

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Somerset Regional Council Certified Agreement 2015

*Matter No. CA/2015/4*

Commissioner Black

14 April 2015

CERTIFICATE

This matter coming on for hearing before the Commission on 14 April 2015 the Commission certifies the following written agreement:

Somerset Regional Council Certified Agreement 2015 - CA/2015/4 as amended.

Made between:

Somerset Regional Council

AND

The following employee organisations:

The Australian Workers' Union of Employees, Queensland; and  
Transport Workers' Union of Australia, Union of Employees, (Queensland Branch)

The following organisations became bound by the agreement pursuant to s 166(2) of the *Industrial Relations Act 1999*:

The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; and  
The Services Union, Industrial Union of Employees.

The agreement was certified by the Commission on 14 April 2015 and shall operate from 14 April 2015 until its nominal expiry on 30 June 2017.

In order to make the agreement certifiable, the following undertakings were given:

1. **Clause 1.2**

*This Agreement shall apply to the employees of Somerset Regional Council. This Agreement shall not apply to any employee who is employed in a High Income Position and/or to whom the Award does not apply due to the application of clause 4.2 (a) therein, ~~including but not~~ limited to the following positions:*

- *Chief Executive Officer*
- *Manager Operations*
- *Manager Finance*
- *Manager Corporate and Community Services*
- *Manager Planning and Development*
- *Manager Human Resources and Customer Service*
- *Works Manager*
- *Design and Development Engineer*
- *Overseer.*

**Council undertakes to apply this clause as if the words “included but not” are deleted.**

2. **Following certification of the Agreement, Council undertakes to provide all those positions listed in clause 1.2 with a new written contract of employment.**

This will be done for the following express purposes:

- a) To update the contract to note that the Queensland Local Government Industry Award 2014 does not apply to their employment;
- b) To note that the Somerset Regional Council Certified Agreement 2015 (and any of its replacements) does not apply to their employment; and
- c) To apprise the employees of the provisions of the new modernised Award.

3. **Clause 5.7**

*“All employees, on the death of a member of their immediate family ~~in Australia~~, are entitled to.....*

**Council undertakes to apply this clause as if the words “in Australia” were deleted so that it is not a precondition for the family member to be in Australia for the clause to operate.**

This agreement replaces the Somerset Regional Council Field Staff Certified Agreement 2011 and the Somerset Regional Council Officers Certified Agreement 2011.

By the Commission.

Commissioner Black

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION  
*Industrial Relations Act 1999* – s. 156 – certifying an agreement

**Somerset Regional Council**  
ABN No. 501 389 582 49

**AND**

**The Australian Worker's Union of Employees, Queensland (AWU)**  
ABN No. 54 942 536 069

**Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU)**  
ABN No. 80 519 643 130

**The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU)**  
ABN No. 73 089 711 903

**Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland (AMEPKU)**  
ABN No. 59 459 725 116

**The Services Union, Industrial Union of Employees (QSU)**  
ABN No. 863 516 656 53

**(No. CA 4 of 2015)**

**SOMERSET REGIONAL COUNCIL CERTIFIED AGREEMENT – 2015**

## TABLE OF CONTENTS

<b>PART 1 – PRELIMINARY</b> .....	<b>4</b>
1.1 Title.....	4
1.2 Parties Bound.....	4
1.2.1 Joint Consultative Committee (JCC) .....	4
1.3 Agreement Coverage .....	4
1.4 Date of Operation .....	4
1.5 Relationship to Parent Awards.....	4
1.6 Individual Flexibility Agreement.....	5
1.7 Consultation .....	6
1.8 Dispute Resolution.....	7
<b>PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT</b> .....	<b>8</b>
2.1 Performance Appraisals .....	8
2.2 Training .....	8
2.3 Reclassifications .....	8
2.4 Workplace Health & Safety .....	8
2.5 Agreement to Work from Home .....	8
<b>PART 3 – DEFINITIONS, WAGES AND ALLOWANCES</b> .....	<b>9</b>
3.1 Definitions .....	9
3.2 Wages and wage increases.....	10
3.3 Salary Sacrifice .....	11
3.4 On Call Additional Payment.....	11
3.4.1 Annualisation of On Call Additional Payment .....	12
3.5 First Aid Allowance.....	12
3.6 Construction Workers Allowance (CWA) / Dirty Work Allowance (DWA) .....	12
3.7 Multi-Skilling Allowance .....	12
3.8 Rubbish Operations Allowance .....	13
3.9 Leading Hand Allowance .....	13
3.10 Uniform Allowance .....	13
3.11 Miscellaneous Allowances .....	13
<b>PART 4 – HOURS OF WORK</b> .....	<b>14</b>
4.1 Hours of Work .....	14
4.2 Flexibility of Meal Break.....	14
4.3 Overtime .....	14
4.4 Travel Time .....	14
4.5 Time Off In Lieu (TOIL) .....	14
4.6 Work from Home Depots .....	15
<b>PART 5 – LEAVE PROVISIONS</b> .....	<b>15</b>
5.1 Annual Leave.....	15
5.2 Annual Closedown.....	15

5.3	Recall from Leave.....	16
5.4	Personal Leave.....	16
5.5	Long Service Leave.....	16
5.6	Rostered Days Off.....	17
5.7	Bereavement Leave.....	17
5.8	Leave Without Pay.....	18
5.9	Natural Disaster Leave.....	18
5.10	Maternity Leave.....	18
5.11	Paternity Leave.....	18
<b>PART 6 – MISCELLANEOUS PROVISIONS.....</b>		<b>18</b>
6.1	No Extra Claims.....	19
6.2	Energy Usage.....	19
6.3	Council Vehicles, Plant & Machinery.....	19
<b>PART 7 – APPENDIX.....</b>		<b>25</b>
	Appendix “A” – Wages Schedules.....	25
	Appendix “B” - Reclassification Procedure.....	27

## **PART 1 – PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as Somerset Regional Council Certified Agreement - 2015.

### **1.2 Parties Bound**

The parties bound to the agreement are:

- (a) Somerset Regional Council and the following unions:-
- (b) The Services Union, Industrial Union of Employees (QSU)
- (c) The Australian Workers' Union of Employees, Queensland (AWU)
- (d) Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU)
- (e) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU)
- (f) Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland (AMEPKU)

This Agreement shall apply to the employees of Somerset Regional Council. This Agreement shall not apply to any employee who is employed in a High Income Position and/or to whom the Award does not apply due to the application of clause 4.2 (a) therein, including but not limited to the following positions:

- Chief Executive Officer
- Manager Operations
- Manager Finance
- Manager Corporate and Community Services
- Manager Planning and Development
- Manager Human Resources and Customer Service
- Works Manager
- Design and Development Engineer
- Overseer

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

The SBU (Single Bargaining Unit) 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. The JCC will meet as requested where reasonable by any party to this Agreement.

### **1.3 Agreement Coverage**

This Agreement shall apply to the Council, the Unions party to this agreement and all Council's employees not exempted by clause 1.2 of this Agreement.

### **1.4 Date of Operation**

Somerset Regional Council Certified Agreement 2015 shall take effect from the date of certification.

The nominal expiry date for this agreement is the last full pay period inclusive of 30 June 2017.

Somerset Regional Council Certified Agreement - 2015 will continue to operate until a new Agreement is finalised.

### **1.5 Relationship to Parent Awards**

This Agreement shall be read and applied in conjunction with the Queensland Local Government Industry Award – State 2014. Provided that where there is any intended inconsistency between this Agreement and the Award/s, this Agreement shall prevail to the extent of the inconsistency.

### **1.6 Individual Flexibility Agreement**

1.6.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if—

- (a) this Agreement deals with 1 or more of the following matters—
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

1.6.2 The Employer must ensure the terms of the individual flexibility arrangement—

- (a) are only about matters required or permitted to be in this Agreement; and
- (b) are not non-allowable provisions; and
- (c) must not result, on balance, in an overall reduction in the entitlements or protections the employee has under this industrial instrument.

1.6.3 The Employer must ensure the individual flexibility arrangement—

- (a) is in writing and signed by the Employer and Employee; and
- (b) states—
  - (i) the names of the Employer and Employee; and
  - (ii) the terms of this industrial instrument that will be varied by the arrangement; and
  - (iii) how the arrangement will vary the effect of the terms; and
  - (iv) how the arrangement will not result, on balance, in an overall reduction in the entitlements or protections the employee has under this industrial instrument; and
  - (v) the day on which the arrangement commences; and

(c) if the Employee is under 18 years of age— is signed by a parent or guardian of the Employee.

1.6.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

1.6.5 An individual flexibility arrangement may be terminated—

(a) by either the Employee or Employer giving written notice of—

- (i) a period agreed between the parties of up to 12 months; or
- (ii) if no period has been agreed—28 days; or

(b) by the Employer and Employee at any time if they agree in writing to the termination.

## **1.7 Consultation**

1.7.1 This term applies if—

- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have a significant effect on some or all Employees (relevant Employees) of the enterprise.

1.7.2 The Employer must notify the relevant Employees of the decision to introduce the major change.

1.7.3 The Employer is not required to –

- (a) notify the relevant Employees or a representative of the decision until the time the Employer considers appropriate; or
- (b) consult with the relevant Employees or a representative about the decision until the Employer notifies the relevant Employees or the representative of the decision; or
- (c) consult with the relevant Employees or a representative about the decision other than in relation to implementation of the decision; or
- (d) disclose confidential or commercially sensitive information to the relevant Employees or a representative.

1.7.4 The relevant Employees may appoint a representative for the purposes of the procedures in this term if the representative is a union entitled to represent the Employees' industrial interests.

1.7.5 If—

- (a) the relevant Employees appoint a representative under 1.7.4 for the purposes of consultation; and
- (b) the relevant Employees advise the Employer of the identity of the representative; the employer must recognise the representative.

1.7.6 As soon as practicable after notifying the relevant Employees of the decision under 1.7.2, the employer must—

- (a) discuss with the relevant Employees-
  - (i) the implementation of the change; and

- (ii) the effect the implementation of the change is likely to have on the relevant Employees; and
- (iii) measures the Employer is taking to avert or mitigate the adverse effect of the implementation of the change on the relevant Employees; and

(b) for the purposes of the discussion—provide, in writing, to the relevant Employees—

- (i) information about the implementation of the change including the nature of the change proposed; and
- (ii) information about the expected effects of the implementation of the change on the relevant Employees; and
- (iii) any other matters regarding the implementation of the change likely to affect the relevant Employees.

1.7.7 The Employer must give prompt and genuine consideration to matters raised about the implementation of the major change by the relevant Employees.

1.7.8 In this term, a major change is likely to have a significant effect on Employees if it is likely to result in—

- (a) the termination of the employment of Employees; or
- (b) a major change to the composition, operation or size of the Employer's workforce or the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) an alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

## **1.8 Dispute Resolution**

1.8.1 This term applies to a dispute regarding-

- (a) a matter arising under this Agreement; or
- (b) the Queensland Employment Standards

1.8.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term if the representative is a union entitled to represent the Employee's industrial interests.

1.8.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee and relevant supervisors or management, or both.

1.8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Commission.

1.8.5 The Commission may deal with the dispute as follows—

- (a) the Commission may first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation;
- (b) if the Commission does not resolve the dispute under paragraph (a), the Commission may then deal with the dispute in accordance with its jurisdiction under the Act.

*Note—*

*1 If the commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*

*2 Chapter 9 of the Act provides for appeals against particular decisions made by the commission.*

1.8.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act.

1.8.7 Subject to applicable work health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.

1.8.8 The parties to the dispute agree to be bound by a decision made by the Commission in accordance with this term.

## **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 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.

### **2.2 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 agrees 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.

