

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Southern Downs Regional Council former Federal Award Employees Enterprise Bargaining Certified Agreement 2011-2014

*Matter No. CA/2011/48*

Commissioner Thompson

26 September 2011

CERTIFICATE

This matter coming on for hearing before the Commission on 26 September 2011 the Commission certifies the following written agreement:

Southern Downs Regional Council former Federal Award Employees Enterprise Bargaining Certified Agreement 2011-2014 – CA/2011/48 [as amended].

Made between:

Southern Downs Regional Council (ABN 59 786 792 651)

AND

Queensland Services, Industrial Union of Employees.

The agreement was certified by the Commission on 26 September 2011 and shall operate from 26 September 2011 until its nominal expiry on 30 June 2014.

This agreement replaces CA/2009/2 - Southern Downs Regional Council former Federal Award Employees Enterprise Bargaining Agreement 2008 - 2011 Certified Agreement.

By the Commission.

Commissioner Thompson

## QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

## Southern Downs Regional Council

ABN 59 786 792 651

AND

## The Queensland Services Union, Industrial Union of Employees (QSU)

ABN 86 351 665 653

## ARRANGEMENT - QSU

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**PART 1 - PRELIMINARY****1.1 Title**

This Agreement shall be known as Southern Downs Regional Council former Federal Award employees Enterprise Bargaining Certified Agreement 2011 - 2014.

**1.2 Purpose of the Agreement**

- (a) The parties to this Agreement recognise the importance of a viable, efficient and rewarding local government service to the economic development and social well being of the Shire.
- (b) This Agreement seeks to achieve benefits as a result of consultation with employees.
- (c) This Agreement provides for:-
  - (i) a framework for management and the employees to work together towards improving productivity;
  - (ii) benefits to local government, employees and the community through best practice;
  - (iii) consultative structures which will ensure that change initiatives are pursued in a co-operative and collaborative manner.

**1.3 Objectives of Agreement**

- (a) Productivity and Efficiency - to stimulate and provide ongoing productivity improvement in the Council, throughout its Departments/Divisions and work units.
- (b) Service - to improve the quality of customer service through both products and services. To become increasingly customer focused and committed to continuous improvement.
- (c) Equal Opportunity - to ensure the Council provides equality of opportunity in all areas of the workforce including issues relating to family responsibilities.
- (d) Employee Relations - to engender confidence in the Council as a fair and equitable employer and provide a stimulating, satisfying and participative work environment for all staff.
- (e) Improved Work Organisation - To achieve flexible working arrangements, work practices and management systems.

- (f) Performance Measurement - Opportunity for increased wages and improved conditions for employees resulting from measured performance improvement for the Council and improved quality of services to the Public.

#### **1.4 Agreement Coverage**

- (a) The parties to this Agreement are the Southern Downs Regional Council and its employees covered by the Queensland Local Government Officers' Award 1998 [An Award under the Industrial Relations Act Queensland], and the Queensland Services, Industrial Union of Employees.
- (b) This Agreement will not apply to any employee appointed to the position of Chief Executive Officer or Executive Officer pursuant to a written common law contract of employment.

#### **1.5 Date of Operation**

This Agreement shall operate from the date of certification with an expiry date of 30 June 2014. Application will apply from the date of signing of the Agreement.

#### **1.6 Membership of the Joint Consultative Committee (JCC)**

- (a) A Single Bargaining Unit (SBU) comprising of the delegates and officials of the Unions representing employees of Council and including unions which are parties to this agreement is recognised by the Council.
- (b) The SBU representatives and Council management representatives will form the membership of the JCC which has negotiated this agreement and will monitor and implement this agreement.

#### **1.7 Consultation and Communication Obligations with the Joint Consultative Committee (JCC)**

- (a) To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the JCC will be responsible for ensuring effective communication between management and employees.
- (b) The parties are committed to a consultative process which aims to effect a change in the Council's culture through co-operation.
- (c) It is agreed that the JCC will be the committee through which genuine consultation and discussion regarding any workplace reform or changes will occur between council, employees and the relevant unions. The JCC will meet every six (6) months as a minimum.

#### **1.8 Review of Certified Agreement**

- (a) The first review of the Agreement will be undertaken within 6 months of the commencement of the agreement and 12 monthly thereafter.
- (b) The parties undertake to commence discussions on a replacement certified agreement, 6 months prior to the expiry of this Agreement.

#### **1.9 Posting of Agreement**

- (a) A true copy of this Agreement shall be displayed in the workplace with convenient access to employees. A copy of this Agreement shall be provided to new employees on commencement.
- (b) The Council shall display a copy of Local Government Workforce Transition Code of Practice in such a position as to be easily read by the employees.

#### **1.10 Relationship to Parent Awards**

- (a) The terms and conditions of the following award shall apply unless excluded or modified as an expressed term of this Agreement:

Queensland Local Government Officers Award 1998 [An Award under the Industrial Relations Act Queensland],

- (b) Where there is any inconsistency between this Agreement and the award listed, this Agreement shall take precedence to the extent of the inconsistency.

## PART 2 - TERMS AND CONDITIONS OF EMPLOYMENT

### 2.1 Grievance Procedures

- (a) Effective communication between employees and council management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain sound working relationships.
- (b) Any employee or employees with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with the immediate supervisor who will endeavour to resolve the matter as soon as possible.
- (c) 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 may elect to be represented by an authorised officer of the relevant unions.
- (d) Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer and an authorised officer of the relevant unions or a person nominated by the employee who will attempt to facilitate a resolution.
- (e) If after the above steps the matter remains unresolved, the dispute shall be referred to the Queensland Industrial Relations Commission for conciliation and if the matter remain unresolved arbitration.
- (f) While the above procedure is being followed, the status quo shall prevail and every endeavour shall be applied to ensure that work continues normally until settlement is reached.
- (g) All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.
- (h) The above procedures do not restrict the Council or an authorised officer of the relevant unions from making representations to each other at any stage in this procedure.

