

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

South Burnett Regional Council Certified Agreement - Officers 2011

*Matter No. CA/2011/339*

Commissioner Brown

19 December 2011

AMENDED CERTIFICATE

This matter coming on for hearing before the Commission on 19 December 2011 the Commission certifies the following written agreement:

South Burnett Regional Council Certified Agreement - Officers 2011 - CA/2011/339

Made between:

South Burnett Regional Council

AND

Queensland Services, Industrial Union of Employees

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

The agreement was certified by the Commission on 19 December 2011 and shall operate from 19 December 2011 until its nominal expiry on 15 March 2014

This agreement cancels South Burnett Regional Council Certified Agreement - Officers- 2008 (CA/2009/34)

By the Commission.

Commissioner Brown

**SOUTH BURNETT REGIONAL COUNCIL  
Certified Agreement - Officers 2011**

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**1. TITLE**

This Agreement will be known as the South Burnett Regional Council Certified Agreement - Officers 2011.

**2. DEFINITIONS**

"**Award**" means the *Queensland Local Government Officers' Award 1998*.

"**Emergency Service Agency**" means the State Emergency Service, Volunteer Fire Brigade, Rural Fire Brigade or any other service agreed by the Chief Executive Officer to be an applicable emergency service.

"**Officers**" means those employees whose employment is covered by the provisions of the *Queensland Local Government Officers' Award 1998*.

"**Industrial Instrument**" has the same meaning as in the IR Act.

"**IR Act**" means the *Industrial Relations Act 1999 (Qld)*.

"**JCC**" means the Joint Consultative Committee established and constituted for the Council, employees and Unions.

"**Leadership Team**" means CEO, Directors and all appointed positions above Level 8 of the Officers' Award

"**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.

"**WHS Act**" means the *Workplace Health and Safety Act 1995 (Qld)*.

**3. PARTIES BOUND**

This Agreement is made between South Burnett Regional Council, its employees and the:

- a) Queensland Services, Industrial Union of Employees (QSU)
- b) The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees (APESMA)

This Agreement shall not apply to the Chief Executive Officer and Leadership Team Members.

#### **4. APPLICATION**

Subject to this clause, this Agreement incorporates the terms of the *Queensland Local Government Officers' Award 1998*.

This Agreement shall be read and interpreted wholly in conjunction with the incorporated terms of the *Queensland Local Government Officers' Award 1998*, provided that where there is any inconsistency between the incorporated terms of the aforementioned Award and the express terms of this Agreement, the express terms of this Agreement shall take precedence to the extent of the inconsistency.

#### **5. DATE AND PERIOD OF OPERATION**

This Agreement will operate from the date of certification and will have a nominal expiry date of 15 March 2014.

The parties agree that negotiations will commence in relation to a new Agreement no later than six (6) months prior to the nominal expiry date of this Agreement.

#### **6. AIM OF THE AGREEMENT**

The parties to the agreement aim to:

- a) Improve productivity and efficiency and provide a united post SBRC workforce that has a strong focus on consistently delivering high levels of efficient service and customer satisfaction across all business functions in a consultative manner.
- b) Conduct its business in a financially responsible and sustainable way with the ability to adapt to changing economic influences, community expectation, needs and service delivery methods in order to maintain long term viability.
- c) Provide a working environment that encourages employees to offer a consistent level of high quality service, professionalism, ownership and team spirit by recruiting, training and retaining an effective, flexible and self motivated team of employees.
- d) Ensure that a culture of work and family life balance, work safety and health, community values, responsibility, organisational stability and sustainability is promoted and achieved through sound management practices and employee participation.

#### **7. EQUAL EMPLOYMENT OPPORTUNITY AND DISCRIMINATION**

Council is an equal opportunity employer.

"Equal opportunity" means that everyone has an equal chance of recruitment, development and promotion based solely on their demonstrated skill levels, qualifications, abilities and attitude.

