

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 – s. 193 – certification of an agreement*

Somerset Regional Council

AND

The Australian Workers' Union of Employees, Queensland

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

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

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

(Matter No. CB/2017/72)

**SOMERSET REGIONAL COUNCIL - FIELD STAFF CERTIFIED AGREEMENT 2017**

Certificate of Approval

On 3 November 2017 the Commission certified the attached written Agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

<b>Name of Agreement:</b>	<i>Somerset Regional Council - Field Staff Certified Agreement 2017</i>
<b>Parties to the Agreement:</b>	<ul style="list-style-type: none"><li>• Somerset Regional Council ABN No. 50138958249</li><li>• The Australian Workers' Union of Employees, Queensland</li><li>• Construction, Forestry, Mining &amp; Energy, Industrial Union of Employees, Queensland</li><li>• Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland</li><li>• Transport Workers' Union of Australia, Union of Employees (Queensland Branch)</li></ul>
<b>Operative Date:</b>	3 November 2017
<b>Nominal Expiry Date:</b>	The last day of the last full pay period which is inclusive of 30 June 2020
<b>Previous Agreement:</b>	<i>Somerset Regional Council Certified Agreement 2015</i>
<b>Termination Date:</b>	N/A

By the Commission

Deputy President Bloomfield.

3 November 2017

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 – s. 189 – 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

**(Matter No. CB/2017/72)**

**SOMERSET REGIONAL COUNCIL – FIELD STAFF CERTIFIED AGREEMENT 2017**

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## **PART 1 – PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as *Somerset Regional Council – Field Staff Certified Agreement 2017*.

### **1.2 Parties Bound**

The parties bound to this Agreement are:

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

This Agreement shall apply to all employees paid under provisions of the *Queensland Local Government Industry (Stream B) Award – State 2017* and *Queensland Local Government Industry (Stream C) Award – State 2017*.

#### **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 quarterly. Additional meetings may be requested by any party bound to this Agreement.

### **1.3 Agreement Coverage**

This Agreement shall apply to the Council, the Unions party to this Agreement and their members or persons eligible to be their members employed by Council under provisions of the *Queensland Local Government Industry (Stream B) Award – State 2017* and *Queensland Local Government Industry (Stream C) Award – State 2017*.

### **1.4 Date of Operation**

Somerset Regional Council – Field Staff Certified Agreement 2017 shall take effect from the date of certification.

The nominal expiry date for this Agreement is the last day of the last full pay period which is inclusive of 30 June 2020.

Somerset Regional Council – Field Staff Certified Agreement 2017 will continue to operate until a new Agreement is finalised.

#### **1.4.1 Review of Certified Agreement**

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

#### **1.4.2 Posting of Agreement**

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

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

This Agreement shall be read and applied in conjunction with the *Queensland Local Government Industry (Stream B) Award – State 2017* and *Queensland Local Government Industry (Stream C) Award – State 2017*.

Where there is any inconsistency between this Agreement and the Award/s, this Agreement shall prevail to the extent of the inconsistency.

### **1.6 Definitions**

“Award” shall mean *Queensland Local Government Industry (Stream B) Award – State 2017* and / or *Queensland Local Government Industry (Stream C) Award – State 2017* (as they existed at the date of certification).

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

“Casual employee”	shall mean an employee who is engaged as such and is paid on an hourly basis. A casual employee is not entitled to annual leave, sick leave, or other such entitlements.
“Council”	shall mean the Somerset Regional Council.
“Emergencies”	shall mean where there is potential for loss of life or property damage.
“Full-time employee”	shall mean a weekly hired employee who works on average 38 ordinary hours per week.
“Genuine Family Needs”	shall mean, for the purpose of this Agreement, either illness or crisis in the immediate family, or the need to avoid leaving children unattended.
“Immediate family”	includes: <ul style="list-style-type: none"> <li>(a) the employee's spouse; and</li> <li>(b) a child, ex-nuptial child, stepchild, adopted child, ex-foster child, parent, grandparent, grandchild or sibling of the employee or employee's spouse.</li> </ul>
“JCC”	shall mean Joint Consultative Committee
“Part-time employee”	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.
“Time in Lieu”	time in lieu is time taken off and paid for on the same equivalent as the time actually worked.
“Training”	means a structural competency based, skills needs assessment and training management program, for both the enterprise as a whole and each individual employee.
“Union”	shall mean one of the union parties bound by this Agreement.

