

Form 40 Version 2	Application for certification of agreement Industrial Relations Act 1999, section 156  (Form to apply for certification of an agreement)	R.139(1)
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION  
**Industrial Relations Act 1999,s 156.**

*Queensland Council of Social Service Inc*

AND

*Queensland Services, Industrial Union of Employees*

(No.CA of 2009)

**APPLICATION FOR CERTIFICATION OF THE QCOSS/QSU CERTIFIED  
AGREEMENT 2009**

TO: The Industrial Registrar, Industrial Registry, Level 18, Central Plaza 2, 66 Eagle Street,  
(Corner Creek and Elizabeth Streets), Brisbane 4000, GPO Box 373, Brisbane Q 4001  
Phone: (07) 3227 8060, Fax: (07) 3221 6074

**THE AGREEMENT**, attachment A, having been made under the *Industrial Relations Act 1999* on  
23 September 2009, **BETWEEN**

The Queensland Council of Social Service Inc, ABN 11 787 477 447-

AND

Queensland Services, Industrial Union of Employees

All the parties to the agreement now seek certification of the agreement under chapter 6, part 1 of the Act. The information required under the Industrial Relations Regulations 2000, section 9 and any other information in support of the application is set out in the affidavit of John David Mikelsons which is the attachment marked B.

**Particulars of current or previous certified agreement(s)**

(a)QCOSS Certified Agreement 2006 AG 2006/2806 (AIRC)

**This agreement replaces the agreement in (a) above]**

Signed by the applicant

John Mikelsons  
Dated:

**Form 40, R.139(1).**

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999* – s. 156 – certifying an agreement

**The Queensland Council of Social Service  
ABN No. 11 787 477 447**

**AND**

**Queensland Services, Industrial Union of Employees  
(No. CA/2009/..)**

**QCOSS/QSU CERTIFIED AGREEMENT 2009**

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on 23 September 2009 between The Queensland Council of Social Service, ABN 11 787 477 447, and Queensland Services, Industrial Union of Employees, witnesses that the parties mutually agree as follows:

**PART 1- APPLICATION AND OPERATION**

**1.1 Agreement/Parties Bound**

This agreement binds the Queensland Council of Social Service Inc, all employees of the Queensland Council of Social Service Inc and the Queensland Services Union.

**1.2 Arrangement**

PART 1- APPLICATION AND OPERATION

1.1 Agreement/Parties Bound

1.2 Arrangement

1.3 Date of Operation

1.4 Award Coverage

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7.11 Family and Community Responsibilities Leave

## 7.12 Christmas Closedown

### 1.3 Date of Operation

This agreement shall apply from the date that it is certified or 1 July 2009 (whichever is the later) and remain in force for a period of 3 years.

### 1.4 Award Coverage

1.4.1 This agreement shall be read wholly in conjunction with the *Queensland Community Services and Crisis Assistance Award – State 2008* (henceforth referred to as “the award”), provided that where there is any inconsistency between this agreement and the award, this agreement shall take precedence to the extent of that inconsistency. In addition, the following parts and sections of the award are replaced by this agreement and shall not apply:

- Part 1 – Application and Operation
- Part 4 – Employer and Employees duties, Employment relationship and related arrangements
- Part 5 – Wages and Wage Related Matters
- Part 6 – Hours of Work, Breaks, Overtime, Shiftwork, Weekend Work
- Part 7 – Leave of Absence and Public Holidays
- Sections 3, 4 and 5 of Schedule 1
- Schedule 2

## PART 2 - UNION ENCOURAGEMENT

2.1 In addition to the provisions of the award and other legislation with respect to freedom of association, union encouragement and participation, QCOSS:

- (a) encourages its employees to join and participate in their union
- (b) agrees to provide all new employees with a union membership form,
- (c) agrees to provide a payroll deduction facility for union dues, and
- (d) agrees to facilitate meetings of union members during work time, where reasonable notice is given and there is no significant or regular disruption to work.

## PART 3 - GRIEVANCE AND DISPUTE SETTling PROCEDURE

3.1 QCOSS recognises the right and choice of employees to be represented by their union both individually and collectively in resolving workplace disputes.

3.2 The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and QCOSS in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.

3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.

3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of QCOSS or

the QCOSS' nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.

3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.

3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.

3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.

3.2.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.

3.2.9 Any Order or Decision of the Commission, subject to the parties' right of appeal, under the Act will be final and binding on all parties to the dispute.

3.2.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

## **PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **4.1 Employment categories**

4.1.1 Employees covered by this Agreement shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) Full-time;
- (b) Part-time (as prescribed in clause 4.3);
- (c) Casual (as prescribed in clause 4.4); and
- (d) Fixed term (as prescribed in clause 4.5).

4.1.2 Upon engagement, QCOSS shall provide each new employee (except a casual employee) a written contract of employment which specifies:

- (a) An outline of the main duties of the position;
- (b) The employee's weekly or fortnightly hours of work
- (c) The employee's classification and rate of pay pursuant to this Agreement and the Award;
- (d) The length of any probationary period which might apply and the final working date of the probation period; and
- (e) The nature and detail of engagement in accordance with clause 4.1.1.

4.1.3 QCOSS will initially engage a full-time or part-time employee for a three month period of probationary employment for the purpose of determining the employee's suitability for ongoing employment.

4.1.4 QCOSS may direct an employee to carry out such duties as are within the limit of the employee's skill, competence and training and the scope of the employee's award classification.

