

**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**

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

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

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

(Matter No. CB/2021/63)

**SOMERSET REGIONAL COUNCIL - FIELD STAFF CERTIFIED AGREEMENT 2020**

Certificate of Approval

On 21 December 2021 the Commission certified the attached written agreement in accordance with s 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** *Somerset Regional Council - Field Staff Certified Agreement 2020*

**Parties to the Agreement:**

- **Somerset Regional Council**
- **The Australian Workers' Union of Employees, Queensland**
- **The Construction, Forestry, Mining & Energy, Industrial Union of Employees**
- **Automotive, Metals, Engineering, Printing and Kindred Industrial Union of Employees, Queensland**
- **Transport Workers' Union of Australia, Union of Employees (Queensland Branch)**

**Operative Date:** 21 December 2021

**Nominal Expiry Date:** 30 June 2023

**Previous Agreements:** *Somerset Regional Council - Field Staff Certified Agreement 2017*

**Termination Date of Previous Agreements:** 21 December 2021 (Matter No CB/2021/62)

S C PIDGEON  
Industrial Commissioner

21 December 2021

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 – s. 189 – certifying an agreement*

**Somerset Regional Council**

**AND**

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

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

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

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

**(Matter No.)**

**SOMERSET REGIONAL COUNCIL – FIELD STAFF CERTIFIED AGREEMENT 2020**

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## **PART 1 – PRELIMINARY**

### **1.1 Title**

This Agreement shall be known as *Somerset Regional Council – Field Staff Certified Agreement 2020*.

### **1.2 Parties Bound**

The parties bound to this Agreement are:

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

### **1.3 Application**

This Agreement shall apply to all employees paid under provisions Division 2 – Section 5 of the *Queensland Local Government Industry (Stream B) Award – State 2017* and Division 2 – Section 2 of the *Queensland Local Government Industry (Stream C) Award – State 2017*.

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

- 1.4.1 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.
- 1.4.2 The JCC shall meet at least once every six (6) months. Additional meetings may be requested by any party bound to this Agreement. Additional meetings shall not be unreasonably withheld.

### **1.5 Date of Operation**

- 1.5.1 This Agreement shall take effect from the date of certification and will have a nominal expiry date of 30 June 2023.
- 1.5.2 The parties undertake to commence discussions on a replacement certified Agreement, six (6) months prior to the nominal expiry date of this agreement.
- 1.5.3 A true copy of this Agreement shall be displayed in the workplace with convenient access for employees.

### **1.6 Relationship to Parent Awards**

- 1.6.1 This Agreement shall be read and applied in conjunction with the terms of the following Awards:
  - (a) Division 2 – Section 5 of the *Queensland Local Government Industry (Stream B) Award – State 2017* (Stream B Award);
  - (b) Division 2 – Section 2 of the *Queensland Local Government Industry (Stream C) Award – State 2017* (Stream C Award); and
  - (c) *Training Wage Award – State 2012*
- 1.6.2 Where there is any inconsistency between this Agreement and the Awards listed in Clause 1.6.1, this Agreement shall prevail to the extent of the inconsistency.

### **1.7 Individual Flexibility Agreement**

- 1.7.1 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 industrial instrument.
- 1.7.3 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—
- (a) 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 make provision for alteration of any of the matters referred to in clauses 1.8.1 (a) and (b) an alteration shall be deemed not to have significant effect.
- 1.8.2 Council's duty to notify:
- (a) Before Council decides to introduce changes as described in Clause 1.8.1, 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) 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) 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.
  - (c) Notwithstanding the provision of clause 1.8.3(b), 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 the 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 1.9.1(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.
- (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) 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) Council may appoint another person to investigate the grievance or dispute. 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. 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.

- (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**

1.10.1 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.

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

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

1.10.3 Maintaining a Permanent Workforce

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Council maintains not to use any shared resource if such use was designed to reduce employment with Somerset Regional Council.
- (e) 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.