### 2.2 Redundancy

#### (a) Objectives

The chief objectives of this clause are:

- (i) to maintain, where possible, employees whose positions have become redundant in continued employment within the Council;
- (ii) to retrain such employees where necessary;
- (iii) to pay monetary compensation to such employees who are unable to be redeployed and whose employment is to be terminated;
- (iv) to assist employees to find employment outside the service of the Council.

#### (b) Definitions

- (i) "Redundancy" means the situation in which the Council's need for work or a particular kind at a location has diminished or ceased, and, as a consequence, Council no longer requires the position to be done by anyone, and "redundant" has a corresponding meaning. However, "redundancy" does not include, and this clause does not apply in, the following circumstances:
  - (a) where an employee terminates employment before the expiration of the notice period without prior approval of the Council, which approval shall not be unreasonably withheld; or
  - (b) where an employee suffers a permanent injury or illness which renders that employee otherwise incapable of continuing in employment; or
  - (c) where an employee's services are terminated by reason of neglect of duty or misconduct; or
  - (d) where an employee has been engaged in a casual capacity or on a short term basis, or
  - (e) where an employee has not been engaged for a continuous period of at least twelve (12) months.

- (ii) “Redeployment” means the transfer of an employee from their existing position to a suitable alternative position within Council, where the employee’s existing position is redundant.
- (iii) “Retraining” includes an analysis of an employee’s current skills, knowledge and abilities for the purpose of developing an individual training plan to facilitate the employee’s redeployment.
- (iv) “Retrenchment” means the termination of employment of an employee whose position has become redundant.
- (v) “Notice of redundancy” means the formal advice to an employee that the employee’s position is or will be redundant.
- (vi) “Redundancy notice period” means the period of 28 days referred within this clause.
- (vii) “Redeployment/retrenchment notice period” means the period of notice to an employee that the employee’s employment is to be terminated as a result of the employee’s position being made redundant should redeployment not be achieved. In such circumstances, employees shall receive at least eight (8) weeks notice of the retrenchment taking effect.
- (viii) “Ordinary Rate of Pay” for redundancy payments shall mean the current rate including all wage increases plus District and/or Locality Allowance (if it applies) (excluding shift loadings, weekend penalty payments, and overtime).
- (ix) “Actual Rate of Pay” is the ordinary rate of pay as at the date of redeployment.

### **2.3 Notice of Redundancy**

- (a) This sub-clause applies if a Redundancy Decision has been made.
- (b) Each employee whose position is or is to be redundant and the relevant union shall receive 28 days’ notice of the redundancy taking effect.

### **2.4 Redeployment**

- (a) This sub-clause applies if there has been a Redundancy Decision.
- (b) An employee whose position has been made redundant may agree to accept redeployment to suitable alternative employment.
- (c) Within the redeployment/retrenchment notice period, Council shall endeavour to find suitable alternative employment within Council for each employee whose position has become, or will become, redundant as a result of the Redundancy Decision. Each such employee shall be individually interviewed to determine what options may exist for their retraining for Council.
- (d) Where an employee agrees to accept suitable alternative employment at a classification with a lower rate of pay, that employee shall continue to receive, as a minimum for all work performed, the actual rate of pay for the classification held at the time of transfer for a period of one (1) years or until the rate for the lower classification exceeds that actual rate, whichever is the earlier.

### **2.5 Involuntary Retrenchment**

- (a) This sub-clause applies if there has been a Redundancy Decision and the provisions within this clause are exhausted without redeployment occurring.
- (b) An employee whose position has become redundant shall be subject to involuntary retrenchment effective on the last day of the redeployment/retrenchment notice period.
- (c) Persons who are involuntarily retrenched will receive:
  - (i) the redundancy benefits provided for within this clause; and
  - (ii) all usual termination of employment entitlements.

## 2.6 Voluntary Retrenchment

- (a) The Chief Executive Officer may, at his/her discretion, invite applications from employees for voluntary retrenchment during the redeployment/retrenchment notice period.
- (b) Persons whose applications for voluntary retrenchment are accepted by the Chief Executive Officer will receive:
  - (i) the redundancy benefits provided for within this clause;
  - (ii) all usual termination of employment entitlements; and
  - (iii) an Early Separation Incentive Payment (ESIP) in accordance with this clause.

## 2.7 Redundancy Benefits

For the purposes of this clause, the redundancy benefits are:

- (a) a severance payment consisting two (2) weeks' payment per year of service with no proportionate payment, to a maximum payment of fifty-two (52) weeks, as well as a proportionate amount for an incomplete year of service, provided that the employee must receive as a minimum, an amount equal to the employee's salary for four (4) weeks.

## 2.8 Early Separation Incentive Payment

- (a) The early separation incentive payment (ESIP) is designed to enable employees to elect to leave the service of Council, before the expiry of the redeployment/retrenchment notice period.
- (b) Employees who express an interest in participating in the ESIP scheme will be required to submit an application within fourteen (14) calendar days of Council giving notice of the Redundancy Decision as required by this clause.
- (c) Applications may be rejected by the Council if acceptance would be detrimental to Council's operations.
- (d) The ESIP is the amount the employee would have received had the employee worked the balance of the redeployment/retrenchment notice period, in lieu of notice. This incentive payment will be calculated at the ordinary rate of pay.

## 2.9 Assistance to Employees whose Positions are Redundant

- (a) During the redeployment/retrenchment notice period, providing each case has the prior approval of the employee's supervisor, leave with pay shall be granted for the purpose of attending personal employment interviews.
- (b) Each employee whose position has been made redundant will be given a statement showing the calculation of an estimate the payments to be made to the employee should retrenchment occur, at least 14 days before the date on which retrenchment is to take effect.
- (c) Council will meet financial planning costs of up to \$500 for any employee subject to retrenchment.