### **4.2 Full-time employment**

An employee not specifically engaged on a part-time, fixed term or casual basis shall be a full-time employee.

#### **4.3 Part-time employment**

4.3.1 A part-time employee means an employee other than a casual, who is engaged to work regularly for less than an average of 38 ordinary hours per week.

4.3.2 The ordinary hours for part-time employees shall be within the ordinary span of hours defined in this agreement

4.3.3 Part-time employees shall generally work the hours prescribed in their contracts of employment.

4.3.4 A part-time employee's hours of ordinary duty may be varied by mutual agreement between QCOSS and employee, up to a maximum of 38 hours per week, provided that the hours worked fall within the definition of ordinary hours defined in this Agreement.

4.3.5 Any additional hours temporarily worked by a part-time employee shall not affect his/her status as a part-time employee.

4.3.6 For ordinary working hours, a part-time employee shall receive, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees in the same classification.

#### **4.4 Casual employment**

4.4.1 A casual employee means an employee who is engaged and paid as such.

4.4.2 An employee engaged as a casual employee shall be engaged for a minimum period of 2 consecutive hours for each period of engagement.

#### **4.5 Fixed term employment**

4.5.1 A fixed term employee may be engaged to work on either a full-time or part-time basis for the completion of a specified task(s) or project:

- (a) To relieve in a vacant position arising from an employee taking leave in accordance with this agreement; or
- (b) For the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or
- (c) To fill short-term vacancies during the recruitment and selection of a permanent employee or,
- (d) To perform work on a project for which the funding is time limited

4.5.2 When offering employment on a fixed term basis, QCOSS shall advise the employee in writing of the temporary nature of the employment, and the actual or expected duration of employment.

4.5.3 If a fixed term employee is subsequently appointed to a permanent position with QCOSS, any period of the fixed term contract completed immediately prior to the commencement of the permanent position shall be recognised as service with QCOSS for calculating leave, provided that the employee has not taken or received payment in lieu of leave.

#### **4.6 Higher duties**

4.6.1 An employee who is required to perform duties in a higher classification for 5 consecutive working days or more shall be paid at a rate not less than the minimum rate prescribed for the higher classification for the period for which duties are performed.

#### **4.7 Anti-discrimination**

4.7.1 It is the intention of the parties to this agreement to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.7.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure, the parties to this agreement must take reasonable steps to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

4.7.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.7.4 Nothing in clause 4.7 is to be taken to affect:

(a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;

(b) an employee, employer or registered organisation pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

## **4.8 Termination of employment**

### *4.8.1 Statement of employment*

QCOSS shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

### *4.8.2 Termination by QCOSS*

(a) In order to terminate the employment of a full time, part time or fixed term employee QCOSS shall give that employee four weeks notice.

(b) In addition to the notice in clause 4.8.2(a), employees over 45 years of age at the time of giving of notice and with not less than 2 years' continuous service, shall be entitled to an additional week's notice.

4.8.3 Payment in lieu of the prescribed notice in clause 4.8.2 must be made if the appropriate notice period is not required to be worked, provided that employment may be terminated by the employee working part of the required period of notice and by QCOSS making payment for the remainder of the period of notice.

4.8.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

(a) the employee's ordinary hours of work (even if not standard hours);

(b) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

(c) any other amounts payable under the employee's contract of employment.

4.8.5 The period of notice in clause 4.8 does not apply:

(a) in the case of dismissal for serious misconduct;

(b) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;

(c) to casual employees; or

(d) to probationary employees.

### *4.8.6 Notice of termination by an employee*

(a) The notice of termination required to be given by an employee is two weeks.

(b) If an employee fails to give two weeks notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the amount the employee would have received under clause 4.8.4.

#### **4.9 Introduction of changes**

##### *4.9.1 Employer's duty to notify*

(a) Where QCOSS decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, QCOSS shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

(b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations, loss of funding for a project or projects and the restructuring of jobs:

Provided that where this agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

##### *4.9.2 Employer's duty to consult over change*

(a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on full time and part time employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the way to avoid or minimise the effects of the changes (eg by finding *alternative* employment).

(b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.9.1.

(c) For the purpose of such consultation the employer shall provide in writing to the employees concerned, and where relevant, their Union or Unions, 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 an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### **4.10 Redundancy**

##### *4.10.1 Consultation before terminations*

(a) The parties agree that organisations, such as QCOSS, which are primarily funded by time limited government funded, face significant challenges when governments make significant changes to funding arrangements, including by reducing funding. The parties accept that even where employees are full time or part time, a loss of funding for the project that they are working on is likely to lead to termination of employment. Further, the parties agree that employees who are funded to perform core activities suffer even greater uncertainty, due to the nature of funding for those activities.

(b) Notwithstanding section 4.10.1 (a), where QCOSS loses funding for a project or projects, or decides that they no longer wish the job an employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult with the employees directly affected and, where relevant, their Union or Unions.

(c) The consultation shall take place as soon as it is practicable after QCOSS has made a definite decision which will invoke clause 4.10.1, and shall cover *inter alia*, the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.

(d) For the purpose of the consultation QCOSS shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

##### *4.10.2 Definitions*

(a) Business includes trade, process, business, or occupation and includes part of any such business.

(b) Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

(c) Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

(d) Week's pay means the ordinary time rate of pay for the employee concerned, provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

#### 4.10.3 *Transfer to lower paid duties*

Where an employee is transferred to lower paid duties by reason of redundancy the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

The amounts must be worked out on the basis of:

- (a) the ordinary working hours to be worked by the employee; and
- (b) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties;
- (c) any other amounts payable under the employee's employment contract.

