

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Somerset Regional Council - Officers' Certified Agreement 2011

*Matter No. CA/2011/50*

Deputy President Swan

19 September 2011

CERTIFICATE

This matter coming on for hearing before the Commission on 16 September 2011 the Commission certifies the following written agreement:

Somerset Regional Council - Officers' Certified Agreement 2011 – CA/2011/50

Made between:

Queensland Services, Industrial Union of Employees  
Somerset Regional Council

The agreement was certified by the Commission on 16 September 2011 and shall operate from 16 September 2011 until its nominal expiry on 30 June 2014.

This agreement cancels Somerset Regional Council-Officers' Certified Agreement 2008-CA/2008/123.

By the Commission.

Deputy President Swan

## 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 Employees (QSU)**  
**ABN No. 863 516 656 53**  
**(No. CA of 2011)**

**SOMERSET REGIONAL COUNCIL – OFFICERS’ CERTIFIED AGREEMENT 2011**

## APPLICATION FOR CERTIFICATION OF AGREEMENT

This Agreement, made under the *Industrial Relations Act 1999* on << day / date >> 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 2011.

### **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 union;
- (b) Queensland Services, Industrial Union of Employee (QSU)

This Agreement shall apply to all employees paid under the provisions of the Qld Local Government Officers' Award 1998 (an award under the Industrial Relations Act Queensland).

#### **1.3.1 Joint Consultative Committee (JCC)**

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 JCC (Joint Consultative Committee) which has negotiated this agreement and will monitor and implement this agreement. It is agreed that the JCC will be the committee through which genuine consultation and discussion regarding any workplace reform or changes will occur between council, employees and the QSU. The JCC will meet as reasonably requested by any party to this Agreement.

### **1.4 Agreement Coverage**

This Agreement shall apply to the Council, the Unions party to this Agreement and their members or persons eligible to be their members employed by Council under any of the relevant awards.

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

- Chief Executive Officer
- Manager Operations
- Manager Finance
- Manager Corporate & Community Services
- Manager Planning & Economic Development
- Overseer
- Works Engineer
- Design Development Engineer

### **1.5 Date of Operation**

Somerset Regional Council - Officers Certified Agreement 2011 shall take effect from the date of certification.

The nominal expiry date for this agreement is 30 June 2014.

Somerset Regional Council - Officers Certified Agreement 2011 will continue to operate until a new Agreement is certified.

### **1.6 Review of Certified Agreement**

The parties undertake to commence discussions on a replacement certified Agreement, six (6) months prior to the nominal expiry date 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 (an award under the Industrial Relations Act Queensland)

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 Introduction of Change**

#### 2.1.1 Application of clause

This clause applies if 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.

#### 2.1.2 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.

#### 2.1.3 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.

#### 2.1.4 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.

#### 2.1.5 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.

#### 2.1.6 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.

## 2.2 Redundancy

### 2.2.1 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.

### 2.2.2 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 2009 (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.

### 2.2.3 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.

#### 2.2.4 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.

#### 2.2.5 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.
- (e) 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:

- the employee is no longer employed by the Council; or
- 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.

#### 2.2.6 No forced redundancies

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

#### 2.2.7 Voluntary retrenchment

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



(iii) an Early Separation Incentive Payment (ESIP) in accordance with this clause.

#### 2.2.8 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.

#### 2.2.9 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.

#### 2.2.10 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.

### 2.3 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.

## **2.4 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.

## 2.5 Employment Security & Relations

The parties agree that the consultative approach to productivity and efficiency initiatives should enhance the operations of the Council. It is agreed that improvements in productivity and efficiency sought under this agreement will not be achieved through job reduction.

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

- training and educating employees and providing retraining where appropriate;
- career development and equal opportunity;
- provision of timely advice to the parties and employees about any significant re-allocation of labour;
- the Council continuing to manage its workforce in order to minimise the need for involuntary labour reductions in the future;
- both parties agree to fully co-operate in achieving the above principles, including the re-allocation of staff wherever necessary.