## 2.10 Positive Employment Relations

### (a) New Employees

- (i) New employees will be advised the names of all workplace delegates during their induction.
- (ii) Workplace delegates are responsible for introducing themselves to new employees.

### (b) Workplace Delegates

- (i) The Council recognises the role that relevant unions workplace delegate's play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including awards and agreements) and dispute resolution. On being notified in writing by the relevant union that an employee has been appointed as a workplace delegate the Council will recognise the employee as the relevant union's workplace delegate and allow them the following:

- (a) reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the union members in the workplace;
- (b) reasonable private access to union members to discuss union business and to non-union members for recruitment purposes;
- (c) reasonable access to representatives of the Council for the purpose of resolving issues of concern to union members.

(c) Facilities and Conditions

The following facilities and conditions will be made available to the relevant union's workplace delegates and members of the Local Government Employment Group or any other employee involved in any consultative forum:

- (i) wherever possible meetings should occur in normal working time. When a meeting occurs outside normal working time the appropriate rate of pay will be paid. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings;
- (ii) reasonable access to normal Council facilities such as typing, word processing, photocopying, postal system and telephone, storage facilities, email, notice boards and meeting rooms;
- (iii) access to a room with normal office facilities will be provided to discuss employment matters;
- (iv) no employee will be disadvantaged as a result of activities conducted in accordance with this Clause.

(d) Workplace Delegates Leave

A relevant unions workplace delegate, or an employee nominated by the relevant union, shall be entitled to paid leave of absence of up to five (5) days per person per annum to attend any of the following:

- (i) Trade union training or specific relevant union's training courses approved by the relevant union's; and
- (ii) Relevant union annual or biennial conference; and
- (iii) Relevant union's executive meetings; and
- (iv) Biennial congress of the ACTU; and
- (v) To undertake a secondment to the relevant union.

## 2.11 Right of Entry

- (a) An authorised officer of the relevant unions will have rights of access, and entry to the premises of the Council with twenty-four hours notice to the relevant manager/director, for the following purposes:
  - (i) Meeting with workplace delegates; and
  - (ii) Meetings with members of staff; and
  - (iii) Meetings with relevant management team members on matters associated with agreement or current industrial workplace issues; and
  - (iv) To conduct union business matters or matters incidental to union business.

## 2.12 Meetings

Employees will be entitled to reasonable time off with pay within working hours to attend meetings designed to improve employment relations with the employer, including union meetings.

## 2.13 Meeting Notices and Newsletters

The Council will provide an accessible space within each work location for the posting of any relevant award and the agreement, and notices pertaining to employment relations within the workplace produced by the relevant unions. The relevant union's workplace delegate will be provided with access to this space.



## 2.14 Transfers

- (a) Transfers can only occur when an employee can reasonably travel to and from home on a daily basis to a new work location and this does not cause undue hardship to the employee.
- (b) The terms transfer will have the same meaning as defined in the Local Government Workforce Transition Code of Practice.

## 2.15 Transfer Expenses

- (a) When an employee transfers during the duration of this agreement the Council agrees to pay travelling allowance in accordance with the Local Government Workforce Transition Code of Practice.
- (b) The terms transfers and travelling expenses and travel allowance will have the same meaning as defined in the Local Government Workforce Transition Code of Practice.

## 2.16 No Forced Relocation

- (a) Council agrees not to force any employee to relocate for the duration of this agreement.
- (b) Relocate will have the same meaning as defined in the Local Government Workforce Transition Code of Practice.

## 2.17 Relocation Expenses

- (a) When an employee relocates during the duration of this agreement the Council agrees pay relocation expenses in accordance with the Minister for State Development, Employment and Industrial Relations Directive No 12/06, as amended.
- (b) The term relocate will have the same meaning as defined in the Local Government Workforce Transition Code of Practice.

## PART 3 - WAGES AND ALLOWANCES

### 3.1 Wage Increase

- (a) All employees covered by this Agreement will receive the following wage increases;
  - (i) Year 1 \$40 per week or 4% of wage/salary per annum, whichever is the greater of the two. In 2011 the effective date for the wage/salary increase is 28 June 2011. **(Note - this effective date only applies if employees vote in support of the Agreement by the end of July 2011.**
  - (ii) Year 2 \$40 per week or 4% of wage/salary per annum, whichever is the greater of the two, effective as of 26 June 2012.
  - (iii) Year 3 \$40 per week or 4% of wage/salary per annum, whichever is the greater of the two, effective as of 25 June 2013.

### 3.2 Allowances

#### (a) On Call Allowance

The On Call Allowance will be paid at the highest rate of either the Local Government Employees' (Excluding Brisbane City Council) Award State 2003 or the Queensland Local Government Officers' Award 1998 State.

#### (b) Meal Allowance

The Meal Allowance will be paid at the highest rate of either the Local Government Employees' (Excluding Brisbane City Council) Award State 2003 or the Queensland Local Government Officers' Award 1998 State.

#### (c) Boot Allowance

Permanent employees required to wear steel capped boots for work will be reimbursed by Council \$130 per annum on receipt of the appropriate tax invoice.

### **3.3 Casual Loading**

The Casual Loading will be paid at the highest rate of either the Local Government Employees' (Excluding Brisbane City Council) Award State 2003 or the Queensland Local Government Officers' Award 1998 State.

### **3.4 Income Maintenance with EBA Wage Increases**

- (a) When an employee accepts redeployment to a position that is a lower classification level than their previous classification level as a result of the 2008 Council amalgamations, the Council agrees to maintain an employee's income/salary/wage until either:
  - (i) the employee is no longer employed by the Council; or
  - (ii) 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.
- (b) Council agrees to apply all wage increases provided for in this Agreement to the employee's maintained income/salary/wage.