#### 4.10.4 *Severance pay*

(a) Severance pay

A full time or part time employee whose employment is terminated by reason of redundancy is entitled to the following amount of severance pay in respect of a period of continuous service:

Period of Continuous Service (weeks' pay)*	Severance Pay
Less than 1 year	nil
1 year but not more than 2 years	2
More than 2 years but not more than 3 years	4
More than 3 years but not more than 4 years	6
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	12
More than 7 years but not more than 8 years	14
More than 8 years but not more than 9 years	16
More than 9 years but not more than 10 years	18
More than 10 years but not more than 11 years	20
More than 11 years but not more than 12 years	22
More than 12 years but not more than 13 years	24
More than 13 years	26

\* Week's pay is defined in 4.10.2.

(b) Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

(c) Continuity of service shall be calculated in the manner prescribed by clause 4.11.

#### 4.10.5 *Employee leaving during notice period*

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in clause 4.8.2. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

#### 4.10.6 *Alternative employment*

(a) QCOSS may make application to the Commission to have the general severance pay prescription varied if QCOSS obtains acceptable alternative employment for an employee.

(b) This provision does not apply in circumstances involving transmission of business as set out in clause 4.10.8.

#### 4.10.7 *Job search entitlement*

(a) During the period of notice of termination given by the employer in accordance with clause 4.8.2, an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.10.8 *Transmission of business*

(a) The provisions of clause 4.10 are not applicable where a business is before or after the date of this Agreement, transmitted from an employer (in clause 4.10.8 called the transmittor) to another employer (in clause 4.10.8 called the transmittee), in any of the following circumstances:

(i) Where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or

(ii) Where the employee rejects an offer of employment with the transmittee:

(A) In which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and

(B) Which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.

(b) The Commission may amend clause 4.10.8(a)(ii) if it is satisfied that this provision would operate unfairly in a particular case.

(c) Where a business is transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:

(i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

(ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

(d) In clause 4.10.8, "business" includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

#### 4.10.9 *Employees exempted*

(a) Clause 4.10 shall not apply to:

- (i) employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (ii) probationary employees;
- (iii) apprentices;
- (iv) trainees;
- (v) employees engaged for a specific period of time or for a specified task or tasks in accordance with clause 4.5; or
- (vi) casual employees.

4.10.10 The Commission may vary the severance pay prescription on the basis of QCOSS' incapacity to pay.

#### **4.11 Continuity of service - transfer of calling**

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act, as amended from time to time.

### **PART 5 – WAGES AND WAGE RELATED MATTERS**

#### **5.1 Classification structure**

Employees shall be classified in accordance with the classification structure prescribed in the Award, or as a Senior Manager.

#### **5.2 Wage Rates**

The following rates of pay shall apply effective from the first pay period following certification. A casual loading of 25 per cent shall apply.

<b>Classification</b>	<b>Annual/Fulltime Hourly Rate</b>		<b>Casual rate</b>
1.1	\$34,498	\$17.4588	\$21.8235
1.2	\$35,844	\$18.1401	\$22.6751
1.3	\$37,111	\$18.7808	\$23.4760
1 INCENTIVE	\$38,666	\$19.5683	\$24.4603
2.1	\$37,320	\$18.8871	\$23.6088
2.2	\$38,666	\$19.5683	\$24.4603
2.3	\$40,013	\$20.2495	\$25.3118
2.4	\$41,231	\$20.8663	\$26.0828
2 INCENTIVE	\$42,577	\$21.5475	\$26.9343
3.1	\$41,231	\$20.8663	\$26.0828
3.2	\$42,577	\$21.5475	\$26.9343
3.3	\$43,924	\$22.2288	\$27.7860
3.4	\$45,270	\$22.9100	\$28.6375
3 INCENTIVE	\$46,616	\$23.5913	\$29.4891
4.1	\$46,616	\$23.5913	\$29.4891
4.2	\$47,963	\$24.2732	\$30.3415
4.3	\$49,309	\$24.9544	\$31.1930
4.4	\$50,527	\$25.5705	\$31.9631
4 INCENTIVE	\$51,873	\$26.2518	\$32.8147

5.1	\$51,873	\$26.2518	\$32.8147
5.2	\$53,090	\$26.8679	\$33.5848
5.3	\$54,438	\$27.5498	\$34.4372
5 INCENTIVE	\$55,900	\$28.2894	\$35.3617
6.1	\$59,721	\$30.2234	\$37.7792
6.2	\$61,169	\$30.9560	\$38.6950
6.3	\$62,615	\$31.6880	\$39.6100
6 INCENTIVE	\$64,063	\$32.4206	\$40.5257
7.1	\$64,063	\$32.4206	\$40.5257
7.2	\$65,509	\$33.1525	\$41.4406
7.3	\$66,958	\$33.8857	\$42.3571
7 INCENTIVE	\$68,405	\$34.6183	\$43.2728
8.1	\$68,405	\$34.6183	\$43.2728
8.2	\$69,852	\$35.3503	\$44.1878
8.3	\$71,299	\$36.0829	\$45.1036
8 INCENTIVE	\$73,100	\$36.9954	\$46.2442
Senior Manager	\$77,720	\$39.3323	\$49.1653
Snr Mngr INC	\$81,468	\$41.2292	\$51.3650