### **2.3 Reclassifications**

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

### **2.4 Workplace Health & Safety**

The enterprise as a whole makes a commitment to the provisions of the Work 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 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 quarterly to discuss and implement health and safety strategies for the Council. The Workplace Health and Safety Committee comprises of the Manager Human Resources, Safety Advisor and representatives from the following work areas: construction and maintenance (north and south); parks and gardens; workshop/stores and office administration. Training will be undertaken for all health and safety representatives as required.

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.

## **2.5 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.

## **PART 3 – DEFINITIONS, WAGES AND ALLOWANCES**

### **3.1 Definitions**

<b>“Award”</b>	shall mean Queensland Local Government Industry Award – State 2014
<b>“Best Practice”</b>	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.
<b>“Casual employee”</b>	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.
<b>“Council”</b>	shall mean the Somerset Regional Council.
<b>“Emergencies”</b>	shall mean where there is potential for loss of life or property damage.
<b>“Existing Employee”</b>	all employees employed at the time of certification of the Agreement subject to the

<b>“Full-time employee”</b>	Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) group, the Operations group or the Engineering group shall mean a weekly hired employee who works on average 38 ordinary hours per week.
<b>“Genuine Family Needs”</b>	shall mean, for the purpose of this agreement, either illness or crisis in the immediate family, or the need to avoid leaving children unattended.
<b>“Immediate family”</b>	includes: (a) the employee's spouse; and (b) a child, ex-nuptial child, stepchild, adopted child, ex-foster child, parent, grandparent, grandchild or sibling of the employee or employee's spouse.
<b>“JCC”</b>	shall mean Joint Consultative Committee
<b>“Part-time employee”</b>	shall mean an employee who works a constant number of hours per week less than the ordinary number of hours prescribed for a full-time employee.
<b>“Time in Lieu”</b>	time in lieu is time taken off and paid for on the same equivalent as the time actually worked.
<b>“Training”</b>	means a structural competency based, skills needs assessment and training management program, for both the enterprise as a whole and each individual employee.
<b>“Union”</b>	shall mean the Unions of all associated Parties Bound by this agreement

### 3.2 Wages and wage increases

Wages (per week) and Wage increases for all employees, other than 'existing employees' at the time of certification of this Agreement, shall be as follows:

				Remaining part of financial year ending 30 June 2015		Financial year ending 30 June 2016		Financial year ending 30 June 2017			
				Commencing on the first full pay period immediately after certification		Commencing on the first full pay period falling after 1 July 2015		Commencing on the first full pay period falling after 1 July 2016			
Wage Level	Groups			Preserved Pay Rates		2.1% or 1 April 2014 to 31 March 2015 Brisbane CPI, whichever is greater		2.2% or 1 April 2014 to 31 March 2015 Brisbane CPI, whichever is greater		2.2% or 1 April 2015 to 31 March 2016 Brisbane CPI, whichever is greater	
	Operations	Engineering	Administrative, technical, community service, supervisory and managerial	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate
1		C14 & C13	1.1	\$ 817.70	\$ 42,520.40	\$ 834.87	\$ 43,413.33	\$ 853.24	\$ 44,368.42	\$ 872.01	\$ 45,344.53
2	LGE L1	C12	1.2	\$ 857.51	\$ 44,590.52	\$ 875.52	\$ 45,526.92	\$ 894.78	\$ 46,528.51	\$ 914.47	\$ 47,552.14
3	LGE L2 & L3	C11	1.3 and 1.4	\$ 887.86	\$ 46,168.72	\$ 906.51	\$ 47,138.26	\$ 926.45	\$ 48,175.30	\$ 946.83	\$ 49,235.16
4	LGE L4		1.5	\$ 902.09	\$ 46,908.68	\$ 921.03	\$ 47,893.76	\$ 941.29	\$ 48,947.42	\$ 962.00	\$ 50,024.26
5	LGE L5	C10	1.6	\$ 917.71	\$ 47,720.92	\$ 936.98	\$ 48,723.06	\$ 957.59	\$ 49,794.97	\$ 978.66	\$ 50,890.46
6	LGE L6	C9	2.1	\$ 947.83	\$ 49,287.16	\$ 967.73	\$ 50,322.19	\$ 989.02	\$ 51,429.28	\$ 1,010.78	\$ 52,560.72
7	LGE L7	C8	2.2	\$ 978.81	\$ 50,898.12	\$ 999.37	\$ 51,966.98	\$ 1,021.36	\$ 53,110.25	\$ 1,043.83	\$ 54,278.68
8	LGE L8	C7	2.3 and 2.4	\$ 1,010.97	\$ 52,570.44	\$ 1,032.20	\$ 53,674.42	\$ 1,054.91	\$ 54,855.26	\$ 1,078.12	\$ 56,062.08
9	LGE L9		3.1 and 3.2	\$ 1,050.24	\$ 54,612.48	\$ 1,072.30	\$ 55,759.34	\$ 1,095.89	\$ 56,986.05	\$ 1,120.00	\$ 58,239.74
10		C6	3.3 and 3.4	\$ 1,090.33	\$ 56,697.16	\$ 1,113.23	\$ 57,887.80	\$ 1,137.72	\$ 59,161.33	\$ 1,162.75	\$ 60,462.88
11		C5	4.1	\$ 1,308.15	\$ 68,023.80	\$ 1,335.62	\$ 69,452.30	\$ 1,365.00	\$ 70,980.25	\$ 1,395.03	\$ 72,541.82
12		C4	4.2	\$ 1,336.29	\$ 69,487.08	\$ 1,364.35	\$ 70,946.31	\$ 1,394.37	\$ 72,507.13	\$ 1,425.05	\$ 74,102.29
13			4.3 and 4.4	\$ 1,392.62	\$ 72,416.24	\$ 1,421.87	\$ 73,936.98	\$ 1,453.15	\$ 75,563.59	\$ 1,485.12	\$ 77,225.99
14		C3	5.1	\$ 1,420.69	\$ 73,875.88	\$ 1,450.52	\$ 75,427.27	\$ 1,482.43	\$ 77,086.67	\$ 1,515.04	\$ 78,782.58
15		C2 (a)	5.2 and 5.3	\$ 1,477.02	\$ 76,805.04	\$ 1,508.04	\$ 78,417.95	\$ 1,541.22	\$ 80,143.14	\$ 1,575.13	\$ 81,906.29
16				\$ 1,500.61	\$ 78,031.72	\$ 1,532.12	\$ 79,670.39	\$ 1,565.83	\$ 81,423.14	\$ 1,600.28	\$ 83,214.45
17		C2 (b)	6.1	\$ 1,523.90	\$ 79,242.80	\$ 1,555.90	\$ 80,906.90	\$ 1,590.13	\$ 82,686.85	\$ 1,625.11	\$ 84,505.96
18			6.2	\$ 1,570.77	\$ 81,680.04	\$ 1,603.76	\$ 83,395.32	\$ 1,639.04	\$ 85,230.02	\$ 1,675.10	\$ 87,105.08
19			6.3 and 7.1	\$ 1,664.60	\$ 86,559.20	\$ 1,699.56	\$ 88,376.94	\$ 1,736.95	\$ 90,321.23	\$ 1,775.16	\$ 92,308.30
20			7.2 and 7.3	\$ 1,758.42	\$ 91,437.84	\$ 1,795.35	\$ 93,358.03	\$ 1,834.85	\$ 95,411.91	\$ 1,875.22	\$ 97,510.97
21			8.1	\$ 1,814.69	\$ 94,363.88	\$ 1,852.80	\$ 96,345.52	\$ 1,893.56	\$ 98,465.12	\$ 1,935.22	\$ 100,631.35
22			8.2	\$ 1,870.96	\$ 97,289.92	\$ 1,910.25	\$ 99,333.01	\$ 1,952.28	\$ 101,518.34	\$ 1,995.23	\$ 103,751.74
23			8.3	\$ 1,927.21	\$ 100,214.92	\$ 1,967.68	\$ 102,319.43	\$ 2,010.97	\$ 104,570.46	\$ 2,055.21	\$ 106,871.01
24			8.4	\$ 1,980.08	\$ 102,964.16	\$ 2,021.66	\$ 105,126.41	\$ 2,066.14	\$ 107,439.19	\$ 2,111.60	\$ 109,802.85
25			8.5	\$ 2,032.88	\$ 105,709.76	\$ 2,075.57	\$ 107,929.66	\$ 2,121.23	\$ 110,304.11	\$ 2,167.90	\$ 112,730.80

Wages shall be paid fortnightly by electronic funds transfer.

- a) Note: Preserved wages and wage increases for 'existing employees' at the time of certification of this Agreement subject to the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) group, the Operations group or the Engineering group is located at Appendix "A".
- b) Any 'existing employee' at the time of certification of this Agreement subject to the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) group, the Operations group or the Engineering group who is recruited, promoted, reclassified or transitioned into another role, or who performs duties at a higher level (as defined by clause 12.11 and 12.12 of the award) up to and including 30 June 2017, will have their position reclassified pursuant to the classifications contained in Appendix "A".

All other provisions applying to 'existing employees' shall also be retained including personal leave, annual leave and allowances in these circumstances.

### **3.3 Salary Sacrifice**

The CEO (Chief Executive Officer), 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.

### **3.4 On Call Additional Payment**

All 'existing employees' at the time of certification of this Agreement, whose classifications fall within the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) Group, Operations Group or the Engineering Group of the Award will be paid the following when appointed on call for emergency work except where the on call additional payment 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 an on call additional payment of \$16.20 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.

Any employees in the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) Group, Operations Group or the Engineering Group who commence employment after the certification of this Agreement shall be paid an on call additional payment in accordance with the Award.

#### 3.4.1 Annualisation of On Call Additional Payment

Employees who are required to be on call as part of their normal work will have the option to annualise the on call additional payment.

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

### 3.5 First Aid Allowance

For employees whose classification falls within the Operations Group or the Engineering Group, a First Aid Allowance of \$15.70 per week, or allowance in accordance with the Award, whichever is the greater, may apply to an appointed person in a gang who holds an appropriate first-aid certificate as a first-aid attendant. This allowance will be paid to one (1) qualified person per gang for up to twelve (12) gangs when the appointed employee works for three (3) days or more in a week.

For employees whose classification falls within the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) Group, a First Aid Allowance of \$15.70 per week, or allowance in accordance with the Award, whichever is the greater, may apply to an appointed person at an administrative office up to three (3) locations provided the employee works for three (3) days or more in a week.

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

All 'existing employees' at the time of certification of this Agreement, apart from cleaners, whose classifications fall within the Operations Group in the General Stream of the Award, will continue to receive a weekly allowance of \$29.91 in lieu of the Local Government Industry Allowance.

All 'existing employees' at the time of certification of this Agreement whose classifications fall within the Engineering Group in the General Stream of the Award will continue to receive a weekly allowance of \$23.27 in lieu of the Local Government Industry Allowance.

All 'existing employees' at the time of certification of this Agreement, whose classifications fall within the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) Group of the Award, who receive CWA or DWA, will continue to receive a weekly allowance of \$29.91 or \$23.27 respectively, in lieu of the Local Government Industry Allowance. This payment is intended for Construction and Maintenance Foreman, Workshop Supervisor, Local Laws personnel and Pest Management Officers.

Any employees in the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) Group, Operations Group or the Engineering Group who commence employment after the certification of this Agreement shall be paid the Local Government Industry Allowance in accordance with the Award.

### **3.7 Multi-Skilling Allowance**

The aim of this clause is to encourage permanent employees to learn new skills (also to recognise the existing skills) and create a multi-skilled workforce capable of working in several fields, as required.

