

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**Somerset Regional Council - Officers' Certified Agreement 2008
(CA/2008/123)**

DEPUTY PRESIDENT SWAN

16 October 2008

CERTIFICATE

This matter coming on for hearing before the Commission on 2 October 2008, 8 October 2008 and 16 October 2008 the Commission certifies the following written agreement:

Somerset Regional Council - Officers' Certified Agreement 2008 (CA/2008/123)

made between:

- Somerset Regional Council (ABN 50 138 958 249)
- Queensland Services, Industrial Union of Employees

The agreement was certified by the Commission on 2 October 2008 and shall operate from 2 October 2008 until its nominal expiry on 30 June 2011.

This agreement cancels the Council of the Shire of Esk Union Collective Agreement 2006 (Agreement No. 061175785) and the Kilcoy Shire Council Certified Agreement 2005 (AG2005/5356).

By the Commission.

D.A. SWAN
Deputy President

Attachment A

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Somerset Regional Council
ABN No. 501 389 582 49

AND

Queensland Services, Industrial Union of Employee (QSU)
ABN No. 863 516 656 53
(No. CA of 2008)

SOMERSET REGIONAL COUNCIL – OFFICERS’ CERTIFIED AGREEMENT 2008

APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on 1st July 2008 between Somerset Regional Council, ABN 501 389 582 49 and Queensland Services, Industrial Union of Employee (QSU), witnesses that the parties mutually agree as follows:

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PART 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as Somerset Regional Council – Officers’ Certified Agreement 2008.

1.2 Purpose of the Agreement

This Agreement recognises that, for this Organisation to survive the increasing pressures for competitiveness, it will need to optimise utilisation of its resources, namely employees, infrastructure (e.g. offices, depots, computers etc.) and plant.

This Agreement is continuation of the process in achieving optimisation of Council resources. This Agreement is to provide the framework for the Somerset Regional Council to become a leader in Local Government through increased efficiency, customer service and productivity.

This will be achieved by the parties committing to:

- Continuation of Total Quality Management (TQM)
- Improved job security
- A high level of teamwork
- Improvements in job satisfaction
- Addressing workplace health and safety issues
- Multi-skilling, training and further education courses
- Unity - operating as a single unit rather than a splintered collection of small parts
- Adopting a more flexible approach to ensure that Council's processes become more streamlined
- Recognition of the need for adherence to quality standards in the provision of services
- Development of realistic performance indicators in order to monitor effectiveness
- Providing improved employment conditions.

1.3 Parties Bound

The parties bound to the Agreement are –

- (a) Somerset Regional Council and the following unions;
- (b) Queensland Services, Industrial Union of Employee (QSU)

1.3.1 LGEG - Local Government Employment Group

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. The SBU representatives and Council management representatives will form the membership of the LGEG which has negotiated

this Agreement and will monitor and implement this Agreement. It is agreed that the LGEG will be the committee through which genuine consultation and discussion regarding any workplace reform or changes will occur between Council, employees and the QSU. The LGEG will meet every three (3) months as a minimum.

1.4 Agreement Coverage

This Agreement, known as the Somerset Regional Council - Officers' Certified Agreement 2008, shall apply at the Somerset Regional Council to all employees who are employed within the administrative, technical and community & environmental unit of the Council.

This Agreement shall not apply to employees who have undertaken an individual performance based employment contract with the Somerset Regional Council being:

- Manager Operations
- Manager Finance
- Manager Corporate & Community Services
- Manager Planning & Economic Development
- Overseer
- Works Engineer
- Utilities Engineer
- Design Development Engineer
- Senior Environment & Building Surveyor

1.5 Date of Operation

This Agreement shall operate from the beginning of the first full pay period to commence on or after the date of 1st July 2008 and shall remain in force until 30th June 2011.

1.6 Review of Certified Agreement

The parties undertake to commence discussions on a replacement certified Agreement, six (6) months prior to the expiry of this agreement.

1.7 Posting of Agreement

A true copy of this Agreement shall be displayed in the workplace with convenient access for employees.

1.8 Relationship to Parent Award

This Agreement shall be read and applied in conjunction with the terms of the parent Award listed below as applying at the time of making this Agreement. Provided that where there is any intended inconsistency between this Agreement and the Award this Agreement shall prevail to the extent of the inconsistency.

- Queensland Local Government Officers' Award 1998

During the life of this Agreement Council undertakes not to enter into term contract employment arrangements with employees or prospective employees for positions at or below classification Level five (5) excluding specific projects, maternity leave, traineeships, apprenticeships etc.

PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

At all times terms and conditions of employment will be based upon the specific business needs of the Council and be applied within the provisions of this Agreement.

2.1 Ongoing Application of Local Government Workforce Transition Code of Practice

Council agrees to apply the terms and conditions of the Local Government Workforce Transition Code of Practice for three (3) years from 15th March 2008.

Best of – wages, terms and conditions of each current industrial instrument that is most favourable to employees

As a principle of this Agreement, Council agrees to apply the provisions of each of the pre-existing industrial instruments, including interim administrative agreements that are the most favourable to the employees to whom this agreement applies, to ensure that no employee is disadvantaged.

Income maintenance with EBA wage increases, as a minimum, for the term of the Agreement if redeployed to a lower classification level.

When an employee accepts redeployment to a position that is a lower classification level than their previous classification level the Council agrees to maintain an employee's income/salary/wage until either:

- (a) the employee is no longer employed by the Council; or
- (b) 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.

Council agrees to apply all wage increases provided for in this agreement to the employee's maintained income/salary/wage.

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

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.

No forced relocations

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

Transfers

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. The term transfer will have the same meaning as defined in the Local Government Workforce Transition Code of Practice.

Transfer expenses

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. 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.

No forced redundancies

The Council agrees not to retrench an employee for the duration of this agreement.

Recruitment and Selection

All positions must have a position description. All positions will be classified in accordance with the level definitions provided for in Schedule A of the Queensland Local Government Officers' Award 1998 and the additional provisions set out below.

The Council agrees that appointments to any vacancies for the duration of this agreement will be in accordance with the following recruitment and selection process.

There will be no spilling of positions across the organisation.

Selection and appointment to all positions will be made in accordance with the principles of best fit.