### 5.3 Wage Increases

5.3.1 QCOSS is funded by both state and federal government funding. Noting the uncertainty of the indexation of this funding, the parties agree to the following principles in setting wages:

- (a) QCOSS will increase employee wages every year during the period for which this agreement is in force on the first pay period in July
- (b) QCOSS will maintain wages which are above the award rates
- (c) QCOSS will maintain wages which are both competitive and fair

5.3.2 The annual wage increase will be determined by sharing and averaging the indexation received from funding bodies equally amongst employees, using the following formula:

$$\frac{\text{Project Wages Budget as at 1 July}}{\text{Total Wages Budget as at 1 July}} = Z$$

Indexation rate applied to the project = Y (expressed in 2 decimal points – for example 3% is 0.03)

$$Z \times Y = Q$$

This calculation should be applied to each project budget that has a wages component. Following this series of calculations, each “Q” should be added to determine the percentage increase to be applied to all employees wages (expressed in 2 decimal points – for example 3% is 0.03)

5.3.3 QCOSS agrees to share its calculations and any relevant information regarding the calculations with employees and the union

5.3.4 Projects which do not have a wages component to their budget will not be included for the purposes of this calculation.

5.3.5 Where there is a dispute about the calculation of the wage increase, the parties agree to discuss the matter in accordance with the Dispute Resolution Procedures, and ultimately to have the quantum of the increase determined in accordance with the formulas and provisions of this clause by the Commission.

5.3.6 The annual salary increases which apply as a result of this clause shall only be paid to employees who earn the rate of pay applicable to a Senior Manager (incentive) or lower. Where an employee's contract of employment entitles them to a higher rate of pay than that of Senior Manager (incentive), their salary increases shall be negotiated annually with the Director or the Board of QCOSS as appropriate. If an employee's salary falls below the rate of pay applicable to a Senior Manager (incentive) at any time, they shall be entitled to receive the rate of pay applicable to a Senior Manager (Incentive) and shall thenceforth be entitled to annual increases in accordance with this agreement.

#### **5.4 Incremental advancement**

5.4.1 Provided that an employee's performance is rated as satisfactory by the Director, they shall be entitled to incremental advancement within their classification on the anniversary of their appointment to that classification.

5.4.2 Where an employee's performance is determined by the Director to be "outstanding", the Director may approve faster progression along the incremental scale within an employee's classification, or access to "incentive" points on the incremental scale. "Incentive" points on the incremental scale are not available to employees through normal incremental progression and are awarded in recognition of outstanding employee performance. Access to the "incentive" points on the incremental scale will be in accordance with this agreement and the relevant policy.

#### **5.5 Allowances**

##### **5.5.1 Travelling Expenses**

(a) Where an employee is required to stay away from home overnight, QCOSS will meet the cost of the employees accommodation, where QCOSS chooses the accommodation.

(b) Where an employee stays in accommodation of their own choosing, they shall be entitled to payment of \$50 per night in addition to meals and incidentals allowances.

(c) Where an employees is required to stay away from home overnight, they shall be entitled to receive the same rate of meals and incidentals allowances that Queensland Public Service employees receive, for meals and incidentals expenses actually incurred. No allowance will be payable where QCOSS provides a meal for the employee.

##### **5.5.2 Motor Vehicle Allowance and Transport Expenses**

5.5.2.1 Where an employee agrees to use their own vehicle on QCOSS business, the employee is entitled to receive a vehicle allowance at the following rates:

- (a) Under 6 cylinder = 61.9 cents per kilometre
- (b) 6 cylinder and over = 73.5 cents per kilometre

5.5.2.2 An employee required to travel by other means in connection with their work shall be reimbursed all reasonable travelling expenses so incurred with reasonable proof of such expenses to be provided by the employee to QCOSS.

5.5.2.3 Where an employee is called out on duty at night or at other times than their normal hours, they shall be reimbursed their fares including taxi fares or, if using their own vehicles to travel between home and work, they shall receive a travelling allowance as set out in 5.3.1.1, subject to returning home prior to commencing work.

5.5.2.4 Where an employee agrees to use their own vehicle on QCOSS business and such employee is likely to exceed 5000 kilometres per annum; QCOSS and the employee may agree, in writing, on an amount of compensation which will be paid in lieu of the allowances prescribed in clause 5.3.1.1.

##### **5.5.3 Overtime meal allowances**

Employees shall receive a meal allowance of \$10.33 in the following circumstances:

- (a) Where the employee works overtime in excess of 2 hours on any of the days upon which ordinary hours are worked; or
- (b) Where the employee works 5 hours or more on a day which is not an ordinary working day.

(c) A meal allowance will not be paid if QCOSS provides a reasonable meal.

#### **5.5.4 First Aid**

Where an employee is appointed as a workplace first aid officer or an occupational health and safety officer, the employee shall be paid an allowance of \$18.80 per fortnight.

#### **5.6 Payment of Wages**

5.6.1 All wages shall be paid fortnightly by electronic transfer on the pay date set by QCOSS

5.6.2 The date for payment of wages shall not be changed without reasonable notice and consultation with affected employees.

5.6.3 Upon termination of employment, all wages due to an employee shall be paid on the pay day immediately following termination.

#### **5.7 Superannuation**

5.7.1 QCOSS will contribute on behalf of each employee to a superannuation fund nominated by the employee at a rate of 10% of the employee's ordinary time earnings, or 1% higher than the rate of the Superannuation Guarantee, whichever is higher. Each employee who commences employment will be provided with a Standard Choice Form.

