

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

South Burnett Regional Council Certified Agreement - Field Staff 2011

Matter No. CA/2011/341

Commissioner Brown

19 December 2011

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 - Field Staff 2011 - CA/2011/341

Made between:

South Burnett Regional Council

AND

Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland

Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees

The Australian Workers' Union of Employees, Queensland

The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland

Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

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 - Field Staff - 2008 (CA/2009/35)

By the Commission.

Commissioner Brown

**SOUTH BURNETT REGIONAL COUNCIL
CERTIFIED AGREEMENT - FIELD STAFF 2011**

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1. TITLE

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

2. DEFINITIONS

"Award" means the Local Government Employees' (Excluding Brisbane City Council) Award State, the Building Trades Public Sector Award State and the Engineering Award State.

"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.

"Field Staff" means those employees whose employment is covered by the provisions of the Awards referred to.

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

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

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

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

"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) The Australian Workers' Union of Employees, Queensland
- b) Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
- c) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
- d) Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
- e) Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees.

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

4. APPLICATION

This Agreement is to be read in conjunction with the:

- *Local Government Employees' (Excluding Brisbane City Council) Award State*
- *Building Trades Public Sector Award State*
- *Engineering Award State*

Where there is inconsistency between this Agreement and the relevant Award, this Agreement prevails 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 AWU and 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) as 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) as 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) as 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 for by the Award for the additional hours worked, provided that the:

- a) Increase in the part time employee's ordinary hours in the period does not exceed 25% of the part-time

- employee's standard ordinary hours; and
- b) Total number of ordinary hours worked by the part time employee in the period does not exceed the equivalent of 38 hours a week.

For the avoidance of doubt, a part time employee is entitled to be paid penalty rates for additional hours 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 25% of the employee's standard ordinary hours, or if the total number of hours worked by the part time employee in the period exceeds the equivalent of 38 hours per week.

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

The hours of work are an average of 38 hours per week, between the hours of 5:00am and 6:00pm.

14. NINE (9) DAY FORTNIGHT

Subject to agreement between the employee and their supervisor, an employee may accrue up to five (5) rostered days off. Such rostered days off may be taken at a mutually agreeable time between the supervisor and the employee.

Should Council not release the employee to take the rostered day off in the six (6) month period from the date the first RDO is accrued, penalties rates shall apply.

It is agreed that in order to meet the business needs of Council and best practice or where, in the option of a project supervisor, there are cost efficiencies to be introduced by working on a scheduled RDO, rostered days off will be paid at the appropriate penalty rates or taken as Time Off In Lieu (TOIL) at the employee's election.

Except in the case of emergencies, two (2) working days notice shall be given verbally to employees required to work on a scheduled RDO. Providing two (2) working days notice is given, all employees required to work on a scheduled RDO will be required to do so, unless an employee has a scheduled appointment on that day. An RDO worked under

this condition may be transferred to another day or be paid at the appropriate penalty rates or by mutual agreement be accounted for as TOIL.

On 1 July each year employees shall take time off equivalent to all banked RDOs accrued in excess of one day. Such time off is to continue until the accrued RDOs do not exceed one (1) day. Such time taken shall be at ordinary rates. This may be varied only with the approval of the Chief Executive Officer.

In the event of wet weather occurring prior to the completion of a project, Council shall not require the employee to take RDOs accrued in lieu of wet pay. However where it is mutually agreed between the supervisor and the employee, RDOs may be taken on wet days.

In the ordinary course of events, rostered days off will occur on a Monday or a Friday, however the parties may agree for rostered days off to occur on a different day.

15. TIME OFF IN LIEU

Where Council and the employee agree, employees working approved overtime may be given time off equivalent to the time worked. Such 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.

16. 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.

17. ALLOWANCES

Unless otherwise agreed all allowances applicable under the relevant Awards shall paid in accordance with the relevant Award provisions. It is agreed that employees shall receive Construction Work Allowance (CWA) with the exception of those employees who receive the allowances listed below otherwise expressly provided for in this Agreement as follows;

- Cemetery Operations;
- Live Sewer;
- Rubbish Dump;
- Rubbish and Sanitary Operations;
- Clay Pit Operations, and
- Quarry Allowance;

(No employee shall receive less in base or annualised wages/salary as a result of the annualisation of allowances under this Agreement.)

18. ON CALL ALLOWANCE

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 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 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 had 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 10 consecutive hours off duty, the employee shall be paid at double time until the employee is released from duty for such period, and 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 and shall be captured in Council's Electronic Document Records Management System.

19. UNIFORMS

Uniforms will be provided by Council at no cost to the employee, and replaced when unfit for continuing use as a result of fair wear and tear.

Uniforms provided by Council remain the property of Council and are not to be disposed of, or modified in anyway, without Council approval.