Appointments will be by direct translation or redeployment in the first instance. This means that positions will not be advertised or sought by an Expression of Interest in the first instance.

Direct Translation means that where the number of existing positions in the existing council organisational structure is the same or less in the new organisational structure you will be appointed into a position within your current occupational group at the same or one higher classification level with no recruitment and selection process being conducted.

Redeployment is the process of appointing a transmitted employee who is deemed surplus to organisational requirements, into another suitable position.

Redeployment must be to another suitable position at the same classification level or one higher, with similar terms and conditions of employment and location.

Redeployment to positions that are classified at one classification level lower must be by agreement.

After three months of redeployment to a position at a lower classification level, an employee who is not satisfied with the redeployment can request to be considered for further redeployment.

If an employee accepts redeployment to a position at a lower classification level the employee will be paid income maintenance and continue to receive wage increases.

Where positions cannot be filled following direct translation or redeployment appointment to remaining vacant positions will be filled using a closed merit selection process.

It is noted that the organisation structure for Somerset Regional Council has been adopted and officers appointed prior to the commencement of this agreement. It is agreed between the parties that Council has the right to call applications for vacant positions from both internal and external to the organisation simultaneously.

Continued Travel Claims

The Council agrees that permanent transferred employees (from the amalgamation of councils) will be provided with a pooled vehicle and fuel expenses from 15th March 2009 for travel between Kilcoy and Esk offices. Employees will travel in their own time and this vehicle is to be used for courier duties for the life of the agreement.

2.2 Termination of Employment / Redundancy

In order to terminate the employment the following periods of notice shall be given by the respondent or officer, or payment in lieu thereof or a combination of both:

Period of continuous service period of notice:

1 year or less -	1 week
Over 1 year and up to the completion of 3 years -	2 weeks
Over 3 years and up to the completion of 5 year -	3 weeks
Over 5 years of completed service -	4 weeks

An officer who defaults on giving the required period of notice shall forfeit pay for that period.

In addition to this notice, officers over 45 years of age at the time of the giving of the notice with not less than two (2) years continuous service shall be entitled to an additional week's notice.

Payment in lieu of notice will be made if the appropriate notice period is not required to be worked, with payment based on the wages an officer would have received in respect of ordinary time they would have worked during the notice period.

The period of notice in this clause shall not apply to cases of serious misconduct justifying summary dismissal.

Redundancy

Introduction of Change

Application of clause

This clause applies if, in relation to a major change except any change occurring as a direct result of local government reform that occurs up until 30 June 2011, any of the following circumstances occurs or exists:

- (a) council, by resolution, makes a decision to introduce and/or implement major change;
- (b) council, by resolution, determines to investigate, propose, or otherwise consider introducing and/or implementing major change;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) 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.

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.

Definitions

For the purposes of this clause:

“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.

“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;

“circumstance” means any of the circumstances set out within this clause.

“affected employee” means each employee on whose employment, conditions and/or pay the major change may have significant effects.

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 QSU, of the major change.

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 QSU, and the discussions will include, without limitation:

- (a) the introduction of the major change;
- (b) the effects the major change is likely to have on employees;
- (c) measures to avert or mitigate any adverse effects of the major change on employees.

Council shall give prompt and genuine consideration to matters raised by affected employees and/or the QSU in the course of or otherwise in connection with the discussions required by this sub-clause.

Council to provide information to facilitate discussions

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

- (a) the nature of the changes proposed;
- (b) the anticipated effects of the changes on employees; and
- (c) 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.

Redundancy

This clause does not apply to any redundancies, redeployment, retrenchments or voluntary retrenchments that occur as a direct result of local government reform that occurs up until 30 June 2011.

Objectives

The chief objectives of this clause are:

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

Definitions

- (a) “Redundancy Decision”, in relation to redundancy, means a decision of council, in its capacity as a local government for the purposes of the Local Government Act 1993 (Qld), or any other conclusion, determination or decision of the Council, which decision has caused, will cause, or is likely to cause, a position or positions to become redundant.
- (b) “likelihood of redundancy” means a circumstance in which a reasonable person would or ought to know that it is more likely than not that a position or positions are or will become redundant, and includes the following circumstances:
 - i) council, by resolution, determines to investigate, propose, or otherwise consider introducing and/or implementing change that would or would likely result in redundancy;
 - ii) the CEO and/or senior staff of Council makes or make a proposal or recommendation to Council that, if accepted, introduced and/or implemented, would or would likely result in redundancy;
 - iii) a consultant, contractor, or other relevant external party makes a proposal or recommendation to Council that, if accepted, introduced and/or implemented, would or would likely result in redundancy;
 - iv) senior staff of Council make a proposal or recommendation to the CEO that, if and however accepted, introduced, and/or implemented, would or would likely result in redundancy;
 - v) 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 or would likely result in redundancy;
- (c) “Redeployment” means the transfer of an employee to from their existing position to a suitable alternative position within Council, where the employee’s existing position is redundant.
- (d) “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.
- (e) “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:
 - i) 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
 - ii) where an employee suffers a permanent injury or illness which renders that employee otherwise incapable of continuing in employment; or
 - iii) where an employee's services are terminated by reason of neglect of duty or misconduct; or
 - iv) where an employee has been engaged in a casual capacity or on a short term basis, or
 - v) where an employee has not been engaged for a continuous period of at least twelve (12) months.
- (f) “Retrenchment” means the termination of employment of an employee whose position has become redundant.
- (g) Notice of redundancy means the formal advice to an employee that the employee’s position is or will be redundant.

- (h) “Redundancy notice period” means the period of 28 days referred within this clause.
- (i) 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).
- (j) Actual Rate of Pay is the ordinary rate of pay as at the date of redeployment.

Consultation with relevant Employees and the QSU

- (a) This sub-clause applies if there is a likelihood of redundancy.
- (b) The Council shall at the earliest practicable time provide all relevant details to the employees concerned and the QSU and arrange discussions with the employees and the QSU.
- (c) Relevant details to be provided to the employee and the QSU shall include:
 - i) the reasons for the redundancy or likely redundancy of each position affected;
 - ii) the number, classification, location and details of the positions that are or are likely to be redundant;
 - iii) presentation of an organisational plan of the work unit concerned.
- (d) Discussions with the employees and the QSU shall include:
 - i) the method of identifying positions as redundant, having regard to the efficient and economical working of that enterprise;
 - ii) advice and the timing of that advice to the employees.