5.7.2 For the purposes of this clause, ordinary time earnings do not include payment for overtime, or other extraordinary payment, remuneration or allowance.

5.7.3 Superannuation contributions will not be paid on severance payments, but will be paid on unused annual and long service leave paid out on termination.

5.7.4 Where an employee does not choose a superannuation fund, the default fund shall be HESTA Industry Superannuation.

#### **5.8 Salary Packaging, QCOSS Motor Vehicles and Home Garaging**

5.8.1 Salary Packaging is permissible subject to agreement between QCOSS and the employee.

5.8.2 Where an employee is entitled to home garage a car as a condition of their employment, they will be required to make a contribution of \$2,000 per annum to the cost of the vehicle deducted fortnightly from their after tax wages.

5.8.3 As a rule, QCOSS will not allow its vehicles to be used for private use except in relation to approved home garaging and associated minor use.

### **PART 6 – HOURS OF WORK**

#### **6.1 Hours of Work and Flex Time**

##### **(i) General**

6.1.1 QCOSS is committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours arrangement.

6.1.2 The working of flexible hours under this agreement, shall be extended to a staff member working under a part time work arrangement. Provisions under this subclause shall be applied pro rata to a staff member working under a part time work arrangement.

6.1.3 Flexible working hours shall not apply to casual employees

##### **(ii) Attendance at Work**

6.1.4 Attendance --- A staff member's attendance outside the hours of a standard day (7.6 hours for full time employees) but within the bandwidth shall be subject to the availability of work.

6.1.5 Bandwidth --- The Bandwidth is the spread of hours in which employees may work and be required to work on any day. The bandwidth shall be between the hours of 7a.m. and 7p.m Monday to Friday, however employees shall not work more than ten hours in any one day without approval from their manager.

6.1.6 Coretime --- Core time is the time during which employees are expected to be at work, except where they are on approved flexleave or other leave. The coretime shall be between the hours of 10a.m. and 4 p.m, excluding the lunch break.

6.1.7 Lunch break --- Employees must take a lunch break where they work more than 5 hours in any one day. The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the staff member up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours. The lunch break shall be taken between 11:30am and 2:30pm. The lunch break may be taken at a different time by mutual agreement between the employee and the relevant manager.

6.1.8 Settlement period --- the settlement period shall be four weeks.

6.1.9 Contract hours --- The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period (ie 152 hours for full time staff).

**(iii) Taking FLEX or carrying it over between settlement periods.**

6.1.10 Flexleave --- Subject to operational requirements a full time staff member may take off a maximum of two full days or four half days in a settlement period of 4 weeks, and a part time staff member may take a pro rata amount. Where it appears a staff member may exceed a 10 hour credit strategies to reduce this credit may include the granting of additional full days, half days, or any combination of days and half days.

6.1.11 Hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may exceed an accumulated work time of 167.2 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period, may exceed 167.2 hours, the staff member must bring that fact to the attention of their supervisor, and the supervisor and staff member shall develop a strategy to ensure that the staff member has every opportunity to prevent forfeiture of any of the credit hours accumulated, or likely to be accumulated.

6.1.12 Flexible working hours credit ---- a staff member may carry a maximum of 15.2 hours credit into the next settlement period.

6.1.13 Flexible Working Hours Debit ---- The following provisions shall apply to the carry over of flexible working hours debits

(a) A debit of up to 7.6 hours at the end of a settlement period may be carried over into the next period;

(b) Where the debit exceeds 7.6 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation leave to offset the excess.

(c) Any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation leave.

6.1.14 Cessation of duty (termination of employment) -- A staff member will not receive payment for a flex day accrued and remaining untaken on the last day of service, except where an application for flexleave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused.

**(iv) Reversion to Standard Hours**

6.1.15 Standard hours --- The Director may direct a staff member to work standard hours and not flexible hours where the Director decides that the working of flexible hours by a staff member or members does not suit the operational requirements of QCOSS.

6.1.16 The Director may also direct a staff member to work standard hours and not flexible hours as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme in this agreement.

6.1.17 Where the Director directs an employee to work Standard Hours, the provisions of the award relating to hours of work and overtime shall apply in lieu of the provisions of this agreement.

#### **(v) Morning and Afternoon Tea Breaks**

6.1.18 Employees are entitled to a paid rest pause of 10 minutes duration in the employers time in the first and second half of the working day. Such rest pauses must be taken at such times as will not interfere with reasonable operational requirements

#### **6.2 Overtime/Time Off in Lieu (TOIL)**

6.2.1 An employee shall be granted TOIL or paid overtime, at the election of QCOSS, where they work more than 10 hours in any one day or where the employee works outside of the bandwidth.

6.2.2 Overtime/TOIL shall be paid for or accrue at the rate of time and a half for the first 2 hours and double time thereafter.

6.2.3 If employees are required to work overtime commencing on Sunday they shall be paid at double time.

6.2.4 Employees required to work overtime on Saturday or Sunday shall be paid a minimum payment of 2 hours at such overtime rate:

6.2.5 Overtime shall only be worked with the prior approval of the employer.

6.2.6 When overtime is worked it shall, wherever reasonably practicable, be arranged so that employees have at least 10 consecutive hours off duty between the work of successive shifts.