### **3.5 Superannuation Fund**

- (a) For the purposes of this agreement the parties have agreed that pursuant to the Federal Government choice of fund legislation the preferred fund shall be the Local Government Superannuation Fund.
- (b) The employer on behalf of the employees shall pay into the preferred fund superannuation payments at least at the minimum prescribed by the Local Government Superannuation Act of 1985.
- (c) This agreement binds the employer to pay such superannuation payments only into the preferred fund on behalf of all employees both current and future for the life of the agreement.
- (d) This agreement further binds all employees both current and future to have superannuation payments paid into the preferred fund on their behalf for the life of the agreement.
- (e) Ordinary Time Earnings are the salary or wages paid for ordinary hours of work, including annual leave, long service leave, personal leave, and night and weekend shifts.
- (f) Allowances that are paid to employees and are not expended in the course of the employee's work such as construction, leading hand, live sewer, locality, dirt and on-call are included in the calculation of ordinary time earnings.
- (g) Workers compensation payments where no work is performed is included in the calculation.
- (h) Overtime and annual leave loading is not included in the calculation.

### **3.6 Salary Sacrifice**

Salary sacrifice options are available to all staff. Council have engaged an external company to provide this service to interested employees. Administrative costs associated with salary sacrifice are the responsibility of the employee. Independent financial advice is required where more than 10% of salary is sacrificed.

### **3.7 Workcover Top up Payment**

- (a) During the life of this agreement personal leave entitlements may be utilised to "top up" Workcover payments to 100% of the pre-injury enterprise agreement salary.
- (b) Conditions applying to access "top up" are as follows:
  - (i) top up workers compensation payments may only be topped up via an employees existing accrued sick leave balance;
  - (ii) top up provision can only apply from the end of the first 26 weeks of the incapacity;
  - (iii) employees must make a written application to council before any "top up" arrangement is implemented.

### **3.8 Classification Review**

Council will undertake a formal classification review of all level 1 positions on an annual basis following the annual performance review period. The review will consider the;

- i.Characteristics of the position
- ii.Requirements of the position
- iii.Responsibilities of the position
- iv.Organisational relationship
- v.Extent of the authority

## **PART 4 - HOURS OF WORK**

### **4.1 Spread of Hours**

- (a) By standing arrangement the ordinary hours of duty shall be spread from Monday to Saturday, 6:00 a.m. to 6:00 p.m. all inclusive.
- (b) With the agreement of the majority of effected employees and approval of the employer, employees can commence their ordinary hours of duty at 5:00am.
- (c) Employees are only required to work any five (5) out of six (6) days and shall be paid at ordinary time. The above arrangement shall be implemented by a process of consultation and negotiation with employees and unions and be rostered so as to ensure that employees are consulted prior to implementation. Requirement to work the "Saturday", as part of the ordinary working week, shall receive a loading of time and one half. "Sundays" shall be entirely voluntary and any work performed shall be paid at appropriate award overtime rates.

### **4.2 Flexible Work Practices**

- (a) The parties agree to investigate flexible working arrangements and continue existing arrangements, provided the increased flexibility contributes to greater productivity.
- (b) The parties agreed that adequate consultation and communication provides a major contribution to efficient, flexible and productive employee and management practices. It is agreed that the need for proper consultation and communication extends to ensuring continued effective communication between all levels catering for an information flow between management and employees.
- (c) Further implementation of such conditions will be subject to operational requirements, employee support and cost to the Council. By agreement between Council and employees in a section or sections of work, and at their request a nominated representative, and the relevant Union, local flexibility can be reached involving the following provisions:-
  - (i) Span of hours;
  - (ii) Rostering and Work Cycles;
  - (iii) Roster breaks;
  - (iv) Timing of rest pauses, meal breaks and annual leave;
  - (v) Conversion from full time employment to part time or temporary employment
  - (vi) Other matters by mutual consent.

### **4.3 Nine Day Fortnight**

The nine day fortnight is an essential part of the Southern Downs Regional Council work ethic. The following provisions for the working of RDO's shall apply:

- (a) Where employees are requested to work their RDO, and it is mutually agreed, then no prior notice is required.
- (b) Where an employee is directed to work on a RDO then two (2) days notice shall be provided by the employer providing always that the two days notice shall not constitute the sixth or seventh day of the working week. No employee may be directed to work in excess of two (2) consecutive RDO's.
- (c) An employee who works on a RDO, may by mutual agreement, bank the day in accordance with the provisions of this Agreement, or be paid the ordinary hours worked at ordinary time rates.
- (d) No employee shall accrue more than a total of five (5) days in RDO's and/or time in lieu and any RDO's worked after five (5) days have been accrued shall be paid at ordinary time.

- (e) Any employee with accruals of RDO's at the commencement of this agreement shall reduce the excess amount within the first nine months. If at the conclusion of this period the employee still retains an excess for which the employer has not been able to release the employee, then such excess RDO's shall be paid out at appropriate penalties applicable to sixth day overtime rates.

#### **4.4 TOIL Arrangements**

An employee may, with the approval of their supervisor, elect to take time off in lieu of overtime subject to the following conditions:

- (a) the option of taking time off in lieu of overtime shall apply to hours worked within the agreed span of hours, Monday to Sunday inclusive provided that the existing arrangements for Library staff to take TOIL, for work on Saturday mornings, will not be affected.
- (b) the maximum number of days an employee can accrue under this arrangement shall not exceed 5 days in any 6 month period;
- (c) time off in lieu of overtime will accrue on the basis that the time accrued will be equivalent to the time actually worked;
- (d) accrued time shall be taken off at a mutually agreed time between the employee and their supervisor;
- (e) accrued time not taken within 12 months of its accrual must be immediately taken by the employee or paid out to the employee at appropriate award rates.