### 2.5.1 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.

### 2.5.2 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.

### 2.5.3 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;

### 2.5.4 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.

#### 2.5.5 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.

#### 2.5.6 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.

#### 2.5.7 Meetings

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

#### 2.5.8 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.

### 2.6 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 Recruitment of Staff**

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.

## **2.8 Performance Appraisals**

It is agreed between the parties that a Staff Development Program will include a Performance Appraisal process. The aim of this program will be to assess performance, further developing of position descriptions and identifying training needs. Performance appraisals will be carried out every twelve (12) months.

## **2.9 Training**

In order to increase productive capacity of Somerset Regional Council and to achieve agreed objectives, a commitment to education, training and skills development is agreed to.

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

Areas of education, training and skills development may include but are not limited to:

- Occupational health & safety
- Job/work skills
- Customer service
- Technological skills
- Quality improvement

Such training shall be nationally accredited where appropriate.

The parties agree that training /education needs and skill development will be assessed as part of the performance appraisal process.

## **2.10 Reclassifications**

A formal reclassification procedure has been determined to allow for a fairer and equitable classification of positions. Procedure is detailed in "Appendix B".

## **2.11 Workplace Health & Safety**

The enterprise as a whole makes a commitment to Quality Assurance and the provisions of the Workplace Health and Safety Act.

Council's employees and the Unions which are a party to this Agreement are committed to active participation by employees, from all areas of the organisation, in work teams required to develop and implement workplace procedures and processes generally, and Quality Assurance and Workplace Health and Safety in particular.

It is agreed between the parties that this enterprise agrees to maintain the Workplace Health and Safety Committee which meets monthly to discuss and implement health and safety strategies for the Council. The Workplace Health and Safety Committee comprised of the Human Resources Coordinator, Workplace Health and Safety Officer and representatives from the following work areas: construction; maintenance; parks/gardens; workshop/stores and office administration. Training will be undertaken for all health and safety representatives.

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 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

“**JCC**” shall mean Joint Consultative Committee

“**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.

“**Casual employee**” shall mean an employee who is engaged as such and is paid on an hourly basis. 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 1 July 2011 all adult employees engaged under the provisions of this agreement shall be entitled to a wage increase of 4.0% or \$35 per week (whichever is the greater). Junior employees will be entitled to a proportional increase.
- ❖ On the first full pay period on or after 1 July 2012 a further wage increase of 4.1% or \$35 per week (whichever is the greater) will be applied to the wage scales applicable under this agreement.

- ❖ On the first full pay period on or after 1 July 2013 a further wage increase of 4.2% or \$35 per week (whichever is the greater) 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 increases listed above, 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 Wages Rates – Full-Time Employees

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

### 3.2.2 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.

### 3.2.3 Salary Progression – Level 1

- Officers on Level one (1) of the Queensland Local Government Officers’ Award – 1998 (an award under the Industrial Relations Act Queensland) will automatically progress to Level two (2) 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 (an award under the Industrial Relations Act Queensland) 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.

## 3.3 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 JCC, in accordance with the process detailed below:

Process:

- (a) Management, unions or employees identify the areas for Work Area Agreements.
- (b) The JCC will consider the Work Area Agreement, recognising that its role will be one designed to assist and advise the local negotiations.
- (c) Once the area has been identified, there must be a transparent and participative process put in place that involves all parties:
  1. the issues should be identified;
  2. define the method for progressing further discussions;
  3. adequate training would be provided if requested by employees and/or management;
  4. the parties, including all employees affected, should negotiate in an endeavour to reach agreement;
  5. the agreement must be accepted by a simple majority (50% + 1) of the employees affected.
  6. when agreement is reached the negotiating parties should sign off and refer the agreed position to the JCC for ratification.

- (d) The JCC 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 "C".
- (e) Each Work Area Agreement agreed to during the life of the Certified Agreement will be attached as a appendix to the replacement Certified Agreement.
- (f) 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.