Employees holding three (3) or more tickets or licences to operate plant equipment in use by the Council will be paid a bonus payment of \$6.47 each week on the basis that this procedure creates a multi-skilled workforce. Chainsaw tickets shall not form part of this bonus payment.

A completed Multi-Skilling Allowance Application Form, including copies of current tickets and licences must be submitted and approved before bonus payments are received. The employee must be willing and able to perform these duties and / or operate the respective machinery to a satisfactory level of efficiency.

### **3.8 Rubbish Operations Allowance**

All 'existing employees' at the time of certification of this Agreement, whose classifications fall within the Operations Group in the General Stream of the Award, who are primarily engaged driving a rubbish vehicle shall be paid \$2.42 per hour whilst directly engaged on such work.

Any employees in the Operations Group who commence employment after the certification of this Agreement, shall be paid a Rubbish Operations Allowance in accordance with the Award.

### **3.9 Leading Hand Allowance**

All 'existing employees' at the time of certification of this Agreement, whose classifications fall within the Operations Group in the General Stream of the Award who are appointed to be in charge of the work of two (2) or more but less than six (6) employees at the time of certification of this Agreement will receive a daily allowance of \$5.33 in addition to the applicable wage.

All 'existing employees' at the time of certification of this Agreement, whose classifications fall within the Engineering Group in the General Stream of the Award who are appointed to be in charge of the work of two (2) or more but less than six (6) employees at the time of certification of this Agreement, will receive a daily allowance of \$6.82 in addition to the applicable wage.

Any employees in the Operations Group or the Engineering Group who are appointed to be in charge of the work of six (6) or more employees, or who commence employment after the certification of this Agreement shall be paid a Leading

Hand Allowance in accordance with the Award in addition to the applicable wage.

### **3.10 Uniform Allowance**

In lieu of Uniforms and laundry allowance as provided in clause 13(o) of the Award:

- a) All permanent full-time employees whose classifications fall within the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) Group are entitled to receive up to \$700 allocation, inclusive of GST, in their first financial year of employment for purchasing approved uniforms. For each subsequent financial year, Council will provide up to \$300 allocation, inclusive of GST.

Permanent part-time staff are entitled to claim the allocation at the rate equivalent to the percentage of full-time employment e.g. 50% FTE – 50% of allocation available.

All permanent full-time employees whose classifications fall within the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) Group of the Award, who supervise staff within the Operations or Engineering Groups will be provided with all appropriate Personal Protective Equipment, as required. This is intended for Construction and Maintenance Foreman and Workshop Supervisor.

- b) All permanent full-time employees whose classifications fall within the Operations Group or the Engineering Group will be provided with all appropriate Personal Protective Equipment, as required.

### **3.11 Miscellaneous Allowances**

All 'existing employees' at the time of certification of this Agreement, whose classifications fall within the Operations Group in the General Stream of the Award who receive the following Allowances shall continue to receive such Allowances where applicable in accordance with intent of the listed allowance:

- a) Poison Sprays Allowance of \$13.80 per week;
- b) Toilet Cleaning Allowance of \$0.24 per hour.

## **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 will be worked in line with a nine (9) day fortnight regime.

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.

### **4.2 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.

### **4.3 Overtime**

It is agreed between the parties that, in situations where it is necessary to meet the business needs of Council, and in accordance with best practices, and/or it is cost effective to complete a task, the employee may be required to work overtime at any time and for whatever duration required by Council provided that:

- a) In matters other than emergencies, and where more than two (2) hours overtime is required, at least twenty-four (24) hours notice shall be given to the employee;
- b) In emergencies, no notice is required to be given;
- c) All overtime work is to be paid in accordance with the Award or terms of this agreement;
- d) 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).
- e) Notwithstanding the above, an employee will have the right to refuse to work overtime in cases of genuine family needs and/or after having performed the equivalent of a standard day's overtime in any one (1) week.

For overtime worked by any employee to be recognised, prior approval for such overtime must first be obtained from, or the direction to work such overtime must first be issued by, the employee's supervisor/manager. Note: this requirement is not applicable to employees who are on-call as part of a rotating roster.

All other provisions of the Award apply.

### **4.4 Travel Time**

In circumstances where employees whose classifications fall within the Operations Group or the Engineering Group are required to travel between their appointed depot and jobsite outside their ordinary hours, they shall be entitled to the following payment:

- Drivers will be entitled to applicable overtime rates;
- Passengers shall be paid at their ordinary hourly rate.

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

It is agreed between the parties that overtime may be taken as time off in lieu, equivalent to time worked by mutual agreement.

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 supervisor's / manager's approval before working any overtime advising whether they request to be paid normal award overtime rates or accrue it as time in lieu. Please note, this is not applicable to employees who are on-call as part of a rotating roster.
- b) Leave from an employee's time in lieu accrual shall be taken at a time mutually agreed upon between the employee and their supervisor. Such agreement shall not be unreasonably withheld. Where application has been made to access accrued 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 (38) hours.
- d) Part-time employees may accrue a maximum of pro-rata hours equivalent to the employee's standard weekly hours.
- e) No employee will accrue in excess of the above caps without specific written authorisation of the CEO (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 thirty-eight (38) hours accrual 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.

#### **4.6 Work from Home Depots**

It is agreed that employees working from their appointed workplace regard this location as their home base and commence and finish work from this location.

Excluding previous Kilcoy Shire Council field staff employees in their original positions as at amalgamation (15 March 2008), Council maintains the right to reassign the appointed workplace of employees if required to maintain production efficiencies.

### **PART 5 – LEAVE PROVISIONS**

#### **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**

- a) Council will advise the actual dates during which operational works for field crews will be closed down over the Christmas / New Year period and invite applications from field staff for a “skeleton crew” position. Employees successful in obtaining a “skeleton crew” position in one year, may be ineligible the following year. Appointments to the “skeleton crew” will be at the discretion of management.
- b) Where appropriate and as determined by Council on an annual basis, all administration workplaces, libraries, information centres etc may also 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 may 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 Personal Leave**

- a) All existing full-time and part-time employees (on a pro rata basis) at the time of certification of this Agreement, whose classifications fall within the Operations group or the Engineering group of the Award shall accrue 12 days (i.e 91.2 hours) personal leave per annum.  
  
Any employees in the Operations or Engineering group who commence employment after the certification of this Agreement shall be entitled to Personal Leave in accordance with the Award.
- b) All existing full-time and part-time employees (on a pro rata basis) at the time of the certification of this

Agreement, whose classifications fall within the Administrative, technical, community service, supervisory and managerial (other than Indigenous) group shall accrue 15 days (i.e 114 hours) personal leave per annum.

Any employees in the Administrative, technical, community service, supervisory and managerial (other than Indigenous) group who commence employment after the certification of this Agreement, shall be entitled to Personal Leave in accordance with the Award.

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 Award apply.

### **5.5 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.

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 CEO, 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.

### **5.6 Rostered Days Off**

Council agrees that full-time employees engaged under the provisions of this agreement will 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 financial year. Current arrangements where grass mowing crews are required to work a maximum of five (5) RDO's in the growing season will be maintained.
- Further RDO's maybe 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 CEO (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 seeks 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.

### 5.7 Bereavement Leave

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

All other provisions of the Award will apply

### 5.8 Leave Without Pay

Leave without pay may be granted to any employee at the discretion of the CEO. 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.

### 5.9 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 major local event**, declared by the CEO 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).

## **5.10 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. For permanent full-time female employees, this leave can be taken as six (6) weeks full pay or twelve (12) weeks half pay or as a lump sum payment. For permanent part-time employees, payments are calculated on a pro rata basis.

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.

## **5.11 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.

## **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 in this Agreement.

## **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; or
- a project is being undertaken on the basis of extended working hours such as double shift or seven 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

ABN 501 389 582 49

In the presence of – Rachel Lerch

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

Signed for and on behalf of } Ben Swan  
The Australian Worker's Union of Employees, Queensland  
ABN No. 54 942 536 069

In the presence of – ??????????????

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

Signed for and on behalf of }  
Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU)}  
.....  
ABN No. 80 519 643 130

In the presence of – .....

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

Signed for and on behalf of }  
The Construction, Forestry, Mining & Energy, Industrial Union of Employees Queensland }

.....  
ABN No. 80 519 643 130

In the presence of – .....

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

Signed for and on behalf of }  
Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees,  
Queensland (AMEPKU)  
} .....  
ABN No. 59 459 725 116

In the presence of – .....

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

**PART 7 – APPENDIX**

**Appendix “A” WAGES SCHEDULES**

Employees employed immediately prior to the certification date of this Agreement whose classification would translate to the Operations group (i.e the Local Government Employees' Award) to the Queensland Local Government Industry Award - 2014 shall retain the preserved rates, corresponding to their translated classification, as outlined below:

Transferred Classification	Preserved Pay Rate		Remaining part of financial year ending 30 June 2015	Financial year ending 30 June 2016		Financial year ending 30 June 2017		
			Commencing on the first full pay period immediately after certification	Commencing on the first full pay period falling after 1 July 2015		Commencing on the first full pay period falling after 1 July 2016		
				2.1% or 1 April 2014 to 31 March 2015 Brisbane CPI, whichever is greater		2.2% or 1 April 2014 to 31 March 2015 Brisbane CPI, whichever is greater		2.2% or 1 April 2015 to 31 March 2016 Brisbane CPI, whichever is greater
Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	
Level 1a	\$ 857.51	\$44,590.52	\$ 875.52	\$ 45,526.92	\$ 894.78	\$ 46,528.51	\$ 914.47	\$ 47,552.14
Level 1b	\$ 857.51	\$44,590.52	\$ 875.52	\$ 45,526.92	\$ 894.78	\$ 46,528.51	\$ 914.47	\$ 47,552.14
Level 2	\$ 887.86	\$46,168.72	\$ 906.51	\$ 47,138.26	\$ 926.45	\$ 48,175.30	\$ 946.83	\$ 49,235.16
Level 3	\$ 887.86	\$46,168.72	\$ 906.51	\$ 47,138.26	\$ 926.45	\$ 48,175.30	\$ 946.83	\$ 49,235.16
Level 4	\$ 902.09	\$46,908.68	\$ 921.03	\$ 47,893.76	\$ 941.29	\$ 48,947.42	\$ 962.00	\$ 50,024.26
Level 5	\$ 917.71	\$47,720.92	\$ 936.98	\$ 48,723.06	\$ 957.59	\$ 49,794.97	\$ 978.66	\$ 50,890.46
Level 6	\$ 947.83	\$49,287.16	\$ 967.73	\$ 50,322.19	\$ 989.02	\$ 51,429.28	\$ 1,010.78	\$ 52,560.72
Level 7	\$ 978.81	\$50,898.12	\$ 999.37	\$ 51,966.98	\$ 1,021.36	\$ 53,110.25	\$ 1,043.83	\$ 54,278.68
Level 8	\$ 1,010.97	\$52,570.44	\$ 1,032.20	\$ 53,674.42	\$ 1,054.91	\$ 54,855.26	\$ 1,078.12	\$ 56,062.08
Level 9	\$ 1,050.24	\$54,612.48	\$ 1,072.30	\$ 55,759.34	\$ 1,095.89	\$ 56,986.05	\$ 1,120.00	\$ 58,239.74

**IMPORTANT NOTE:** The rates prescribed under this schedule are preserved transitional rates only. All employees employed after the certification date of this Agreement shall move directly onto the 25 pay point structure as per as per Clause 3.2 Wages and wage increases.