### **PART 5 - LEAVE**

#### **5.1 Annual Leave Arrangements**

- (a) Annual leave will be taken on a roster system throughout the year, following consultation between the employee and their supervisor having regard to planned work activities and to provide continuity in Council work operations and services. Rostering of annual leave will be structured so that all employees shall endeavour to take their full entitlement of annual leave on a yearly basis, and except in extenuating circumstances, which will require agreement with their supervisor, annual leave shall not be taken for periods of less than one week.
- (b) Payment of annual leave in advance will only occur when four (4) weeks or more annual leave is taken.

#### **5.2 Special Family Leave**

All provisions of the Award relating to Personal Leave will apply, in addition to the following clause.

The parties agree to five (5) days / one (1) week paid leave per year, taken from accumulated sick leave entitlements, for the purposes of special family leave, to be available on the following basis:

- (a) An employee with responsibilities in relation to their dependent child or children, or to immediate members of their family or household who need their care and support shall be entitled to special family leave.
- (b) The basis for the payment of special family leave will be in relation to issues dealing with the family and where there are:
  - (i) cultural matters
  - (ii) educational matters
  - (iii) legal issues
  - (iv) medical concerns
  - (v) religious matters
- (c) If the Council requests proof of the employee's responsibility for the family member, the employee should provide written evidence in the form of a birth certificate, letter from an adoption agency, statutory declaration or other letter of authority.
- (d) The period of paid leave as specified above shall not be increased where an employee has responsibility for more than one member of their family who needs care and support.
- (e) Such paid leave as specified above shall not be cumulative from year to year.

- (f) Where possible, the employee shall give the Council prior to the absence notice of the intention to take such leave, the name of the member of the family and their relationship to the employee, the reasons for taking such leave, and the estimated length of absence. If it is not possible for the employee to give notice in advance of being absent, the employee shall notify the Council by telephone of such absence at first opportunity on the day of the absence.

### 5.3 Bereavement Leave

- (a) Employees may be granted up to three (3) days bereavement leave, on full pay on each occasion, where the deceased person was related to the employee in any of the circumstances listed below.
- (b) Where the Leave is granted to those persons listed over and above those mentioned in the relevant Local Government Awards such leave shall be deducted from sick leave credits.

wife	de facto wife	husband	de facto husband
father	mother	father-in-law	mother-in-law
brother	sister	half-brother	half-sister
step-brother	step-sister	brother-in-law	sister-in-law
daughters	sons	son-in-law	daughter-in-law
grandfather	grandmother	grandchildren	step-mother
step-father	step-daughter	step-son	

- (c) Employees who attend the funeral of an existing employee are entitled to use their sick leave credits to attend the funeral.

### 5.4 Paid Maternity Leave

- (a) Subject to the provisions of clause 2.1 of the Queensland Family Leave Award relating to Maternity Leave, it is agreed that in addition to the Award provisions Council will provide paid Maternity Leave to employees on the following basis:
- (i) two (2) weeks paid leave after completing a minimum of two (2) years continuous service with Council;
- (ii) four (4) weeks paid leave after completing a minimum of four (4) years continuous service with Council.
- (b) The abovementioned entitlements may be taken at double the length of time at half pay.
- (c) The total period of Maternity Leave available to an employee on any one occasion shall be 52 weeks, which is inclusive of the above periods of paid leave.

### 5.5 Paternity Leave

Employees are entitled to take up to ten (10) days/ two (2) weeks paternity leave to be taken from their personal leave entitlements.

### 5.6 Long Service Leave

- (a) The provisions in relation to long service leave contained in the Queensland Local Government Officers' Award, 1998 apply, additionally;
- (b) Ordinary Time Earnings are the salary or wages paid for ordinary hours of work, including annual leave, long service leave, personal leave, and night and weekend shifts.
- (c) Allowances that are paid to employees and are not expended in the course of the employee's work such as construction, leading hand, live sewer, locality, dirt and on-call are included in the calculation of ordinary time earnings.
- (d) Overtime, workers compensation payments where no work is performed and annual leave loading is not included in the calculation.
- (e) The parties agree that employees may apply for, on a voluntary basis, and Council may consider, applications for Long Service Leave to be taken at half pay.
- (f) Having regard to Council's operational and resourcing requirements, where approval is granted for Long

Service leave to be taken at half pay it must also be taken at twice the period the employee would normally be required to take Long Service Leave on full pay. The wage rate applicable in these circumstances is therefore effectively apportioned over the total period of Long Service Leave taken, at the rate of half pay.

- (g) Payment of long service leave in advance will only occur when four (4) weeks or more long service leave is taken.
- (h) Employees who have completed seven (7) years continuous service with Council are entitled to access their Long Service Leave, and will be entitled to take up to 9.1 weeks Long Service Leave on full pay.
- (i) Long Service Leave can be taken a week at a time.

## **5.7 Personal Leave**

- (a) All the terms, of Clause 24 of the Queensland Local Government Officers' Award 1998 relating to personal leave will apply say for the following
- (b) All employees shall be entitled to fifteen (15) days / three 3 weeks personal leave per annum.
- (c) There shall be no limit on the maximum amount of personal leave that an employee may accrue.

## **5.8 Natural Disaster Leave**

The parties agree to the development and introduction of Natural Disaster Leave provisions by December 2011.

## **5.9 Accrued Entitlements to be Paid at Pre Income Maintenance Rate of Pay**

When an employee accepts redeployment to a position that is a lower classification level than their previous classification level, Council agrees to pay the employee's accrued entitlements at the maintained income/salary/wage.