### **3.4 Salary Sacrifice – Superannuation**

The CEO, on behalf of Council, and an employee, may agree in writing, that the employee can sacrifice a part of their salary to superannuation. To facilitate this a written 'salary sacrifice' agreement must be implemented to allow such contributions from 'before tax' pay.

The Council encourages the employees to seek independent financial advice prior to entering into any salary sacrifice arrangements.

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. 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.

### **3.5 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 eight (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 eight (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 employer's 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(1) day added to their RDO accrual balance; or
  - ii. payment for eight (8) hours ordinary pay.

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.

### 3.5.1 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 the on-call allowance.

This option is available to the Construction & Maintenance Foremen and Local Laws Officers.

### 3.6 First Aid Allowance

A first aid allowance as per the current rate of "First Aid Allowance" clause of the Queensland Local Government Officers' Award – 1998 (an award under the Industrial Relations Act Queensland), will be paid per week to one (1) qualified person per administration office for up to three (3) locations when the appointed employee works for three (3) days or more in a week.

### 3.7 Construction Workers Allowance (CWA) / Dirty Work Allowance (DWA)

Officers who are required to supervise workers that are covered by the Field Staff Certified Agreement are entitled to receive the Construction Work Allowance (CWA) or Dirty Work Allowance (DWA) (whichever is applicable) as per the relevant Award.

This payment is intended for Construction & Maintenance Foremen, Local Laws Officers and Pest Management Officers.

As agreed, the Construction Workers Allowance will be indexed by an amount equal to the annual % wage increases for the life of this agreement as per Wages / Allowances Schedule - Appendix "A".

Provided that, if the Safety Net Adjustment as decided by the Queensland Industrial Relations Commission provides an increase that would increase the allowance to a higher rate the Safety Net Adjustment will apply from the date of the ruling to apply such Safety Net Adjustment to the Parent Awards noted in this agreement.

## PART 4 – HOURS OF WORK

### 4.1 Hours of Work

The ordinary hours of duty of employees covered by this agreement, shall not exceed seventy-six 76 hours per fortnight 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 may be worked in line with a nine (9) day fortnight regime.

It is agreed between the parties that casual employees may, by mutual agreement, work the same number of hours in a day, as full-time employees.

A meal break of not less than 30 minutes shall be taken at appropriate time as per relevant award conditions.

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.

Wherever possible, major changes to hours of duty shall require seven (7) days prior notice but where all parties are in agreement, a lesser period of notice may be given.

### 4.2 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.

#### **4.3 Flexibility of Meal break**

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 without penalty.

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

#### **4.4 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 its 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 as per clause 4.5 Time Off In Lieu (TOIL).

Overtime is subject to the following provision:

- 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. 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).

#### **4.5 Time Off In Lieu (TOIL)**

In situations where an employee is required to work outside of ordinary working hours, the employee may, with the mutual consent of their Supervisor/Manager, elect to take time off in lieu of overtime payment for the actual hours worked.

Time off in Lieu is 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. 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).
- b) Leave 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. Where application has been made for time off in lieu of overtime worked and management has refused the application so that the time in lieu cannot be taken within a period of six (6) calendar months from the date of working, then payment for the overtime worked in time equivalent hours at overtime rates will be made forthwith by Council.
- c) Full-time employees may accrue a maximum of thirty-eight hours (38).
- d) Part-time employees may accrue a maximum of pro-rata hours equivalent to the employees standard weekly hours.
- e) No employee will accrue in excess of the above caps without specific written authorisation of the Chief Executive Officer (or his delegate) prior to the event and only in exceptional circumstances or where it is imperative to the operation of Council, will an excess the above caps be allowed.
- f) Any time worked beyond thirty-eight (38) hours, will be paid at normal award overtime rates in the relevant pay period, unless prior approval is given by the CEO to exceed the cap.
- g) On termination, any balance of time in lieu is to be paid out at ordinary time rates.

### **PART 5 – 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.

#### *Leave Debits - Annual Leave*

All employees 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

### **5.2 Annual Closedown**

Where appropriate and as determined by Council on an annual basis, all administration workplaces, libraries, information centres etc may close during the Christmas / New Year period. These arrangements will be notified by the 30 June of each year and may be varied for genuine business reasons, eg, QGAP operations.

