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

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

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

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

(Matter No. CB/2026/82)

SOMERSET REGIONAL COUNCIL – FIELD STAFF CERTIFIED AGREEMENT 2026

Certificate of Approval

On 29 September 2026, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016* (Qld):

Name of Agreement:	**SOMERSET REGIONAL COUNCIL – FIELD STAFF CERTIFIED AGREEMENT 2026**
Parties to the Agreement:	• The Australian Workers' Union of Employees, Queensland • Transport Workers' Union of Australia, Union of Employees (Queensland Branch) • Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland • Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland
Operative Date:	29 September 2026
Nominal Expiry Date:	30 June 2029
Previous Agreement:	*Somerset Regional Council – Field Staff Certified Agreement 2023*
Termination Date of Previous Agreement:	29 September 2026

By the Commission

J. C. DWYER
Industrial Commissioner

29 September 2026.

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)

SOMERSET REGIONAL COUNCIL – FIELD STAFF CERTIFIED AGREEMENT 2026

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PART 1 – PRELIMINARY

1.1 Title

This Agreement shall be known as *Somerset Regional Council – Field Staff Certified Agreement 2026*.

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

On certification by the Queensland Industrial Relations Commission, 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 Paid Union Meeting

1.5.1 Employees shall be entitled to reasonable time off with pay, during ordinary working hours, to attend up to two (2) combined paid Union meetings per annum. The combined paid Union meetings may be held at two (2) Council locations and be no longer than one (1) hour in duration.

1.5.2 Unless otherwise agreed, the paid Union meetings will align with scheduled JCC meetings and allow the Union parties opportunity to consult with and obtain feedback from employees, prior to the JCC meeting.

1.5.3 Requests for a paid Union meeting must be made in writing, from the relevant Union/s, and approved by the Chief Executive Officer. A minimum of one (1) week notice will be given. The Chief Executive Officer shall not unreasonably withhold permission, unless for genuine operational reasons.

1.6 Date of Operation

1.6.1 This Agreement shall take effect from the date of certification and will have a nominal expiry date of 30 June 2029.

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

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

1.7 Relationship to Parent Awards

1.7.1 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

1.7.2 Where there is any inconsistency between this Agreement and the Awards listed in Clause 1.7.1, this Agreement shall prevail to the extent of the inconsistency.

1.8 Individual Flexibility Agreement

1.8.1 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.

1.8.2 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.

1.8.3 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.

1.8.4 The Council must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.

1.8.5 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.

1.9 Consultation

1.9.1 This term applies—

(a) When 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 1.9.1 (a) and (b) an alteration shall be deemed not to have significant effect.

1.9.2 Council's duty to notify:

(a) Before Council decides to introduce changes as described in Clause 1.9.1, Council shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.

1.9.3 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 1.9.3(b), the Council shall not be required to disclose confidential information, the disclosure of which would be adverse to the Council's interests.

1.10 Dispute Resolution and Grievance Procedure

1.10.1 Prevention and settlement of employee grievances and disputes (any industrial matter):

(a) The objectives of the procedure are to promote the prompt resolution of grievances or disputes by consultation, co-operation and discussion to reduce the level of disputation and to promote efficiency, effectiveness and equity in the workplace.

(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) At any stage of the dispute/grievance procedure at sub-clause 1.10.1 (d) an employee may choose to consult or be represented by their relevant Union.

(d) The following dispute/grievance procedure applies to all industrial matters within the meaning of the IR Act:

i. Stage 1: In the first instance the employee and/or their relevant union shall inform such employee's immediate supervisor of the existence of the grievance, and they shall attempt to resolve the grievance or dispute. If the grievance is with the immediate supervisor, the employee shall inform their immediate supervisor's supervisor.

Unless agreed, discussions should take place between the employee and/or their relevant union and such employee's supervisor within twenty-four (24) hours, and this stage shall not extend beyond seven (7) days.

ii. Stage 2: If the grievance remains unresolved, the employee and/or their relevant union shall refer the grievance to the next in line management ("the manager"). The manager will consult with the relevant parties.

Unless agreed, discussions should take place between the employee and/or their relevant union and such employee's Manager within forty-eight (48) hours and this stage shall not extend beyond seven (7) days.

iii. Stage 3: If the grievance is still unresolved, the aggrieved employee and/or their relevant union may submit the matter in writing to the CEO or Delegate if such employee wishes to pursue the matter further. If desired by either party the matter may also be notified to the relevant union.

Unless agreed, this stage should not exceed fourteen (14) days.

(e) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

(f) Council shall ensure that:

(i) the aggrieved employee and/or the relevant union has the opportunity to present all aspects of the grievance; and

(ii) the grievance shall be investigated in a thorough, fair and impartial manner.

(g) Council may appoint another person to investigate the grievance or dispute. The appointed person shall be other than the employee's supervisor or manager.

