.
- 63.2. 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.
- 63.3. 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.
- 63.4. Where the Council declares any positions redundant as a consequence of a transmission of business, the following shall apply to affected employees:
 - 63.4.1. All reasonable steps will be taken to find suitable alternative employment within Council or with the Transmtee;
 - 63.4.2. 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.
- 63.5. 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 61 Workplace Change Notification of this Agreement.
- 63.6. 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 Transmtee:
 - a. Annual leave;
 - b. Long service leave;
 - c. Personal/Carer's leave; and
 - d. Redundancy.

Signed for and on behalf of **Sunshine Coast Regional Council**
 In the presence of
 Signed for and on behalf of The Association of Professional Engineers,
 Scientists and Managers, Australia, Queensland Branch, Union of Employees
 In the presence of:

John Knaggs
 Brendan Hogan
 M. Rae
 Kaylene Scott

Signed for and on behalf of the Queensland Services, Industrial Union of Employees
 In the presence of:

?????????
 Neil Henderson

PART 9 - SIGNATORIES

PART 10 - APPENDICES

Appendix 1 - Schedule of Wages

Queensland Local Government Officers Award												
	From 1 July 2011				From 1 July 2012				From 1 July 2013			
	3.3% increase				3.3% increase				3.3% increase			
Level	Annual	Weekly	Hourly	Casual Hourly	Annual	Weekly	Hourly	Casual Hourly	Annual	Weekly	Hourly	Casual Hourly
Level 1.1	42,910	825.19	22.76	28.45	44,412	854.07	23.56	29.45	45,966	883.96	24.39	30.48
Level 1.2	43,643	839.29	23.15	28.94	45,170	868.66	23.96	29.95	46,751	899.06	24.80	31.00
Level 1.3	44,667	858.98	23.70	29.62	46,230	889.04	24.53	30.66	47,848	920.16	25.38	31.73
Level 1.4	45,763	880.06	24.28	30.35	47,365	910.86	25.13	31.41	49,022	942.74	26.01	32.51
Level 1.5	46,861	901.17	24.86	31.07	48,501	932.71	25.73	32.16	50,199	965.36	26.63	33.29
Level 1.6	47,977	922.63	25.45	31.81	49,656	954.92	26.34	32.93	51,394	988.34	27.26	34.08
Level 2.1	49,142	945.04	26.07	32.59	50,862	978.11	26.98	33.73	52,642	1,012.35	27.93	34.91
Level 2.2	50,360	968.46	26.72	33.40	52,123	1,002.36	27.65	34.56	53,947	1,037.44	28.62	35.77
Level 2.3	51,639	993.05	27.39	34.24	53,446	1,027.81	28.35	35.44	55,317	1,063.78	29.35	36.68
Level 2.4	52,982	1,018.88	28.11	35.13	54,836	1,054.54	29.09	36.36	56,755	1,091.45	30.11	37.64
Level 3.1	54,350	1,045.19	28.83	36.04	56,252	1,081.78	29.84	37.30	58,221	1,119.64	30.89	38.61
Level 3.2	55,746	1,072.05	29.57	36.97	57,698	1,109.57	30.61	38.26	59,717	1,148.40	31.68	39.60
Level 3.3	57,142	1,098.89	30.31	37.89	59,142	1,137.35	31.38	39.22	61,212	1,177.16	32.47	40.59
Level 3.4	58,539	1,125.75	31.06	38.82	60,588	1,165.15	32.14	40.18	62,709	1,205.93	33.27	41.58
Level 4.1	59,933	1,152.55	31.79	39.74	62,030	1,192.89	32.91	41.13	64,202	1,234.64	34.06	42.57
Level 4.2	61,329	1,179.40	32.54	40.67	63,475	1,220.68	33.67	42.09	65,697	1,263.40	34.85	43.57
Level 4.3	62,726	1,206.26	33.28	41.60	64,921	1,248.48	34.44	43.05	67,193	1,292.18	35.65	44.56
Level 4.4	64,120	1,233.08	34.02	42.52	66,364	1,276.24	35.21	44.01	68,687	1,320.91	36.44	45.55
Level 5.1	65,515	1,259.90	34.76	43.44	67,808	1,304.00	35.97	44.97	70,181	1,349.64	37.23	46.54
Level 5.2	66,913	1,286.79	35.50	44.37	69,255	1,331.83	36.74	45.93	71,679	1,378.44	38.03	47.53
Level 5.3	68,310	1,313.65	36.24	45.30	70,701	1,359.63	37.51	46.88	73,175	1,407.22	38.82	48.52