Employees agree to accept responsibility for ensuring that a working environment exists at Council that is free of discrimination, harassment (particularly sexual harassment), victimisation and intimidation. Employees acknowledge and agree that unlawful discrimination, harassment, victimisation or intimidation will not be tolerated in the workplace or during work related activities and those employees who engage in such conduct will be subject to disciplinary action which may include termination of employment.

Employees also accept responsibility for complying with Council's policies and procedures about discrimination, harassment and equal opportunity (as amended from time to time).

Nothing in this clause affects differential treatment which is specifically exempted under State or Commonwealth legislation (such as the provision of junior rates of pay).

#### **8. JOINT CONSULTATIVE COMMITTEE (JCC)**

To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, a Joint Consultative Committee (JCC) will be established to replace the Local Government Employment Group (LGEG). This committee will be responsible for the role of coordinating workplace

reform and ensuring effective communication between management, Unions and employees.

It is agreed that the JCC will be the Committee through which genuine consultation and discussion regarding workplace reform or changes will occur between Council, employees, and Unions. The JCC will meet as a minimum at least every three (3) months or otherwise as agreed.

The membership of the JCC will consist of three (3) Management representatives, one (1) Union representative from each Union that is party to this Agreement and one (1) Union Delegate from each Union party to this Agreement, other than the QSU which will have two (2) Union Delegates.

## **9. SALARY AND WAGES**

- 9.1 Council agrees to pay employees a 3.5% or \$35 (whichever is the greater) increase to their current rate of pay, effective from 1 October 2011.
- 9.2 Council agrees to pay employees a 3.8% or \$35 (whichever is the greater) increase to their rate of pay, effective from the first pay period after 1 July 2012.
- 9.3 Council agrees to pay employees a 3.8% or \$35 (whichever is the greater) increase to their rate of pay, effective from the first pay period after 1 July 2013.

## **10. SALARY SACRIFICE**

Council offers the voluntary option of Salary Sacrifice for superannuation for employees to meet the standard six percent (6%) employee's contribution or to make further contributions to the Local Government Superannuation Scheme, or for any other items allowed by the Australian taxation Office (ATO) and that do not attract Fringe Benefits Tax (FBT). Such arrangements will be facilitated using a single third party for all employees. If FBT is attracted to the salary sacrifice item (i.e. novated lease of a motor vehicle), the FBT will be the responsibility of the employee.

Council reserves the right to withdraw the facility if a change in the laws means that Council would incur an additional cost or the scheme itself becomes unlawful as a result of changes to the relevant laws. The option to Salary Sacrifice is dependent upon evidence from the employee that they have obtained independent financial advice.

Each request would be processed on a case by case basis. Once a salary sacrifice agreement is entered into the employee would be required to continue with the agreement for a period of not less than twelve (12) months.

## **11. PART TIME EMPLOYMENT**

Where the employee agrees, Council may increase a part time employee's ordinary hours in any period to take into account operational demands and requirements, without incurring penalty rates as prescribed by the Award for the additional hours worked, provided that the total number of ordinary hours worked by the part time employee in the period does not exceed the equivalent of 36.25 hours a week/7.25hrs per day.

For the avoidance of doubt, a part time employee is entitled to be paid penalty rates (or have them banked as TOIL at the employees election) for additional hours, that the part time employee works in a period if the total number of additional hours worked in the period by the part time employee exceeds 36.25 hours per week and/or 7.25 hours per day.

All other provisions relating to part time employment as prescribed by the Award shall apply.

## **12. DISPUTE RESOLUTION**

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.

Any employee or employees with a grievance or complaint regarding an industrial matter will promptly raise the matter/s with their immediate supervisor who will endeavor to resolve the matter as soon as possible.

If the matter is not resolved at this level, the employee/s will discuss the matter/s with the next higher level of management and the employee/s may elect to be represented by an authorised officer of the relevant Union.

Should the grievance remain unresolved after fourteen (14) days, the matter should then be referred to the Chief Executive Officer and, if requested by the employee/s, an authorised officer of the relevant Union who will attempt to facilitate a resolution.

If after the above steps, the matter remains unresolved, the dispute may be referred by either the employee/s or Council to the Queensland Industrial Relations Commission for conciliation and if the matter remains unresolved, arbitration.