Employees employed immediately prior to the certification date of this Agreement whose classification would translate to the Engineering Group of the Queensland Local Government Industry Award - 2014 shall retain the preserved rates, corresponding to their translated classification, as outlined below:

Transferred Classification	Preserved pay rate		Remaining part of financial year ending 30 June 2015	Financial year ending 30 June 2016		Financial year ending 30 June 2017		
			Commencing on the first full pay period immediately after certification	Commencing on the first full pay period falling after 1 July 2015		Commencing on the first full pay period falling after 1 July 2016		
				2.1% or 1 April 2014 to 31 March 2015 Brisbane CPI, whichever is greater		2.2% or 1 April 2014 to 31 March 2015 Brisbane CPI, whichever is greater		2.2% or 1 April 2015 to 31 March 2016 Brisbane CPI, whichever is greater
Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	
C14	\$ 817.70	\$ 42,520.40	\$ 834.87	\$ 43,413.33	\$ 853.24	\$ 44,368.42	\$ 872.01	\$ 45,344.53
C13	\$ 817.70	\$ 42,520.40	\$ 834.87	\$ 43,413.33	\$ 853.24	\$ 44,368.42	\$ 872.01	\$ 45,344.53
C12	\$ 857.51	\$ 44,590.52	\$ 875.52	\$ 45,526.92	\$ 894.78	\$ 46,528.51	\$ 914.47	\$ 47,552.14
C11	\$ 887.86	\$ 46,168.72	\$ 906.51	\$ 47,138.26	\$ 926.45	\$ 48,175.30	\$ 946.83	\$ 49,235.16
C10	\$ 917.71	\$ 47,720.92	\$ 936.98	\$ 48,723.06	\$ 957.59	\$ 49,794.97	\$ 978.66	\$ 50,890.46
C9	\$ 947.83	\$ 49,287.16	\$ 967.73	\$ 50,322.19	\$ 989.02	\$ 51,429.28	\$ 1,010.78	\$ 52,560.72
C8	\$ 978.81	\$ 50,898.12	\$ 999.37	\$ 51,966.98	\$ 1,021.36	\$ 53,110.25	\$ 1,043.83	\$ 54,278.68
C7	\$ 1,010.97	\$ 52,570.44	\$ 1,032.20	\$ 53,674.42	\$ 1,054.91	\$ 54,855.26	\$ 1,078.12	\$ 56,062.08
C6	\$ 1,090.33	\$ 56,697.16	\$ 1,113.23	\$ 57,887.80	\$ 1,137.72	\$ 59,161.33	\$ 1,162.75	\$ 60,462.88
C5	\$ 1,308.15	\$ 68,023.80	\$ 1,335.62	\$ 69,452.30	\$ 1,365.00	\$ 70,980.25	\$ 1,395.03	\$ 72,541.82
C4	\$ 1,336.29	\$ 69,487.08	\$ 1,364.35	\$ 70,946.31	\$ 1,394.37	\$ 72,507.13	\$ 1,425.05	\$ 74,102.29
C3	\$ 1,420.69	\$ 73,875.88	\$ 1,450.52	\$ 75,427.27	\$ 1,482.43	\$ 77,086.67	\$ 1,515.04	\$ 78,782.58
C2(a)	\$ 1,477.02	\$ 76,805.04	\$ 1,508.04	\$ 78,417.95	\$ 1,541.22	\$ 80,143.14	\$ 1,575.13	\$ 81,906.29
C2(b)	\$ 1,523.90	\$ 79,242.80	\$ 1,555.90	\$ 80,906.90	\$ 1,590.13	\$ 82,686.85	\$ 1,625.11	\$ 84,505.96

**IMPORTANT NOTE:** The rates prescribed under this schedule are preserved transitional rates only. All employees employed after the certification date of this Agreement shall move directly onto the 25 pay point structure as per Clause 3.2 Wages and wage increases.

**Appendix "A" continued:** Employees employed immediately prior to the certification date of this Agreement whose classification would translate to the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) group of the Queensland Local Government Industry Award - 2014 shall retain the preserved rates, corresponding to their translated classification, as outlined below:

Transferred Classification	Preserved Pay Rate		Remaining part of financial year ending 30 June 2015		Financial year ending 30 June 2016		Financial year ending 30 June 2017	
			Commencing on the first full pay period immediately after certification		Commencing on the first full pay period falling after 1 July 2015		Commencing on the first full pay period falling after 1 July 2016	
			2.1% or 1 April 2014 to 31 March 2015 Brisbane CPI, whichever is greater		2.2% or 1 April 2014 to 31 March 2015 Brisbane CPI, whichever is greater		2.2% or 1 April 2015 to 31 March 2016 Brisbane CPI, whichever is greater	
	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate
Level 1, year 1	\$ 925.73	\$ 48,137.96	\$ 945.17	\$ 49,148.86	\$ 965.96	\$ 50,230.13	\$ 987.21	\$ 51,335.19
Level 1, year 2	\$ 942.96	\$ 49,033.92	\$ 962.76	\$ 50,063.63	\$ 983.94	\$ 51,165.03	\$ 1,005.59	\$ 52,290.66
Level 1, year 3	\$ 970.54	\$ 50,468.08	\$ 990.92	\$ 51,527.91	\$ 1,012.72	\$ 52,661.52	\$ 1,035.00	\$ 53,820.07
Level 1, year 4	\$ 996.77	\$ 51,832.04	\$ 1,017.70	\$ 52,920.51	\$ 1,040.09	\$ 54,084.76	\$ 1,062.97	\$ 55,274.62
Level 1, year 5	\$1,023.69	\$ 53,231.88	\$ 1,045.19	\$ 54,349.75	\$ 1,068.18	\$ 55,545.44	\$ 1,091.68	\$ 56,767.44
Level 1, year 6	\$1,051.05	\$ 54,654.60	\$ 1,073.12	\$ 55,802.35	\$ 1,096.73	\$ 57,030.00	\$ 1,120.86	\$ 58,284.66
Level 2, year 1	\$1,079.50	\$ 56,134.00	\$ 1,102.17	\$ 57,312.81	\$ 1,126.42	\$ 58,573.69	\$ 1,151.20	\$ 59,862.31
Level 2, year 2	\$1,107.65	\$ 57,597.80	\$ 1,130.91	\$ 58,807.35	\$ 1,155.79	\$ 60,101.11	\$ 1,181.22	\$ 61,423.33
Level 2, year 3	\$1,135.81	\$ 59,062.12	\$ 1,159.66	\$ 60,302.42	\$ 1,185.17	\$ 61,629.07	\$ 1,211.24	\$ 62,984.91
Level 2, year 4	\$1,167.50	\$ 60,710.00	\$ 1,192.02	\$ 61,984.91	\$ 1,218.24	\$ 63,348.58	\$ 1,245.04	\$ 64,742.25
Level 3, year 1	\$1,195.59	\$ 62,170.68	\$ 1,220.70	\$ 63,476.26	\$ 1,247.56	\$ 64,872.74	\$ 1,275.01	\$ 66,299.94
Level 3, year 2	\$1,223.71	\$ 63,632.92	\$ 1,249.41	\$ 64,969.21	\$ 1,276.90	\$ 66,398.53	\$ 1,304.99	\$ 67,859.30
Level 3, year 3	\$1,251.92	\$ 65,099.84	\$ 1,278.21	\$ 66,466.94	\$ 1,306.33	\$ 67,929.21	\$ 1,335.07	\$ 69,423.65
Level 3, year 4	\$1,280.04	\$ 66,562.08	\$ 1,306.92	\$ 67,959.88	\$ 1,335.67	\$ 69,455.00	\$ 1,365.05	\$ 70,983.01
Level 4, year 1	\$1,308.15	\$ 68,023.80	\$ 1,335.62	\$ 69,452.30	\$ 1,365.00	\$ 70,980.25	\$ 1,395.03	\$ 72,541.82
Level 4, year 2	\$1,336.28	\$ 69,486.56	\$ 1,364.34	\$ 70,945.78	\$ 1,394.36	\$ 72,506.59	\$ 1,425.04	\$ 74,101.73
Level 4, year 3	\$1,392.62	\$ 72,416.24	\$ 1,421.87	\$ 73,936.98	\$ 1,453.15	\$ 75,563.59	\$ 1,485.12	\$ 77,225.99
Level 4, year 4	\$1,392.62	\$ 72,416.24	\$ 1,421.87	\$ 73,936.98	\$ 1,453.15	\$ 75,563.59	\$ 1,485.12	\$ 77,225.99
Level 5, year 1	\$1,420.69	\$ 73,875.88	\$ 1,450.52	\$ 75,427.27	\$ 1,482.43	\$ 77,086.67	\$ 1,515.04	\$ 78,782.58
Level 5, year 2	\$1,477.02	\$ 76,805.04	\$ 1,508.04	\$ 78,417.95	\$ 1,541.22	\$ 80,143.14	\$ 1,575.13	\$ 81,906.29
Level 5, year 3	\$1,477.02	\$ 76,805.04	\$ 1,508.04	\$ 78,417.95	\$ 1,541.22	\$ 80,143.14	\$ 1,575.13	\$ 81,906.29
Level 6, year 1	\$1,523.90	\$ 79,242.80	\$ 1,555.90	\$ 80,906.90	\$ 1,590.13	\$ 82,686.85	\$ 1,625.11	\$ 84,505.96
Level 6, year 2	\$1,570.77	\$ 81,680.04	\$ 1,603.76	\$ 83,395.32	\$ 1,639.04	\$ 85,230.02	\$ 1,675.10	\$ 87,105.08
Level 6, year 3	\$1,664.60	\$ 86,559.20	\$ 1,699.56	\$ 88,376.94	\$ 1,736.95	\$ 90,321.23	\$ 1,775.16	\$ 92,308.30
Level 7, year 1	\$1,664.60	\$ 86,559.20	\$ 1,699.56	\$ 88,376.94	\$ 1,736.95	\$ 90,321.23	\$ 1,775.16	\$ 92,308.30
Level 7, year 2	\$1,758.42	\$ 91,437.84	\$ 1,795.35	\$ 93,358.03	\$ 1,834.85	\$ 95,411.91	\$ 1,875.22	\$ 97,510.97
Level 7, year 3	\$1,758.42	\$ 91,437.84	\$ 1,795.35	\$ 93,358.03	\$ 1,834.85	\$ 95,411.91	\$ 1,875.22	\$ 97,510.97
Level 8, year 1	\$1,814.69	\$ 94,363.88	\$ 1,852.80	\$ 96,345.52	\$ 1,893.56	\$ 98,465.12	\$ 1,935.22	\$ 100,631.35
Level 8, year 2	\$1,870.96	\$ 97,289.92	\$ 1,910.25	\$ 99,333.01	\$ 1,952.28	\$ 101,518.34	\$ 1,995.23	\$ 103,751.74
Level 8, year 3	\$1,927.21	\$100,214.92	\$ 1,967.68	\$ 102,319.43	\$ 2,010.97	\$ 104,570.46	\$ 2,055.21	\$ 106,871.01
Level 8, year 4	\$1,980.08	\$102,964.16	\$ 2,021.66	\$ 105,126.41	\$ 2,066.14	\$ 107,439.19	\$ 2,111.60	\$ 109,802.85
Level 8, year 5	\$2,032.88	\$105,709.76	\$ 2,075.57	\$ 107,929.66	\$ 2,121.23	\$ 110,304.11	\$ 2,167.90	\$ 112,730.80

Movement to the next highest salary point within a Level will be by way of annual increment subject to the employee having demonstrated satisfactory service for the prior twelve months in accordance with Council's performance management and skill development plan for the employee. Such plan shall, where practicable, be reviewed and updated annually. **IMPORTANT NOTE:** The rates prescribed under this schedule are preserved transitional rates only. All employees employed after the certification date of this Agreement shall move directly onto the 25 pay point structure as per Clause 3.2 Wages and wage increases.