## **1.7 Individual Flexibility Agreement**

- 1.7.1 The Council 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 one (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 Council and employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the Council and employee.
- 1.7.2 The Council 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 Agreement.
- 1.7.3 The Council must ensure the individual flexibility arrangement—
- (a) is in writing and signed by the Council and employee; and
  - (b) states—
    - (i) the names of the Council and employee; and
    - (ii) the terms of this Agreement 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.

- 1.7.4 The Council must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 1.7.5 An individual flexibility arrangement may be terminated—
- (a) by either the employee or Council 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 Council and employee at any time if they agree in writing to the termination.

## **1.8 Consultation**

### **1.8.1 This term applies if—**

- (a) the Council is considering to introduce changes in production, program, organisation, structure, or technology in relation to its enterprise; and
- (b) the change is likely to have 'significant effects' on relevant employees of the enterprise.
  - (i) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of the Council's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
  - (ii) Where this Agreement or the Award/s mentioned in clause 1.3 makes provision for alteration of any of the matters referred to in clauses 1.7.1 (a) and (b) an alteration shall be deemed not to have significant effect.

### **1.8.2 Council's duty to notify:**

- (a) The Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.

### **1.8.3 Council's duty to consult over proposed change:**

- (a) The Council shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the Council intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the consideration referred to in clause 1.7.1.
- (c) For the purpose of such consultation the Council shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 1.7.3 (c) the Council shall not be required to disclose confidential information, the disclosure of which would be adverse to the Council's interests.

## **1.9 Dispute Resolution and Grievance Procedure**

### **1.9.1 Prevention and settlement of disputes – Agreement and Award/s matters**

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement and relevant Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (c) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement and a relevant Award, the following procedures shall apply:
  - (i) the matter is to be discussed by the employee's union representative and/or the employee/s concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;

- (ii) if the matter is not resolved as per clause 1.8.1(c)(i), it shall be referred by the union representative and/or the employee/s to the appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;
  - (iii) if the matter remains unresolved it may be referred to the Council for discussion and appropriate action. This process should not exceed 14 days;
  - (iv) if the matter is not resolved then it may be referred by either party to the Commission for conciliation and if not resolved, arbitration.
- (d) Nothing contained in this procedure shall prevent unions or the Council from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

#### 1.9.2 Prevention and settlement of employee grievances and disputes - other than Agreement or Award matters

- (a) The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:
  - Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to resolve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.
  - Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's representative during the course of Stage 2.
  - Stage 3: If the grievance is still unresolved, the manager will advise the Council and the aggrieved employee may submit the matter in writing to the Council if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.
- (c) The Council shall ensure that:
  - (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
  - (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The Council may appoint another person to investigate the grievance or dispute. The Council may consult with the employee representative in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall also consult with the union during the course of the investigation. The Council shall advise the employee initiating the grievance, the employee's union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
  - Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.
  - Stage 2: Not to exceed 7 days.
  - Stage 3: Not to exceed 14 days.
- (g) If the grievance or dispute is not settled the matter may be referred to the Commission by the employee or the union for conciliation and if not resolved, arbitration.
- (h) Subject to legislation, while the grievance procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.



## **1.10 Employment Security**

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

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

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

### **1.10.1 Maintaining a Permanent Workforce**

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

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

Council acknowledges that services are provided as a community service obligation and not on a commercial or for profit basis to the disadvantage of local communities or Council employees. Council agrees to deliver all Council services to the community by Council employees and the current ratio of contract services except in cases where it is necessary to utilise the services of specialist staff.

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

In the event of any reduction of the workforce the intent would be to reduce the utilisation of contract labour and casual labour prior to the reduction of a permanent workforce.

All other provisions of the Award/s apply.