6.2.7 Except where expressly approved in writing by the Director, TOIL shall apply in lieu of overtime payments.

#### **6.3 Fatigue breaks**

6.3.1 An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that they have not had at least 10 consecutive hours off duty shall be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

6.3.2 If on the instructions of QCOSS an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double time until released from duty for such period. The employee shall then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

### **LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

#### **7.1 Annual/Recreation Leave**

7.1.1 Full time employees will accrue annual leave at the rate of 2.923077 hours per week (which equates to 4 weeks per year for fulltime employees)

7.1.2 Part time employees and fixed term employees will accrue annual leave on a pro rata basis.

7.1.3 Casual employees do not accrue annual leave.

7.1.4 Annual leave may be taken at any time by agreement between the Director and the employee.

7.1.5 Where an employee has accrued annual leave in excess of 8 weeks (based on their ordinary hours of work), they may be directed (subject to being provided at least four weeks notice) to take sufficient annual leave to reduce their balance to a maximum of 8 weeks. If an employee's balance reduces to 8 weeks or less in the intervening period, the direction is to be cancelled.

7.1.6 Clause 7.1.5 is to have no effect if an employees annual leave balance is greater than 8 weeks as a result of moving from full time to part time employment. In this instance, the employee will be given 6 months to reduce their balance to less than 8 weeks.

7.1.7 All accrued annual leave is to be paid out on termination.

7.1.8 Employees shall be entitled to a loading of 17.5% on any annual leave taken, but not on periods of annual leave paid out on termination.

## **7.2 Sick Leave (including Carers Leave)**

7.2.1 An employee may take sick leave in the following circumstances:

(a) Due to personal illness or injury where that illness or injury renders the employee sick and unfit for duty or

(b) For the purposes of caring for an immediate family member, household member or significant person to the employee who is sick and requires the employee's care and support

7.2.2 Where requested by the Director, an employee must produce a medical certificate or statutory declaration that they, or the person they were caring for, was unfit for duty for the period of their sick leave absence.

7.2.3 Employees who are sick and unfit for duty for greater than 3 consecutive days shall be required to submit a medical certificate for the period of the absence, stating that they, or the person they were caring for, were unfit for duty.

7.2.4 Each full time employee will accrue 10 days of paid sick leave per year on the first pay day in July.

7.2.5 Each part time or fixed term employee will accrue a pro rata amount of paid sick leave, based on their ordinary hours of work, on the first pay day in July.

7.2.6 Where a part time employee moves from part time to full time work, or increases their hours, they shall immediately accrue a pro rata amount of paid sick leave, based on the increase in their hours and the amount of time left in the calendar year.

7.2.7 Where an employee commences work with QCOSS after the first pay period in July, they will accrue 10 days sick leave immediately (or a pro rata amount if they are a part time employee). On the first pay period in July after they commence employment they will only accrue a pro rata amount based on the period actually worked in the period before the first pay period in July.

7.2.8 Paid sick leave accrues from year to year, but is not paid out on termination

7.2.9 Where an employee has exhausted their paid sick leave entitlement, or they are not entitled to paid sick leave (for example casual employees) they shall be entitled to access unpaid sick leave, providing that they comply with the provisions of this agreement related to medical certificates.

7.2.10 Where an employee is sick or injured on a day that they planned to take annual leave, flex or TOIL, they shall be entitled to treat the day as sick leave, provided they produce a medical certificate that states that they were unfit for duty.

## **7.3 Bereavement Leave**

7.3.1 Employees shall be entitled to Bereavement Leave in accordance with the Award.

## **7.4 Long Service Leave**

7.4.1 All employees are entitled to take long service leave after 10 continuous years of service.

7.4.2 All employees shall be entitled to 8.6667 weeks long service leave after ten years continuous service.

7.4.3 All employees are entitled to pro rata long service leave upon termination or resignation once they have completed seven years continuous service with QCOSS.

## **7.5 Leave Without Pay**

7.5.1 Employees may, subject to the agreement of the Director, take Leave Without Pay for any reason, and for any length of time.

7.5.2 Employees shall not accrue any type of paid leave while on Leave Without Pay.

7.5.3 Leave Without Pay will not count as service, but will not be regarded as a break in continuous service.

## **7.6 Make up Time**

7.6.1 An employee may, with the approval of the Director, take time off during core hours and make that time up during the bandwidth at a later date.

## **7.7 Ceremonial Leave**

7.7.1 Employees are entitled to Ceremonial Leave in accordance with the award.

## **7.8 Public Holidays**

7.8.1 Full time, Part time and fixed term employees shall receive holidays on the following days without deduction of pay

- (a) New Years Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Monday
- (f) ANZAC Day
- (g) Labour Day
- (h) Queens Birthday
- (i) The day gazetted for the local show
- (j) Christmas Day
- (k) Boxing Day
- (l) Any other day gazetted as a public holiday by the QLD Government

7.8.2 Employees who are required to work on a public holiday shall receive double time and a half pay for the period worked.

7.8.3 Employees who identify as Aboriginal or Torres Strait Islanders shall receive one additional public holiday during NAIDOC week, subject to operational requirements.

## **7.9 Jury Service**

7.9.1 Employees shall receive Jury Service Leave in accordance with the Award.

## **7.10 Parental Leave**

7.10.1 Employees are entitled to Parental Leave in accordance with the award, except that employees who have greater than 2 years continuous service with QCOSS shall be entitled to the first 13 weeks of the maternity leave at full pay, or the first 2 weeks of the paternity leave at full pay.

7.10.2 Employees may elect to take the first 26 weeks of the maternity leave at half pay, or the first 4 weeks of paternity leave at half pay, in lieu of the provisions at clause 7.10.1.