## **PART 6 - MISCELLANEOUS PROVISIONS**

### **6.1 Training**

- (a) The parties acknowledge the past commitment displayed by Council to the provision of training to improve the knowledge and skills of its workforce and recognise that in order to continually improve the efficiency and productivity of the Council an ongoing commitment to structured training and skill development is required. Accordingly Council will continue to commit itself to:
  - (i) developing a more highly skilled and flexible workforce;
  - (ii) providing employees with career opportunities through appropriate training; and
  - (iii) such training shall be structured and wherever possible nationally accredited.
- (b) Council will undertake its training and development program in accordance with identified priorities and in consultation with its employees within the annual allocation set in Council's budget.
- (c) Where possible, training and skill development will be carried out in normal working hours. Any training outside normal working hours shall have regard to workers' family responsibilities.
- (d) The parties agree that ordinary time will be paid to those employees unless otherwise specified who agree to attend a Council approved course of training, retraining or seminars held outside of normal hours of work. This will include Saturdays, Sundays and RDO's.
- (e) Accommodation will be provided where employees are required to travel distances beyond a reasonable days travel.

### **6.2 Multiskilling**

- (a) All employees of Council are committed to maximising productivity and efficiency for the work they do for the community. To achieve this outcome, they are prepared to continue with their multi-skilling of tasks.
- (b) Multi-skilling means that employees shall undertake all tasks which they are trained for and legally qualified and is to be used to maximise the performance of the task.

- (c) Where practical, the multi-skilling shall be performed in a team environment and not used to promote de-skilling.
- (d) Where multi-skilling occurs at a lower Award level, their classification shall be maintained and where tasks of a higher level are performed, that Award level shall be paid in accordance with the provisions for higher duties allowance contained in the various state and federal awards.
- (e) Council shall recognise demonstrated capacity to work in a multi-skilling environment. This shall lead to accelerated progress between classification levels found in the Local Government Officers Award and the relevant wage structures found in the State Awards.

### **6.3 Competency Based Classification Structure**

During the life of the Agreement the Council is not opposed to discussions with the parties with regards to the introduction of a Competency Based Classification Structure.

### **6.4 Employment Security**

- (a) Council will maintain a permanent workforce during the term of this Agreement. Council will not use any shared resource joint enterprises, shared services companies or regional collaboration (however named) unless they are wholly owned and operated by one or more Queensland local governments. Southern Downs Regional Council employees providing a shared service (s) will be employed in accordance with the terms of this Enterprise Agreement.
- (b) There will be no net loss of jobs during the term of this agreement or as a result of the local government reform. Service delivery levels provided by Council will be maintained and/or improved during the term of this Enterprise Agreement. Savings through economies of scale or otherwise will be returned to the community through additional services.
- (c) Council acknowledges that, in general, services are provided as a community service obligation and not on a commercial or for profit basis to the disadvantage of local communities or Council employees.
- (d) If a service is already outsourced by contract at the time of signing of this Agreement, then that service will not be affected by this clause for the life of that contract.

### **6.5 Introduction of Change**

#### **(a) Application of clause**

This clause applies if, in relation to a major change any of the following circumstances occurs or exists:

- (i) council, by resolution, makes a decision to introduce and/or implement major change;
- (ii) council, by resolution, determines to investigate, propose, or otherwise consider introducing and/or implementing major change;
- (iii) the CEO and/or senior staff of Council make or makes a proposal or recommendation to Council that, if accepted, introduced and/or implemented, would result in major change;
- (iv) a consultant, contractor, or other relevant external party makes a proposal or recommendation to Council that, if accepted, introduced and/or implemented, would result in major change;
- (v) senior staff of Council make a proposal or recommendation to the CEO that, if and however accepted, introduced, and/or implemented, would result in major change;
- (vi) a consultant, contractor, or other relevant external party makes a proposal or recommendation to the CEO that, if and however accepted, introduced and/or implemented, would result in major change;
- (vii) a reasonable person in the place of the CEO would consider it more likely than not that Council would decide to introduce and/or implement particular major change.

#### **(b) Clause applies only once in relation to particular major change**

This clause comes into operation only once in relation to a particular major change. To avoid any doubt, if more than one of the foregoing circumstances occurs or exists in relation to a particular major change, then this clause comes into operation in relation to the first of those circumstances in time, and the requirements of

this clause are not required to be repeated.

(c) Definitions

For the purposes of this clause:

- (i) “major change” means a major change or group of related major changes that may have significant effects on an employee’s or employees’ employment, conditions, and or pay, and includes major changes in production, program, organisation, structure or technology;
- (ii) “significant effects” include termination of employment, major changes in the composition, operation or size of the workforce or in the skills required; the elimination or diminution 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/or the restructuring of jobs;
- (iii) “circumstance” means any of the circumstances set out within this clause;
- (iv) “affected employee” means each employee on whose employment, conditions and/or pay the major change may have significant effects.

(d) Council’s duty to notify

As soon as practicable after the circumstance occurs or comes into existence, Council will notify each affected employee, and the relevant union, of the major change.

(e) Council’s duty to discuss change

As soon as practicable after the circumstance occurs or comes into existence Council will discuss the major change with the affected employees and the relevant unions, and the discussions will include, without limitation:

- (i) the introduction of the major change;
- (ii) the effects the major change is likely to have on employees;
- (iii) measures to avert or mitigate any adverse effects of the major change on employees.
- (iv) Council shall give prompt and genuine consideration to matters raised by affected employees and/or the relevant unions in the course of or otherwise in connection with the discussions required by this sub-clause.

(f) Council to provide information to facilitate discussions

For the purposes of the discussion, Council will provide in writing to the affected employees and the relevant union’s all relevant information about the major change, including without limitation:

- (i) the nature of the changes proposed;
- (ii) the anticipated effects of the changes on employees; and
- (iii) any other relevant information,

provided that the council will not be required to disclose confidential information the disclosure of which would be inimical to the council’s interests.