Level 6.1	70,697	1,359.56	37.51	46.88	73,172	1,407.15	38.82	48.52	75,733	1,456.40	40.18	50.22
Level 6.2	73,100	1,405.76	38.78	48.47	75,658	1,454.97	40.14	50.17	78,306	1,505.89	41.54	51.93
Level 6.3	75,510	1,452.12	40.06	50.07	78,153	1,502.94	41.46	51.83	80,888	1,555.55	42.91	53.64

Queensland Local Government Officers Award												
Level	From 1 July 2011				From 1 July 2012				From 1 July 2013			
	3.3% increase				3.3% increase				3.3% increase			
	Annual	Weekly	Hourly	Casual Hourly	Annual	Weekly	Hourly	Casual Hourly	Annual	Weekly	Hourly	Casual Hourly
Level 7.1	77,927	1,498.59	41.34	51.68	80,654	1,551.04	42.79	53.48	83,477	1,605.33	44.28	55.36
Level 7.2	80,349	1,545.18	42.63	53.28	83,161	1,599.26	44.12	55.15	86,072	1,655.23	45.66	57.08
Level 7.3	82,766	1,591.66	43.91	54.88	85,663	1,647.37	45.44	56.81	88,661	1,705.02	47.04	58.79
Level 8.1	85,674	1,647.58	45.45	56.81	88,673	1,705.24	47.04	58.80	91,776	1,764.92	48.69	60.86
Level 8.2	88,577	1,703.40	46.99	58.74	91,677	1,763.02	48.63	60.79	94,886	1,824.72	50.34	62.92
Level 8.3	91,483	1,759.29	48.53	60.67	94,685	1,820.86	50.23	62.79	97,999	1,884.59	51.99	64.99
Level 8.4	94,206	1,811.66	49.98	62.47	97,504	1,875.07	51.73	64.66	100,916	1,940.70	53.54	66.92
Level 8.5	96,933	1,864.09	51.42	64.28	100,325	1,929.34	53.22	66.53	103,837	1,996.86	55.09	68.86

Appendix 2 - Nine Day Fortnight

1. Hours of Duty

- 1.1. Standard Hours to be worked by employees (working 72 ½ 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:

8.15am commence work
10 minute morning tea break to be taken as agreed
45 minute lunch break taken between 12.00 noon and 2.00 p.m.
10 minute afternoon tea break to be taken as agreed
5.04pm finish work.

- 1.2. The ordinary hours of duty of any employee will be as provided in the Award, subject to the total ordinary hours of duty to be worked in any one day (including tea break(s) but excluding lunch break) not being in excess of 8 hours and 4 minutes.

2. Rostered Days Off (RDO)

- 2.1. The employee shall be entitled to a day off without reduction in pay each fortnight of employment, except as is otherwise provided for in this Agreement. This RDO will normally be a Monday or Friday based on a mutually agreed rotating roster. Where it can be demonstrated that Monday or Friday RDOs are having proven significant negative effects on employees, customers and/or team operations, an attempt will be made to reach agreement on alternative arrangements suitable to both.

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

2.3. 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 CEO (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.

2.4. Accrual of RDO's

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 CEO (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. RDOs stored prior to the signing of the Agreement must be taken within twelve [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 CEO (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 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

- 4.1. Sick leave entitlements will be recorded in hours and fractions thereof.
- 4.2. 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. $72.5/9 = 8.06$).
- 4.3. 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.
- 4.4. An employee who falls sick on their rostered day off will not receive any further day off in lieu.