7.10.3 Employees may elect to take any or all of their annual leave, flex and TOIL in connection with parental leave.

7.10.4 Where an employee adopts a child, and they are the primary care giver for that child, they shall be entitled to access 13 weeks paid leave in the same way as if they had given birth. This entitlement exists whether or not the relevant employee is male or female, but will not apply if the employee's partner has also accessed paid or unpaid maternity leave in connection with the adoption of the child.

7.10.5 Where an employee adopts a child, and they are not the primary care giver for that child, they shall be entitled to access two weeks paid leave in the same way as if their partner had given birth. This entitlement exists whether or not the relevant employee is male or female.

7.10.6 The parties agree that if the Federal Government introduces the system of paid maternity leave announced in the 2009 Budget, the system outlined above shall no longer apply, and the system below will apply in its place.

(a) Employees shall be entitled to Parental Leave in accordance with the award for a period of 52 weeks, except that full time, part time and fixed term employees who have greater than 2 years continuous service with QCOSS whose normal working hours are at least 15 hours per week at the time of the birth of the child, and who are the primary care giver for the child, shall be entitled to a Parenting Payment from the 19<sup>th</sup> to the 52<sup>nd</sup> week of the Parental Leave. Payment of the Parenting Payment from the 19<sup>th</sup> to the 52<sup>nd</sup> week is contingent on the employee having taken the 1<sup>st</sup> to the 18<sup>th</sup> weeks without pay from QCOSS, and having instead taken advantage of the Federal Government's Parenting Payment.

(b) The Parenting Payment shall be equivalent to the Federal Minimum Weekly Wage.

(c) The Parenting Payment is considered an extraordinary payment which does not attract employer superannuation contributions, however employees may elect to make contributions from their Parenting Payment into an eligible superannuation fund.

(d) Employees on Parental Leave shall not accrue paid leave of any type regardless of whether they are receiving a Parenting Payment.

(e) Where the term of a fixed term employee's employment ends during a period of Parental Leave, Parenting Payments shall cease at that time, unless QCOSS and the employee agree to an extension of the term of their employment.

(f) An employee may elect to return from Parental Leave before the conclusion of the 52 weeks to which they are entitled. If they do choose to return on a full time basis they will forgo their entitlement to any further Parenting Payments

(g) An employee may request to return to work during the period of their Parental Leave on a part time basis. Where they make this request it shall be approved subject to the operational requirements of QCOSS, but will not be unreasonably refused.

(h) Where an employee returns to work on a part time basis during the period of their Parental Leave they may take Part Time Parental Leave for one or more days per week.

(i) The period that an employee spends working, and the part time Parental Leave taken must not exceed an employees contract hours. For example, a full time employee who works three days per week may take two days per week of Part Time Parental Leave, and a part time employee who normally works three days per week but elects to return to work for two days per week may only take one day per week of Part Time Parental Leave

(j) Employees taking Part Time Parental Leave shall be entitled to a Parenting Payment on the days that they take Part Time Parental Leave.

(k) Periods of Parental Leave and Part Time Parental Leave shall not extend beyond 52 weeks from the date of commencement of the Parental Leave.

(l) An employee may request a further period of Leave Without Pay or a part time work arrangement at the conclusion of their maternity leave, approval of which will be subject to the approval of the Director and in accordance with the provisions of the Award and any QCOSS Policies.

(m) Where an employee adopts a child, and they are the primary care giver for that child, they shall be entitled to Parental Leave, Part Time Parental Leave and a Parenting Payment in the same way as if they had given birth, for 52 weeks from the date of adoption. This entitlement exists whether or not the relevant employee is male or female, but will not apply if the employee's partner has also accessed paid or unpaid maternity leave in connection with the adoption of the child.

(n) Employees who are not the primary care giver for a child who have greater than 2 years continuous service with QCOSS at the time of the birth of the child shall be entitled to 2 weeks paid leave at the time of birth.

(o) Where an employee adopts a child, and they are not the primary care giver for that child, they shall be entitled to access two weeks paid leave in the same way as if their partner had given birth. This entitlement exists whether or not the relevant employee is male or female.

7.10.7 Where an employee enters into a foster care arrangement, they shall be entitled to up to 12 months unpaid leave without pay from the time of the commencement of the arrangement, but shall not be entitled to any payment of any sort for the period of the leave.

## **7.11 Family and Community Responsibilities Leave**

7.11.1 Part time, full time and fixed term employees shall be entitled to 2 days paid leave to attend to their family and community responsibilities in each financial year. This leave is credited on 1 July and does not accrue from year to year.

7.11.2 An employee may be granted Family and Community Responsibilities leave:

- (a) to provide care and/or support to sick relatives or members of the employee's household;
- (b) to attend to emergency childcare situations;
- (c) to attend a funeral where Bereavement Leave does not apply;
- (d) to attend to community responsibilities such as citizenship ceremonies, volunteering for community organisations, or competing in sporting or other competitive events;
- (e) to attend to accommodation matters such as moving, signing leases or contracts or emergency repairs to property;
- (f) on occasions where the employee is unable to attend work due to extreme weather conditions;
- (g) to attend parent teacher interviews, graduation ceremonies, school performances or other events relevant to the education of an employees son or daughter, the son or daughter of an employees partner or a child for whom an employee is the legal guardian;
- (h) on occasions where the employee is unable to attend work due to transport disruptions;
- (i) to attend medical appointments which do not render the employee unfit for work but which could not be scheduled at any other time;
- (j) to donate blood;
- (k) for ceremonial purposes connected with an employee's Aboriginal or Torres Strait Islander tradition;
- (l) to attend to an employees religious duty;
- (m) to participate in cultural events or official holidays associated with an employees cultural tradition;
- (n) in cases where an employee is sick and unfit for work, where paid sick leave is exhausted;
- (o) to attend to personal development activities where study leave is not considered appropriate;
- (p) to attend to their duties as a foster carer or participate in interviews, screening or other activities associated with an actual or potential foster care arrangement
- (q) to attend military service or training as a member of the Defence Reserves
- (r) to attend to any other family or community responsibility where the Director determines that this type of leave is appropriate;