While the above procedure is being followed, to the extent it is safe to do so, the status quo is to be maintained, and every endeavor is to be applied to ensure that work continues normally until a resolution of the dispute is reached.

All parties agree to 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.

The above procedures do not restrict the Council, or an employee, or an employee's representative (being an authorised officer of the relevant Union) from making representations to each other at any stage in this procedure, or restrict the parties from agreeing to escalate any stage of this process which is not practicable.

### **13. WORKING HOURS AND SPAN OF HOURS**

#### **13.1 Ordinary Working Hours**

The ordinary hours of work are 36.25 hours per week or 7.25 hours per day to be worked Monday to Friday inclusive between the hours of 5:00am and 8:00pm, except, where Council notifies an employee that the employee is to work their ordinary hours of duty in accordance with the Award.

By agreement working hours may be worked on any five (5) days in seven (7) as per Award provisions.

Supervisors who are required to work the same hours per week as the employees they supervise, that being 38 hours, will be paid at the applicable ordinary rate for the hours worked in excess of 36.25 hours per week (that is, 1.75 hours per week). Overtime will be paid for hours worked in excess of 38 hours per week. For the purposes of calculating an hourly rate for overtime the divisor shall be 36.25. The methodology for working a 38 hour week contained in this clause will extend to soil testers. All foreman and soil testers will receive CWA allowance.

#### **13.2 Nine (9) Day Fortnight**

Employees covered by this Agreement will be entitled to work a nine (9) day fortnight roster. The nine (9) day fortnight will be at no additional cost to Council.

The nine (9) day fortnight roster can be a rolling roster that includes Mondays, Wednesdays and Fridays or other days as mutually agreed by the parties.

#### **13.3 Time Off In Lieu**

Where Council and the employee(s) agree, employees working approved overtime may be given time off equivalent to the time worked (i.e. at single time). All time off in lieu is to be taken at a time mutually agreed between Council and the employee. If Council does not agree to the employee taking time off in lieu, the employee must be paid for approved overtime at the penalty rates prescribed by the Award within the next pay period.

### **14. AVERAGED OR ANNUALISED PAYMENTS**

A supervisor and the majority of affected employees in a defined work area or group, and their Union/s, may agree to average or annualise regular payments due in accordance with an Award or this Agreement to provide a more stable income over a roster cycle, including:

- Annualised salaries that may include penalties, allowances, public holidays, leave loading, overtime and other payments
- Averaged payments that may include accrued time, penalties and/or allowances and/or other payments
- Wage or salary payments owed will be made on a regular basis (currently fortnightly)
- Overtime and other payments not included in annualised or averaged payments will be paid in accordance with the conditions prescribed elsewhere in the applicable Award or this Agreement, not at the annualised or averaged rate.

Any arrangements made in accordance with this clause will have no effect unless they are authorised by the Chief Executive Officer. Any such arrangements shall be recorded in writing.

Council agrees to apply all wage and incremental increases due in accordance with this Agreement and/or Award.

### **15. AVAILABILITY**

#### **15.1 Availability/On Call**

This allowance shall apply to any employee who is required to be on call for emergency work outside ordinary working hours and is listed on the On Call Register.

### **Register**

Council operates an out-of-hours pager/mobile phone service for emergency calls. Employees who are required by their position or who mutually agree to be on call outside the normal work hours shall be listed on a register maintained by Council.

### **Roster**

Rosters shall be prepared from employees listed in the register with employees being advised at least one (1) month in advance of the requirement for the employee to be on call for emergency work. Rosters will generally be on a weekly cycle.

### **Call Outs**

Call outs should be for emergency calls and generally only activated by either the pager/mobile phone system, Managers, Directors and Chief Executive Officer.

### **Role of On Call Employees**

The role of the on call employee is to coordinate the response which may or may not require actual attendance to the site depending on the circumstances and the availability of other Council employees.