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 QSU shall receive twenty-eight (28) days’ notice of the redundancy taking effect.

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) Employees who are redeployed to another position will be eligible for retrenchment and any other benefits pursuant to this clause that apply in the absence of redeployment should it be found within three months by either themselves or the Council that the alternative position is unsatisfactory.

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.

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.

Redundancy benefits

It is agreed between the parties that an employee who is retrenched or accepts an offer from Council to voluntarily retire or applies and is accepted by Council to voluntarily retire is entitled to a payment equal to the employee's salary/wage for two weeks for each year of continuous service with a Council in Queensland and a proportionate amount for an incomplete year of service with Council.

However, the employee:

- (a) must receive an amount equal to the employee's salary/wage for four (4) weeks; but
- (b) must not receive an amount more than the employee's salary/wage for fifty-two (52) weeks.

If the employee applies for or accepts an offer to voluntarily retire within two (2) weeks of the offer being made, or is retrenched, the employee is also entitled to a further payment equal to the employee's salary/wage for thirteen (13) weeks which shall apply from a date not longer than two (2) weeks after the offer is accepted. This benefit includes payment in lieu of notice. This benefit reduces by the equivalent of one (1) weeks salary/wage for each weeks delay in exiting the Council.

An entitlement to a payment under this clause is in addition to any other entitlement to payment under this agreement or otherwise.

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 twenty-eight (28) 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.

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 28 days before the date on which retrenchment is to take effect.

Transmission of Business

This clause will apply where the employer (the old employer):

- (a) Proposes to transmit to a new employer the business or any part of the business covered by this Agreement
- (b) Transmits to a new employer the business or any part of the business covered by this Agreement

Where an old employer proposes to transmit the business or any part of the business, the old employer shall:

- (a) Notify the employees affected and the QSU of the proposed transmission; and
- (b) Discuss with the employees affected and the QSU the effect of the transmission of business.

The discussion will commence as soon as practicable after a decision has been made by the old employer to transmit the business or part of the business.

The old employer will consider and respond to any reasonable concerns raised by employees and the QSU about the terms of the proposed transmission. In the event of a dispute about the old employer's response to concerns raised by employees, the disputes settling clause of this agreement will be utilized to resolve these concerns,

The old employer shall provide in writing the name of the employing entity that is proposing to acquire the business or part of the business and facilitate discussions between the employees and the QSU and the proposed new employer.

The employer shall include as part of any tender specifications or offer of sale documents, and within any contractual arrangements with the new employer, the obligation for the new employer to apply terms and conditions of employment, including the employer contribution to superannuation, that are equal to or superior to those which applied to each employee immediately prior to the transmission of business occurring, including terms and conditions derived from this Agreement, any applicable Award, policy or common law contract or other relevant employment arrangement applicable at the time of the proposed transmission.

The old employer shall ascertain whether the new employer proposes to recognise and accept responsibility for all previous service and accrued entitlements of employment arising from that service, including, but not limited to, accrual of benefits and service in respect of:

- (a) Annual Leave
- (b) Long service leave

If the new employer does not propose to accept responsibility for and recognise all previous service and accrued entitlements, the old employer must, immediately prior to the transmission of the business, pay to employees their accrued entitlements derived from all industrial instruments specified above and in doing so shall recognise all service with the old employer (plus any previous service recognised by the old employer) in accordance with this Agreement, based on recognition of all service with the old employer.

To avoid doubt, the period of employment which the employee has had with the old employer or any prior employer which has been recognised by the old employer shall be deemed to be service of the employee with the new employer, for all purposes.

Any dispute over the application of this Agreement may be referred to the QIRC in accordance with the provisions of the dispute settling clause of this agreement.

2.3 Grievance Procedures

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.

- (a) 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.
- (b) If the matter is not resolved at this level, the employee/s shall discuss the matter/s at issue with the next highest level of management and the employee/s may elect to be represented by an authorised officer of the QSU.
- (c) Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer and an authorised officer of the QSU who will attempt to facilitate a resolution.

- (d) 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 remains unresolved, arbitration.
- (e) 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.
- (f) 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.
- (g) The above procedures do not restrict the Council or an authorised officer of the QSU from making representations to each other at any stage in this procedure.

2.4 Employment Security & Relations

The parties agree that the consultative approach to productivity and efficiency initiatives should enhance the operations of the Council.

The parties are committed to continually improving the job security of employees by:

- (i) training and educating employees and providing retraining where appropriate;
- (ii) career development and equal opportunity;
- (iii) both parties agree to fully co-operate in achieving the above principles, including the re-allocation of staff wherever necessary.

Maintaining a Permanent Workforce

Council will maintain a permanent workforce during the term of this agreement. Council will achieve this by the employment of permanent full-time and permanent part-time employees. Nothing in this clause prevents the employment of Casual employees as per the relevant Award.

There will be no net loss of jobs during the term of this agreement or as a result of reform. Service delivery levels provided by Council will be maintained and/or improved during the term of this agreement. Savings through economies of scale or otherwise will be returned to the community through additional services and service levels and not as reductions in staffing levels or employment conditions or wages.

Council acknowledges that 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. Council agrees to deliver all Council services to the community by Council employees except in cases where it is necessary to utilise the services of specialist staff.

Council maintains not to use any shared resource if such use was designed to reduce employment with Somerset Regional Council.

Positive Employment Relations

The Council will, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.

Full details of the QSU workplace delegate will be made available in the Employee Handbook. New employees will receive information to this effect during their induction session.

Workplace Delegates

The Council recognises the role that QSU 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 QSU that an employee has been appointed as a workplace delegate the Council will recognise the employee as an QSU 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;

- (c) reasonable access to representatives of the Council for the purpose of resolving issues of concern to union members;

Facilities and Conditions

The following facilities and conditions will be made available to QSU workplace delegates and members of the Local Government Employment Group.