## Appendix "B"

### 1.1.1 RECLASSIFICATION PROCEDURE

This procedure has been developed specifically for the Somerset Regional Council 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 if requested, 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 Human Resources along with the proposed 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 (CEO) for consideration. This process will be reviewed within a four (4) week period from the date of receipt of request. Notification of the outcome will be given to the employee in writing at this time.

#### STEP 3

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

Should the employee not be satisfied with the CEO's decision they may request a panel be formed to reconsider the outcome of the request for reclassification. The panel is to be comprised of the CEO or his nominee, a compulsory union delegate (if the employee is a member of a union party to the Agreement) 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 Dispute Resolution clause of this agreement.

**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

Attachment A

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**Somerset Regional Council**

ABN No. 501 389 582 49

**AND**

**The Australian Worker's Union of Employees, Queensland (AWU)**

ABN No. 54 942 536 069

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

ABN No. 80 519 643 130

**The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU)**

ABN No. 73 089 711 903

**Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland (AMEPKU)**

ABN No. 59 459 725 116

**The Services Union, Industrial Union of Employees (QSU)**

ABN No. 863 516 656 53

**(No. CA of 2015)**

**SOMERSET REGIONAL COUNCIL CERTIFIED AGREEMENT – 2015**

## TABLE OF CONTENTS

<b>PART 1 – PRELIMINARY</b> .....	<b>4</b>
1.1 Title.....	4
1.2 Parties Bound.....	4
1.2.1 Joint Consultative Committee (JCC) .....	4
1.3 Agreement Coverage .....	4
1.4 Date of Operation .....	4
1.5 Relationship to Parent Awards.....	4
1.6 Individual Flexibility Agreement.....	5
1.7 Consultation .....	6
1.8 Dispute Resolution.....	7
<b>PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT</b> .....	<b>8</b>
2.1 Performance Appraisals .....	8
2.2 Training .....	8
2.3 Reclassifications .....	8
2.4 Workplace Health & Safety .....	8
2.5 Agreement to Work from Home .....	8
<b>PART 3 – DEFINITIONS, WAGES AND ALLOWANCES</b> .....	<b>9</b>
3.1 Definitions .....	9
3.2 Wages and wage increases.....	10
3.3 Salary Sacrifice .....	11
3.4 On Call Additional Payment.....	11
3.4.1 Annualisation of On Call Additional Payment .....	12
3.5 First Aid Allowance.....	12
3.6 Construction Workers Allowance (CWA) / Dirty Work Allowance (DWA) .....	12
3.7 Multi-Skilling Allowance .....	12
3.8 Rubbish Operations Allowance .....	13
3.9 Leading Hand Allowance .....	13
3.10 Uniform Allowance .....	13
3.11 Miscellaneous Allowances .....	13
<b>PART 4 – HOURS OF WORK</b> .....	<b>14</b>
4.1 Hours of Work .....	14
4.2 Flexibility of Meal Break.....	14
4.3 Overtime .....	14
4.4 Travel Time .....	14
4.5 Time Off In Lieu (TOIL) .....	14
4.6 Work from Home Depots .....	15
<b>PART 5 – LEAVE PROVISIONS</b> .....	<b>15</b>
5.1 Annual Leave.....	15
5.2 Annual Closedown.....	15

5.3	Recall from Leave.....	16
5.4	Personal Leave.....	16
5.5	Long Service Leave.....	16
5.6	Rostered Days Off.....	17
5.7	Bereavement Leave.....	17
5.8	Leave Without Pay.....	18
5.9	Natural Disaster Leave.....	18
5.10	Maternity Leave.....	18
5.11	Paternity Leave.....	18
<b>PART 6</b>	<b>– MISCELLANEOUS PROVISIONS.....</b>	<b>18</b>
6.1	No Extra Claims.....	19
6.2	Energy Usage.....	19
6.3	Council Vehicles, Plant & Machinery.....	19
<b>PART 7</b>	<b>– APPENDIX.....</b>	<b>25</b>
	Appendix “A” – Wages Schedules.....	25
	Appendix “B” - Reclassification Procedure.....	27

## **PART 1 – PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as Somerset Regional Council Certified Agreement - 2015.

### **1.5 Parties Bound**

The parties bound to the agreement are:

- (g) Somerset Regional Council and the following unions:-
- (h) The Services Union, Industrial Union of Employees (QSU)
- (i) The Australian Workers' Union of Employees, Queensland (AWU)
- (j) Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU)
- (k) The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland (CFMEU)
- (l) Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland (AMEPKU)

This Agreement shall apply to the employees of Somerset Regional Council. This Agreement shall not apply to any employee who is employed in a High Income Position and/or to whom the Award does not apply due to the application of clause 4.2 (a) therein, including but not limited to the following positions:

- Chief Executive Officer
- Manager Operations
- Manager Finance
- Manager Corporate and Community Services
- Manager Planning and Development
- Manager Human Resources and Customer Service
- Works Manager
- Design and Development Engineer
- Overseer

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

The SBU (Single Bargaining Unit) 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. The JCC will meet as requested where reasonable by any party to this Agreement.

### **1.6 Agreement Coverage**

This Agreement shall apply to the Council, the Unions party to this agreement and all Council's employees not exempted by clause 1.2 of this Agreement.

### **1.7 Date of Operation**

Somerset Regional Council Certified Agreement 2015 shall take effect from the date of certification.

The nominal expiry date for this agreement is the last full pay period inclusive of 30 June 2017.

Somerset Regional Council Certified Agreement - 2015 will continue to operate until a new Agreement is finalised.

### **1.5 Relationship to Parent Awards**

This Agreement shall be read and applied in conjunction with the Queensland Local Government Industry Award – State

2014. Provided that where there is any intended inconsistency between this Agreement and the Award/s, this Agreement shall prevail to the extent of the inconsistency.

## **1.6 Individual Flexibility Agreement**

1.6.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if—

- (d) this Agreement deals with 1 or more of the following matters—
  - (vi) arrangements about when work is performed;
  - (vii) overtime rates;
  - (viii) penalty rates;
  - (ix) allowances;
  - (x) leave loading; and
- (e) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (f) the arrangement is genuinely agreed to by the Employer and Employee.

1.6.2 The Employer must ensure the terms of the individual flexibility arrangement—

- (d) are only about matters required or permitted to be in this Agreement; and
- (e) are not non-allowable provisions; and
- (f) must not result, on balance, in an overall reduction in the entitlements or protections the employee has under this industrial instrument.

1.6.3 The Employer must ensure the individual flexibility arrangement—

- (d) is in writing and signed by the Employer and Employee; and
- (e) states—
  - (vi) the names of the Employer and Employee; and
  - (vii) the terms of this industrial instrument that will be varied by the arrangement; and
  - (viii) how the arrangement will vary the effect of the terms; and
  - (ix) how the arrangement will not result, on balance, in an overall reduction in the entitlements or protections the employee has under this industrial instrument; and
  - (x) the day on which the arrangement commences; and
- (f) if the Employee is under 18 years of age— is signed by a parent or guardian of the Employee.

1.6.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

1.6.5 An individual flexibility arrangement may be terminated—

- (c) by either the Employee or Employer giving written notice of—
  - (iii) a period agreed between the parties of up to 12 months; or
  - (iv) if no period has been agreed—28 days; or
- (d) by the Employer and Employee at any time if they agree in writing to the termination.

## 1.7 Consultation

1.7.1 This term applies if—

- (c) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- (d) the change is likely to have a significant effect on some or all Employees (relevant Employees) of the enterprise.

1.7.2 The Employer must notify the relevant Employees of the decision to introduce the major change.

1.7.3 The Employer is not required to –

- (e) notify the relevant Employees or a representative of the decision until the time the Employer considers appropriate; or
- (f) consult with the relevant Employees or a representative about the decision until the Employer notifies the relevant Employees or the representative of the decision; or
- (g) consult with the relevant Employees or a representative about the decision other than in relation to implementation of the decision; or
- (h) disclose confidential or commercially sensitive information to the relevant Employees or a representative.

1.7.4 The relevant Employees may appoint a representative for the purposes of the procedures in this term if the representative is a union entitled to represent the Employees' industrial interests.

1.7.5 If—

- (c) the relevant Employees appoint a representative under 1.7.4 for the purposes of consultation; and
- (d) the relevant Employees advise the Employer of the identity of the representative; the employer must recognise the representative.

1.7.6 As soon as practicable after notifying the relevant Employees of the decision under 1.7.2, the employer must—

- (c) discuss with the relevant Employees—
  - (iv) the implementation of the change; and
  - (v) the effect the implementation of the change is likely to have on the relevant Employees; and
  - (vi) measures the Employer is taking to avert or mitigate the adverse effect of the implementation of the change on the relevant Employees; and
- (d) for the purposes of the discussion—provide, in writing, to the relevant Employees—
  - (iv) information about the implementation of the change including the nature of the change proposed; and
  - (v) information about the expected effects of the implementation of the change on the relevant Employees; and
  - (vi) any other matters regarding the implementation of the change likely to affect the relevant Employees.

1.7.7 The Employer must give prompt and genuine consideration to matters raised about the implementation of the major change by the relevant Employees.

1.7.8 In this term, a major change is likely to have a significant effect on Employees if it is likely to result in—

- (h) the termination of the employment of Employees; or
- (i) a major change to the composition, operation or size of the Employer's workforce or the skills required of Employees; or
- (j) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (k) an alteration of hours of work; or
- (l) the need to retrain Employees; or
- (m) the need to relocate Employees to another workplace; or
- (n) the restructuring of jobs.

## **1.8 Dispute Resolution**

1.8.1 This term applies to a dispute regarding-

- (c) a matter arising under this Agreement; or
- (d) the Queensland Employment Standards

1.8.2 An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term if the representative is a union entitled to represent the Employee's industrial interests.

1.8.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee and relevant supervisors or management, or both.

1.8.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Commission.

1.8.5 The Commission may deal with the dispute as follows—

- (c) the Commission may first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation;
- (d) if the Commission does not resolve the dispute under paragraph (a), the Commission may then deal with the dispute in accordance with its jurisdiction under the Act.

*Note—*

*1 If the commission arbitrates the dispute, it may also use the powers that are available to it under the Act.*

*2 Chapter 9 of the Act provides for appeals against particular decisions made by the commission.*

1.8.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act.

1.8.7 Subject to applicable work health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.

1.8.8 The parties to the dispute agree to be bound by a decision made by the Commission in accordance with this term.

## **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 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.

### **2.2 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 agrees 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.

### **2.3 Reclassifications**

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

### **2.6 Workplace Health & Safety**

The enterprise as a whole makes a commitment to the provisions of the Work 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 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 quarterly to discuss and implement health and safety strategies for the Council. The Workplace Health and Safety Committee comprises of the Manager Human Resources, Safety Advisor and representatives from the following work areas: construction and maintenance (north and south); parks and gardens; workshop/stores and office administration. Training will be undertaken for all health and safety representatives as required.

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.