## **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 Council that, if accepted, introduced and/or implemented, would or would likely result in redundancy;
- (iv) senior staff of Council make a proposal or recommendation to the CEO that, if and however accepted, introduced and/or implemented, would or would likely result in redundancy;
- (v) a consultant, contractor, or other relevant external party makes a proposal or recommendation to the CEO that, if and however accepted, introduced and/or implemented, would or would likely result in redundancy;
- (c) "Redeployment" means the transfer of an employee from their existing position to a suitable alternative position within Council, where the employee's existing position is redundant.
- (d) "Retraining" includes an analysis of an employee's current skills, knowledge and abilities for the purpose of developing an individual training plan to facilitate the employee's redeployment.
- (e) "Redundancy" means the situation in which the Council's need for work of a particular kind at a location has diminished or ceased and, as a consequence, Council no longer requires the position to be filled by anyone, and "redundant" has a corresponding meaning. However, "redundancy" does not include, and this clause does not apply in, the following circumstances:
  - (i) where an employee terminates employment before the expiration of the notice period without prior approval of the Council, which approval shall not be unreasonably withheld; or
  - (ii) where an employee suffers an injury or illness which renders that employee otherwise incapable of continuing in employment; or
  - (iii) where an employee's services are terminated by reason of neglect of duty or misconduct; or
  - (iv) where an employee has been engaged in a casual capacity or on a maximum term contract; or
  - (v) where an employee has not been engaged for a continuous period of at least twelve (12) months.
- (f) "Retrenchment" means the termination of employment of an employee whose position has become redundant.
- (g) "Notice of redundancy" means the formal advice to an employee that the employee's position is or will be redundant.
- (h) "Ordinary Rate of Pay" for redundancy payments shall mean the current rate including all wage increases plus District and/or Locality Allowance (if it applies) (excluding shift loadings, weekend penalty payments, and overtime).
- (i) "Actual Rate of Pay" is the ordinary rate of pay as at the date of redeployment.

#### 1.11.3 Consultation with relevant employees and relevant union/s

- (a) This sub-clause applies if there is a likelihood of redundancy.
- (b) The Council shall at the earliest practicable time provide all relevant details to the employee/s concerned and, where relevant union/s and arrange discussions with the employees and the union/s.
- (c) Relevant details to be provided to the employee and, where relevant, the union/s shall include:
  - (i) the reasons for the redundancy or likely redundancy of each position affected;
  - (ii) the number, classification, location and details of the positions that are or are likely to be redundant;
  - (iii) presentation of an organisational plan of the work unit concerned.
- (d) Discussions with the employees and, where relevant, the relevant union/s shall include:
  - (i) the method of identifying positions as redundant, having regard to the efficient and economical working of that enterprise;
  - (ii) advice and the timing of that advice to the employees.

#### 1.11.4 Notice of redundancy

- (a) This sub-clause applies if a Redundancy Decision has been made.  
Each employee whose position is or is to be redundant and, where relevant, the union/s shall receive twenty-eight (28) days' notice of the redundancy taking effect.

#### 1.11.5 Redeployment

- (a) This sub-clause applies if there has been a Redundancy Decision.
- (b) An employee whose position has been made redundant may agree to accept redeployment to suitable alternative employment.
- (c) Within the redeployment/retrenchment notice period, Council shall endeavour to find suitable alternative employment within Council for each employee whose position has become, or will become, redundant as

a result of the Redundancy Decision. Each such employee shall be individually interviewed to determine what options may exist for their retraining for Council.

- (d) Employees who are redeployed to another position will be eligible for retrenchment and any other benefits pursuant to this clause that apply in the absence of redeployment should it be found within three months by either themselves or the Council that the alternative position is unsatisfactory.
- (e) Income maintenance with EBA wage increases, as a minimum, for the term of 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

- (a) Subject to clause 1.11.8(b), it is agreed between the parties that an employee who is retrenched or accepts an offer from Council for voluntary redundancy or applies and is accepted by Council voluntary redundancy 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.
- (b) The employee:
  - (i) must receive an amount equal to the employee's salary/wage for not less than four (4) weeks; but
  - (ii) 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

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**

- 2.2.1 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.
- 2.2.2 Council agrees to budget annually to provide funds to conduct appropriate education, training and skills development for its employees.
- 2.2.3 Areas of education, training and skills development may include but are not limited to:
  - (a) Occupational health & safety
  - (b) Job/work skills
  - (c) Customer service
  - (d) Technological skills
  - (e) Quality improvement
- 2.2.4 Such training shall be nationally accredited where appropriate.
- 2.2.5 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 A".