- (a) Wherever possible meetings should occur in normal working time. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings.
- (b) Reasonable access to normal Council facilities such as typing, word processing, photocopying, postal system and telephone, storage facilities, email, notice boards and meeting rooms.
- (c) Access to a room with normal office facilities will be provided to discuss employment matters.
- (d) No employee will be disadvantaged as a result of activities conducted in accordance with this Clause.

Workplace Delegates Leave

A QSU workplace delegate, or an employee nominated by the QSU, may be granted paid leave of absence of up to five (5) days per person per annum to attend any of the following:

- (a) Trade union training or specific QSU training courses approved by the QSU or ASU; and
- (b) QSU or ASU annual or biennial conference; and
- (c) QSU or ASU executive meetings; and
- (d) Biennial congress of the ACTU; and
- (e) To undertake a secondment to the QSU or ASU.

This paid leave is to be negotiated and at the sole discretion of the Chief Executive Officer - Somerset Regional Council.

Right of Entry

An authorised officer of the QSU will have rights of access and entry to the premises of the Council for the following purposes:

- (a) Meeting with workplace delegates; and
- (b) Meetings with members of staff; and
- (c) Meetings with relevant management team members on matters associated with agreement or current industrial workplace issues; and
- (d) To conduct union business matters or matters incidental to union business.

Meetings

Employees will be entitled to reasonable time off with pay within working hours to attend meetings designed to negotiate further agreements.

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 QSU. The QSU workplace delegate will be provided with access to this space.

2.5 Job Sharing

Under this Agreement, two (2) or more people may share a job, and the job need not be shared equally. For example, it may suit the Council and the Job Sharing staff that one (1) person works three (3) days a week and another works the other two (2) days and all other conditions shall apply and a separate signed agreement will be made between the employees and Council when entering into these arrangements.

A Job Share employee will have access to review and annual increments on the same basis as a full-time officer.

2.6 Agreement to Work from Home

Home based work is an innovative response to the opportunities presented by changes in technology as well as issues including greater flexibility of working hours and matters involving persons with family responsibilities.

Each employee wishing to undertake work from home will be given the opportunity to negotiate an agreement with the employer addressing the following criteria:

- Insurance
- Equipment
- Career development
- Termination and re-negotiation
- Access arrangements
- Security
- Workplace Health & Safety
- Workers Compensation
- Child Care
- Any other applicable matters

It is agreed between the parties that agreement to work from home would be assessed on an individual case-by-case agreement, and would have to be mutually beneficial and agreeable.

2.7 Training

In order to increase productive capacity of Somerset Regional Council and to achieve agreed objectives, a commitment to training and skill development is needed. Areas requiring training include, but are not limited to:

- Participating in consultative processes
- Quality improvement
- Customer service
- Occupational health & safety
- Job/work skills
- Performance measurement
- Participating work redesign processes
- Technological skills

The parties agree that a training needs survey will be conducted to determine the training and skills development needs of all employees.

Council agree to budget annually to provide funds to conduct appropriating training and skills development for its employees.

2.8 Performance Appraisals

It is agreed between the parties that a Staff Development Team, which will include employee and management representatives and the Human Resource Coordinator, be formed to develop an Employee Development Program. This program will include developing position descriptions and identifying training needs. Performance appraisals will be carried out every twelve (12) months.

2.8.1 Reclassifications

Refer to Appendix "B" for reclassification procedures.

2.9 Workplace Health & Safety

To ensure the health and safety of all employees in the workplace, Council agrees to abide by the requirements of the Workplace Health & Safety Act (1995) and regularly review and maintain its Workplace Health & Safety Management Plan and Rehabilitation Policy and Procedures.

PART 3 – DEFINITIONS, WAGES AND ALLOWANCES

3.1 Definitions

"**Council**" shall mean the Somerset Regional Council

"**LGEG**" shall mean Local Government Employment Group

"**QSU**" shall mean Queensland Services, Industrial Union of Employee

"**Productivity**" shall mean the effective and efficient use of resources to achieve the goals and objectives of the organisation.

"**Emergencies**" shall mean where there is potential for loss of life or property damage.

"**Staggered Starting**" shall be defined as commencing a portion of the workforce at the beginning of the day before 6.00 a.m. and commencing another portion of the work-force so as to conclude at the end of the day after 6.00 p.m.

"**Genuine Family Needs**" shall mean, for the purpose of this agreement, either illness or crisis in the immediate family, or the need to avoid leaving children unattended.

"**Consultation**" an exchange of information by the parties and the affected employees prior to the decision being made, enabling all the participants to genuinely contribute to the decision making process.

"**Training**" means a structural competency based, skills needs assessment and training management program, for both the enterprise as a whole and each individual employee.

"**Best Practice**" to be the best in each area of Council activity. This incorporates the concept of improvement performance measurement, bench marking and team based approaches to problem solving

"**Time in Lieu**" time in lieu is time taken off and paid for on the same equivalent as the time actually worked.

"**Ordinary Rates of Pay**" the pay rates as detailed in Appendix "A".

"**Full-time employee**" shall mean a weekly hired employee who works on average 38 ordinary hours per week.

"**Part-time employee**" shall mean a weekly hired employee who works a constant number of hours per week less than the ordinary number of hours prescribed for a full-time employee. The minimum engagement for a part-time employee shall be 15 hours per week.

"**Casual employee**" shall mean an employee who is engaged as such and is paid on an hourly basis to work for less than the ordinary number of hours prescribed for a full time employee. A casual employee is not entitled to annual leave, sick leave, or other such entitlements. The minimum engagement for a casual employee shall be 4 hours per engagement.

3.2 Wages

This agreement provides for the following wage increase/s:

- Effective from the first full pay period on or after 1st July 2008 all adult employees engaged under the provisions of this agreement shall be entitled to a wage increase of 4.5%. Junior employees will be entitled to a proportional increase.
- On the first full pay period on or after each succeeding 1st July for the term of the agreement a further wage increase of **4.8%** will be applied to the wage scales applicable under this agreement. Provided that, if the Safety Net Adjustment as decided by the Queensland Industrial Relations Commission provides an increase higher than the proposed **4.5%** in 2008 and **4.8%** in succeeding years, the Safety Net Adjustment will apply from the date of a ruling to apply such Safety Net Adjustment to the Parent Awards noted in this agreement.