(h) If the matter involves the union/s, 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.

(i) If the grievance or dispute is not settled the matter may be referred to the Queensland Industrial Relations Commission by the employee, the union or Council.

(j) Nothing contained in this procedure shall prevent unions or the employer from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

1.11 Employment Security

1.11.1 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.

1.11.2 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.

1.11.3 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 or maximum-term 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.

1.12 Redundancy

1.12.1 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.

1.12.2 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.

1.12.3 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.

1.12.4 Notice of redundancy

(a) This sub-clause applies if a Redundancy Decision has been made.

(b) Each employee whose position is or is to be redundant and, where relevant, the union/s shall receive twenty-eight (28) days’ notice of the redundancy taking effect.

1.12.5 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:

(i) the employee is no longer employed by the Council; or

(ii) 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.

1.12.6 No forced redundancies

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

1.12.7 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.

1.12.8 Redundancy benefits

(a) Subject to clause 1.12.8(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.

1.12.9 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.

1.12.10 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, up to two (2) days leave with pay shall be granted for the purpose of attending personal employment interviews.

1.12.11 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 twenty-eight (28) days before the date on which retrenchment is to take effect.

1.13 Equal Employment Opportunity

1.13.1 The parties recognise the importance of maintaining diversity in the workplace, equal remuneration for work of equal value and ensuring that existing practices, that encourage equality of employment and development opportunities, continue and are promoted, during the life of this Agreement. This will include:

(a) Reviewing position descriptions, prior to advertisement, to ensure non-bias/gender neutral language;

(b) Inclusion of statements during recruitment that Council is an equal opportunity employer;

(c) Ensuring selection of applicants for vacant positions is conducted in accordance with the law;

(d) Giving appropriate and meaningful consideration of workplace flexibility or adjustment requests;

(e) Ensuring approval of development opportunities is managed in a fair and equitable manner, irrespective of gender or any other identified attribute under the Anti-Discrimination Act 1991.

1.13.2 The Council is committed to equal remuneration for work of equal or comparable value.

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 ongoing staff development will include a Performance Appraisal process. The aim of this process is to assess performance, review of position descriptions and identify development opportunities and training needs. Formal performance appraisals will be carried out every two (2) years, with the option of a twelve (12) month check in.

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 Work 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 Work Health and Safety in particular.

2.4.3 Council agrees to maintain the Work Health and Safety Committee which meets quarterly to discuss and implement health and safety strategies for the Council. The Work Health and Safety Committee comprises of the Director Human Resources and Customer Service, Work Health Safety personnel 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 Work Health and Safety Act and regularly review and maintain its Work Health and 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.

2.6 Higher Duties

2.6.1 Where an employee is wholly or mainly performing duties at a higher classification level, they will be entitled to be paid higher duties (or mixed functions), in accordance with relevant Award provisions.

2.6.2 An employee who is on an approved ongoing higher duties arrangement, will be entitled to payment of paid leave, RDOs and TOIL at the relevant higher rate, where the leave, RDO or /TOIL is taken during the higher duties period.

2.7 Crew Leader Progression

Within six (6) months of certification of this Agreement, Council will develop, in consultation with the relevant Union parties, career pathways for a Crew Leader to progress up to Level 9 of the Stream B Award. The career pathway will identify:

(a) Qualifications and competencies required for progression;
(b) Satisfactory service periods; and
(c) Updated classification descriptors up to Level 9 relevant to the Crew Leader position.

PART 3 –WAGES AND ALLOWANCES

3.1 Wages and wage increases

3.1.1 Council agrees to pay the following wage increases:

(a) 5% wage increase from the first full pay period on 18 May 2026. The wage increase will be backdated and paid on the first full pay period following a successful ballot of employees being achieved;
(b) 3.5% wage increase to be paid on the first full pay period in July 2027; and
(c) 3% wage increase to be paid on the first full pay period in July 2028.

3.1.2 The wage increases detailed at Clause 3.1.1(b) and (c), may attract a 'cost of living adjustment payment', up to a maximum of 1.5%, where the annual consumer price index (CPI) exceeds the wage increase percentage at Clause 3.1.1, for example:

(a) If 2026/2027 CPI is 4.25% - wage increase would be 3.5% plus a cost of living adjustment of 0.75%. Total Increase = 4.25%;
(b) If 2027/2028 CPI was 4.75% - wage increase would be 3% plus a cost of living adjustment of 1.5% (capped). Total Increase = 4.5%.

3.1.3 CPI, for the purpose of Clause 3.1.2, shall mean the All Groups CPI Percentage Change for Brisbane, March Quarter to March Quarter, as published by the ABS in April.

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

3.1.5 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/CPR Training

3.3.1 Council is committed to supporting employees in obtaining their first aid/CPR qualification and will facilitate up to two (2) first aid/CPR training courses per annum, at Council. All interested employees may attend the first aid/CPR training during ordinary hours of work and without loss of pay. Attendance will require approval of the employee's direct supervisor, in consideration of operational requirements. Approval will not be unreasonable withheld.