### **Allowance**

Employees required to be on call outside ordinary working hours shall be paid the following allowance:

- \$32.45 per night for week nights (Monday to Friday)
- \$86.53 per day/night on weekends (Saturday and Sunday)
- \$162.24 or 8 hours accrued to employee's time in lieu account per day/night on public holidays

These above rates are to be indexed by the general wage increases that occur during the life of the Agreement.

Employees who are on call and who are required to conduct emergency work without leaving their place of residence shall be entitled to payment for such work conducted in excess of one half hour at the ordinary rate of pay for actual time worked. Such time worked will be cumulative. The employee will bear the onus of proving such time worked in excess of one half hour before payment is approved.

### **Overtime/Penalty Rates**

Employees on rostered standby, called out on emergency work, shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time and payment shall be calculated as follows:

- Monday to Friday (inclusive) - All overtime worked shall be paid for at the rate of time and a half for the first three (3) hours worked and double time thereafter. A minimum payment of one half hour will apply.
- Saturday - All overtime worked shall be paid for at the rate of double time. A minimum payment of one half hour will apply.
- Sunday - All overtime worked shall be paid for at the rate of double time. A minimum payment of one half hour will apply.
- Public Holiday - All overtime worked shall be paid for at the rate of double time and a half. A minimum payment of one half hour will apply. No additional time will be added to an employee's annual leave for the public holiday on which the employee is required to be on call.
- Multiple Call Outs - A minimum payment of one half hour will apply for each call out provided call outs do not overlap. Where call outs do overlap, then payment for the subsequent call out will be for actual time worked from the commencement of the original callout.

### **Fatigue Break**

Where an employee who is rostered on call is required to work so much overtime between the termination of the employee's ordinary work on one day and commencement of ordinary work on the next day and that employee has not had at least ten (10) consecutive hours off duty between those times the employee shall, subject to this clause, be released after completion of such overtime until the employee has accrued ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If an employee is instructed to resume or to continue work without having had ten (10) consecutive hours off duty, the employee shall be paid at double time until the employee is released from duty for such period, and the employee shall be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during that absence. However, where the time worked is less than 2 hours then it shall not be deemed as overtime for the purposes of this clause.

**Recall**

An on call employee who is not the designated on call employee for that period who is required to leave their premises to attend to a call out will be paid the applicable Award rates.

**Transport**

An employee who is rostered on call for a period (generally a week) will be eligible to have the use of a Council vehicle for work related purposes for that on call period.

**Communication**

Employees on call shall be provided with a mobile phone for business call purposes. Other employees rostered on call must be contactable by telephone for their period of standby.

**Emergency On Call**

In the case where an employee not listed on the On Call Register is required to be on call then the on call provisions shall apply to that employee. This does not include recall to work.

**Call Out Logs**

The call out employee for each call out received will be required to record relevant details of that call and action taken. These details shall be recorded on a form provided by Council and shall be captured in Council's Electronic Document Records Management System.

**16. UNIFORMS**

Council will provide all permanent full time, part-time and casual employees (choosing to wear a uniform in accordance with Council's Uniform Policy) with a uniform starter pack to the value of \$300 (exclusive of GST) and thereafter an allowance of \$330 per annum (exclusive of GST) per employee towards the corporate uniform inclusive of footwear. The allowance will be paid as a pro rata amount for part-time and casual employees based upon the hours worked in the twelve (12) month period.

In the case of employees who are required to attend work sites requiring specific work boots, they will be provided with an allowance of up to \$130 per annum to purchase the required footwear eg. Administration employees attending cattle sales.

On leaving the employment of Council, any Council uniforms purchased or supplied by Council are to be returned to Council.

Uniforms are to be maintained and worn in a presentable way and laundered by the employee (at the employee's expense).

**17. FLEXIBLE MEAL BREAK**

In exceptional circumstances, and when it is mutually agreed between an employee or group of employees and their supervisor, the employee or employees may delay their meal break by up to a maximum of two (2) hours, without penalty. In such a case by mutual agreement between the employee or employees and the supervisor, one of the following shall apply:

- a) Late lunch with no penalty rates
- b) Employee finishes work early by the equivalent amount of time.