3.2.1 Wage Rates – Full-Time Employees

Appendix “A” attached, details the wages payable to the various classifications in the relevant Awards.

Annualisation of Salary

This agreement shall be paid in twenty-six (26) equal fortnightly instalments as though equal hours were worked in each fortnight. An hourly rate will be calculated for each classification for the payment of overtime, sick leave and annual leave or to make other necessary adjustments.

In the event that the services of an employee are terminated for any reason whatsoever, payment of salary in the particular fortnight in which the services of the employee conclude will be made on an hourly basis for the number of hours actually worked by the employee. Any necessary adjustment for work performed in the immediately previous fortnight will also be undertaken.

Salary Progression – Level 1

Progression to Level two (2) for Level one (1) Officers will be automatic on the completion of two (2) years satisfactory service and the completion of a Certificate III course in an appropriate discipline.

Thereafter incremental progression as prescribed in “Salary Increments” clause of the Queensland Local Government Officers’ Award shall provide for advancement to the fourth increment of Level two (2).

This provision is not to preclude more rapid incremental advancement within the above mentioned salary levels. All other provisions of the Award shall apply.

Salary Increments

Movement to the next highest salary point within a level will be by way of annual increment subject to the officer having given satisfactory service for the prior twelve months in accordance with a Staff Development and Appraisal System developed by Council in consultation with officers who may be represented by their nominated representative in such consultation.

Where Council chooses not to implement a Staff Development and Appraisal System, movement between salary points will occur at yearly intervals.

Work Area Agreements

The parties agree that there is a need to address workplace efficiencies, effectiveness and services so that Somerset Regional Council and its employees improve their competitiveness into the future.

In this regard, the parties commit themselves to being able to establish Work Area Agreements at specific work locations for the purpose of improving efficiencies, effectiveness and service provision at those specific locations.

Work Area Agreements may be negotiated between the parties following approval of the LGEG, in accordance with the process detailed below:

Process:

1. Management, unions or employees identify the areas for Work Area Agreements.
2. The LGEG will consider the Work Area Agreement, recognising that its role will be one designed to assist and advise the local negotiations.

3. Once the area has been identified, there must be a transparent and participative process put in place that involves all parties:
 - (a) the issues should be identified;
 - (b) define the method for progressing further discussions;
 - (c) adequate training would be provided if requested by employees and/or management;
 - (d) the parties, including all employees affected, should negotiate in an endeavour to reach agreement;
 - (e) the agreement must be accepted by a simple majority (50% + 1) of the employees affected.
 - (f) when agreement is reached the negotiating parties should sign off and refer the agreed position to the LGEG for ratification.
4. The LGEG will determine the format in which the Work Area Agreement will be implemented as part of the collective agreement and endorse same by the signature of the nominated representatives of Management, and the Unions. All endorsed Work Area Agreements will form part of the Certified Agreement and be included in Appendix "B".
5. Each Work Area Agreement agreed to during the life of the Certified Agreement will be attached as a appendix to the replacement Certified Agreement.
6. It is acknowledged by the parties that any Work Area Agreements agreed to during the life of this Certified Agreement will not form a part of this Certified Agreement, unless a variation to this Certified Agreement is made to incorporate its terms.

3.3 Occupational Superannuation

Respondents shall contribute on behalf of each officer an amount into the Local Government Employees Superannuation Scheme established pursuant to the terms and conditions as set out in Chapter 17 of the Queensland Local Government Act 1993.

Salary Sacrifice – Superannuation

- (a) Employees may elect to take their salary by means other than money by way of a salary sacrifice arrangement. The CEO, on behalf of Council, and an employee, may agree in writing, that the employee can sacrifice a part of their salary to benefits agreed between the parties, including superannuation.
- (b) The salary of the employee for the purpose of any allowances or payments which are directly related to the employee's salary shall be the pre-salary sacrifice rate of pay, that is, the salary set out in this agreement as subsequently increased in accordance with this agreement.
- (c) The Council encourages the employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.
- (d) All salary sacrifice agreements will be subject to any Federal taxation laws and rulings affecting salary sacrifice arrangements that may be introduced or amended from time to time, and (in the case of superannuation) to the requirements of the Local Government Superannuation Scheme.
- (e) The costs of any outgoings that might be incurred by the Council in a salary sacrifice or salary-packaging arrangement shall be borne by the employee.

3.4 Allowances - On Call

The following will be paid when an employee is on call or on standby for emergency work except where the on call allowance has been annualised.

- (a) Monday to Saturday - An employee directed to remain on call or on standby for emergency work during any day or night outside their ordinary working hours shall be paid the allowance set out in On Call Allowance Clause of the Local Government Employees' State Award for each day and/or night during which the employee remains on call.
- (b) Where an employee is required to remain on call on any Sunday or any public holiday the employee shall be paid for such Sunday or any public holiday a sum equal to their pay for a working day of 8 hours:

Provided that if any employee whilst on call is required to perform any work, the employee shall be paid for the time so worked at the appropriate overtime rate prescribed, in lieu of the above rate and the sum abovementioned shall be reduced by an amount bearing the same proportion to such sum as the time worked at overtime rates bears to the period of 8 hours:

Provided further, if the time worked by the employee at overtime rates is 8 hours or more, then the employee shall be entitled to receive only the amount earned by the employee at overtime rates.

- (c) Employees directed to remain on call must be able to be contacted and be able to respond within a reasonable time.
- (d) An employee shall not be considered to be on call due solely to a customary arrangement whereby an employee returns to the employers premises outside ordinary hours to perform a specific job.
- (e) Where an employee is required to remain on call on any public holiday, and is not called out, payment will be either of the following, as elected by the employee.
 - i. to have the equivalent of one day added to their RDO accrual balance; or
 - ii. payment for an 8 ordinary hours

In no instance is any employee entitled to both sub clauses. It is the employee's responsibility to clearly mark on their timesheet in the applicable section, which option is desired.

- (f) If the employees RDO accrual has reached the cap of five (5) days the following payment will be made when work is performed by the employee on a public holiday.

Payment of eight (8) hours ordinary pay at normal wage rates less time worked which will be paid at the applicable overtime penalty rates.