5. Annual Leave

- 5.1. Annual leave entitlements will be recorded in hours and fractions thereof.
- 5.2. 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.
- 5.3. 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

6.1. 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 3 - Flex-Time

1. Introduction

- 1.1. Flex-time is designed to allow employees maximum flexibility in determining their own working hours. In operation, the necessary constraints will be that present work outputs and service to the public must not be reduced. It is important for supervisors to recognise that employees should be allowed the greatest possible freedom to select their working hours within these constraints. It is essential for the smooth running of any large organisation that there be co-operation.
- 1.2. Employees must at all times obey directions given by their supervisors regarding hours of attendance. If a supervisor directs any of his employees to commence or cease work at a time at which the individual would prefer to be absent, the supervisor's directions are to be followed.
- 1.3. It is essential therefore, that all employees working flex-time be aware that the first priority is the maintenance of acceptable workflows. Accordingly, there will need to be co-operation between employees, supervisors and management in planning of working time so that during flex periods resources are available to service the needs of the public, other departments and organisations, and to enable the continuance of inter-office communication and services. This has to be carefully balanced against the objective of the system that employees should be afforded maximum flexibility in choosing their working hours consistent with the requirements of the system and the ultimate achievement of the groups and the department's work objectives.
- 1.4. The success or failure of the system and its continuance depends greatly on the attitudes, responses and co-operation of both employees and management. It is to be remembered that flex-time has been designed primarily to enable employees to work more efficiently and to enable them to have greater say in planning their working hours, and not to reduce the number of hours worked, nor result in reduced output, or to extend the hours worked beyond an acceptable level.

2. Definitions

- **Bandwidth:** Refers to that time during which work may be carried out.
- **Nominal Hours:** Nominal hours of duty are those defined in the Award.
- **Standard Day:** A standard working day is 7 hours 15 minutes.
- **Span of Hours:** Span of Hours are 6:00am to 6:00pm
- **Maximum Hours:** The maximum number of hours that can be worked in any one day (exclusive of overtime) is 8¼ hours.
- **Core Time:** These are the times during a standard day when employees must be at work, unless on approved leave.
- **Flex Debit:** A flex debit is an allowable amount below the normal hours that one is required to work, e.g. an officer who has worked only 6 hours on the one day has a flex debit of 1 hour and 15 minutes for that day. Flex debits may be shown as "DR" or "(-)".
- **Flex Credit:** A flex credit is an allowable amount above the normal hours that one is required to work, e.g. an officer who has worked 8 hours on the one day has a flex credit of 45 minutes for that day. Flex credit may be shown as "CR" or "(+)".
- **Settlement Period:** This is a period of ten working days (two weeks) during which employees are required to work a nominal total of 72 hours 30 minutes. Settlement periods will correspond to pay periods.
- **Core Time Leave:** This refers to an approved absence during core time using the flex-time provisions.
- **Carry Over:** This is the amount of flex credit or flex debit that may be carried over into the next settlement period. The maximum carry over is 21 hours 45 minutes of credit or debit.

3. Provisions of Flex-time

3.1. Span of Hours

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

3.2. Daily Working Pattern

6:00am	to	9:00am	Flex Period
9:00am	to	11:30am	Core Time
* 11:30am	to	2:00pm	Flex Period
2:00pm	to	3:30pm	Core Time
3:30pm	to	6:00pm	Flex Period

* During the flex period 11.30am to 2.00pm, a minimum half an hour lunch break must be taken.