At all times employee safety will be paramount and working conditions will satisfy the *WHS Act and Transport Operations (Road Use Management - Fatigue Management) Regulation 2008*.

**18. LEAVE**

18.1 Annual leave, long service leave, jury service, study leave, and service leave are in accordance with the provisions of the Award, unless expressly provided for within this Agreement.

18.2 Personal leave (including sick leave and carer's leave) is in accordance with the provisions of the Award, save that:

- a) Employees are entitled to the accrual of fifteen (15) days personal leave per annum from the commencement of their employment and
- b) There is no restriction on the amount of sick leave, which can be accumulated by an employee.

18.3 The entitlement to use Carers leave in accordance with 18.2 is subject to:

- the employee being responsible for the care of the person concerned; and

- the person concerned being either a member of the employee's immediate family or a member of the employee's household.

The term 'immediate family' includes:

- (a) a spouse (including a former spouse, de facto spouse and a former de facto spouse) of the employee; A de facto spouse means a person of the opposite/same sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and
- (b) a child or an adult child (including an adopted child, an ex-foster child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee.

The employee shall, wherever practicable, give the employer notice prior of the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify Management by telephone of such absence at the first opportunity on the day of absence.

18.4 Parental Leave will be in accordance with the provisions of the Awards, save that employees are entitled to the Federal Government Paid Parental Leave Scheme (including its terms and conditions) as well as;

(a) Maternity Leave

Six (6) weeks paid maternity leave (calculated at the employee's weekly ordinary time rate of pay for the six (6) weeks); or

Twelve (12) weeks paid maternity leave (calculated at 50% of the employee's weekly ordinary time rate of pay for the twelve (12) weeks).

(b) Paternity Leave

Two (2) weeks paid paternity leave (calculated at the employee's weekly ordinary time rate of pay) after completing a minimum of two (2) years continuous service with South Burnett Regional Council;

Paid paternity leave is subject to the employee discharging their obligation to provide satisfactory evidence to Council that they are undertaking family support.

18.5 Bereavement leave is in accordance with the provisions of the Award, save that employees are entitled to up to three (3) days bereavement leave on each occasion and on production of satisfactory evidence (if required by Council) of the death of either a member of the employee's immediate family or household. Council will agree to an employee supplementing bereavement leave with up to two (2) days of other paid leave (including sick leave) to which the employee is entitled.

18.6 When an employee who is a member of an emergency service agency is required to be absent from work to assist or undertake emergency work with the emergency service of which the employee is a member, the employee is entitled to leave with pay equivalent to the employee's ordinary time earnings for the period for which the employee is absent. Council has no responsibility for any expense incurred by the employee, or for any loss or damage suffered by the employee which occurs as a result of the employee performing the emergency service, during the period of leave.

18.7 All employees covered by this Agreement shall be entitled to long service leave on full pay, subject to and in accordance with the provisions of the *Queensland Local Government Officers Award 1998*. Long service leave may be taken on a pro rata basis whilst in service on completion of seven (7) years continuous service with Council.

18.8 Annual leave may be taken in single day absences only by mutual agreement between the employee and Council. Such request may not be unreasonably withheld.

## 19. REDUNDANCY

In addition to the period of notice prescribed by the relevant Award for ordinary termination, an 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 (i.e. notification period plus up to a maximum of 52 weeks):

<b>Period of continuous service</b>	<b>Severance Pay</b>
Less than 1 year	2 weeks pay
1 year and less than 2 years	4 weeks pay

2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	8 weeks pay
4 years and less than 5 years	10 weeks pay
5 years and less than 6 years	12 weeks pay
6 years and less than 7 years	14 weeks pay
7 years and less than 8 years	16 weeks pay
8 years and less than 9 years	18 weeks pay
9 years and less than 10 years	20 weeks pay
10 years and less than 11 years	22 weeks pay
11 years and less than 12 years	24 weeks pay
More than 12 years	2 weeks per year of service capped at 52 weeks pay

## **20. SECURITY OF EMPLOYMENT**

### **20.1 Income Maintenance**

When an employee becomes redeployed to a level lower than their previous classification level, Council agrees to maintain the employee's income/salary/wage at the level applicable at the date of the redeployment for a period no more than 24 months or until the employee is appointed to a position where the income/salary/wage is equal to or more than the income/salary/wage at the date of redeployment.