Annualisation of On Call Allowance

Employees who are required to be on call as part of their normal work will have the option to annualise this allowance to form part of the employee's salary and as such be included in the employee's superannuation ordinary time earnings.

The option to annualise the on call allowance is available to the Construction & Maintenance Foremen, Local Laws Officers and Water & Sewerage Foreman.

PART 4 – HOURS OF WORK

4.1 Hours of Work

Employees agree to work a 38-hour week as a standard condition of employment.

The ordinary hours of duty of employees covered by this agreement, shall not exceed seventy-six 76 hours per fortnight or eight hours and thirty minutes (8 hours 30 minutes) per day, to be worked Monday to Friday, both days inclusive, between the hours of 6.00 a.m. and 6.00 p.m. and ordinary hours worked within these time spans shall be paid at ordinary rates of pay. These ordinary hours will be worked in line with a nine (9) day fortnight regime.

A meal break of thirty-four (34) minutes shall be taken no later than five (5) hours after the commencement of duty notwithstanding the provisions of Clause 4.4 Flexibility of Meal Breaks of this Agreement. Two ten (10) minute breaks shall be allowed for the purposes of morning and afternoon tea to be taken at a mutually convenient time one break prior to the meal break and one after the meal break.

Notwithstanding the above, by mutual agreement and after full consultation (which shall take into account genuine family needs) with the employees concerned, employees may work ordinary hours between 5.00 a.m. and 8.00 p.m. without attracting penalty rates or shift loadings, and this shall not be deemed to be shift work.

Requirement to Work Same Hours as Outdoor Staff

Foremen, and other employees engaged under the terms of this agreement who are required to work the same hours as Outside Workforce Employees shall be entitled to work under the nine day fortnight working arrangement applicable to Outside Workforce employees.

Staggered Start Times

It is agreed between the parties that in some instances, "staggered starting" would be beneficial to Council's operations and all parties agree to co-operate in achieving these benefits.

Introduction of staggered starting will occur with full consultation with employees and will be to meet the business and best practice needs of Council.

4.2 Overtime

It is agreed between the Parties that an officer (Levels 1 to 8 inclusive) may be required to work overtime in situations where it is necessary to meet the business needs of Council, and in accordance with best practice, and/or it's cost-effectiveness to complete a task. As much warning as possible is to be given, of the requirement to work overtime and personal circumstances are to be taken into account.

In situations where an employee is required to work outside of ordinary working hours, the employee may, with the mutual consent of their manager, elect to take time off in lieu of overtime payment for the actual hours worked. This does not apply to employees who are on-call or are called back to work (overtime is to be paid when an employee is called back to work).

Time off in Lieu and Overtime are subject to the following provisions:

- (a) Employees must obtain their Manager's approval before working any overtime whether they choose to be paid normal award overtime rates or accrue it as time in lieu.
- (b) Leave taken from an employee's time in lieu accrual shall be taken at a time mutually agreed upon between the employee and their Manager. Such agreement shall not be unreasonably withheld. If such agreement is refused by the respondent the overtime accrued shall be immediately paid at normal award overtime rates.
- (c) Employees may accrue a maximum of thirty-eight hours (38). Any time worked beyond thirty-eight (38) hours, will be paid at normal award overtime rates in the relevant pay period.
- (d) On termination, any balance of time in lieu is to be paid out at ordinary time rates.

4.3 Flexibility of Work Arrangements

The parties agree that individual flexible working arrangements may be beneficial to both the employees and the Council. A flexible working arrangement agreed to under this clause may apply solely to an individual or may affect a group of individual employees. The details of each flexible working arrangement will be discussed and agreed to in writing by the employee and the Chief Executive Officer. The original of any such agreement shall be maintained in the employee's personnel record and a copy provided to the employee. The conditions stipulated in the agreement can be varied, if deemed necessary, only with the agreement of the employee and the Chief Executive Officer and if again recorded in writing, signed and maintained in the employee's personnel record.

An approach for flexible working arrangements for any employee or group of employees can be initiated either by the employee (or employees) or the Chief Executive Officer.

4.4 Flexibility Meal breaks

It is agreed between the parties that, where the efficiency of Council may be increased through a job being completed, or work being continued, for up to one (1) hour into the normal meal break, the meal break may be delayed up to a maximum of one (1) hour.

Penalty rates will only apply for any delay in excess of one (1) hour.

5 PART 5 – STATUTORY HOLIDAYS, LEAVE

5.1 Annual Leave

Council and employees recognise the need for employees to take their annual leave to ensure appropriate rest and recreation. To achieve this end employees will be encouraged not to accrue any more than eight (8) weeks annual leave at any one point in time. This clause may be varied in individual cases as determined by the CEO.

Annual Closedown

Continuation of the annual closedown of the Kilcoy Office and Library for a period of three (3) days during the Christmas / New Year period will continue until further notice. These arrangements at Kilcoy may be varied in the future for genuine business reasons, eg, QGAP operations.

All employees, excepting a skeleton staff at the former Esk Shire Council workplaces may take annual or other accumulated leave during the Christmas/New Year period. Approval for employees to “work up” accumulated time for this purpose, will not unreasonably be withheld.

5.2 Maternity /Paternity Leave

It is agreed between the parties that female employees be eligible for six (6) weeks paid maternity leave, to be taken at the commencement of their maternity leave, upon the completion of two (2) years permanent continuous service and for subsequent pregnancies, one year of permanent continuous service. This leave can be taken as six (6) weeks full pay or twelve (12) weeks half pay or as a lump sum payment.

It is agreed between parties that by mutual agreement, female employees taking unpaid maternity leave, may return to work for specific projects, or on a part-time basis as casual employees, without jeopardising the right to complete the period of unpaid leave. The date set for return to work from unpaid leave will not be extended beyond the twelve (12) month period.

Staff receiving maternity leave payment are expected to return to work and complete the equivalent of three (3) months full time employment post maternity leave. Employees failing to complete this time will be required to pay back the maternity leave on a pro-rata basis.

It is agreed between the parties that by mutual agreement, female employees may return from maternity leave into a job share situation.

The employer shall notify and consult with female employees on maternity leave in relation to any proposed change of position description, work, work tools and/or restructure that would have a significant direct impact on the employee concerned upon the employees' return to the workplace. The method of this consultation may vary from circumstance to circumstance dependent on the availability of the employee, but the obligation is there for a genuine attempt to be made to fulfil this process.