3.3.2 With approval by Council and where an employee is unable to attend the Council provided training, an employee may attend first aid/CPR training that has been organised privately. In such circumstances, the employee shall be entitled to paid time off work to attend the training and reimbursement of training fees incurred. Reimbursement of fees will require the employee to provide sufficient evidence that they have obtained their first aid/CPR qualification and the fees incurred.

3.3.3 It is the parties understanding that there will be no officially appointed first aid/CPR representative at Council and accordingly first aid allowance will not be payable.

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 CWA allowance, 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 DWA 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 $15.00 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.

3.5.5 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 Town Steward Allowance

3.7.1 Employees appointed to or temporarily performing the duties of Town Steward, will be paid a Town Steward Allowance at the rate of $57 per week / $1.50 per hour. The allowance will increase in accordance with the wage percentage increases at Clause 3.1, from the second year of the Agreement.

3.7.2 The allowance will be paid for all-purposes (including overtime), however, is not payable on paid or unpaid leave.

3.7.3 The Allowance is paid to acknowledge the importance of the work Town Stewards do in cleaning, maintaining and caring for high profile areas and in recognition of associated tasks and disabilities.

3.7.4 Employees in receipt of the allowance will not be entitled to claim:

(i) Toilet cleaning allowance

(ii) Rubbish removal allowance.

under the QLGIA Stream B Award, Division 2 - Section 5 (Operational Services), unless otherwise expressly provided for in this Agreement.

3.7.5 Employees' assisting' Town Stewards will not be entitled to the Town Steward allowance but will be eligible to claim Toilet Cleaning allowance whilst so engaged, in accordance with the relevant Award provisions.

3.8 Removal of Dead Animal

3.8.1 An employee who engages in the activity of removal of dead horses and/or cattle will be paid an additional $5.00 per day.

3.8.2 An employee who engages in the activity of removing dead animals other than described in clause 3.8.1, will be paid an additional $2.50 per day.

3.8.3 This payment will not apply to any employee removing dead vermin arising in the course of their ordinary employment.

3.8.4 Council from time to time may undertake audits, that may require employees to provide evidence of removal of dead animals when such allowances are claimed.

3.9 Poisons Sprays Allowance

3.9.1 Employees appointed to positions within the Pest Management Team, who regularly undertake poison spraying duties, will be paid a Poison Spray Allowance of $19.55 per week ($0.514 per hour). The Allowance will increase in accordance with the State Wage Case decision.

3.9.2 The allowance will be paid for all-purposes (including overtime), however, is not payable on paid or unpaid leave periods.

3.9.3 The Poison Spray Allowance will be paid in lieu of the Poison Sprays – other than at Cemeteries Allowance that would otherwise have been payable under the QLGIA Stream B, Division 2 - Section 5 (Operational Services), unless otherwise expressly provided for in this Agreement.

3.10 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*.

3.11 Classification Plant Operator (Grader)

3.11.1 The position of Plant Operator (Grader) is classified at Level 6 of the Operational Services Section, Steam B Award.

3.11.2 An employee appointed to the position of Plant Operator (Grader), upon satisfactory completion of a formal assessment confirming final trim competency, may be classified at Level 8 of Operational Services Section, Stream B Award.

PART 4 – HOURS OF WORK

4.1 Hours of Work

4.1.1 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.

4.1.2 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 Special Working Arrangements

4.3.1 Special working arrangements may be entered into by agreement in the following two (2) circumstances:

(a) The CEO/Delegate may request a special working arrangement for either an individual or work team in order to meet the efficient operations of Council's business; such arrangement may be required on a temporary basis or for a specified period / project; or

(b) An individual or work team may request a special working arrangement in order to meet the efficient operations of Council's business; such arrangement may be requested on a temporary basis or for a specified period / project; or

(c) An individual or work team may request a special working arrangement in order to better accommodate for their personal commitments or work/life balance; such arrangement may be requested on a temporary basis or for a specified period / project.

4.3.2 Where an individual/work team, who may be represented by their relevant union, and management agree that for operational purposes a change in the employee/s working arrangements would be more beneficial to Council and the employee/s, and where the request has been approved by the CEO/Delegate, affected employees may vote for the special work arrangement. At least 75% of affected employees must vote in favour of the special work arrangement, prior to the change being implemented.

4.3.3 Where an individual does not agree to the special work arrangement, due to genuine family responsibilities or commitments, this will be given reasonable consideration by Council. In such circumstances, evidence to satisfy a reasonable person will be provided by the individual.

4.3.4 Any special work arrangement will be in writing between the CEO/Delegate and the employee/s and must not, on balance, disadvantage the employee/s overall terms and conditions of employment.