## 6.6 Productivity Measurement

- (a) The parties recognise that improved service to the public and internal clients constitutes a productivity increase with the Southern Downs Regional Council. Where possible, the parties shall aim to improve the quality, efficiency and accessibility of client services.
- (b) The parties agree through consultative processes to explore the development of performance indicators. Performance indicators may include, but not be restricted to measures of:
  - (i) quality
  - (ii) throughput



- (iii) timeliness
- (iv) cost effectiveness
- (v) occupational health and safety
- (vi) environmental effectiveness
- (vii) working arrangements (flexibility of)
- (viii) training (level and appropriateness of)
- (ix) employee participation
- (x) industrial disputation
- (xi) resource management.

(c) The Parties agree that the following principles shall apply in the development of performance indicators:

- (i) Performance indicators shall be developed by Council and agreed between the parties;
- (ii) Performance indicators must take account of quality and service provisions rather than purely cost considerations;
- (iii) Performance indicators should be easily understood by the workforce;
- (iv) Performance indicators must relate to measures directly affected by the management and workforce;
- (v) Performance indicators measure overall Council performance, not individual or team performance. They are not linked to process dealing with performance planning and review/performance appraisal or unsatisfactory work performance;

## **6.7 No Extra Claims**

The parties to this agreement undertake that during the period of operation of the Agreement, there shall be no further claims for wage or salary increases or improvement in employment conditions sought, or granted, except for those provided under the terms of this Agreement

## **6.8 Merit Based Appointments**

Council has the right to advertise permanent positions internally and externally simultaneously, where there is no clear suitable internal candidate. Following the requirements of Section 6.3 Employment Security and Council's preference to enhance the career prospects of its own employees, internal applicants will be given preference over external applicants where all else is equal.

## **6.9 Specific Job Projects/Tasks**

Where Council identifies specific job projects/tasks a localised agreement shall be implemented following consultation and agreement between the parties.

## **6.10 Early Retirement Package**

### **(a) Introduction and Background**

- (i) The parties recognise that sometimes employees choose to retire early, or it may become necessary for an employee to retire early or at a time not of their preference.
- (ii) This package addresses the benefits and assistance extended to Council Employees who are seeking Early Retirement or may be obliged to seek Assisted Retirement. Council particularly seeks to assist in preserving the dignity of staff for which circumstances oblige them to seek Assisted Retirement.
- (iii) Council gives the commitment to take a compassionate view on a case-by-case basis, in order to determine any other assistance Council may be in a position to offer the Employees who access the provisions of this policy.
- (iv) This policy does not address Redundancy or Retrenchment conditions and benefits that come into effect in the event the Council must reduce the number of positions and employees. These conditions and benefits are detailed in clause xx.

### **(b) Definitions**

#### **(i) Retirement**

Leaving Council's employment and/or the workforce permanently.

#### **(ii) Early Retirement**

Early Retirement is retirement by an employee who has not yet reached the age where they qualify for an Australian Government Age Pension.

At present the current Centrelink ruling is as follows:

If you are a man, you qualify for Age Pension at age 65 years or over. If you are a woman, it depends on your date of birth. The minimum age for women to get the Age Pension began to increase from 1 July 1995 and will continue to increase until it reaches 65 by the year 2013, making it the same for everyone. Until then, your qualifying age depends on your date of birth.

Qualifying Ages for Age Pension for Women

Date of Birth	Qualification Age
Before 1 July 1935	60
1 July 1935 to 31 December 1936	60.5
1 January 1937 to 30 June 1938	61
1 July 1938 to 31 December 1939	61.5
1 January 1940 to 30 June 1941	62
1 July 1941 to 31 December 1942	62.5
1 January 1943 to 30 June 1944	63
1 July 1944 to 31 December 1945	63.5
1 January 1946 to 30 June 1947	64
1 July 1947 to 31 December 1948	64.5
1 January 1949 and later	65

Qualifying for the Age Pension can be affected if you are receiving other pensions.

(iii) Assisted Retirement

Assisted Retirement is retirement by an employee whose retirement has been brought on by unforeseen circumstances. Thus requiring the assistance available to the employee under this package.

Assisted Retirements are not voluntary or involuntary redundancies, and are not eligible for Council's Enterprise Bargaining Agreement Redundancy Package benefits.

Such retirements may be early retirement or retirement after the qualifying age for an Age Pension.

(iv) Unforeseen circumstances

Unforeseen circumstances in the terms of this policy are those, which lead to an employee retiring at a time that is not preferred. These include:

- Failure of health or incapacity.
- The need to finish work to provide care for another person.
- Diminished work performance.

(v) Failure of Health or Incapacity

Employees may suffer a failure of health through illness or injury that prevents them from either:

- Attending work, or
- Performing full normal duties

If the failure of health has been caused by a work related illness or injury, normal workers compensation procedures must be followed in accordance with the current Queensland legislation regarding Workers Compensation and Rehabilitation.

This failure of health may be permanent or temporary. If the failure of health is temporary, the

procedures detailed in Council's Rehabilitation Policy must be initiated. Council's preference is to achieve a return to full normal duties for employees with a temporary failure of health.

This definition does not replace the definitions or determinations of "Failure of Health", "Total and Permanent Disablement" or "Total and Permanent Injury" used by other organisations, such as the Local Government Superannuation Scheme, Local Government Workcare and Centrelink.

(vi) Diminished Work Performance

A case of Diminished Work Performance exists when an employee's work performance is consistently below the defined standard. Diminished work performance is not misconduct.

Pursuing Assisted Retirement Benefits for diminished work performance can only occur when:

Both the Employee and the Supervisor agree that leaving Council's employment is appropriate for the Employee, and

There is no suitable alternative position available to which the Employee and the Council agree the Employee can be redeployed to.

The following three factors must be addressed before a Supervisor or Director can recommend to an employee that s/he consider taking Assisted Retirement for Diminished work performance:

Before concluding that a case of diminished work performance exists, a supervisor must evaluate the possibility that the diminished work performance is a result of physical or mental impairment in which case the problem should be managed under Council's Rehabilitation Policy. Guidance and assistance in the evaluation is available from Council's qualified Workplace Rehabilitation Coordinators.