It is agreed between the parties that for the purpose of paternity leave the definition of Personal Leave will include leave during the actual birth of the child for up to two (2) days for the partner of the mother, being de-facto or spouse.

The partner is also entitled to one (1) week unpaid paternity leave.

5.3 Personal (Sick and Carers) Leave

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

All full-time employees engaged under the provisions of this agreement shall be entitled to fifteen (15) days (i.e. 114 hours) personal leave per annum. Such leave shall be cumulative to the extent provided by the Local Government Officers Award.

Paid personal leave is available to an employee, other than a casual employee, when they are absent:

- due to personal illness or injury; or
- for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.

Definitions

The term **immediate family** includes:

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

Any absence on personal leave that exceeds two (2) consecutive days shall be contingent upon production by the officer concerned of either a certificate from a duly qualified medical practitioner or other evidence of illness satisfactory to the Council.

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

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

Personal leave may accumulate to a maximum of 32 weeks (160 days).

All other provisions are as per the Queensland Local Government Officers' Award 1998.

5.4 Long Service Leave

Accrued leave can be accessed after completing seven (7) years of continuous service from commencement of employment. All leave taken will be deducted from the accrued entitlement and will not be considered an ex-gratia payment to the employee. All other provisions are as per the Queensland Local Government Officers Award 1998.

5.5 Rostered Days Off

Council agrees to employees working seventy-six (76) hours over nine (9) working days to allow employees to have a Rostered Day Off each fortnight. Such officers shall work daily hours appropriate to their work area.

The Rostered Day shall be taken on any day Monday to Friday and shall be determined by the Supervising Officer after consultation with the officer.

Leave Debits - Sick Leave, Annual Leave

All officers will be debited the actual hours they would have worked on the particular day or days concerned thereby maintaining the nine day fortnight accrual concept at all times

Sick Leave on Rostered Day Off

Officers who become sick on their Rostered Day Off shall not be entitled to claim sick leave on such occasions as the Rostered Day Off.

Public Holiday on Rostered Day Off

Officers shall be entitled to a further day off if a Public Holiday falls on a Rostered Day Off.

It is agreed between the parties that non urgent medical and dental appointments and other private activities be taken on the employee's Rostered Day Off (RDO) and that where this is not possible, the employee seek permission to switch RDO's in order that time off work is minimal.

It is agreed between the parties, that in order to meet the business needs of Council and best practice, or where, in the opinion of a project supervisor, there are cost efficiencies to be introduced by working on scheduled Rostered Days Off, rostered days off will be worked at ordinary rates of pay with a maximum of five (5) RDO's being banked and with the days off being taken by mutual arrangement. It is further agreed the taking off of banked RDO's not exceed two (2) days consecutively.

5.6 Bereavement Leave

All employees, on the death of a member of their immediate family in Australia, are entitled to paid bereavement leave up to an including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two (2) ordinary days of work. Where interstate or extensive intrastate travel is involved or in any other circumstances at the discretion of the Chief Executive Officer an additional three (3) days paid leave may be taken by employees as a deduction from their personal leave balance.

Proof of such death is to be furnished by the employee to the satisfaction of the Chief Executive Officer.

5.7 Leave Without Pay

Leave without pay for purposes other than bereavement, family, study, or sickness and other than provided in the relevant Award, may be granted to any employee at the discretion of the Chief Executive Officer. Such leave will

not constitute a break in the continuity of service of the employee, however, accrual of benefits and leave during this period will be suspended.

5.8 Natural Disaster Leave

An employee who is prevented from attending the employee's normal place of employment because of floods and/or severe storm and has provided telephone notification, may be granted leave without loss of pay in the following circumstances:

- It is not practicable for the employee to attend duty at another office;
- The employee is required to return home before the employee's usual ceasing time to ensure personal safety, the protection of the employee's family and property or the availability of transport facilities that may be disrupted or discontinued because of weather conditions.

Approval of leave is subject to the Chief Executive Officer or nominated delegate being satisfied that the absence is unavoidable or justified.

6 PART 6 – MISCELLANEOUS PROVISIONS

6.1 Energy Usage

The parties to this Agreement make a commitment to implementing cost saving measures to effectively utilise the energy and resources at Council's disposal. Employees are encouraged to put forward suggestions to actively promote this aim.

6.2 No Extra Claims

The parties bound by this agreement undertake that during the period of operation of this agreement there shall be no further wage increase sought, or granted, except for those provided under the terms.

Signed for and on behalf of Somerset Regional Council }
ABN 501 389 582 49

Robert Bain

In the presence of -

Kay Wicks

Signed for and on behalf of Queensland Services, Industrial Union of Employee }
ABN 863 516 656 53

David Smith

In the presence of -

Ian Buckley

APPENDIX "A" WAGES SCHEDULE
Somerset Regional Council - Officers Certified Agreement - 2008