4.4 Overtime

4.4.1 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) 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 4.6 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.

4.4.2 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.

4.4.3 All other provisions of the Award/s apply.

4.5 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.

4.6 Time Off In Lieu (TOIL)

4.6.1 It is agreed between the parties that overtime may be taken as TOIL, accrued on a time for time basis, by mutual agreement.

4.6.2 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.

4.6.3 TOIL is subject to the following provisions:

(a) Employees must obtain their relevant supervisor's approval before working any overtime and advise whether they request to be paid overtime or accrue the time as TOIL. Note: this is not applicable to employees who are on-call as part of a rotating roster.

(b) Accrued TOIL 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 and where the TOIL cannot be taken within a period of six (6) calendar months from the date of working the overtime, then the TOIL will be paid out at the relevant overtime rates.

(c) Full-time employees may accrue a maximum of ten (10) days (i.e. 76 hours) of TOIL.

(d) Part-time employees may accrue a maximum TOIL balance, calculated at their pro-rata ordinary fortnightly hours;

(e) That maximum TOIL balance will not be exceeded without specific prior written authorisation of the CEO (or their delegate). Only in exceptional circumstances, or where it is imperative to the operation of Council, will an excess accrual be allowed;

(f) Any time worked beyond the above caps, will be paid at the applicable overtime rates in the relevant pay period, unless prior approval is given by the CEO to exceed the maximum TOIL balance;

(g) On termination, any balance of TOIL is to be paid out at ordinary time rates.

4.7 Work from Home Depots

4.7.1 It is agreed that employees will have a designated work location and that they will commence and finish work from this location.

4.7.2 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 designated work location of employees if required to maintain operational efficiencies.

4.8 Public Holidays

4.8.1 Employees who would usually work on Christmas Day, Boxing Day and Good Friday and are required to work on that day, will be entitled to:

(a) Payment for the ordinary hours the employee would usually work on the day; and

(b) Payment for any ordinary hours worked on that day at the rate of double time, with a minimum payment of four (4) hours.

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 in which leave was accessed, 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 The shut down periods will not extend longer than:

(a) two (2) weeks during the Christmas / New Year period (excluding public holidays) ; and

(b) one (1) week during the Easter period (excluding public holidays).

5.2.3 These arrangements will be notified by the

(a) 30 June of each year for the Christmas/New Year period; and

(b) 30 November the year prior to the Easter period,

and may be varied for genuine business reasons, eg, QGAP operations.

5.2.4 Accrued TOIL should be taken in the first instance over this period, which may be supplemented by annual or other accumulated leave. 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 the relevant overtime rates in addition to their leave payment for all such hours worked, in lieu of leave balances being credited 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 fifteen (15) days (ie 114hours) personal leave per annum from certification of this Agreement.

5.4.2 On approval by Council, an employee may access accrued personal leave for their attendance at specialist, preventative health or routine medical appointments scheduled with a Registered Health Practitioner. A Registered Health Practitioner will mean a medical practitioner registered with the Australian Health Practitioner Regulation Agency (AHPRA).

Employees must obtain approval from their supervisor to take personal leave for their attendance at specialist, preventative health or routine medical appointments, providing at least two (2) working days' notice. A request should include the likely duration of the absence, which will generally include attendance at the appointment and travel to and from. Evidence of their attendance at the Registered Health Practitioner may be requested.

5.4.3 It is agreed between the parties that all other appointments, and private activities, be undertaken on the employee's Rostered Day Off (RDO) or non-working days and that where this is not possible, the employee seek permission to change their RDOs, to minimise time off work.

5.4.4 Employees may utilise up to fifteen (15) days (i.e. 114 hours or part-time employee on a pro rata basis) of their accrued personal leave per annum, for caring purposes, as provided for under the IR Act. Notice and evidence requirements will continue to apply.

5.4.5 Leave Debits - Sick Leave

All employees will be debited the ordinary hours they would have otherwise worked on the particular day or days they access personal leave.

5.4.4 If an employee while absent from duty on annual leave granted, pursuant to Clause 5.1 (Annual Leave), or long service leave granted, pursuant to Clause 5.5 (Long Service Leave), is overtaken by illness the employee shall, on application and on production of sufficient evidence to satisfy a reasonable person that such employee is incapacitated by such illness to the extent that the employee would be unfit to perform normal duties for a period of not less than five (5) days, be entitled to have such period of illness which occurs during the employee's annual leave debited to the employee's sick leave entitlement and the employee's annual leave entitlement shall be credited accordingly.

5.4.5 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 Long Service leave must be accessed for a minimum of one (1) week at any one time. 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 – where there is a request for five (5) weeks' long service leave at double pay, the long service leave accrual would reduce 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, as 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' verbal notice is to be given to each employee required to work on a scheduled RDO.