## **7.12 Christmas Closedown**

7.12.1 QCOSS closes its operations between Boxing Day and New Years Day. When this occurs, each full time, part time and fixed term employee will receive payment for the ordinary hours they would have otherwise been required to work during the period, without any deduction of leave.

7.12.2 QCOSS may close down its operations or parts of its operations for a further period of a maximum of one week during January. During this period employees may be required to take annual leave where they have greater than four

weeks Annual Leave accrued. Where employees have TOIL accrued they may be required to take it during this period. Other employees will be encouraged to take TOIL, Flex or Annual Leave during this period.

7.12.3 Employees required to work during either of these closedown periods will be permitted to take at least one week of Annual Leave, Flex or TOIL at a later date during January or February.

**SIGNED**

Signed for and on behalf of Queensland Council  
of Social Service

..... NAME:  
**ABN 11 787 477 447**

In the presence of – .....

Signed for and on behalf of  
**Queensland Services, Industrial Union of Employees**

..... NAME

In the presence of – .....

Attachment B

I, John David Mikelsons, the deponent, of 54 Lisburn St EAST BRISBANE, QLD 4169, Manager Organisational Services of the Queensland Council of Social Service make oath as follows

1. I am the Manager of Organisational Services of the Queensland Council of Social Service and I am authorised under the Act and rules to make this affidavit.
2. The agreement, attachment A is not for a new business, a project agreement or a multi-employer agreement.
3. The agreement is made with an employee organisation.
4. The full name and addresses of the employee organisation is – Queensland Services Industrial Union of Employees  
Ground floor, 32 Peel Street, South Brisbane QLD 4101
5. The employer, the Queensland Council of Social Service, ABN 11 787 477 447, of 20 Pidgeon Close WEST END, QLD 4101 is in the Community Services industry.
6. The name of the designated award is the *Queensland Community Services and Crisis Assistance Award – State 2008*
7. The addresses at which the employees to be covered by the agreement are employed are below:  
  
20 Pidgeon Close, West End, QLD 4169 and Unit 1, Level 2, 390 Flinders St Townsville, QLD. 4810
8. The number of female employees to be covered by the agreement is 30
9. The number of male employees to be covered by the agreement is 6
10. The number of apprentices to be covered by the agreement is 0
11. The number of trainees to be covered by the agreement is 0
12. The name and address of the employer to be bound by the agreement is the Queensland Council of Social Service of  
20 Pidgeon Close West End QLD 4169
13. There is no principal contractor associated with this agreement.
14. Not applicable
15. The average percentage by which the wages of the employees to be covered by the agreement will increase under the agreement compared with wages before the agreement is 3% in the first year, and thereafter dependent on government funding indexation.
16. Not applicable
17. The nominal expiry date of the agreement is 3 years following certification.
18. The steps taken to ensure compliance with section 143 of the Act were:  
  
QCOSS advised the QSU and all QCOSS employees in writing (by email), of its intention to begin negotiations for the agreement on 6 April 2009.
19. The steps taken to ensure compliance with section 144 were:  
  
Following the conclusion of negotiations with the QSU, QCOSS provided a copy of the draft agreement to all employees on 16 June 2009, and explained the terms of the agreement both in writing, and at a staff meeting. Staff were given the opportunity to vote on the agreement at the conclusion of the two week period. 94.5 per cent of staff voted to approve the agreement.
20. Not applicable
21. Not applicable

22. Not applicable

23. The procedures for preventing and settling disputes are set out in Part 3

24. The requirements for equal remuneration of employees under section 156(1)(l) have been met.

25. The agreement attached passes the no-disadvantage test under chapter 6, part 1, division 3 of the Industrial Relations Act 1999.

26. There is no further information in support of this application

I swear that the facts set out above are true.

*(Signature)*  
Deponent

**SWORN** by the deponent at  
*(place)*

on  
*(day, month and year)*

before me

*Signature*

(Last page)

**PARTICULARS OF THE EMPLOYER**

Name: Queensland Council of Social Service ABN: 11 787 477 447

Business address: 20 Pidgeon Close, West End QLD 4169

**Address for service: As above**

Phone number or contact phone number: 07 3004 6900

Fax number : 07 3004 6999

E-mail address: [qcross@qcross.org.au](mailto:qcross@qcross.org.au)

**PARTICULARS OF OTHER [PARTY] *(The following information must be provided. If there is more than 1 other party this information must be given for each other party except if the agreement is between an employer and the employees then - only particulars of the employees' representative should be given).***

Name: Queensland Services, Industrial Union of Employees

David Smith, Branch Secretary

Ground floor, 32 Peel Street,

South Brisbane QLD 4101

**Address for service: As above**

Phone: (07) 3844-5300

Fax: (07) 3846-5046