## **2.4 Workplace Health & Safety**

- 2.4.1 Council as a whole makes a commitment to the provisions of the Work Health and Safety Act.
- 2.4.2 Council's employees and the Unions 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.
- 2.4.3 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.
- 2.4.4 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**

- 2.5.1 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.
- 2.5.2 Each employee wishing to undertake work from home will be given the opportunity to negotiate an agreement with the Council addressing the following criteria:
  - (a) Insurance
  - (b) Equipment
  - (c) Career development
  - (d) Termination and re-negotiation
  - (e) Access arrangements
  - (f) Security
  - (g) Workplace Health & Safety
  - (h) Workers' Compensation
  - (i) Child Care

(j) Any other applicable matters

- 2.5.3 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**

3.1.1 Council agrees to pay the following wage increases:

- (a) 2% wage increase from the 1st full pay period in July 2021. The wage increase will be backdated and paid on the first full pay period following certification of the Agreement; and
- (b) 2% wage increase to be paid on the 1st full pay period in July 2022.

3.1.2 On the 1<sup>st</sup> full pay period following certification of the Agreement, Employees will receive a sign on bonus of \$200.00.

3.1.3 Employees covered under this Agreement received a 1% wage increase, backdated to the first full pay period in July 2020, by way of an administrative increase in June 2021.

3.1.4 The ordinary weekly rates of pay of all employees are provided for in Appendix “A” of this Agreement.

3.1.3 Wages shall be paid fortnightly by electronic funds transfer.

#### **3.2 Salary Sacrifice**

3.2.1 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.

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

3.2.3 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, reconstruction, alteration, repair and/or maintenance work (CWA) / Dirty Work Allowance (DWA)**

3.4.1 Eligible employees covered by Division 2 Section 5 of the Stream B Award shall be paid the Construction, reconstruction, alteration, repair and/or maintenance work in accordance with the Award.

3.4.2 Eligible employees covered by Division 2 Section 2 of the Stream C Award shall be paid the Dirty Work Allowance in accordance with the Award or an amount equal to the CWA, whichever is greater.

#### **3.5 Multi-Skilling Allowance**

3.5.1 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.

3.5.2 Permanent employees holding three (3) or more competencies, qualifications or licences relevant to the employee’s appointed role within the organisation and/or Council’s operations; and/or holds a Certificate III qualification or above relevant to the employee’s appointed role within the organisation and/or Council’s operations, will be paid a bonus payment of \$10.00 each week on the basis that this knowledge and experience creates a multi-skilled workforce.

3.5.3 This allowance is not applicable to generic competencies, licences or qualifications required as part of a standard employment arrangement such as drivers licence, construction industry white card, working in proximity to traffic etc; or for example Grader competency for appointed Grader Operator, Mechanics qualification for appointed Mechanic etc.

- 3.5.4 The employee must be willing and able to perform these duties associated with the competencies, qualifications or licence to a satisfactory level of efficiency to receive the allowance.
- 3.5.3 A completed Multi-Skilling Allowance Application Form, including copies of current tickets and licences must be submitted and approved before bonus payments are received.

### **3.6 Leading Hand Allowance**

- 3.6.1 Eligible employees covered by Division 2 Section 2 of the Stream C Award shall be paid the Leading Hand Allowance in accordance with the Award.
- 3.6.2 Eligible employees covered under Division 2, Section 5 of the Stream B Award, shall be paid the Leading Hand Allowance in accordance with the Award or an amount equal to the Leading Hand Allowance in accordance with Division 2, Section 2 of the Stream C Award, whichever is greater.