(d) In the event of wet weather occurring prior to the completion of a project, the Council shall not require any employee to take their accrued RDOs 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 No employee will accrue in excess of five (5) RDOs without specific prior written authorisation of the CEO (or his delegate). 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 all other appointments, other than those contemplated in clause 5.4 Personal Leave, and other private activities will be undertaken on the employee's RDO and that where this is not possible, the employee seeks permission to change their RDOs, to minimise time off work.

5.6.6 Sick Leave on an RDO
Employees who become sick on their RDO shall not be entitled to claim sick leave.

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 employees (excluding casuals), will be entitled to two (2) days bereavement leave at full pay (pro-rata for a part-time employee) on:

(a) the death of a member of their immediate family or household; or

(b) where the employee or the employee's spouse is pregnant and the pregnancy ends in other than by the birth of a living child.

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 An employee who has fifty-two (52) weeks continuous service with Council and is eligible for:

(a) long birth related leave, long adoption leave, long surrogacy leave, or long cultural parental leave ('long parental leave'), as the primary carer of the child/ren; or

(b) short birth related leave, short adoption leave, short surrogacy leave, or short cultural parental order leave ('short parental leave'),

in accordance with the IR Act, will be entitled to take up to fifty-two (52) weeks unpaid parental leave and apply for consideration of an extension in accordance with the IR Act.

5.10.2 Where eligible, paid parental leave and paid partner leave may be accessed concurrently and will form part of the unpaid parental leave provisions of the IR Act. The paid leave under this clause is in addition to the Federal Government Paid Parental Leave Scheme, however the Federal Government scheme forms part of the parental leave provisions of the IR Act. To be clear, any period of paid parental or partner leave accessed in accordance with this clause will be taken to reduce the period of unpaid parental leave that an employee is entitled to under the IR Act.

Paid Parental Leave

5.10.3 An employee, other than a casual, eligible for long parental leave will be entitled to a continuous period of paid parental leave of twelve (12) weeks.

5.10.4 Unless otherwise agreed by Council, paid parental leave will be taken at the commencement of parental leave, which can be no later than from the birth (including surrogacy) or adoption placement of the child/ren.

5.10.5 At the request of the employee the paid parental leave can be paid as half payments for a period not exceeding twenty-four (24) weeks.

Paid Partner Leave

5.10.6 An employee, other than a casual, eligible for short parental leave at the time of the birth (including surrogacy) or placement of the child/ren, will be entitled to a continuous period of paid partner leave of two (2) weeks

5.10.7 Unless otherwise agreed by Council, this paid partner leave will be taken at the time of the birth (including surrogacy) or adoption placement of the child/ren.

5.10.8 An employee is not entitled to access both paid parental leave and paid partner leave.

5.10.9 At the request of the employee the two (2) weeks paid partner leave can be made as half payments for a period equalling four (4) weeks.

Conditions of Paid Parental and Partner Leave

5.10.10 The period of paid parental and partner leave is payable once only in connection with each birth or adoption placement of a child/children to an employee or employees of Council. An employee cannot access both paid parental leave and paid partner leave.

5.10.11 Part-time employees are entitled to paid parental and partner leave on a pro-rata basis of the average weekly hours for the proceeding twelve (12) months, prior to accessing the leave.

5.10.12 For the purposes of this clause, if the pregnancy of an employee terminates other than by birth of a living child later than twenty (20) weeks, the employee and the employee's spouse are entitled to the parental leave that they would have been entitled to if the child had been born living.

5.10.13 In the case of stillbirth or infant death, eligible employees will not lose their entitlement to paid parental or partner leave. It will be provided as paid compassionate leave.

5.10.14 Appropriate evidence and notice of the requirement to access Parental Leave or Partner Leave may be requested by Council, in accordance with the evidence requirements for parental leave under the IR Act.

5.10.15 Where an employee continues to work within the six (6) weeks period immediately prior to the expected date of birth, or where the employee elects to return to work within six (6) weeks after the birth of the child, Council may require the employee to provide a Medical Certificate stating that they are fit to work their normal duties.

5.10.16 Access to any subsequent period/s of paid parental leave are conditional upon the completion of at least twelve (12) months of continuous service with Council, following the return from any period of parental leave.

(a) 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).

Superannuation

5.10.17 Council will continue to pay employer superannuation guarantee contributions on the periods of paid parental leave and paid partner leave, provided for at sub-clause 5.10.3 and 5.10.6.

5.11 Domestic Family Violence Leave (DFV Leave)

5.11.1 Employees who are personally experiencing domestic and family violence may access up to ten (10) days paid leave (non-cumulative) per annum in accordance with the provisions of the Industrial Relations Act 2016, for medical appointments, legal proceedings, attending to accommodation matters, childcare and education matters and other activities, which are related to domestic and family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or in units of one (1) hour.