Council agrees to apply the general wage increases only (excluding incremental increases) as provided for in this agreement to the employee's maintained income/salary/wage for a period of no more than 24 months from the date of redeployment.

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

In the circumstance whereby an employee is voluntarily redeployed to a position that is a lower classification level than their previous classification level, Council will also pay the employee's accrued entitlements at the pre income income/salary/wage.

### **20.2 Transfers**

Council agrees not to force any employee to transfer for the duration of this Agreement. Provided however travel between:

- a) Kingaroy and Nanango
- b) Murgon and Wondai

shall not constitute a transfer. The transfers in (a) and (b) above however 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. (eg. Financial, Family and personal responsibilities)

### **20.3 Transfer Expenses**

When an employee transfers during the duration of this Agreement, Council agrees to pay travelling allowance in accordance with the Award.

For the purposes of clauses 20.2 and 20.3 above Council acknowledges that existing and new employees are employed at a 'nominated base' office throughout the Council region.

### **20.4 Job Security**

Council is committed to maintaining a core permanent workforce where possible. The parties agree that changes in work practices and productivity initiatives should enhance the efficient operation of the Council.

- a) Career development and equal opportunity
- b) Using natural attrition and reallocation after consultation in preference to retrenchment or redundancy
- c) Employees not unreasonably withholding agreement to participate in reasonable changes in working arrangements requiring their agreement under any 'Award' or this Agreement
- d) Employees assisting in the identification, development and implementation of work practices which assist in making Council a more efficient and cost effective organisation and continued job security

- e) Council will continue to manage its workforce in order to minimise the need for involuntary labour reduction in the future. Council will not during the term of this Agreement apply forced redundancies and consult with the relevant Union(s) and its delegates to explore all viable alternatives to labour reduction when necessary.

## **20.5 Organisational/Workplace Change**

As soon as practicable after a major Organisational/Workplace Change decision has been made Council will notify all parties concerned and consult on the implementation and effects of those changes in an effort to mitigate any effects those Organisational/Workplace Changes may have on employees.

## **21. UNION ENCOURAGEMENT**

This clause gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the relevant Union.

### **21.1 Documentation to be provided by Council**

At the point of engagement, Council shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the Council premises in a place readily accessible by the employee.

Provided that encouragement for membership of the Transport Workers' Union of Australia, Union of Employees (Queensland Branch) shall only apply under the conditions contained in clause 41(4) of the Local Authorities (Excluding Brisbane) and Main Roads, Etc., Award - State as at 31 May 1993.

The document provided by Council shall also identify the existence of a Union Encouragement Clause in this Agreement.

### **21.2 Union Delegates**

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

Council shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

### **21.3 Deduction of Union Fees**

Council shall, on the written request of any employee, pay to a Union nominated by the employee out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of that Union.

## **22. FLEXIBILITY PROVISIONS**

We agree that no Local Area Work Agreements will be negotiated during the life of this Agreement. This does not preclude the implementation of flexible arrangements for working hours and span of hours in clause 13 of this Agreement, or the 9 day fortnight in clause 13.2, or the averaging and annualised payments in clause 14.

The parties to this Agreement commit to review rostering arrangements within the first twelve (12) months of this Agreement and commit to investigate more flexible work arrangements during the term of the Agreement.

The parties agree to the implementation of four (4) on three off (3) rosters in nominated work areas agreed to by the parties in the first quarter of the first year of this Agreement. Milestones will be set quarterly (every 3 months) to report on the progress of the roster implementation and to include status reporting of asset utilisation.