- 3.3. *Core Time*
During the Core Time 9.00am to 11.30am and 2.00pm to 3.30pm, employees must be at work unless on approved leave (see later section on leave).
- 3.4. *Flex Period*
Subject to the requirements of the duties of your position and reasonable direction of your supervisor, employees are free to elect their hours of duty and times of attendance during the flex periods 6:00am to 9:30am, 12 noon to 2:00pm, and 3:30pm to 6:00pm.
- 3.5. *Notification of Absence*
Under flex-time the normal requirements apply for notification of absences where prior approval for leave has not been given. Employees who for any reason will not be attending for duty when expected and who have not received prior approval, are required to notify their supervisor as soon as possible.
- 3.6. *Lunch Break*
There is no fixed lunch break. Employees may take a lunch break between 11:30am and 2.00pm, the only requirement being that a minimum of half an hour has to be taken, and a lunch break must be taken after an employee has worked continuously for 5 hours, that is, an employee who commences duty at 8.00am must begin a lunch break not later than 1.00pm.
- 3.7. *Rest Pauses*
In accordance with the Award, rest pauses of 10 minutes duration can be taken during the morning and afternoon Core Times. There is no requirement to sign off during these periods.
- 4. Settlement Period**
For flex-time the settlement period is a fortnight corresponding to the pay period. The nominal requirement is for employees to work 72 hours 30 minutes during the settlement period, except that employees will be able to 'carry over' credits or debits into the next settlement period.
- 5. Flex Debit and Flex Credit Build Up**
- 5.1. Employees are able to build up flex credits and incur flex debits, that is, they are not required to work 7 hours 15 minutes each and every day.
- 5.2. The following conditions will apply to the accrual of flex credits and flex debits:
- Flex Credit the maximum flex credit that can be accrued in any one day is one hour, and the maximum credit that can held at any time during the settlement period is three nominal working days (21 hours 45 minutes).
 - Flex Debit the maximum flex debit at any time during the settlement period is three nominal working days (21 hours 45 minutes).
- 6. Core Time Leave**
- 6.1. Employees are required to be present during core time, that is between 9:00am to 11:30am, and 2.00pm to 3:30pm unless on approved leave. However, in order to give more flexibility to the scheme, you are allowed to have a maximum of two periods of core time leave in any settlement period. For example, two (2) mornings, two (2) afternoons, one (1) morning and one (1) afternoon (separately or as a full day).
- 6.2. Core time leave can only be taken subject to the following conditions:-
- Generally flex credits must be established prior to being used for core time leave.
 - Prior approval from your supervisor must be obtained (verbal approval only is required).
- 6.3. Supervisors will not unreasonably refuse applications for core time leave where the applicant has sufficient credits.
- 6.4. Employees must be able to use some of their flex credits within a settlement period if they wish; the taking of accumulated time shall be by mutual agreement, and if this is not able to be reached it will be paid out in overtime rates.
- 7. Leave and Public Holidays**
- 7.1. In addition to core time leave under flex-time provisions, the Award provides for other types of leave. The following general conditions will apply with respect to all recreation, sick leave, and public holidays.
- 7.2. For the purposes of leave debits the nominal hours will be 8.45am to 5.00pm, with a 1.00pm to 2.00pm lunch period (unless other standard hours have been established in a work area). The standard day is 7 hours 15 minutes.

7.3. *Sick Leave*
Sick leave can only be taken during the specified nominal hours of duty on normal working days Mondays to Fridays.

The rate of accrual of sick leave for all employees, is equal to one tenth of the ordinary hours normally worked in a fortnight by the employee, (ie. $72.50/10 = 7.25$ or $76/10 = 7.6$). Those employees on Flex-time have their sick leave deducted using the formula shown above.

7.4. *Miscellaneous Leave (short periods)*

Under flex-time procedures, special leave for short periods of absence taken by employees to attend to private business, or to attend to doctor's or dentist's appointments of short duration outside of core time, is not required, as these absences can be accommodated during the flex periods. Where rosters are in place it is expected that employees will advise their supervisor of such short absences so that relief arrangements can be put in place. Absence during core time must be covered by an appropriate approval for core time leave, or an application for the appropriate type of leave.

8. Overtime

8.1. Overtime is payable, with prior approval from the relevant supervisor or manager, in accordance with the Award, and generally as described below:

- a. For all work outside the Span of Hours;
- b. For work performed in excess of $7\frac{1}{4}$ hours unless the employee elects to accumulate flex-time or TOIL credits for the first hour, and in all cases for work performed in excess of $8\frac{1}{4}$ hours in any one day;
- c. For work performed outside nominal hours when a flex credit of $21\frac{3}{4}$ hours is exceeded; and
- d. For work performed after five hours have elapsed from commencement of work until such time as a lunch break may be taken in which case, the provisions of Clause 13.3.3 of the Award shall apply.

8.2. An employee may refuse to work more than $7\frac{1}{4}$ hours on any day unless overtime rates are paid for the time worked in excess of $7\frac{1}{4}$ hours, subject to the following constraints:

- a. The obligation of an officer to work during core time is not diminished;
- b. Overtime shall not be performed without the express approval of an authorised officer.

9. Nominal Hours

The Council retains the right to insist that the employee work during nominal hours. Employees retain the right to insist that they work during nominal hours.

10. Rosters

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

Appendix 4 - Study Leave 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>
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>

Appendix 5 - Six Months Maintenance of Permanent Work Location Transfer Travel Arrangement
(as per clause 26.3 of the SCC Salaried Officers' Certified Agreement 2009)

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 Australian Taxation Office 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.

Appendix 6 - Local Area Work Agreements [LAWA]

Nil