5.11.2 Employees may also access any or all of their accrued Personal Leave, TOIL, RDO, Annual Leave or Long Service Leave for medical appointments, legal proceedings, attending to accommodation matters, addressing childcare and education matters and other activities, related to domestic and family violence.

Notice and Notification

5.11.3 While notice is not strictly required prior to taking the leave, an employee should notify their relevant supervisor / manager or the Director Human Resources and Customer Service as soon as reasonably practicable of their intention to take or remain on DFV leave or other leave for this purpose.

5.11.4 Proof of domestic and family violence may be required and can be a document issued by the Police Service, a Court, a Doctor, a Domestic and Family Violence Support Service or Lawyer, or a Statutory Declaration.

5.11.5 DFV leave shall be recorded confidentially by Council, with pay slips and service records reflecting the DFV leave as ordinary work hours.

5.11.6 Council will not take adverse action or discriminate against an employee who is – or is perceived to be – experiencing DFV or has disclosed an experience of DFV.

5.11.7 Within six (6) months of certification of this Agreement, Council will implement a Domestic and Family Violence Procedure that outlines workplace strategies to protect employees impacted by DFV, support available to employees and Council's commitment to maintaining the confidentiality and privacy of employees experiencing DFV.

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 Transition to Retirement

6.2.1 Council understands the organisational and wellbeing benefits of supporting employees in transitioning to retirement. To achieve this, and where appropriate, Council will work with employees to develop a retirement plan which supports a positive transition for both parties, including knowledge transfer. Subject to operational requirements and need, an employee and Council may enter into an agreement for the employee to work on a phased retirement arrangement.

6.2.2 Phased retirement arrangements will be agreed on an individual basis but may include reduced hours of employment and/or a reduction in duties/responsibilities.

6.2.3 A phased retirement arrangement will involve the employee relinquishing their permanent role and being employed on a phased retirement plan with agreed work hours, role/level, duties/responsibilities, and a specified retirement date. The retirement plan will also cover an agreement between Council and the employee on the management of accrued, but not taken, annual and long service leave entitlements.

6.2.4 Council will provide employees, who enter into a phased retirement agreement, with an agreed retirement date which must be within a period of twelve (12) months. Employees under a phased retirement agreement will be entitled to reimbursement of up to $1,000.00 of incurred fees associated with obtaining financial and/or retirement advice from a recognised financial or superannuation organisation. Reimbursement of fees will be dependent on the employee providing sufficient evidence of the incurred fees.

6.3 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.

6.4 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.

6.5 Council Vehicles, Plant & Machinery

6.5.1 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 (7) day operation.

6.5.2 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.

6.6 Union Attendance at Inductions

6.6.1 Union Organisers party to this Agreement will be invited to attend Corporate Employee Inductions to discuss union membership for a period of up to fifteen (15) minutes (in total), immediately prior to the scheduled lunch break.

PART 7 - DEFINITIONS

Definitions

"Award"	shall mean Division 2 – Section 5 of the *Queensland Local Government Industry (Stream B) Award – State 2017* and / or Division 2 – Section 2 of the *Queensland Local Government Industry (Stream C) Award – State 2017, and/or the Training Wage Award – State 2012.*
"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: (a) the employee's spouse; and (b) a child, ex-nuptial child, stepchild, adopted child, foster child, ex-foster child, parent, grandparent, grandchild or sibling of the employee or employee's spouse.
"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 where overtime is worked and time off is accrued on a time for time basis, in lieu of the payment of such overtime.
"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"