## **1.11 Redundancy**

### **1.11.1 Objectives**

The chief objectives of this clause are:

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

### **1.11.2 Definitions**

- (a) "Redundancy Decision", in relation to redundancy, means a decision of Council, in its capacity as a local government for the purposes of the Local Government Act 2009 (Qld), or any other conclusion, determination or decision of the Council, which decision has caused, will cause, or is likely to cause, a position or positions to become redundant.
- (b) "likelihood of redundancy" means a circumstance in which a reasonable person would or ought to know that it is more likely than not that a position or positions are or will become redundant, and includes the following circumstances:
  - (i) Council, by resolution, determines to investigate, propose, or otherwise consider introducing and/or implementing change that would or would likely result in redundancy;
  - (ii) the CEO and/or senior staff of Council makes or make a proposal or recommendation to Council that, if accepted, introduced and/or implemented, would or would likely result in redundancy;
  - (iii) a consultant, contractor, or other relevant external party makes a proposal or recommendation to



by either themselves or the Council that the alternative position is unsatisfactory.

- (e) Income maintenance with EBA wage increases, as a minimum, for the term of this Agreement if redeployed to a lower classification level

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

- the employee is no longer employed by the Council; or
- the employee is appointed to a position where the income/salary/wage is equal to or more than the income/salary/wage of the previous position.

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

#### 1.11.6 No forced redundancies

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

#### 1.11.7 Voluntary retrenchment

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

#### 1.11.8 Redundancy benefits

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

However, the employee:

- a) must receive an amount equal to the employee's salary/wage for not less than four (4) weeks; but
- b) must not receive an amount more than the employee's salary/wage for twenty-six (26) weeks.

#### 1.11.9 Early Separation Incentive Payment

- (a) The early separation incentive payment (ESIP) is designed to enable employees to elect to leave the service of Council, before the expiry of the redeployment/retrenchment notice period.
- (b) Employees who express an interest in participating in the ESIP scheme will be required to submit an application within twenty-eight (28) calendar days of Council giving notice of the Redundancy Decision as required by this clause.
- (c) Applications may be rejected by the Council if acceptance would be detrimental to Council's operations.
- (d) The ESIP is the amount the employee would have received had the employee worked the balance of the redeployment/retrenchment notice period, in lieu of notice. This incentive payment will be calculated at the ordinary rate of pay.

#### 1.11.10 Assistance to employees whose positions are redundant

- (a) During the redeployment/retrenchment notice period, providing each case has the prior approval of the employee's supervisor, leave with pay shall be granted for the purpose of attending personal employment interviews.

#### 1.11.11 Advice about entitlements

Each employee whose position has been made redundant will be given a statement showing the calculation of an estimate of the payments to be made to the employee should retrenchment occur, at least 28 days before the date on which retrenchment is to take effect.

## **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 the 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. This procedure is detailed in "Appendix A".

## **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 Director Human Resources and Customer Service, 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 Council 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 will be assessed on an individual case-by-case agreement, and will have to be mutually beneficial and agreeable.

### PART 3 – WAGES AND ALLOWANCES

#### 3.1 Wages and wage increases

a) Wages (per week) and wage increases payable to the various classifications in the relevant Award/s shall be as follows:

OPERATIONS AND ENGINEERING		2016/2017		2017/2018		2018/2019		2019/2020	
		Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate
				2.5% or \$25/week or 1 April 2016 to 31 March 2017 Brisbane CPI, whichever is greater		2.5% or \$25/week or 1 April 2017 to 31 March 2018 Brisbane CPI, whichever is greater		2.5% or \$25/week or 1 April 2018 to 31 March 2019 Brisbane CPI, whichever is greater	
				Commencing on the first full pay period falling immediately after certification of agreement		Commencing on the first full pay period falling after 1 July 2018		Commencing on the first full pay period falling after 1 July 2019	
Operations	Engineering	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate
LGE L1	C14 & C13	\$ 872.01	\$ 45,344.53	\$ 897.01	\$ 46,644.52	\$ 922.01	\$ 47,944.52	\$ 947.01	\$ 49,244.52
LGE L2 & L3	C12	\$ 914.47	\$ 47,552.14	\$ 939.47	\$ 48,852.44	\$ 964.47	\$ 50,152.44	\$ 989.47	\$ 51,452.44
LGE L4	C11	\$ 946.83	\$ 49,235.16	\$ 971.83	\$ 50,535.16	\$ 996.83	\$ 51,835.16	\$ 1,021.83	\$ 53,135.16
LGE L5	C10	\$ 962.00	\$ 50,024.26	\$ 987.00	\$ 51,324.00	\$ 1,012.00	\$ 52,624.00	\$ 1,037.30	\$ 53,939.60
LGE L6	C9	\$ 978.66	\$ 50,890.46	\$ 1,003.66	\$ 52,190.32	\$ 1,028.75	\$ 53,495.08	\$ 1,054.47	\$ 54,832.45
LGE L7	C8	\$ 1,010.78	\$ 52,560.72	\$ 1,036.05	\$ 53,874.57	\$ 1,061.95	\$ 55,221.44	\$ 1,088.50	\$ 56,601.97
LGE L8	C7	\$ 1,043.83	\$ 54,278.68	\$ 1,069.93	\$ 55,636.14	\$ 1,096.67	\$ 57,027.04	\$ 1,124.09	\$ 58,452.72
LGE L9	C6	\$ 1,078.12	\$ 56,062.08	\$ 1,105.07	\$ 57,463.80	\$ 1,132.70	\$ 58,900.39	\$ 1,161.02	\$ 60,372.90
	C5	\$ 1,120.00	\$ 58,239.74	\$ 1,148.00	\$ 59,696.00	\$ 1,176.70	\$ 61,188.40	\$ 1,206.12	\$ 62,718.11
	C4	\$ 1,162.75	\$ 60,462.88	\$ 1,191.82	\$ 61,974.58	\$ 1,221.61	\$ 63,523.94	\$ 1,252.15	\$ 65,112.04
	C3	\$ 1,395.03	\$ 72,541.82	\$ 1,429.91	\$ 74,355.10	\$ 1,465.65	\$ 76,213.98	\$ 1,502.29	\$ 78,119.33
	C2 (a)	\$ 1,425.05	\$ 74,102.29	\$ 1,460.68	\$ 75,955.17	\$ 1,497.19	\$ 77,854.04	\$ 1,534.62	\$ 79,800.40
	C2 (b)	\$ 1,485.12	\$ 77,225.99	\$ 1,522.25	\$ 79,156.90	\$ 1,560.30	\$ 81,135.82	\$ 1,599.31	\$ 83,164.21
		\$ 1,515.04	\$ 78,782.58	\$ 1,552.92	\$ 80,751.63	\$ 1,591.74	\$ 82,770.42	\$ 1,631.53	\$ 84,839.68
		\$ 1,575.13	\$ 81,906.29	\$ 1,614.51	\$ 83,954.43	\$ 1,654.87	\$ 86,053.29	\$ 1,696.24	\$ 88,204.62
		\$ 1,600.28	\$ 83,214.45	\$ 1,640.29	\$ 85,294.92	\$ 1,681.29	\$ 87,427.30	\$ 1,723.33	\$ 89,612.98
		\$ 1,625.11	\$ 84,505.96	\$ 1,665.74	\$ 86,618.36	\$ 1,707.38	\$ 88,783.82	\$ 1,750.07	\$ 91,003.42

b) Wages shall be paid fortnightly by electronic funds transfer.

#### 3.2 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.

#### 3.3 First Aid Allowance

For relevant employees a First Aid Allowance may apply to an appointed person in a gang who holds an appropriate first-aid certificate as a first-aid attendant in accordance with the Award/s. 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.

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

Employees, apart from cleaners, whose classifications fall within the Queensland Local Government Industry (Stream B) Award – State 2017, will receive a Construction Workers Allowance (CWA) at the rate of \$29.91 per week; or an amount equal to the Construction Workers Allowance (CWA) in accordance with the Award, whichever is the greater.