Council will provide five (5) long sleeve high visibility shirts and four (4) pairs of pants. Boot Allowance will be \$130 per annum (exclusive of GST).

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).

20. 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*.

21. LEAVE

- 21.1 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.
- 21.2 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.
- c) In cases where an employee's record of attendance at work deteriorates to a point where it can be deemed to be unsatisfactory, Council may introduce a system whereby the employee will be required to produce satisfactory evidence to account for such absences. This may include a Doctors Certificate before any payments are made.

21.3 The entitlement to use Carer's leave in accordance with 21.2 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 Council notice prior to 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 the absence, the employee shall notify management by telephone of such absence at the first opportunity on the day of absence.

21.4 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 the 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.

21.5 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.

21.6 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.

21.7 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 regardless of the Award under which they are engaged. Long Service Leave may be taken on a pro rata basis whilst in service on completion of seven (7) years continuous service with Council.

- 21.8 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.

22. 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):

| Period of continuous service | Severance Pay |
|-------------------------------------|--|
| 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 |

23. SECURITY OF EMPLOYMENT

23.1 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.

23.2 Transfers

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

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

shall not constitute relocation. The transfer in (a) and (b) above however can only occur when an employee can reasonably travel to and from home on a daily basis to the new work location and such relocation does not cause undue hardship to the employee (eg. Financial, Family and personal responsibilities).

23.3 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 23.2 and 23.3 above Council acknowledges that existing and new employees are employed at a 'nominated base' depot throughout the new council region.

23.4 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.

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

- 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 will consult with the relevant Union(s) and its delegates to explore all viable alternatives to involuntary labour reduction.

23.5 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.

24. 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.

24.1 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 that 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.

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

24.2 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.

24.3 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.

25. FLEXIBILITY PROVISIONS

The parties 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 14, or the averaging and annualised payments in clause 16.

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.

26. 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 July 2010 | From 1 Oct 2011 | | From 1 Jul 2012 | | From 1 Jul 2013 | |
|--|---------------------------|------------------------|----------------|------------------------|----------------|------------------------|----------------|
| | | 3.50% | or \$35 | 3.80% | or \$35 | 3.80% | or \$35 |
| | | P/Wk | P/Annum | P/Wk | P/Annum | P/Wk | P/Annum |
| SBRC Field Staff Classification Structure | | | | | | | |
| A1 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| A2 | 795.73 | 830.73 | 43197.96 | 865.73 | 45017.96 | 900.73 | 46837.96 |
| A3 | 807.75 | 842.75 | 43823.00 | 877.75 | 45643.00 | 912.75 | 47463.00 |
| A4 | 819.79 | 854.79 | 44449.08 | 889.79 | 46269.08 | 924.79 | 48089.08 |
| A5 | 825.85 | 860.85 | 44764.20 | 895.85 | 46584.20 | 930.85 | 48404.20 |
| A6 | 831.92 | 866.92 | 45079.84 | 901.92 | 46899.84 | 936.92 | 48719.84 |
| B1 | 846.25 | 881.25 | 45825.00 | 916.25 | 47645.00 | 951.25 | 49465.00 |
| B2 | 858.33 | 893.33 | 46453.16 | 928.33 | 48273.16 | 963.61 | 50107.54 |
| B3 | 870.42 | 905.42 | 47081.84 | 940.42 | 48901.84 | 976.16 | 50760.11 |
| B4 | 882.46 | 917.46 | 47707.92 | 952.46 | 49527.92 | 988.65 | 51409.98 |
| C1 | 894.48 | 929.48 | 48332.96 | 964.80 | 50169.61 | 1001.46 | 52076.06 |
| C2 | 916.35 | 951.35 | 49470.20 | 987.50 | 51350.07 | 1025.03 | 53301.37 |
| C3 | 928.37 | 963.37 | 50095.24 | 999.98 | 51998.86 | 1037.98 | 53974.82 |
| C4 | 940.38 | 975.38 | 50719.76 | 1012.44 | 52647.11 | 1050.92 | 54647.70 |

Local Government Employees Award

| | | | | | | | |
|---------------|--------|--------|----------|---------|----------|---------|----------|
| Level 1 | | | | | | | |
| Level 1-after | | | | | | | |
| 6Mths | 795.72 | 830.72 | 43197.44 | 865.72 | 45017.44 | 900.72 | 46837.44 |
| Level 2 | 807.74 | 842.74 | 43822.48 | 877.74 | 45642.48 | 912.74 | 47462.48 |
| Level 3 | 819.77 | 854.77 | 44448.04 | 889.77 | 46268.04 | 924.77 | 48088.04 |
| Level 4 | 831.91 | 866.91 | 45079.32 | 901.91 | 46899.32 | 936.91 | 48719.32 |
| Level 5 | 846.25 | 881.25 | 45825.00 | 916.25 | 47645.00 | 951.25 | 49465.00 |
| Level 6 | 870.42 | 905.42 | 47081.84 | 940.42 | 48901.84 | 976.16 | 50760.11 |
| Level 7 | 894.47 | 929.47 | 48332.44 | 964.79 | 50169.07 | 1001.45 | 52075.50 |
| Level 8 | 916.33 | 951.33 | 49469.16 | 987.48 | 51348.99 | 1025.00 | 53300.25 |
| Level 9 | 940.38 | 975.38 | 50719.76 | 1012.44 | 52647.11 | 1050.92 | 54647.70 |