### **2.7 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.

### **PART 3 – DEFINITIONS, WAGES AND ALLOWANCES**

#### **3.2 Definitions**

<b>“Award”</b>	shall mean Queensland Local Government Industry Award – State 2014
<b>“Best Practice”</b>	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.
<b>“Casual employee”</b>	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.
<b>“Council”</b>	shall mean the Somerset Regional Council.
<b>“Emergencies”</b>	shall mean where there is potential for loss of life or property damage.
<b>“Existing Employee”</b>	all employees employed at the time of certification of the Agreement subject to the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) group, the Operations group or the Engineering group
<b>“Full-time employee”</b>	shall mean a weekly hired employee who works on average 38 ordinary hours per week.
<b>“Genuine Family Needs”</b>	shall mean, for the purpose of this agreement, either illness or crisis in the immediate family, or the need to avoid leaving children unattended.
<b>“Immediate family”</b>	includes: (a) the employee's spouse; and (b) a child, ex-nuptial child, stepchild, adopted child, ex-foster child, parent, grandparent, grandchild or sibling of the employee or employee's spouse.
<b>“JCC”</b>	shall mean Joint Consultative Committee
<b>“Part-time employee”</b>	shall mean an employee who works a constant number of hours per week less than the ordinary number of hours prescribed for a full-time employee.
<b>“Time in Lieu”</b>	time in lieu is time taken off and paid for on the same equivalent as the time actually worked.
<b>“Training”</b>	means a structural competency based, skills needs assessment and training management program, for both the enterprise as a whole and each individual employee.
<b>“Union”</b>	shall mean the Unions of all associated Parties Bound by this agreement

### 3.2 Wages and wage increases

Wages (per week) and Wage increases for all employees, other than 'existing employees' at the time of certification of this Agreement, shall be as follows:

				Remaining part of financial year ending 30 June 2015		Financial year ending 30 June 2016		Financial year ending 30 June 2017			
				Commencing on the first full pay period immediately after certification		Commencing on the first full pay period falling after 1 July 2015		Commencing on the first full pay period falling after 1 July 2016			
Wage Level	Groups			Preserved Pay Rates		2.1% or 1 April 2014 to 31 March 2015 Brisbane CPI, whichever is greater		2.2% or 1 April 2014 to 31 March 2015 Brisbane CPI, whichever is greater		2.2% or 1 April 2015 to 31 March 2016 Brisbane CPI, whichever is greater	
	Operations	Engineering	Administrative, technical, community service, supervisory and managerial	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate
1		C14 & C13	1.1	\$ 817.70	\$ 42,520.40	\$ 834.87	\$ 43,413.33	\$ 853.24	\$ 44,368.42	\$ 872.01	\$ 45,344.53
2	LGE L1	C12	1.2	\$ 857.51	\$ 44,590.52	\$ 875.52	\$ 45,526.92	\$ 894.78	\$ 46,528.51	\$ 914.47	\$ 47,552.14
3	LGE L2 & L3	C11	1.3 and 1.4	\$ 887.86	\$ 46,168.72	\$ 906.51	\$ 47,138.26	\$ 926.45	\$ 48,175.30	\$ 946.83	\$ 49,235.16
4	LGE L4		1.5	\$ 902.09	\$ 46,908.68	\$ 921.03	\$ 47,893.76	\$ 941.29	\$ 48,947.42	\$ 962.00	\$ 50,024.26
5	LGE L5	C10	1.6	\$ 917.71	\$ 47,720.92	\$ 936.98	\$ 48,723.06	\$ 957.59	\$ 49,794.97	\$ 978.66	\$ 50,890.46
6	LGE L6	C9	2.1	\$ 947.83	\$ 49,287.16	\$ 967.73	\$ 50,322.19	\$ 989.02	\$ 51,429.28	\$ 1,010.78	\$ 52,560.72
7	LGE L7	C8	2.2	\$ 978.81	\$ 50,898.12	\$ 999.37	\$ 51,966.98	\$ 1,021.36	\$ 53,110.25	\$ 1,043.83	\$ 54,278.68
8	LGE L8	C7	2.3 and 2.4	\$ 1,010.97	\$ 52,570.44	\$ 1,032.20	\$ 53,674.42	\$ 1,054.91	\$ 54,855.26	\$ 1,078.12	\$ 56,062.08
9	LGE L9		3.1 and 3.2	\$ 1,050.24	\$ 54,612.48	\$ 1,072.30	\$ 55,759.34	\$ 1,095.89	\$ 56,986.05	\$ 1,120.00	\$ 58,239.74
10		C6	3.3 and 3.4	\$ 1,090.33	\$ 56,697.16	\$ 1,113.23	\$ 57,887.80	\$ 1,137.72	\$ 59,161.33	\$ 1,162.75	\$ 60,462.88
11		C5	4.1	\$ 1,308.15	\$ 68,023.80	\$ 1,335.62	\$ 69,452.30	\$ 1,365.00	\$ 70,980.25	\$ 1,395.03	\$ 72,541.82
12		C4	4.2	\$ 1,336.29	\$ 69,487.08	\$ 1,364.35	\$ 70,946.31	\$ 1,394.37	\$ 72,507.13	\$ 1,425.05	\$ 74,102.29
13			4.3 and 4.4	\$ 1,392.62	\$ 72,416.24	\$ 1,421.87	\$ 73,936.98	\$ 1,453.15	\$ 75,563.59	\$ 1,485.12	\$ 77,225.99
14		C3	5.1	\$ 1,420.69	\$ 73,875.88	\$ 1,450.52	\$ 75,427.27	\$ 1,482.43	\$ 77,086.67	\$ 1,515.04	\$ 78,782.58
15		C2 (a)	5.2 and 5.3	\$ 1,477.02	\$ 76,805.04	\$ 1,508.04	\$ 78,417.95	\$ 1,541.22	\$ 80,143.14	\$ 1,575.13	\$ 81,906.29
16				\$ 1,500.61	\$ 78,031.72	\$ 1,532.12	\$ 79,670.39	\$ 1,565.83	\$ 81,423.14	\$ 1,600.28	\$ 83,214.45
17		C2 (b)	6.1	\$ 1,523.90	\$ 79,242.80	\$ 1,555.90	\$ 80,906.90	\$ 1,590.13	\$ 82,686.85	\$ 1,625.11	\$ 84,505.96
18			6.2	\$ 1,570.77	\$ 81,680.04	\$ 1,603.76	\$ 83,395.32	\$ 1,639.04	\$ 85,230.02	\$ 1,675.10	\$ 87,105.08
19			6.3 and 7.1	\$ 1,664.60	\$ 86,559.20	\$ 1,699.56	\$ 88,376.94	\$ 1,736.95	\$ 90,321.23	\$ 1,775.16	\$ 92,308.30
20			7.2 and 7.3	\$ 1,758.42	\$ 91,437.84	\$ 1,795.35	\$ 93,358.03	\$ 1,834.85	\$ 95,411.91	\$ 1,875.22	\$ 97,510.97
21			8.1	\$ 1,814.69	\$ 94,363.88	\$ 1,852.80	\$ 96,345.52	\$ 1,893.56	\$ 98,465.12	\$ 1,935.22	\$ 100,631.35
22			8.2	\$ 1,870.96	\$ 97,289.92	\$ 1,910.25	\$ 99,333.01	\$ 1,952.28	\$ 101,518.34	\$ 1,995.23	\$ 103,751.74
23			8.3	\$ 1,927.21	\$ 100,214.92	\$ 1,967.68	\$ 102,319.43	\$ 2,010.97	\$ 104,570.46	\$ 2,055.21	\$ 106,871.01
24			8.4	\$ 1,980.08	\$ 102,964.16	\$ 2,021.66	\$ 105,126.41	\$ 2,066.14	\$ 107,439.19	\$ 2,111.60	\$ 109,802.85
25			8.5	\$ 2,032.88	\$ 105,709.76	\$ 2,075.57	\$ 107,929.66	\$ 2,121.23	\$ 110,304.11	\$ 2,167.90	\$ 112,730.80

Wages shall be paid fortnightly by electronic funds transfer.

- a) Note: Preserved wages and wage increases for 'existing employees' at the time of certification of this Agreement subject to the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) group, the Operations group or the Engineering group is located at Appendix "A".
- b) Any 'existing employee' at the time of certification of this Agreement subject to the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) group, the Operations group or the Engineering group who is recruited, promoted, reclassified or transitioned into another role, or who performs duties at a higher level (as defined by clause 12.11 and 12.12 of the award) up to and including 30 June 2017, will have their position reclassified pursuant to the classifications contained in Appendix "A".

All other provisions applying to 'existing employees' shall also be retained including personal leave, annual leave and allowances in these circumstances.

### 3.3 Salary Sacrifice

The CEO (Chief Executive Officer), 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.

### 3.4 On Call Additional Payment

All 'existing employees' at the time of certification of this Agreement, whose classifications fall within the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) Group, Operations Group or the Engineering Group of the Award will be paid the following when appointed on call for emergency work except where the on call additional payment 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 an on call additional payment of \$16.20 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.
- (g) 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.

Any employees in the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) Group, Operations Group or the Engineering Group who commence employment after the certification of this Agreement shall be paid an on call additional payment in accordance with the Award.

#### 3.4.1 Annualisation of On Call Additional Payment

Employees who are required to be on call as part of their normal work will have the option to annualise the on call additional payment.

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

### 3.5 First Aid Allowance

For employees whose classification falls within the Operations Group or the Engineering Group, a First Aid Allowance of \$15.70 per week, or allowance in accordance with the Award, whichever is the greater, may apply to an appointed person in a gang who holds an appropriate first-aid certificate as a first-aid attendant. This allowance will be paid to one (1) qualified person per gang for up to twelve (12) gangs when the appointed employee works for three (3) days or more in a week.

For employees whose classification falls within the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) Group, a First Aid Allowance of \$15.70 per week, or allowance in accordance with the Award, whichever is the greater, may apply to an appointed person at an administrative office up to three (3) locations provided the employee works for three (3) days or more in a week.

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

All 'existing employees' at the time of certification of this Agreement, apart from cleaners, whose classifications fall within the Operations Group in the General Stream of the Award, will continue to receive a weekly allowance of \$29.91 in lieu of the Local Government Industry Allowance.

All 'existing employees' at the time of certification of this Agreement whose classifications fall within the Engineering Group in the General Stream of the Award will continue to receive a weekly allowance of \$23.27 in lieu of the Local Government Industry Allowance.

All 'existing employees' at the time of certification of this Agreement, whose classifications fall within the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) Group of the Award, who receive CWA or DWA, will continue to receive a weekly allowance of \$29.91 or \$23.27 respectively, in lieu of the Local Government Industry Allowance. This payment is intended for Construction and Maintenance Foreman, Workshop Supervisor, Local Laws personnel and Pest Management Officers.

Any employees in the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) Group, Operations Group or the Engineering Group who commence employment after the certification of this Agreement shall be paid the Local Government Industry Allowance in accordance with the Award.

### 3.7 Multi-Skilling Allowance

The aim of this clause is to encourage permanent employees to learn new skills (also to recognise the existing skills) and create a multi-skilled workforce capable of working in several fields, as required.

Employees holding three (3) or more tickets or licences to operate plant equipment in use by the Council will be paid a bonus payment of \$6.47 each week on the basis that this procedure creates a multi-skilled workforce. Chainsaw tickets shall not form part of this bonus payment.

A completed Multi-Skilling Allowance Application Form, including copies of current tickets and licences must be submitted and approved before bonus payments are received. The employee must be willing and able to perform these duties and / or operate the respective machinery to a satisfactory level of efficiency.

### **3.8 Rubbish Operations Allowance**

All 'existing employees' at the time of certification of this Agreement, whose classifications fall within the Operations Group in the General Stream of the Award, who are primarily engaged driving a rubbish vehicle shall be paid \$2.42 per hour whilst directly engaged on such work.

Any employees in the Operations Group who commence employment after the certification of this Agreement, shall be paid a Rubbish Operations Allowance in accordance with the Award.

### **3.9 Leading Hand Allowance**

All 'existing employees' at the time of certification of this Agreement, whose classifications fall within the Operations Group in the General Stream of the Award who are appointed to be in charge of the work of two (2) or more but less than six (6) employees at the time of certification of this Agreement will receive a daily allowance of \$5.33 in addition to the applicable wage.