Employees make take annual or other accumulated leave during this period. Approval for employees to “work up” accumulated time for this purpose, will not unreasonably be withheld.

### **5.3 Recall from Leave**

If an employee is recalled to work from paid Leave, in the event of an emergency, the employee may choose to be paid at standard overtime rates in addition to their leave payment for all such hours worked, in lieu of retaining applicable leave balances and receiving ordinary rates of pay for all such hours worked.

### **5.4 Maternity 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.

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.

### **Paternity Leave**

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.

### **5.5 Personal Leave**

All full-time and part-time employees (on a pro rata basis) engaged under the provisions of this agreement shall be entitled to 15 days (i.e. 114 hours) personal leave per annum. Such personal leave shall be cumulative to the extent provided by the relevant Award. This clause does not apply to casual employees

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.

#### *Leave Debits - Sick Leave*

All employees 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

All other provisions of the relevant Award apply.

## 5.6 Long Service Leave

All full-time, part-time and casual employees engaged under the provisions of this agreement shall accumulate long service leave on the basis of 1.3 weeks (or on a pro rata basis) per year for each year of service.

Employees shall accumulate long service leave on the basis set out in previous EBA's and/or the relevant awards for all prior service for all service prior to 1st July 2000.

Accrued long service leave can be accessed after completing seven (7) years of continuous service from commencement of employment with pro-rata payment applicable.

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 of the relevant award will apply.

Employees may take long service leave in one (1) or more portions provided that no less than one (1) week may be taken in any portion. This may be varied to lesser amounts in special circumstances as agreed between the employee and the employer.

Employees who are eligible to access their long service leave balance may apply for long service leave at double pay. If approval is granted by the CEO long service leave accruals will be reduced at double the amount of hours of leave taken. For example – entitlement of ten (10) weeks long service leave, request five (5) weeks at double pay. Long service leave accrual reduces by ten (10) weeks.

In the case of bona fide hardship, where written application is made by an employee and agreement is reached with the Chief Executive Officer, an employee may be eligible to cash out long service leave entitlements ensuring a minimum balance of four (4) weeks (accessible) long service leave is retained for use by the employee.

All other provisions of the Award will apply.

## 5.7 Rostered Days Off

Council agrees that full-time employees engaged under the provisions of this agreement may work seventy-six (76) hours over nine (9) working days to allow employees to have a Rostered Day Off each fortnight. Such employees shall work daily hours appropriate to their work area.

The Rostered Day Off shall be taken on any day, Monday to Friday, and shall be determined by the Supervising Officer/Manager after consultation with the employee.

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/Manager, there are cost efficiencies to be introduced by working on a scheduled Rostered Day Off (RDO) employees may be requested to do so subject to the following conditions:

- RDO's 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 when the work schedule permits.
- Except in the case of emergencies, two (2) working days notice to be given verbally to each employee required to work on a scheduled RDO.
- Council can require employees to work a maximum of three (3) RDO's in any twelve (12) month period.
- Further RDO's may be worked by mutual agreement with individuals. Council will take into consideration cases of genuine family needs and take substitute employees where practicable and suitable for the current job requirements.
- In the event of wet weather occurring prior to the completion of the project, the employer shall not require any employee to take the RDO's accrued, in lieu of wet pay. However, where it is mutually agreeable between the supervisor and the employee, RDO's may be taken on wet days.
- In the event of an employee taking an RDO on a day other than a scheduled RDO, no penalty will be incurred.

There will be a maximum accrual of unused Rostered Days Off of five (5) days. No employee will accrue in excess of five (5) days without specific written authorisation of the Chief Executive Officer (or his delegate) prior to the event and only in exceptional circumstances or where it is imperative to the operation of Council, will an excess of five (5) days accrual be allowed.

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.