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

Water Truck Operators will be classified at Level 5 of Division 2 – Section 5 of the *Queensland Local Government Industry (Stream B) Award – State 2017*.

## **PART 4 – HOURS OF WORK**

### **4.1 Hours of Work**

- 4.1.2 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. 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.
- 4.1.3 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**

- 4.2.1 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.
- 4.2.2 Penalty rates will only apply for any delay in excess of one (1) hour.

### **4.3 Overtime**

- 4.3.1 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.
- 4.3.2 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.
- 4.3.3 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, such time shall be paid at the applicable overtime rates.

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

- 4.5.1 It is agreed between the parties that overtime may be taken as TOIL, equivalent to time worked, by mutual agreement.
- 4.5.2 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.
- 4.5.3 TOIL 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. Note: this is not applicable to employees who are on-call as part of a rotating roster.
  - b) Leave from an employee's TOIL 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 TOIL, and management has refused the application so that the TOIL 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**

- 4.6.1 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.
- 4.6.2 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**

- 5.2.1 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.
- 5.2.2 These arrangements will be notified by the 30 June of each year and may be varied for genuine business reasons, eg, QGAP operations.
- 5.2.3 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**

- 5.4.1 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.
- 5.4.2 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 RDOs in order that time off work is minimal.
- 5.4.3 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.
- 5.4.4 All other provisions of the Award/s apply.

#### **5.5 Long Service Leave**

- 5.5.1 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.
- 5.5.2 Accrued long service leave can be accessed after completing seven (7) years of continuous service from commencement of employment with pro-rata payment applicable.
- 5.5.3 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.
- 5.5.4 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.
- 5.5.5 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.
- 5.5.6 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.
- 5.5.7 All other provisions of the relevant Award will apply.

#### **5.6 Rostered Days Off (RDOs)**

- 5.6.1 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 an RDO each fortnight. Such employees shall work daily hours appropriate to their work area.
- 5.6.2 The RDO shall be taken on any day, Monday to Friday, and shall be determined by the supervising officer/director after consultation with the employee.
- 5.6.3 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 RDO, employees may be requested to do so subject to the following conditions:
- (a) Council can require employees to work a maximum of three (3) RDOs in any financial year. Time worked on scheduled RDOs will be banked, with employees given time off equivalent to time worked.
  - (b) By mutual agreement, employees may work more than three (3) scheduled RDOs in any financial year and are entitled to claim the applicable overtime rates for time worked. When requesting an employee to work an RDO, in accordance with this subsection, Council will take into consideration cases of genuine family needs and take substitute employees where practicable and suitable for the current job requirements.
  - (c) 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.
  - (d) In the event of wet weather occurring prior to the completion of the project, the Council shall not require any employee to take the RDOs accrued in lieu of wet pay. However, where it is mutually agreeable between the supervisor and the employee, RDOs may be taken on wet days.
  - (e) In the event of an employee taking an RDO on a day other than a scheduled RDO, no penalty will be incurred.
- 5.6.4 There will be a maximum accrual of unused Rostered Days Off of five (5) days with the days off being taken by

mutual arrangement when the work schedule permits. No employee will accrue in excess of five (5) RDOs 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) RDOs accrual be allowed.

- 5.6.5 It is agreed between the parties that non urgent medical and dental appointments and other private activities be taken on the employee's RDO and that where this is not possible, the employee seeks permission to switch RDOs in order that time off work is minimal.

5.6.6 Sick Leave on an RDO

Employees who become sick on their RDO shall not be entitled to claim sick leave on such occasions.

5.6.7 Public Holiday on an RDO

Employees shall be entitled to a further day off if a Public Holiday falls on an RDO.

**5.7 Bereavement Leave**

- 5.7.1 All permanent employees, on the death of a member of their immediate family or household 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.

- 5.7.2 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.

- 5.7.3 Proof of such death is to be furnished by the employee to the satisfaction of the CEO.

**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**

- 5.9.1 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.