All 'existing employees' at the time of certification of this Agreement, whose classifications fall within the Engineering Group in the General Stream of the Award who are appointed to be in charge of the work of two (2) or more but less than six (6) employees at the time of certification of this Agreement, will receive a daily allowance of \$6.82 in addition to the applicable wage.

Any employees in the Operations Group or the Engineering Group who are appointed to be in charge of the work of six (6) or more employees, or who commence employment after the certification of this Agreement shall be paid a Leading Hand Allowance in accordance with the Award in addition to the applicable wage.

### **3.10 Uniform Allowance**

In lieu of Uniforms and laundry allowance as provided in clause 13(o) of the Award:

- c) All permanent full-time employees whose classifications fall within the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) Group are entitled to receive up to \$700 allocation, inclusive of GST, in their first financial year of employment for purchasing approved uniforms. For each subsequent financial year, Council will provide up to \$300 allocation, inclusive of GST.

Permanent part-time staff are entitled to claim the allocation at the rate equivalent to the percentage of full-time employment e.g. 50% FTE – 50% of allocation available.

All permanent full-time employees whose classifications fall within the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) Group of the Award, who supervise staff within the Operations or Engineering Groups will be provided with all appropriate Personal Protective Equipment, as required. This is intended for Construction and Maintenance Foreman and Workshop Supervisor.

- d) All permanent full-time employees whose classifications fall within the Operations Group or the Engineering Group will be provided with all appropriate Personal Protective Equipment, as required.

### **3.11 Miscellaneous Allowances**

All 'existing employees' at the time of certification of this Agreement, whose classifications fall within the Operations Group in the General Stream of the Award who receive the following Allowances shall continue to receive such Allowances where applicable in accordance with intent of the listed allowance:

- c) Poison Sprays Allowance of \$13.80 per week;
- d) Toilet Cleaning Allowance of \$0.24 per hour.

## **PART 4 – HOURS OF WORK**

### **4.5 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 will be worked in line with a nine (9) day fortnight regime.

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.

### **4.6 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.

### **4.7 Overtime**

It is agreed between the parties that, in situations where it is necessary to meet the business needs of Council, and in accordance with best practices, and/or it is cost effective to complete a task, the employee may be required to work overtime at any time and for whatever duration required by Council provided that:

- f) In matters other than emergencies, and where more than two (2) hours overtime is required, at least twenty-four (24) hours notice shall be given to the employee;
- g) In emergencies, no notice is required to be given;
- h) All overtime work is to be paid in accordance with the Award or terms of this agreement;
- i) 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).
- j) Notwithstanding the above, an employee will have the right to refuse to work overtime in cases of genuine family needs and/or after having performed the equivalent of a standard day's overtime in any one (1) week.

For overtime worked by any employee to be recognised, prior approval for such overtime must first be obtained from, or the direction to work such overtime must first be issued by, the employee's supervisor/manager. Note: this requirement is not applicable to employees who are on-call as part of a rotating roster.

All other provisions of the Award apply.

### **4.8 Travel Time**

In circumstances where employees whose classifications fall within the Operations Group or the Engineering Group are required to travel between their appointed depot and jobsite outside their ordinary hours, they shall be entitled to the following payment:

- Drivers will be entitled to applicable overtime rates;
- Passengers shall be paid at their ordinary hourly rate.

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

It is agreed between the parties that overtime may be taken as time off in lieu, equivalent to time worked by mutual agreement.

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:

- h) Employees must obtain their supervisor's / manager's approval before working any overtime advising whether they request to be paid normal award overtime rates or accrue it as time in lieu. Please note, this is not applicable to employees who are on-call as part of a rotating roster.
- i) Leave from an employee's time in lieu accrual shall be taken at a time mutually agreed upon between the employee and their supervisor. Such agreement shall not be unreasonably withheld. Where application has been made to access accrued 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.
- j) Full-time employees may accrue a maximum of thirty-eight (38) hours.
- k) Part-time employees may accrue a maximum of pro-rata hours equivalent to the employee's standard weekly hours.
- l) No employee will accrue in excess of the above caps without specific written authorisation of the CEO (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 thirty-eight (38) hours accrual be allowed.
- m) 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.
- n) On termination, any balance of time in lieu is to be paid out at ordinary time rates.

#### **4.6 Work from Home Depots**

It is agreed that employees working from their appointed workplace regard this location as their home base and commence and finish work from this location.

Excluding previous Kilcoy Shire Council field staff employees in their original positions as at amalgamation (15 March 2008), Council maintains the right to reassign the appointed workplace of employees if required to maintain production efficiencies.

### **PART 5 – LEAVE PROVISIONS**

#### **5.6 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

#### **5.7 Annual Closedown**

- a) Council will advise the actual dates during which operational works for field crews will be closed down over the Christmas / New Year period and invite applications from field staff for a "skeleton crew" position. Employees successful in obtaining a "skeleton crew" position in one year, may be ineligible the following year. Appointments to the "skeleton crew" will be at the discretion of management.
- b) Where appropriate and as determined by Council on an annual basis, all administration workplaces, libraries, information centres etc may also 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 may 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.

## **5.8 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.

## **5.9 Personal Leave**

- a) All existing full-time and part-time employees (on a pro rata basis) at the time of certification of this Agreement, whose classifications fall within the Operations group or the Engineering group of the Award shall accrue 12 days (i.e 91.2 hours) personal leave per annum.

Any employees in the Operations or Engineering group who commence employment after the certification of this Agreement shall be entitled to Personal Leave in accordance with the Award.

- b) All existing full-time and part-time employees (on a pro rata basis) at the time of the certification of this Agreement, whose classifications fall within the Administrative, technical, community service, supervisory and managerial (other than Indigenous) group shall accrue 15 days (i.e 114 hours) personal leave per annum.

Any employees in the Administrative, technical, community service, supervisory and managerial (other than Indigenous) group who commence employment after the certification of this Agreement, shall be entitled to Personal Leave in accordance with the Award.

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 Award apply.

## **5.10 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.

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 CEO, 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 will 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 financial year. Current arrangements where grass mowing crews are required to work a maximum of five (5) RDO's in the growing season will be maintained.
- Further RDO's maybe 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 CEO (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 seeks 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.

### **5.7 Bereavement Leave**

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

All other provisions of the Award will apply

### **5.8 Leave Without Pay**

Leave without pay may be granted to any employee at the discretion of the CEO. 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.

### **5.9 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 major local event**, declared by the CEO 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).

### **5.10 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. For permanent full-time female employees, this leave can be taken as six (6) weeks full pay or twelve (12) weeks half pay or as a lump sum payment. For permanent part-time employees, payments are calculated on a pro rata basis.

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.

### **5.12 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.

## **PART 6 – MISCELLANEOUS PROVISIONS**

### **6.4 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 in this Agreement.

## **6.5 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.

## **6.6 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; or
- a project is being undertaken on the basis of extended working hours such as double shift or seven 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 }.....  
ABN 501 389 582 49

In the presence of – .....

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

Signed for and on behalf of }  
The Australian Worker's Union of Employees, Queensland }.....Ben Swan  
ABN No. 54 942 536 069

In the presence of – Erica Kurth

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

Signed for and on behalf of }  
Transport Workers' Union of Australia, Union of Employees (Queensland Branch) (TWU)}  
Peter Biagini  
ABN No. 80 519 643 130

In the presence of – K.M. Light

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

Signed for and on behalf of }  
The Construction, Forestry, Mining & Energy, Industrial Union of Employees Queensland }

.....  
ABN No. 80 519 643 130

In the presence of – .....

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

Signed for and on behalf of }  
Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees,  
Queensland (AMEPKU)  
} .....  
ABN No. 59 459 725 116

In the presence of – .....

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

**PART 7 – APPENDIX**

**Appendix “A” WAGES SCHEDULES**

Employees employed immediately prior to the certification date of this Agreement whose classification would translate to the Operations group (i.e the Local Government Employees' Award) to the Queensland Local Government Industry Award - 2014 shall retain the preserved rates, corresponding to their translated classification, as outlined below:

Transferred Classification	Preserved Pay Rate		Remaining part of financial year ending 30 June 2015	Financial year ending 30 June 2016		Financial year ending 30 June 2017		
			Commencing on the first full pay period immediately after certification	Commencing on the first full pay period falling after 1 July 2015		Commencing on the first full pay period falling after 1 July 2016		
				2.1% or 1 April 2014 to 31 March 2015 Brisbane CPI, whichever is greater		2.2% or 1 April 2014 to 31 March 2015 Brisbane CPI, whichever is greater		2.2% or 1 April 2015 to 31 March 2016 Brisbane CPI, whichever is greater
Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	
Level 1a	\$ 857.51	\$44,590.52	\$ 875.52	\$ 45,526.92	\$ 894.78	\$ 46,528.51	\$ 914.47	\$ 47,552.14
Level 1b	\$ 857.51	\$44,590.52	\$ 875.52	\$ 45,526.92	\$ 894.78	\$ 46,528.51	\$ 914.47	\$ 47,552.14
Level 2	\$ 887.86	\$46,168.72	\$ 906.51	\$ 47,138.26	\$ 926.45	\$ 48,175.30	\$ 946.83	\$ 49,235.16
Level 3	\$ 887.86	\$46,168.72	\$ 906.51	\$ 47,138.26	\$ 926.45	\$ 48,175.30	\$ 946.83	\$ 49,235.16
Level 4	\$ 902.09	\$46,908.68	\$ 921.03	\$ 47,893.76	\$ 941.29	\$ 48,947.42	\$ 962.00	\$ 50,024.26
Level 5	\$ 917.71	\$47,720.92	\$ 936.98	\$ 48,723.06	\$ 957.59	\$ 49,794.97	\$ 978.66	\$ 50,890.46
Level 6	\$ 947.83	\$49,287.16	\$ 967.73	\$ 50,322.19	\$ 989.02	\$ 51,429.28	\$ 1,010.78	\$ 52,560.72
Level 7	\$ 978.81	\$50,898.12	\$ 999.37	\$ 51,966.98	\$ 1,021.36	\$ 53,110.25	\$ 1,043.83	\$ 54,278.68
Level 8	\$ 1,010.97	\$52,570.44	\$ 1,032.20	\$ 53,674.42	\$ 1,054.91	\$ 54,855.26	\$ 1,078.12	\$ 56,062.08
Level 9	\$ 1,050.24	\$54,612.48	\$ 1,072.30	\$ 55,759.34	\$ 1,095.89	\$ 56,986.05	\$ 1,120.00	\$ 58,239.74

**IMPORTANT NOTE:** The rates prescribed under this schedule are preserved transitional rates only. All employees employed after the certification date of this Agreement shall move directly onto the 25 pay point structure as per as per Clause 3.2 Wages and wage increases.