#### Sick Leave on Rostered Day Off

Employees 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

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

### 5.9 STAFF WELLNESS DAYS

All permanent employees are eligible for up to two (2) Staff Wellness Days on an annual basis each financial year. Staff Wellness Days may be used for any personal reason, but may not be used as a substitute for any other leave type.

For the purpose of determining an employee's eligibility for Staff Wellness Days an employee may not have taken more than 27 hours uncertificated sick leave in the previous financial year. At the end of each financial year employees will be advised of their eligibility to take such leave in the next financial year. For the purpose of determining an employee's eligibility, a staff wellness day is deemed to be a certificated absence.

Staff Wellness Days are non-cumulative and may be taken in minimum units of one (1) day, subject to receiving prior written approval. The taking of a Staff Wellness Day will result in a reduction of an employee's sick leave entitlement.

Permanent part-time employees who work 38 hours or less per fortnight will only be eligible for one (1) Staff Wellness Day on an annual basis each financial year.

No employees will be eligible to access Staff Wellness Days in the first year of implementation due to the necessary eligibility process.

### 5.10 Bereavement Leave

All employees, on the death of a member of their immediate family in Australia, are entitled to paid bereavement leave up to and 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.

### 5.11 Leave Without Pay

Leave without pay 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 may be suspended.

### 5.12 Natural Disaster Leave

Eligible employees shall be allowed up to five (5) days paid natural disaster leave per financial year (non-cumulative), with access to a maximum of three (3) days leave per recognised natural disaster event.

Definition of a natural disaster event shall mean and include:

- **A declared natural disaster**, declared in accordance with the Disaster Management Act 2003; or
- **A local event**, declared by the Chief Executive Officer to be an event for the purpose of Natural Disaster Leave.

Natural disaster leave is separate to all other paid leave entitlements and as such will not be deducted from other paid leave entitlements available to eligible employees. However, natural disaster leave may not be substituted for other approved leave or where an employee is eligible to be paid under an existing leave entitlement (eg. sick leave / carer's leave).

## PART 6 – MISCELLANEOUS PROVISIONS

### 6.1 No Extra Claims

The parties agree that during the life of this agreement, no extra claims will be made for further wage or salary increases in excess of those provided above except where consistent with a Wage Case decision, or any other decision, of the Queensland Industrial Relations Commission so far as these decisions apply to certified agreements.

**6.2 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.

**6.3 Council Vehicles, Plant & Machinery**

It is agreed that Council vehicles, plant and machinery may be operated by more than one operator in the circumstances where –

- ❖ the usual driver is absent on leave or is ill;
- ❖ a project is being undertaken on the basis of extended working hours such as double shift or seven (7) day operation.

In order to maintain Council vehicles, plant and machinery in good mechanical condition, regular servicing will occur. It is agreed that, wherever relevant and practical operators will undertake routine servicing of the plant during normal working hours without impacting on day-to-day operations of Council works.

Signed for and on behalf of Somerset Regional Council ..... Robert Bain  
In the presence of ..... Rebecca Fitzgerald

Signed for and on behalf of the Queensland Services, Industrial Union of Employees ..... ??????????  
In the presence of:..... Gary Pollock

This Agreement is certified under chapter 6, part 1 of the Act.