The parties will investigate further workplace flexibilities with the intent of finding additional efficiencies to maximise workforce capabilities and productivity. For example: - greater flexibility in the allocation of RDO's by the rotation of working days. (Progress to be reported by the JCC to management on a quarterly basis or as required)

Any outcome from the investigations must be mutually agreed to by the parties, before being implemented, without any compulsion for either party to agree.

## **23. NO FURTHER CLAIMS**

It is agreed by the parties that up to the nominal expiry date of this Agreement:

- a) The parties will not pursue any extra wage claims related to wages or changes of conditions of employment, whether dealt with in this Agreement or not;
- b) This Agreement covers all matters or claims (from the combined unions) regarding the Employment of the Employees, which could otherwise be the subject of protected actions pursuant to Queensland Industrial Relations Act 1999; and
- c) Neither party to this Agreement, will engage in protected action pursuant to the Queensland Industrial Relations Act 1999, in relation to the performance of any work covered by the Agreement during the term of this Agreement.

**SCHEDULE A - WAGES AND SALARY RATES**

Classification	From 1 Oct 2011 3.50% or \$35		From 1 July 2012 3.80% or \$35		From 1 July 2013 3.80% or \$35	
	P/Wk	P/Annum	P/Wk	P/Annum	P/Wk	P/Annum
<b>Officers Award 36.25 Hour week</b>						
Level 1/1	853.29	44371.08	888.29	46191.08	923.29	48011.08
Level 1/2	864.71	44964.92	899.71	46784.92	934.71	48604.92
Level 1/3	882.96	45913.92	917.96	47733.92	952.96	49553.92
Level 1/4	900.06	46803.12	935.06	48623.12	970.59	50470.80
Level 1/5	917.17	47692.84	952.17	49512.84	988.35	51394.33
Level 1/6	931.92	48459.84	967.33	50301.31	1004.09	52212.76
Level 2/1	949.25	49361.00	985.32	51236.72	1022.76	53183.71
Level 2/2	966.35	50250.20	1003.07	52159.71	1041.19	54141.78
Level 2/3	983.46	51139.92	1020.83	53083.24	1059.62	55100.40
Level 2/4	1000.56	52029.12	1038.58	54006.23	1078.05	56058.46
Level 3/1	1017.63	52916.76	1056.30	54927.60	1096.44	57014.85
Level 3/2	1034.73	53805.96	1074.05	55850.59	1114.86	57972.91
Level 3/3	1053.97	54806.52	1094.02	56889.17	1135.60	59050.96
Level 3/4	1073.77	55836.10	1114.57	57957.87	1156.93	60160.27
Level 4/1	1097.53	57071.80	1139.24	59240.53	1182.53	61491.67
Level 4/2	1122.37	58363.48	1165.02	60581.30	1209.30	62883.39
Level 4/3	1148.07	59699.84	1191.70	61968.43	1236.99	64323.23
Level 4/4	1173.77	61036.19	1218.38	63355.56	1264.67	65763.07
Level 5/1	1199.44	62370.92	1245.02	64741.02	1292.33	67201.18
Level 5/2	1225.14	63707.27	1271.70	66128.15	1320.02	68641.02
Level 5/3	1250.86	65044.70	1298.39	67516.40	1347.73	70082.02
Level 6/1	1293.67	67270.69	1342.83	69826.98	1393.85	72480.41
Level 6/2	1336.46	69496.15	1387.25	72137.01	1439.97	74878.21
Level 6/3	1379.33	71725.38	1431.75	74450.94	1486.16	77280.08
Level 7/1	1422.15	73951.91	1476.19	76762.08	1532.29	79679.04
Level 7/2	1464.96	76177.90	1520.63	79072.66	1578.41	82077.43
Level 7/3	1507.78	78404.44	1565.07	81383.81	1624.55	84476.39
Level 8/1	1559.19	81077.68	1618.44	84158.63	1679.94	87356.66
Level 8/2	1610.58	83750.38	1671.79	86932.89	1735.31	90236.34
Level 8/3	1661.97	86422.54	1725.13	89706.60	1790.68	93115.45
Level 8/4	1710.18	88929.48	1775.17	92308.80	1842.63	95816.53
Level 8/5	1758.42	91438.03	1825.24	94912.67	1894.60	98519.35