Normal performance management processes have been followed, and the Supervisor has documented evidence of previous discussions about diminished work performance with the Employee, and the Supervisor and Director have concerns about the prospect of a return to competent performance.

Any opportunities for redeployment within Council must be identified and discussed with the Employee in the same meeting in which the option of Assisted Retirement is raised and discussed with the Employee.

(c) Assistance Provided Under this Policy

(i) General assistance to all staff

Bi-Annual Retirement Planning Seminar (in even number years). Provided by a qualified financial adviser or financial advisory service, engaged by Council. Run in normal working hours, or after hours if requested by employees.

Printouts of accrued annual leave and long service leave entitlements on request by the payroll department.

(ii) Assistance with liaising with the Local Government Superannuation Scheme as requested.

Assistance for staff seeking Early Retirement due to Unforeseen Circumstances

Failure of health or incapacity – Non work related

Assistance as required and permitted in liaison with Centrelink

Assistance with liaising with the Local Government Superannuation Scheme as requested.

Failure of health or incapacity – Work related

Assistance as required and permitted in liaison with Local Government Workcare.

Assistance as required and permitted in liaison with Centrelink.

Assistance with liaising with the Local Government Superannuation Scheme as requested.

Council will meet financial planning costs and/or employment placement costs of up to \$500 on application & supported by documentation.

(iii) Diminished Work Performance

Assistance as required and permitted in liaison with Centrelink.

Assistance with liaison with the Local Government Superannuation Scheme as requested.

Council will meet financial planning costs and/or employment placement costs of up to \$500 on application & supported by documentation.

Assistance and training in resume preparation and job interviews if requested.

(iv) Financial Advice Not Provided By Council

Council Employees will not provide financial or investment advice to retiring Employees. Council does not have in its employment any staff members who are qualified to provide financial or investment advice.

Retiring Employees seeking financial or investment advice are recommended to see professional financial advisors who are appropriately qualified.

Any Employee who makes a personal financial or investment decision on the basis of a discussion with another Council Employee does at their own responsibility and liability.

## APPENDIX A

Officers Award	Current Salary	4% or \$2080 per year effective from 28 June 2011	4% or \$2080 per year effective from 26 June 2012	4% or \$2080 per year effective from 25 June 2013
<b>Grade 1</b>				
Inc 1	\$42,347.31	\$44,427.31	\$46,507.31	\$48,587.31
Inc 2	\$42,896.46	\$44,976.46	\$47,056.46	\$49,136.46
Inc 3	\$43,682.58	\$45,762.58	\$47,842.58	\$49,922.58
Inc 4	\$44,544.74	\$46,624.74	\$48,704.74	\$50,784.74
Inc 5	\$45,434.48	\$47,514.48	\$49,594.48	\$51,674.48
Inc 6	\$46,397.53	\$48,477.53	\$50,557.53	\$52,637.53
<b>Grade 2</b>				
Inc. 1	\$47,546.32	\$49,626.32	\$51,706.32	\$53,786.32
Inc. 2	\$48,617.31	\$50,697.31	\$52,777.31	\$54,888.40
Inc. 3	\$49,723.87	\$51,803.87	\$53,883.87	\$56,039.22
Inc. 4	\$50,885.72	\$52,965.72	\$55,084.35	\$57,287.73
<b>Grade 3</b>				
Inc 1	\$52,104.31	\$54,188.48	\$56,356.02	\$58,610.26
Inc 2	\$53,324.29	\$55,457.26	\$57,675.55	\$59,982.57
Inc 3	\$54,400.98	\$56,577.02	\$58,840.10	\$61,193.71
Inc 4	\$55,622.35	\$57,847.25	\$60,161.14	\$62,567.58
<b>Grade 4</b>				
Inc. 1	\$56,840.94	\$59,114.58	\$61,479.16	\$63,938.33
Inc. 2	\$58,062.31	\$60,384.80	\$62,800.19	\$65,312.20
Inc. 3	\$59,282.28	\$61,653.58	\$64,119.72	\$66,684.51
Inc. 4	\$60,500.87	\$62,920.91	\$65,437.74	\$68,055.25
<b>Grade 5</b>				
Inc 1	\$61,720.85	\$64,189.68	\$66,757.27	\$69,427.56
Inc 2	\$62,939.44	\$65,457.01	\$68,075.29	\$70,798.31
Inc 3	\$64,160.80	\$66,727.24	\$69,396.33	\$72,172.18
<b>Grade 6</b>				
Inc. 1	\$66,194.56	\$68,842.35	\$71,596.04	\$74,459.88
Inc. 2	\$68,226.93	\$70,956.01	\$73,794.25	\$76,746.02
Inc. 3	\$70,262.08	\$73,072.57	\$75,995.47	\$79,035.29
<b>Grade 7</b>				
Inc 1	\$72,295.84	\$75,187.68	\$78,195.18	\$81,322.99
Inc 2	\$74,326.82	\$77,299.89	\$80,391.89	\$83,607.56
Inc 3	\$76,360.58	\$79,415.00	\$82,591.60	\$85,895.27
<b>Grade 8</b>				
Inc 1	\$78,801.93	\$81,954.00	\$85,232.16	\$88,641.45
Inc 2	\$81,240.49	\$84,490.11	\$87,869.71	\$91,384.50
Inc 3	\$83,683.23	\$87,030.56	\$90,511.78	\$94,132.25
Inc 4	\$85,974.34	\$89,413.31	\$92,989.84	\$96,709.44
Inc 5	\$88,262.66	\$91,793.17	\$95,464.90	\$99,283.49

Signed for and on behalf of Southern Downs Regional Council ..... Rodney Ferguson  
 In the presence of ..... Marion Seymour

Signed for and on behalf of the Queensland Services, Industrial Union of Employees ..... Kathrine Nelson  
 In the presence of:..... Theka Springett