## PART 7 – APPENDIX

## Appendix “A”

## WAGES / ALLOWANCES SCHEDULE

## SOMERSET REGIONAL COUNCIL - OFFICERS CERTIFIED AGREEMENT 2011 (PROPOSED)

Classification  * Annual rates based on a 38 hour week	Previous SRC Agreement Rates 30/06/2010	Rate effective 1st full pay period on or after 1st July 2011	Rate effective 1st full pay period on or after 1st July 2012	Rate effective 1st full pay period on or after 1st July 2013
		Greater of 4.0% or \$35 Increase	Greater of 4.1% or \$35 Increase	Greater of 4.2% or \$35 Increase
1.1	\$ 42,558	\$ 44,378	\$ 46,198	\$ 48,138
1.2	\$ 43,385	\$ 45,205	\$ 47,058	\$ 49,034
1.3	\$ 44,706	\$ 46,526	\$ 48,434	\$ 50,468
1.4	\$ 45,946	\$ 47,784	\$ 49,743	\$ 51,832
1.5	\$ 47,187	\$ 49,074	\$ 51,086	\$ 53,232
1.6	\$ 48,447	\$ 50,385	\$ 52,451	\$ 54,654
2.1	\$ 49,759	\$ 51,749	\$ 53,871	\$ 56,134
2.2	\$ 51,057	\$ 53,099	\$ 55,276	\$ 57,598
2.3	\$ 52,355	\$ 54,449	\$ 56,681	\$ 59,062
2.4	\$ 53,815	\$ 55,968	\$ 58,263	\$ 60,710
3.1	\$ 55,111	\$ 57,315	\$ 59,665	\$ 62,171
3.2	\$ 56,407	\$ 58,663	\$ 61,068	\$ 63,633
3.3	\$ 57,707	\$ 60,015	\$ 62,476	\$ 65,100
3.4	\$ 59,003	\$ 61,363	\$ 63,879	\$ 66,562
4.1	\$ 60,299	\$ 62,711	\$ 65,282	\$ 68,024
4.2	\$ 61,596	\$ 64,060	\$ 66,686	\$ 69,487
4.3	\$ 62,894	\$ 65,410	\$ 68,092	\$ 70,952
4.4	\$ 64,192	\$ 66,760	\$ 69,497	\$ 72,416
5.1	\$ 65,487	\$ 68,106	\$ 70,898	\$ 73,876
5.2	\$ 66,785	\$ 69,456	\$ 72,304	\$ 75,341
5.3	\$ 68,083	\$ 70,806	\$ 73,709	\$ 76,805
6.1	\$ 70,244	\$ 73,054	\$ 76,049	\$ 79,243
6.2	\$ 72,405	\$ 75,301	\$ 78,388	\$ 81,680
6.3	\$ 74,570	\$ 77,553	\$ 80,733	\$ 84,124
7.1	\$ 76,729	\$ 79,798	\$ 83,070	\$ 86,559
7.2	\$ 78,892	\$ 82,048	\$ 85,412	\$ 88,999
7.3	\$ 81,054	\$ 84,296	\$ 87,752	\$ 91,438
8.1	\$ 83,647	\$ 86,993	\$ 90,560	\$ 94,364
8.2	\$ 86,242	\$ 89,692	\$ 93,369	\$ 97,290
8.3	\$ 88,835	\$ 92,388	\$ 96,176	\$ 100,215
8.4	\$ 91,271	\$ 94,922	\$ 98,814	\$ 102,964
8.5	\$ 93,705	\$ 97,453	\$ 101,449	\$ 105,710
<b>Junior Rates (PLEASE NOTE: the minimum dollar increase does not apply to junior rates. Rates are calculated on a % of Level 1.1)</b>				
Under 17 yrs	\$ 23,407	\$ 24,408	\$ 25,409	\$ 26,476
17 yrs	\$ 25,535	\$ 26,627	\$ 27,719	\$ 28,883
18 yrs	\$ 29,790	\$ 31,065	\$ 32,339	\$ 33,697
19 yrs	\$ 34,046	\$ 35,502	\$ 36,958	\$ 38,510
20 yrs	\$ 38,302	\$ 39,940	\$ 41,578	\$ 43,324

## Indexed Allowances

	Rate effective 01/09/2010	Rate effective 1st full pay period on or after 1st July 2011	Rate effective 1st full pay period on or after 1st July 2012	Rate effective 1st full pay period on or after 1st July 2013
CWA	\$ 25.30	\$ 27.57	\$ 28.70	\$ 29.91
DWA	\$ 19.72	\$ 21.45	\$ 22.33	\$ 23.27

**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:

.....  
.....  
.....

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

.....  
.....  
.....

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

.....  
.....  
.....

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

.....  
.....  
.....

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

Supervisor's Comments

.....  
.....  
.....

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Union Representative's Signature

\_\_\_\_\_  
Date