**WAGES AND SALARY RATES**

Classification	From 1 Oct 2011 3.50% or \$35		From 1 July 2012 3.80% or \$35		From 1 July 2013 3.80% or \$35	
	P/Wk	P/Annum	P/Wk	P/Annum	P/Wk	P/Annum
<b>Officers Award 38 Hour week</b>						
Level 1/1	892.79	46425.27	927.79	48245.27	963.05	50078.59
Level 1/2	904.76	47047.78	939.76	48867.78	975.48	50724.75
Level 1/3	923.90	48042.59	959.00	49868.21	995.45	51763.20
Level 1/4	941.82	48974.72	977.61	50835.76	1014.76	52767.52
Level 1/5	959.76	49907.39	996.23	51803.87	1034.08	53772.42
Level 1/6	975.22	50711.42	1012.28	52638.45	1050.74	54638.71
Level 2/1	993.39	51656.08	1031.13	53619.01	1070.32	55656.54
Level 2/2	1011.31	52588.21	1049.74	54586.56	1089.63	56660.85
Level 2/3	1029.25	53520.88	1068.36	55554.68	1108.96	57665.75
Level 2/4	1047.17	54453.01	1086.97	56522.22	1128.27	58670.07
Level 3/1	1065.07	55383.50	1105.54	57488.07	1147.55	59672.62
Level 3/2	1082.99	56315.63	1124.15	58455.62	1166.86	60676.93
Level 3/3	1103.13	57362.88	1145.05	59542.67	1188.56	61805.29
Level 3/4	1123.86	58440.48	1166.56	60661.22	1210.89	62966.34
Level 4/1	1148.73	59733.82	1192.38	62003.71	1237.69	64359.85
Level 4/2	1174.73	61085.75	1219.37	63407.01	1265.70	65816.48
Level 4/3	1201.62	62484.44	1247.29	64858.84	1294.68	67323.48
Level 4/4	1228.52	63883.12	1275.21	66310.68	1323.66	68830.48
Level 5/1	1255.39	65280.11	1303.09	67760.75	1352.61	70335.66
Level 5/2	1282.28	66678.79	1331.01	69212.59	1381.59	71842.66
Level 5/3	1309.20	68078.60	1358.95	70665.59	1410.59	73350.88
Level 6/1	1354.01	70408.42	1405.46	73083.94	1458.87	75861.13
Level 6/2	1398.80	72737.68	1451.96	75501.72	1507.13	78370.78
Level 6/3	1443.67	75070.89	1498.53	77923.58	1555.47	80884.68
Level 7/1	1488.49	77401.27	1545.05	80342.52	1603.76	83395.54
Level 7/2	1533.29	79731.10	1591.56	82760.88	1652.03	85905.79
Level 7/3	1578.11	82061.48	1638.07	85179.82	1700.32	88416.65
Level 8/1	1631.91	84859.41	1693.92	88084.07	1758.29	91431.26
Level 8/2	1685.71	87656.78	1749.76	90987.73	1816.26	94445.27
Level 8/3	1739.49	90453.58	1805.59	93890.81	1874.21	97458.66
Level 8/4	1789.95	93077.45	1857.97	96614.39	1928.57	100285.73
Level 8/5	1840.44	95703.00	1910.38	99339.72	1982.97	103114.63

**SIGNATORIES**

Signed for and on behalf of the SOUTH BURNETT REGIONAL COUNCIL

**IAN DAVID CARTER  
MAYOR**

In the presence of

Gregory Martin Lewis

**KEN McLOUGHLIN  
CHIEF EXECUTIVE OFFICER**

In the presence of

Gregory Martin Lewis

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

**KATHERINE NELSON  
STATE SECRETARY**

In the presence of

Michelle Robertson

Signed for and on behalf of the  
The Association of Professional Engineers, Scientists  
and Managers, Australia, Queensland Branch, Union of Employees

**MICHELLE RAE  
INDUSTRIAL OFFICER**

In the presence of

Jay Sharpe