- 5.9.2 Definition of a natural disaster event shall mean and include:

- (a) **A declared natural disaster**, declared in accordance with the *Disaster Management Act 2003*; or
- (b) **A major local event**, declared by the CEO to be an event for the purpose of Natural Disaster Leave.

- 5.9.3 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 Parental Leave**

- 5.10.1 Parental leave is regulated by the Queensland Employment Standards. The provisions of this clause complement the QES entitlement

- 5.10.2 Subject to clauses 5.10.3 and 5.10., it is agreed between the parties that a full time employee be eligible for six (6) weeks paid parental leave. Payments for a permanent part time employee are calculated on a pro rata basis.

- 5.10.3 Paid parental leave under Clause 5.10.2 is conditional upon the following:

- (a) The employee has completed two (2) years of continuous service with Council in a permanent capacity on or before the birth or adoption of the child;
- (b) the paid parental leave is to be taken immediately prior or after the birth or adoption of the child;
- (c) the employee is the primary care giver of the child; and
- (d) Access to any subsequent period/s of paid parental leave are conditional upon the completion of at least 12 months of continuous service with Council in a permanent capacity, following the return from any period of parental leave. A "period of parental leave" for the purpose of this clause includes any combination of other types of leave that the employee accessed in conjunction with parental leave to form a longer period of absence from work. These types of leave include annual leave, long service leave, unpaid leave, and the Commonwealth Government Paid Parental Leave Scheme (as varied from time to time).

- 5.10.5 It is agreed between parties that, by mutual agreement, an employee taking parental leave under clause 5.10 may return to work for specific projects, or on a part-time or casual basis, without jeopardising the right to



complete the period of unpaid parental leave.

- 5.10.6 An employee who accessed paid parental leave under clause 5.10.2 is expected to return to work and complete the equivalent of three (3) months full time/part time employment post parental leave. An Employee failing to complete this time will be required to pay back any payments received during the paid parental leave period to be calculated on a pro-rata basis.
- 5.10.7 Council shall notify and consult with employees on parental 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 case to case depending on the availability of the employee, but the obligation is there for a genuine attempt to be made to fulfil this process.

#### **5.11 Partner Leave**

- 5.11.1 Parental leave is regulated by the Queensland Employment Standards. The provisions of this clause complement the QES entitlement
- 5.11.2 An employee whose partner gives birth to or adopts a child is entitled to access up to two (2) days of Personal 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**

- 6.4.1 It is agreed that Council vehicles, plant and machinery may be operated by more than one operator in the circumstances where –
- (a) the usual driver is absent on leave or is ill; or
  - (b) a project is being undertaken on the basis of extended working hours such as double shift or seven day operation.
- 6.4.2 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 - DEFINITIONS**

#### **Definitions**

"Award"	shall mean Division 2 – Section 5 of the <i>Queensland Local Government Industry (Stream B) Award – State 2017</i> and / or Division 2 – Section 2 of the <i>Queensland Local Government Industry (Stream C) Award – State 2017</i> , and/or the <i>Training Wage Award – State 2012</i> .
"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 an 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 household, 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.