Level	Previous ESC Agreement Rates 30/06/2008	Previous KSC Agreement Rates 30/06/2008	Rate effective 1st full pay period on or after 1st July 2008 4.50%	Rate effective 1st full pay period on or after 1st July 2009 4.80%	Rate effective 1st full pay period on or after 1st July 2010 4.80%
	38 Hours Per Week	38 Hours Per Week	38 Hours Per Week	38 Hours Per Week	38 Hours Per Week
1.1	\$35,875.10	\$ 37,080	\$ 38,748	\$ 40,608	\$ 42,558
1.2	\$36,595.73	\$ 37,801	\$ 39,502	\$ 41,398	\$ 43,385
1.3	\$37,606.64	\$ 38,952	\$ 40,705	\$ 42,658	\$ 44,706
1.4	\$38,686.65	\$ 40,032	\$ 41,833	\$ 43,841	\$ 45,946
1.5	\$39,769.01	\$ 41,113	\$ 42,963	\$ 45,025	\$ 47,187
1.6	\$40,849.02	\$ 42,212	\$ 44,111	\$ 46,228	\$ 48,447
2.1	\$41,945.77	\$ 43,354	\$ 45,305	\$ 47,480	\$ 49,759
2.2	\$43,028.14	\$ 44,485	\$ 46,487	\$ 48,718	\$ 51,057
2.3	\$44,109.33	\$ 45,616	\$ 47,669	\$ 49,957	\$ 52,355
2.4	\$45,192.63	\$ 46,888	\$ 48,998	\$ 51,350	\$ 53,815
3.1	\$46,318.15	\$ 48,017	\$ 50,178	\$ 52,586	\$ 55,111
3.2	\$47,443.90	\$ 49,147	\$ 51,359	\$ 53,824	\$ 56,407
3.3	\$48,568.24	\$ 50,279	\$ 52,542	\$ 55,064	\$ 57,707
3.4	\$49,693.99	\$ 51,409	\$ 53,722	\$ 56,301	\$ 59,003
4.1	\$50,819.75	\$ 52,538	\$ 54,902	\$ 57,537	\$ 60,299
4.2	\$51,942.91	\$ 53,667	\$ 56,083	\$ 58,774	\$ 61,596
4.3	\$53,067.25	\$ 54,798	\$ 57,264	\$ 60,013	\$ 62,894
4.4	\$54,193.00	\$ 55,929	\$ 58,446	\$ 61,252	\$ 64,192
5.1	\$55,317.34	\$ 57,058	\$ 59,626	\$ 62,488	\$ 65,487
5.2	\$56,443.10	\$ 58,189	\$ 60,808	\$ 63,726	\$ 66,785
5.3	\$57,567.68	\$ 59,320	\$ 61,990	\$ 64,965	\$ 68,083
6.1	\$59,442.83	\$ 61,202	\$ 63,957	\$ 67,027	\$ 70,244
6.2	\$61,315.62	\$ 63,086	\$ 65,925	\$ 69,089	\$ 72,405
6.3	\$63,192.20	\$ 64,972	\$ 67,895	\$ 71,154	\$ 74,570
7.1	\$65,068.77	\$ 66,853	\$ 69,861	\$ 73,215	\$ 76,729
7.2	\$66,941.57	\$ 68,737	\$ 71,831	\$ 75,279	\$ 78,892
7.3	\$68,818.13	\$ 70,621	\$ 73,799	\$ 77,341	\$ 81,054
8.1	\$71,067.05	\$ 72,881	\$ 76,160	\$ 79,816	\$ 83,647
8.2	\$73,317.15	\$ 75,141	\$ 78,523	\$ 82,292	\$ 86,242
8.3	\$75,567.26	\$ 77,401	\$ 80,884	\$ 84,767	\$ 88,835
8.4	\$77,679.62	\$ 79,523	\$ 83,102	\$ 87,090	\$ 91,271
8.5	\$79,790.82	\$ 81,644	\$ 85,318	\$ 89,413	\$ 93,705
Junior Rates					
Under 17 yrs		\$ 20,394	\$ 21,312	\$ 22,335	\$ 23,407
17 yrs		\$ 22,248	\$ 23,249	\$ 24,365	\$ 25,535
18 yrs		\$ 25,956	\$ 27,124	\$ 28,426	\$ 29,790
19 yrs		\$ 29,664	\$ 30,999	\$ 32,487	\$ 34,046
20 yrs		\$ 33,372	\$ 34,874	\$ 36,548	\$ 38,302

PLEASE NOTE:

* Rates that are shown in bold type are the highest existing final rates from prior Agreements from Esk Shire Council and Kilcoy Shire Council.

* The percentage increases have been calculated on these rates.

Appendix "B"

RECLASSIFICATION PROCEDURE

This procedure has been developed specifically for the Somerset Regional Council. It has been developed in accordance with the provisions of all relevant Awards and effectively formalises current practices to ensure that all employees receive equitable and fair consideration of each request for wage and salary review.

Further to this, by following this procedure each employee will have an opportunity to clearly outline factors relevant to their position that may warrant reclassification. These factors include:

- increase in volume of work
- changes in the level of skills/qualification/technology required for position
- increase in levels of responsibility
- changes in the value of work

It should be noted that this procedure is only for use in situations where employees request for a permanent change in classification. Any request for higher duties allowance or "off standard" duties should be directed through each employee's supervisor.

A request for reclassification from an employee may come about as a result of the staff development and appraisal process or may be instigated at any other time that an employee believes that their position has changed to such an extent that reclassification is sought.

STEP 1

The employee, in conjunction with their supervisor and union delegate, is required to complete a Request for Reclassification of Position form, which outlines all issues involved. Employees are also required to submit any adjustments to their position description to Human Resources to be updated.

STEP 2

The Request Form is then submitted to the Human Resources along with the updated position description if relevant. The request is then assessed giving consideration to relevant Award provisions and the issues as outlined in the Request for Reclassification of Position form by the employee and their supervisor.

Human Resources will make a recommendation, which will be forwarded to the Chief Executive Officer. This process will be reviewed within a four (4) week period from the date of receipt of request. Notification by letter will be given to the employee at this time.

STEP 3

At this point a panel is formed to consider the recommendation as put forward by Human Resources. The panel is to be comprised of the Chief Executive Officer or his nominee and a compulsory union delegate and agreed employee representative (if requested) who has work experience directly relevant to the situation involved.

In determining the request, the panel is to give consideration to the relevant Award provisions and the issues as outlined in the Request for Reclassification of Position form. If the panel rejects the request or is unable to reach an agreement, the process moves to Step 4.

If approved, the Finance Department is advised of the reclassification so that the necessary changes can be made.

STEP 4

Employees may, after unsuccessfully applying for reclassification, progress the matter through the Grievance Procedures Clause of this agreement – Clause 2.3.

SOMERSET REGIONAL COUNCIL

REQUEST FOR RECLASSIFICATION OF POSITION

Name: Employee No:

Position: Time in Position:

Current Level/Classification: Requested Level/Classification:

(a) Provide an outline of any increase in the volume of work required to be performed in the position:

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.....

(b) Are there any identifiable changes in the level of skills/qualifications/technology required to perform the duties?

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.....

(c) Outline any increase in the levels of responsibility required for the position:

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(d) Are there any changes in the value of the work that is required to be performed?

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.....
.....

Applicant's Signature

Date

Supervisor's Comments

.....
.....

Supervisor's Signature

Date

Union Representative's Signature

Date