Employees employed immediately prior to the certification date of this Agreement whose classification would translate to the Engineering Group of the Queensland Local Government Industry Award - 2014 shall retain the preserved rates, corresponding to their translated classification, as outlined below:

Transferred Classification	Preserved pay rate		Remaining part of financial year ending 30 June 2015	Financial year ending 30 June 2016		Financial year ending 30 June 2017		
			Commencing on the first full pay period immediately after certification	Commencing on the first full pay period falling after 1 July 2015		Commencing on the first full pay period falling after 1 July 2016		
				2.1% or 1 April 2014 to 31 March 2015 Brisbane CPI, whichever is greater		2.2% or 1 April 2014 to 31 March 2015 Brisbane CPI, whichever is greater		2.2% or 1 April 2015 to 31 March 2016 Brisbane CPI, whichever is greater
Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	
C14	\$ 817.70	\$ 42,520.40	\$ 834.87	\$ 43,413.33	\$ 853.24	\$ 44,368.42	\$ 872.01	\$ 45,344.53
C13	\$ 817.70	\$ 42,520.40	\$ 834.87	\$ 43,413.33	\$ 853.24	\$ 44,368.42	\$ 872.01	\$ 45,344.53
C12	\$ 857.51	\$ 44,590.52	\$ 875.52	\$ 45,526.92	\$ 894.78	\$ 46,528.51	\$ 914.47	\$ 47,552.14
C11	\$ 887.86	\$ 46,168.72	\$ 906.51	\$ 47,138.26	\$ 926.45	\$ 48,175.30	\$ 946.83	\$ 49,235.16
C10	\$ 917.71	\$ 47,720.92	\$ 936.98	\$ 48,723.06	\$ 957.59	\$ 49,794.97	\$ 978.66	\$ 50,890.46
C9	\$ 947.83	\$ 49,287.16	\$ 967.73	\$ 50,322.19	\$ 989.02	\$ 51,429.28	\$ 1,010.78	\$ 52,560.72
C8	\$ 978.81	\$ 50,898.12	\$ 999.37	\$ 51,966.98	\$ 1,021.36	\$ 53,110.25	\$ 1,043.83	\$ 54,278.68
C7	\$ 1,010.97	\$ 52,570.44	\$ 1,032.20	\$ 53,674.42	\$ 1,054.91	\$ 54,855.26	\$ 1,078.12	\$ 56,062.08
C6	\$ 1,090.33	\$ 56,697.16	\$ 1,113.23	\$ 57,887.80	\$ 1,137.72	\$ 59,161.33	\$ 1,162.75	\$ 60,462.88
C5	\$ 1,308.15	\$ 68,023.80	\$ 1,335.62	\$ 69,452.30	\$ 1,365.00	\$ 70,980.25	\$ 1,395.03	\$ 72,541.82
C4	\$ 1,336.29	\$ 69,487.08	\$ 1,364.35	\$ 70,946.31	\$ 1,394.37	\$ 72,507.13	\$ 1,425.05	\$ 74,102.29
C3	\$ 1,420.69	\$ 73,875.88	\$ 1,450.52	\$ 75,427.27	\$ 1,482.43	\$ 77,086.67	\$ 1,515.04	\$ 78,782.58
C2(a)	\$ 1,477.02	\$ 76,805.04	\$ 1,508.04	\$ 78,417.95	\$ 1,541.22	\$ 80,143.14	\$ 1,575.13	\$ 81,906.29
C2(b)	\$ 1,523.90	\$ 79,242.80	\$ 1,555.90	\$ 80,906.90	\$ 1,590.13	\$ 82,686.85	\$ 1,625.11	\$ 84,505.96

**IMPORTANT NOTE:** The rates prescribed under this schedule are preserved transitional rates only. All employees employed after the certification date of this Agreement shall move directly onto the 25 pay point structure as per Clause 3.2 Wages and wage increases.

**Appendix "A" continued:** Employees employed immediately prior to the certification date of this Agreement whose classification would translate to the Administrative, technical, community service, supervisory and managerial (other than Indigenous Councils) group of the Queensland Local Government Industry Award - 2014 shall retain the preserved rates, corresponding to their translated classification, as outlined below:

Transferred Classification	Preserved Pay Rate		Remaining part of financial year ending 30 June 2015		Financial year ending 30 June 2016		Financial year ending 30 June 2017	
			Commencing on the first full pay period immediately after certification		Commencing on the first full pay period falling after 1 July 2015		Commencing on the first full pay period falling after 1 July 2016	
			2.1% or 1 April 2014 to 31 March 2015 Brisbane CPI, whichever is greater		2.2% or 1 April 2014 to 31 March 2015 Brisbane CPI, whichever is greater		2.2% or 1 April 2015 to 31 March 2016 Brisbane CPI, whichever is greater	
	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate
Level 1, year 1	\$ 925.73	\$ 48,137.96	\$ 945.17	\$ 49,148.86	\$ 965.96	\$ 50,230.13	\$ 987.21	\$ 51,335.19
Level 1, year 2	\$ 942.96	\$ 49,033.92	\$ 962.76	\$ 50,063.63	\$ 983.94	\$ 51,165.03	\$ 1,005.59	\$ 52,290.66
Level 1, year 3	\$ 970.54	\$ 50,468.08	\$ 990.92	\$ 51,527.91	\$ 1,012.72	\$ 52,661.52	\$ 1,035.00	\$ 53,820.07
Level 1, year 4	\$ 996.77	\$ 51,832.04	\$ 1,017.70	\$ 52,920.51	\$ 1,040.09	\$ 54,084.76	\$ 1,062.97	\$ 55,274.62
Level 1, year 5	\$ 1,023.69	\$ 53,231.88	\$ 1,045.19	\$ 54,349.75	\$ 1,068.18	\$ 55,545.44	\$ 1,091.68	\$ 56,767.44
Level 1, year 6	\$ 1,051.05	\$ 54,654.60	\$ 1,073.12	\$ 55,802.35	\$ 1,096.73	\$ 57,030.00	\$ 1,120.86	\$ 58,284.66
Level 2, year 1	\$ 1,079.50	\$ 56,134.00	\$ 1,102.17	\$ 57,312.81	\$ 1,126.42	\$ 58,573.69	\$ 1,151.20	\$ 59,862.31
Level 2, year 2	\$ 1,107.65	\$ 57,597.80	\$ 1,130.91	\$ 58,807.35	\$ 1,155.79	\$ 60,101.11	\$ 1,181.22	\$ 61,423.33
Level 2, year 3	\$ 1,135.81	\$ 59,062.12	\$ 1,159.66	\$ 60,302.42	\$ 1,185.17	\$ 61,629.07	\$ 1,211.24	\$ 62,984.91
Level 2, year 4	\$ 1,167.50	\$ 60,710.00	\$ 1,192.02	\$ 61,984.91	\$ 1,218.24	\$ 63,348.58	\$ 1,245.04	\$ 64,742.25
Level 3, year 1	\$ 1,195.59	\$ 62,170.68	\$ 1,220.70	\$ 63,476.26	\$ 1,247.56	\$ 64,872.74	\$ 1,275.01	\$ 66,299.94
Level 3, year 2	\$ 1,223.71	\$ 63,632.92	\$ 1,249.41	\$ 64,969.21	\$ 1,276.90	\$ 66,398.53	\$ 1,304.99	\$ 67,859.30
Level 3, year 3	\$ 1,251.92	\$ 65,099.84	\$ 1,278.21	\$ 66,466.94	\$ 1,306.33	\$ 67,929.21	\$ 1,335.07	\$ 69,423.65
Level 3, year 4	\$ 1,280.04	\$ 66,562.08	\$ 1,306.92	\$ 67,959.88	\$ 1,335.67	\$ 69,455.00	\$ 1,365.05	\$ 70,983.01
Level 4, year 1	\$ 1,308.15	\$ 68,023.80	\$ 1,335.62	\$ 69,452.30	\$ 1,365.00	\$ 70,980.25	\$ 1,395.03	\$ 72,541.82
Level 4, year 2	\$ 1,336.28	\$ 69,486.56	\$ 1,364.34	\$ 70,945.78	\$ 1,394.36	\$ 72,506.59	\$ 1,425.04	\$ 74,101.73
Level 4, year 3	\$ 1,392.62	\$ 72,416.24	\$ 1,421.87	\$ 73,936.98	\$ 1,453.15	\$ 75,563.59	\$ 1,485.12	\$ 77,225.99
Level 4, year 4	\$ 1,392.62	\$ 72,416.24	\$ 1,421.87	\$ 73,936.98	\$ 1,453.15	\$ 75,563.59	\$ 1,485.12	\$ 77,225.99
Level 5, year 1	\$ 1,420.69	\$ 73,875.88	\$ 1,450.52	\$ 75,427.27	\$ 1,482.43	\$ 77,086.67	\$ 1,515.04	\$ 78,782.58
Level 5, year 2	\$ 1,477.02	\$ 76,805.04	\$ 1,508.04	\$ 78,417.95	\$ 1,541.22	\$ 80,143.14	\$ 1,575.13	\$ 81,906.29
Level 5, year 3	\$ 1,477.02	\$ 76,805.04	\$ 1,508.04	\$ 78,417.95	\$ 1,541.22	\$ 80,143.14	\$ 1,575.13	\$ 81,906.29
Level 6, year 1	\$ 1,523.90	\$ 79,242.80	\$ 1,555.90	\$ 80,906.90	\$ 1,590.13	\$ 82,686.85	\$ 1,625.11	\$ 84,505.96
Level 6, year 2	\$ 1,570.77	\$ 81,680.04	\$ 1,603.76	\$ 83,395.32	\$ 1,639.04	\$ 85,230.02	\$ 1,675.10	\$ 87,105.08
Level 6, year 3	\$ 1,664.60	\$ 86,559.20	\$ 1,699.56	\$ 88,376.94	\$ 1,736.95	\$ 90,321.23	\$ 1,775.16	\$ 92,308.30
Level 7, year 1	\$ 1,664.60	\$ 86,559.20	\$ 1,699.56	\$ 88,376.94	\$ 1,736.95	\$ 90,321.23	\$ 1,775.16	\$ 92,308.30
Level 7, year 2	\$ 1,758.42	\$ 91,437.84	\$ 1,795.35	\$ 93,358.03	\$ 1,834.85	\$ 95,411.91	\$ 1,875.22	\$ 97,510.97
Level 7, year 3	\$ 1,758.42	\$ 91,437.84	\$ 1,795.35	\$ 93,358.03	\$ 1,834.85	\$ 95,411.91	\$ 1,875.22	\$ 97,510.97
Level 8, year 1	\$ 1,814.69	\$ 94,363.88	\$ 1,852.80	\$ 96,345.52	\$ 1,893.56	\$ 98,465.12	\$ 1,935.22	\$ 100,631.35
Level 8, year 2	\$ 1,870.96	\$ 97,289.92	\$ 1,910.25	\$ 99,333.01	\$ 1,952.28	\$ 101,518.34	\$ 1,995.23	\$ 103,751.74
Level 8, year 3	\$ 1,927.21	\$ 100,214.92	\$ 1,967.68	\$ 102,319.43	\$ 2,010.97	\$ 104,570.46	\$ 2,055.21	\$ 106,871.01
Level 8, year 4	\$ 1,980.08	\$ 102,964.16	\$ 2,021.66	\$ 105,126.41	\$ 2,066.14	\$ 107,439.19	\$ 2,111.60	\$ 109,802.85
Level 8, year 5	\$ 2,032.88	\$ 105,709.76	\$ 2,075.57	\$ 107,929.66	\$ 2,121.23	\$ 110,304.11	\$ 2,167.90	\$ 112,730.80

Movement to the next highest salary point within a Level will be by way of annual increment subject to the employee having demonstrated satisfactory service for the prior twelve months in accordance with Council's performance management and skill development plan for the employee. Such plan shall, where practicable, be reviewed and updated annually. **IMPORTANT NOTE:** The rates prescribed under this schedule are preserved transitional rates only. All employees employed after the certification date of this Agreement shall move directly onto the 25 pay point structure as per Clause 3.2 Wages and wage increases.

## Appendix "B"

### RECLASSIFICATION PROCEDURE

This procedure has been developed specifically for the Somerset Regional Council 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 if requested, 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 Human Resources along with the proposed 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 (CEO) for consideration. This process will be reviewed within a four (4) week period from the date of receipt of request. Notification of the outcome will be given to the employee in writing at this time.

#### STEP 3

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

Should the employee not be satisfied with the CEO's decision they may request a panel be formed to reconsider the outcome of the request for reclassification. The panel is to be comprised of the CEO or his nominee, a compulsory union delegate (if the employee is a member of a union party to the Agreement) 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 Dispute Resolution clause of this agreement.

**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