OPERATIONS AND ENGINEERING		2025/2026		2026/2027		2027/2028		2028/2029	
				Commencing on 18 May 2026		Commencing on the first full pay period following 1 July 2027		Commencing on the first full pay period following 1 July 2028	
				5%		3.5%*		3%*	
Operations	Engineering					* 'Cost of Living Adjustment Payment' may be applicable in addition to below up to a maximum of 1.5% where the annual consumer price index*(CPI) exceeds the wage increase percentage as per Clause 3.1.2.		* 'Cost of Living Adjustment Payment' may be applicable in addition to below up to a maximum of 1.5% where the annual consumer price index*(CPI) exceeds the wage increase percentage as per Clause 3.1.2.	
		Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate	Wkly Rate	Annual Rate
	C14& C13	$ 1,140.59	$ 59,310.68	$ 1,197.6200	$ 62,276.24	$ 1,239.5400	$ 64,456.08	$ 1,276.7300	$ 66,389.96
LGE L1	C12	$ 1,191.73	$ 61,969.96	$ 1,251.3200	$ 65,068.64	$ 1,295.1200	$ 67,346.24	$ 1,333.9800	$ 69,366.96
LGE L2 & L3	C11	$ 1,230.66	$ 63,994.32	$ 1,292.2000	$ 67,194.40	$ 1,337.4300	$ 69,546.36	$ 1,377.5600	$ 71,633.12
LGE L4		$ 1,249.33	$ 64,965.16	$ 1,311.8000	$ 68,213.60	$ 1,357.7200	$ 70,601.44	$ 1,398.4600	$ 72,719.92
LGE L5	C10	$ 1,270.02	$ 66,041.04	$ 1,333.5300	$ 69,343.56	$ 1,380.2100	$ 71,770.92	$ 1,421.6200	$ 73,924.24
LGE L6	C9	$ 1,311.01	$ 68,172.52	$ 1,376.5700	$ 71,581.64	$ 1,424.7500	$ 74,087.00	$ 1,467.5000	$ 76,310.00
LGE L7	C8	$ 1,353.87	$ 70,401.24	$ 1,421.5700	$ 73,921.64	$ 1,471.3300	$ 76,509.16	$ 1,515.4700	$ 78,804.44
LGE L8	C7	$ 1,398.35	$ 72,714.20	$ 1,468.2700	$ 76,350.04	$ 1,519.6600	$ 79,022.32	$ 1,565.2500	$ 81,393.00
LGE L9		$ 1,452.66	$ 75,538.32	$ 1,525.3000	$ 79,315.60	$ 1,578.6900	$ 82,091.88	$ 1,626.0600	$ 84,555.12
	C6	$ 1,508.10	$ 78,421.20	$ 1,583.5100	$ 82,342.52	$ 1,638.9400	$ 85,224.88	$ 1,688.1100	$ 87,781.72
	C5	$ 1,809.37	$ 94,087.24	$ 1,899.8400	$ 98,791.68	$ 1,966.3400	$ 102,249.68	$ 2,025.3400	$ 105,317.68
	C4	$ 1,848.31	$ 96,112.12	$ 1,940.7300	$ 100,917.96	$ 2,008.6600	$ 104,450.32	$ 2,068.9200	$ 107,583.84
		$ 1,926.23	$ 100,163.96	$ 2,022.5500	$ 105,172.60	$ 2,093.3400	$ 108,853.68	$ 2,156.1500	$ 112,119.80
	C3	$ 1,965.05	$ 102,182.60	$ 2,063.3100	$ 107,292.12	$ 2,135.5300	$ 111,047.56	$ 2,199.6000	$ 114,379.20
	C2(a)	$ 2,042.97	$ 106,234.44	$ 2,145.1200	$ 111,546.24	$ 2,220.2000	$ 115,450.40	$ 2,286.8100	$ 118,914.12
		$ 2,075.60	$ 107,931.20	$ 2,179.3800	$ 113,327.76	$ 2,255.6600	$ 117,294.32	$ 2,323.3300	$ 120,813.16
	C2(b)	$ 2,107.81	$ 109,606.12	$ 2,213.2100	$ 115,086.92	$ 2,290.6800	$ 119,115.36	$ 2,359.4100	$ 122,689.32

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 requests for a classification 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:

- changes in the level of skills/qualification/technology required for position
- increase in levels of responsibility
- changes in the value of the work performed

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 to the employee's supervisor.

A request for reclassification from an employee may come about as a result of the Performance 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 provide a tracked version of the corresponding adjustments to their position description to Human Resources to be updated. Any changes to the position description should be approved by the relevant supervisor/manager.

STEP 2

The Request for Reclassification of Position 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 signed 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 take no longer than eight (8) weeks from the date of receipt of request. Notification of the reclassification outcome will be given to the employee in writing within this period.

STEP 3

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

DISPUTE RESOLUTION

Should the employee not be satisfied with the reclassification 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 impacted employee, the CEO or his nominee, a union delegate (if the employee is a member of a union party to the Agreement) or employee representative (if requested) who has work experience directly relevant to the position being reviewed.

The panel is to give consideration to the relevant Award provisions and the issues as outlined in the Request for Reclassification of Position form, in reaching a classification decision. The CEO will retain the discretion to approve any re-classification.

In circumstances where the employee remains unsatisfied with the reclassification decision, the matter may be referred to the Queensland Industrial Relations Commission.

APPENDIX "C" Apprentice and Trainee Provisions

1. The Parties to this Agreement recognise the importance of employing Apprentices and Trainees directly to ensure proper skills and development of the trade or discipline.

2. Council will ensure Apprentices and Trainees are provided a copy of their agreed Training Plan on commencement and will be supervised to the extent required to support the Apprentice or Trainee in safely achieving all on and off the job training outcomes.

3. Where Council does not employ adequate qualified tradespeople with the relevant skills or qualification to supervise specific aspects of the Apprenticeship or Traineeship, Council will take all reasonable steps to support the Apprentice or Trainee in successfully completing these aspects of their qualification, which may include identification of a suitable contractor or business placement.

4. Council agrees that Apprentices and Trainees will be entitled to all terms and conditions of this Agreement, and their weekly ordinary wage rate of pay will be calculated in accordance with this Appendix and the salary scales at Appendix A of this Agreement. Where wage rates are not provided for at Appendix A of this Agreement, the *Order - Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003*, will apply.