Employees whose classifications fall within the *Queensland Local Government Industry (Stream C) Award – State*

2017, will receive a Dirty Work Allowance (DWA) at the rate of \$29.91 per week; or an amount equal to the Construction Workers Allowance (CWA) in accordance with the Award, whichever is the greater.

### **3.5 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, and relevant to the employee's role, will be paid a bonus payment of \$7.00 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.

### **3.6 Leading Hand Allowance**

Employees who are permanently appointed as Gangers of crews of six (6) or more employees, at the time of certification of this Agreement, will receive an allowance of \$7.73 per day in addition to the applicable wage; or an amount in accordance with the Award, whichever is the greater.

This payment is intended for those employees who are permanently appointed as Gangers of Construction and Maintenance Crews, at the time of certification of this Agreement, for the term of their employment in that role.

All other employees shall be paid a Leading Hand Allowance in accordance with the Award/s in addition to the applicable wage where relevant.

### **3.7 Classification - Water Truck Operators**

Water Truck Operators will be classified at Level 5 of the *Queensland Local Government Industry (Stream B) Award – State 2017*.

## **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, an 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/s 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 supervisor/director, 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/director. Note: this requirement is not applicable to employees who are on-call as part of a rotating roster.

All other provisions of the Award/s apply.

#### **4.4 Travel Time**

In circumstances where employees 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/director, 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 / director'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 five (5) days of TOIL;
- 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 five (5) days accrual be allowed;
- f) any time worked beyond five (5) days, 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.

##### **5.1.1 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 Close-down**

- 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.

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 the close-down 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**

All employees, full-time and part-time (on a pro rata basis) shall accrue 12 days (ie 91.2 hours) personal leave per annum from certification of this Agreement.

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/s 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 Council.

Employees who are eligible to access their long service leave balance may apply in writing for long service leave at double pay. If the application is approved, in writing, 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' leave at double pay. Long service leave accrual reduces by ten (10) weeks.

In the case of bona fide financial hardship or compassionate grounds, 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, subject to ensuring a minimum balance of four (4) weeks (accessible) long service leave is retained for use by the employee.

All other provisions of the relevant 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/director 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/director, 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 may be worked by mutual agreement with individuals. Council will take into consideration cases of genuine family needs and take substitute employees where practicable and suitable for the current job requirements.
- In the event of wet weather occurring prior to the completion of the project, the Council 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.

#### 5.6.1 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.

#### 5.6.2 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 permanent employees, on the death of a member of their immediate family are entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours that would have been 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 relevant 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 Council 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 Payroll Deduction - Union Fees**

The parties agree that during the life of this Agreement, employees may elect to have Union fees deducted from the employee's wages via an approved Payroll Deduction and forwarded to the relevant Union. The necessary authorisations and approvals are to be provided by employees prior to commencement of deductions in all instances.

#### **6.2 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 or any other conditions in excess of those provided in this Agreement.

#### **6.3 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.

#### **6.4 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.

## **PART 7 - APPENDIX "A" - RECLASSIFICATION PROCEDURE**

This procedure has been developed specifically for the 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.



**SIGNATORIES**

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

Robert Bain (signed) ..... Kylee Isidro (signed)  
..... In the presence of .....

Signed for and on behalf of  
The Australian Worker’s Union of Employees, Queensland (AWU)  
ABN 54 942 536 069

Stephen Baker (signed) ..... Samantha Stokes (signed)  
..... In the presence of .....

Signed for and on behalf of  
Transport Workers’ Union of Australia, Union of Employees (Queensland Branch) (TWU)  
ABN 80 519 643 130

Peter Biagini (signed) ..... Natalie Todd (signed)  
..... In the presence of .....

Signed for and on behalf of  
The Construction, Forestry, Mining & Energy, Industrial Union of Employees Queensland (CFMEU)  
ABN 73 089 711 903

Jade Ingham (signed) ..... Leanne Butkus (signed)  
..... In the presence of .....

Signed for and on behalf of  
Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland  
(AMEPKU)  
ABN 59 459 725 116

Rohan Webb (signed) ..... Natalie Todd (signed)  
..... In the presence of .....