Engineering Award State

| | | | | | | | |
|--------------------|--------|--------|----------|--------|----------|--------|----------|
| Apprentice 85% C10 | | | | | | | |
| C14 | 737.31 | 772.31 | 40160.12 | 807.31 | 41980.12 | 842.31 | 43800.12 |
| C13 | 693.75 | 728.75 | 37895.00 | 763.75 | 39715.00 | 798.75 | 41535.00 |
| C12 | 715.54 | 750.54 | 39028.08 | 785.54 | 40848.08 | 820.54 | 42668.08 |
| C11 | 807.75 | 842.75 | 43823.00 | 877.75 | 45643.00 | 912.75 | 47463.00 |
| C10 | 846.25 | 881.25 | 45825.00 | 916.25 | 47645.00 | 951.25 | 49465.00 |
| C9 | 871.71 | 906.71 | 47148.92 | 941.71 | 48968.92 | 977.49 | 50829.74 |

| | | | | | | | |
|--------|---------|---------|----------|---------|----------|---------|----------|
| C8 | 896.77 | 931.77 | 48452.04 | 967.18 | 50293.22 | 1003.93 | 52204.36 |
| C7 | 922.94 | 957.94 | 49812.88 | 994.34 | 51705.77 | 1032.13 | 53670.59 |
| C6 | 951.38 | 986.38 | 51291.76 | 1023.86 | 53240.85 | 1062.77 | 55264.00 |
| C5 | 979.85 | 1014.85 | 52772.20 | 1053.41 | 54777.54 | 1093.44 | 56859.09 |
| C4 | 1008.31 | 1043.60 | 54267.24 | 1083.26 | 56329.40 | 1124.42 | 58469.92 |
| C3 | 1068.87 | 1106.28 | 57526.58 | 1148.32 | 59712.59 | 1191.96 | 61981.67 |
| C2 (a) | 1121.77 | 1161.03 | 60373.66 | 1205.15 | 62667.86 | 1250.95 | 65049.24 |
| C2 (b) | 1175.19 | 1216.32 | 63248.73 | 1262.54 | 65652.18 | 1310.52 | 68146.96 |

| Building Trades Public Sector Award State | | | | | | | |
|---|--------|--------|----------|--------|----------|---------|----------|
| BW 1(a) | 737.33 | 772.33 | 40161.16 | 807.33 | 41981.16 | 838.01 | 43576.44 |
| BW 1(b) | 759.12 | 794.12 | 41294.24 | 829.12 | 43114.24 | 860.63 | 44752.58 |
| BW 1(c) | 773.63 | 808.63 | 42048.76 | 843.63 | 43868.76 | 875.69 | 45535.77 |
| BW 1(d) | 807.75 | 842.75 | 43823.00 | 877.75 | 45643.00 | 911.10 | 47377.43 |
| BW 2 | 817.21 | 852.21 | 44314.92 | 887.21 | 46134.92 | 920.92 | 47888.05 |
| BT 1 (100%) | 846.25 | 881.25 | 45825.00 | 916.25 | 47645.00 | 951.07 | 49455.51 |
| BT 2 | 871.71 | 906.71 | 47148.92 | 941.71 | 48968.92 | 977.49 | 50829.74 |
| BT 3 | 896.77 | 931.77 | 48452.04 | 967.18 | 50293.22 | 1003.93 | 52204.36 |

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 Federated Engine Drivers Union of Employee's Queensland/The Construction, Forestry, Mining and Energy, Industrial Union of Employees' Queensland;

**M. RAVBAR
STATE SECRETARY/
INDUSTRIAL OFFICER**

In the presence of

Kathleen Nettleton

Signed for and on behalf of the Transport Workers' Union of Australia, Union of Employees (Queensland Branch)

**P BIAGINI
STATE SECRETARY**

In the presence of

Adam Carter

Signed for and on behalf of the Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees Queensland

**A DETTMER
STATE SECRETARY**

In the presence of

Lisa Butler

Signed for and on behalf of the Australian Workers Union of Employees' Queensland

**W P LUDWIG
STATE SECRETARY**

In the presence of

Derek Broanda