5. An Apprentice or Trainee aged twenty-one (21) or above (Adult), will not receive a rate of pay that is less than the Queensland Minimum Wage.

6. Except where otherwise provided in this Agreement, the relevant provisions of the relevant Award and the following Industrial Instruments shall apply (as applicable):
   a. *Further Education and Training Act 2014*;
   b. *Training Wage Award 2012 – State 2012*;
   c. *Order - Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003*;
   d. *Order – Supply of Tools to Apprentices 2024*.

7. In accordance with s.372 of the *Industrial Relations Act 2016*, time spent by an Apprentice or Trainee undertaking supervised training, will be taken to be time worked for Council and ordinary working hours, in calculating the Apprentice or Trainees rate of pay and entitlements under this Agreement.

8. Time spent traveling, outside or in excess of ordinary work hours, to attend supervised training, will be paid in accordance with relevant Award and Council's Travel and Accommodation Procedure.

9. Apprentices or Trainees attending supervised training will have all accommodation, travel and reasonable meal expenses paid by Council, in accordance with the Award and Council's Travel and Accommodation Procedure.

10. Where an Apprentice's or Trainee's rostered day off (RDO), or days off, coincide with attendance at supervised training the equivalent RDO hours will be banked.

11. Supervised training will be defined in accordance with the *Industrial Relations Act 2016*.

12. Existing Employees who undertake an Apprenticeship or Traineeship in a similar industry to their substantive position, will continue to be paid the ordinary rate applicable to their former role until the relevant Apprenticeship/Traineeship rate is greater. Such employees shall not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an Apprentice/Trainee.

13. Existing Employees will maintain continuity of employment despite having entered into an Apprenticeship or Traineeship. On completion of the Apprenticeship or Traineeship, Existing Employees shall revert back to employment at least equal in status to the classification held prior to their commencement of training, unless they are successfully appointed to a position relevant to their completed study.

14. To avoid any doubt, an 'Existing Employee' is an employee who was engaged by Council on a permanent basis, prior to commencement of their Apprenticeship or Traineeship.

Table 1: Wage Rates and Progression for Apprentices

Wage Level	Minimum Training Requirements on Entry	% of Relevant Tradesperson's / Operational Rate	
		Apprentice General	New Adult Apprentice
1	On entry into the apprenticeship	55%	75%
2	After 12 months continuous service from commencing the apprenticeship, or completion of 25% of studies (whichever is sooner)	65%	80%
3	After 12 months continuous service from commencing wage level 2, or completion of 50% of studies (whichever is sooner)	75%	85%
4	After 12 months continuous service from commencing wage level 3, or completion of 75% of studies (whichever is sooner)	90%	90%

Table 2: Wage Rates and Progression for Trainees

Wage Level	Trainee Registered for AQF Level 1 or 2 Qualifications	Trainee Registered for AQF Level 3 Qualification	Trainee Registered for AQF Level 4 Qualification	% of Relevant Adult Rate
1	On entry	Prior to the attainment of the minimum training requirements specified for Wage Level 2	Prior to the attainment of the minimum training requirements specified for Wage Level 2	55%
2	After 12 months satisfactory service from commencing the traineeship, if AQF 1 & 2 not completed.	On attainment or completion of: (a) AQF 1 & 2 competencies; or (b) 1/2 of the total competencies for the relevant AQF 3 qualification; or (c) 1/2 of the nominal duration of the traineeship, whichever is the earlier.	On attainment or completion of: (a) AQF 1 & 2 competencies; or (b) 1/3 of the total competencies for the relevant AQF 4 qualification; or (c) 1/3 of the nominal duration of the traineeship, whichever is the earlier.	75%
3			On attainment or completion of: (a) AQF 3 competencies, (b) 2/3 of the total competencies for the relevant AQF 4 qualification; or	100%

			(c) 2/3 of the nominal duration of the traineeship, whichever is the earlier.	

*** The relevant tradesperson / adult rate will be in accordance with the Order - Apprentices and Trainees Wages and Conditions (Excluding Certain Queensland Government Entities) 2003 and this Agreement.*

Signed for and on behalf of **Somerset Regional Council**
Andrew Johnson (signed)
In the presence of Helen Margaret Golinski (signed)
Date: 24/08/2026

Signed for and on behalf of **The Australian Workers' Union of Employees, Queensland**

Mark Raguse (signed)

In the presence of Melinda Chisholm (signed)

Date: 31/08/2026

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

Richard Olsen (signed)

In the presence of Ryan Fletcher (signed)

Date: 07/09/2026

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

Paul Dunbar (signed)

In the presence of Emma Eaves (signed)

Date: 07/09/2026

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

Roham Webb (signed)

In the presence of Melissa Shelford (signed)

Date: 28/08/2026