# **APPENDIX "A" - WAGE RATES**

OPERATIONS AND ENGINEERING		2019/2020		2020/2021		2021/2022		2022/2023	
				Commencing on the first full pay period following 1 July 2020 (applied and back paid administratively on 21/06/2021)		Commencing on the first full pay period following 1 July 2021 (To be applied and back paid on the first pay period following certification)		Commencing on the first full pay period following 1 July 2022	
Operations	Engineering			1%		2%		2%	
		Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate
	C14 & C13	\$ 947.01	\$ 49,244.52	\$ 956.48	\$ 49,736.96	\$ 975.61	\$ 50,731.72	\$ 995.12	\$ 51,746.24
LGE L1	C12	\$ 989.47	\$ 51,452.44	\$ 999.36	\$ 51,966.72	\$ 1,019.35	\$ 53,006.20	\$ 1,039.74	\$ 54,066.48
LGE L2 & L3	C11	\$ 1,021.83	\$ 53,135.16	\$ 1,032.02	\$ 53,665.04	\$ 1,052.66	\$ 54,738.32	\$ 1,073.71	\$ 55,832.92
LGE L4		\$ 1,037.30	\$ 53,939.60	\$ 1,047.67	\$ 54,478.84	\$ 1,068.62	\$ 55,568.24	\$ 1,089.99	\$ 56,679.48
LGE L5	C10	\$ 1,054.47	\$ 54,832.45	\$ 1,065.01	\$ 55,380.52	\$ 1,086.31	\$ 56,488.12	\$ 1,108.04	\$ 57,618.08
LGE L6	C9	\$ 1,088.50	\$ 56,601.97	\$ 1,099.39	\$ 57,168.28	\$ 1,121.38	\$ 58,311.76	\$ 1,143.81	\$ 59,478.12
LGE L7	C8	\$ 1,124.09	\$ 58,452.72	\$ 1,135.33	\$ 59,037.16	\$ 1,158.04	\$ 60,218.08	\$ 1,181.20	\$ 61,422.40
LGE L8	C7	\$ 1,161.02	\$ 60,372.90	\$ 1,172.63	\$ 60,976.76	\$ 1,196.08	\$ 62,196.16	\$ 1,220.00	\$ 63,440.00
LGE L9		\$ 1,206.12	\$ 62,718.11	\$ 1,218.18	\$ 63,345.36	\$ 1,242.54	\$ 64,612.08	\$ 1,267.39	\$ 65,904.28
	C6	\$ 1,252.15	\$ 65,112.04	\$ 1,264.67	\$ 65,762.84	\$ 1,289.96	\$ 67,077.92	\$ 1,315.76	\$ 68,419.52
	C5	\$ 1,502.29	\$ 78,119.33	\$ 1,517.31	\$ 78,900.12	\$ 1,547.66	\$ 80,478.32	\$ 1,578.61	\$ 82,087.72
	C4	\$ 1,534.62	\$ 79,800.40	\$ 1,549.96	\$ 80,597.92	\$ 1,580.96	\$ 82,209.92	\$ 1,612.58	\$ 83,854.16
		\$ 1,599.31	\$ 83,164.21	\$ 1,615.30	\$ 83,995.60	\$ 1,647.61	\$ 85,675.72	\$ 1,680.56	\$ 87,389.12
	C3	\$ 1,631.53	\$ 84,839.68	\$ 1,647.85	\$ 85,688.20	\$ 1,680.81	\$ 87,402.12	\$ 1,714.43	\$ 89,150.36
	C2(a)	\$ 1,696.24	\$ 88,204.62	\$ 1,713.20	\$ 89,086.40	\$ 1,747.46	\$ 90,867.92	\$ 1,782.41	\$ 92,685.32
		\$ 1,723.33	\$ 89,612.98	\$ 1,740.56	\$ 90,509.12	\$ 1,775.37	\$ 92,319.24	\$ 1,810.88	\$ 94,165.76
	C2(b)	\$ 1,750.07	\$ 91,003.42	\$ 1,767.57	\$ 91,913.64	\$ 1,802.92	\$ 93,751.84	\$ 1,838.98	\$ 95,626.96

## **APPENDIX "B" - 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.

**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

## **SIGNATORIES**

Signed for and on behalf of  
Somerset Regional Council

Andrew Johnson (signed)

In the presence of Cheryl Ann Douyere

(signed)

Date 26 November 2021

Signed for and on behalf of  
The Australian Workers' Union of Employees, Queensland (AWU)

Stephen Baker (signed)

.....

In the presence of Breanna Beattie (signed)

Date 1 December 2021

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

(signed)

Richard Olsen

In the presence of Helena Dalton-Bridges

(signed)

Date 29 November 2021



Signed for and on behalf of  
Construction, Forestry, Mining & Energy, Industrial Union of Employees Queensland (CFMEU)

(signed)

Kane Lowth

In the presence of Emma Eaves (signed)

Date 30 November 2021.

Signed for and on behalf of

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

(signed)

Rohan Webb

In the presence of Minami Rose (signed)

Date 2 December 2021.