

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Mackay Regional Council Certified Agreement 2008

Matter No. CA/2009/7

Commissioner Thompson

3 February 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 3 February 2009 the Commission certifies the following written agreement:

Mackay Regional Council Certified Agreement 2008 – CA/2009/7.

Made between:

Mackay Regional Council

AND

Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees;
Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland;
The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland;
Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees;
The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees;
Queensland Services, Industrial Union of Employees;
The Electrical Trades Union of Employees Queensland;
The Australian Workers' Union of Employees, Queensland; and
Plumbers & Gasfitters Employees' Union Queensland, Union of Employees.

The agreement was certified by the Commission on 3 February 2009 and shall operate from 3 February 2009 until its nominal expiry on 30 June 2011.

This agreement cancels the following:

Mackay City Council State Award - Certified Agreement (CA/2004/339)
Mackay City Council Union Collective Agreement 2008 (No. 06856960) (on 7 October 2009)
Sarina Shire Council Enterprise Bargaining Certified Agreement 2005 - State (CA/2005/194)
Sarina Shire Council Enterprise Bargaining Certified Agreement 2005 - Federal (AG2005/6624)
Mirani Shire Council Certified Agreement 2004 (CA/2005/25)
Mirani Shire Council Federal Certified Agreement 2004 (AG2004/9939).

By the Commission.

Commissioner Thompson

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Mackay Regional Council
ABN No. 56 240 712 069

AND

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

AND

The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees ABN No. 99 589 872 974

AND

The Australian Workers' Union of Employees, Queensland
ABN No. 54 942 536 069

AND

The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland
ABN No. 78 117 032 302

AND

The Electrical Trades Union of Employees Queensland
ABN No. 37 211 681 988

AND

Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees
ABN No. 78 117 032 302

AND

Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees
ABN No. 69 844 574 256

AND

Plumbers & Gasfitters Employees' Union Queensland, Union of Employees
ABN No. 51 918 867 235

AND

Queensland Services, Industrial Union of Employees
ABN No. 86 351 665 653

(No. CA7 of 2009)

MACKAY REGIONAL COUNCIL CERTIFIED AGREEMENT 2008**APPLICATION FOR CERTIFICATION OF AGREEMENT**

This Agreement, made under the *Industrial Relations Act 1999* on 22 December 2008 between Mackay Regional Council, ABN 56 240 712 069, and Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland; The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees; The Australian Workers' Union of Employees, Queensland; The Construction, Forestry, Mining & Energy, Industrial Union of Employees, Queensland; The Electrical Trades Union of Employees Queensland; Federated Engine Drivers' and Firemens' Association of Queensland, Union of Employees; Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees; Plumbers & Gasfitters Employees' Union Queensland, Union of Employees; and The Queensland Services, Industrial Union of Employees, witnesses that the parties mutually agree as follows:

TABLE OF CONTENTS**Clause No Subject Matter****PART ONE – GENERAL PROVISIONS**

1. TITLE
2. PARTIES BOUND
3. APPLICATION (COVERAGE)
4. DATE AND PERIOD OF OPERATION
5. CALLING UP THE AWARD AS A SAFETY NET TO THE AGREEMENT
6. NO EXTRA CLAIMS
7. DEFINITIONS
8. PURPOSE AND OBJECTIVES OF THE AGREEMENT
9. PRODUCTIVITY AND EFFICIENCY MEASURES

PART TWO – TERMS OF EMPLOYMENT

10. TYPES OF ENGAGEMENT
11. DISPUTE RESOLUTION PROCESS

PART THREE – HOURS OF WORK

12. SPAN AND SPREAD OF HOURS
13. SHIFT WORK
14. OVERTIME AND TOIL (TIME OFF IN LIEU)
15. MEAL AND REST BREAKS

PART FOUR – FLEXIBLE WORKING ARRANGEMENTS

16. FLEXIBLE WORKING ARRANGEMENTS

PART FIVE – SALARY AND WAGES

17. SALARY AND WAGES
18. PAYMENT OF WAGES
19. SALARY INCREMENTS
20. ALLOWANCES
21. CLASSIFICATION AND RECLASSIFICATION
22. HIGHER DUTIES
23. INCOME PROTECTION INSURANCE
24. OCCUPATIONAL SUPERANNUATION
25. SALARY SACRIFICE

PART SIX – LEAVE

26. ANNUAL LEAVE
27. PUBLIC HOLIDAYS
28. PERSONAL LEAVE
29. BEREAVEMENT LEAVE
30. LONG SERVICE LEAVE
31. SERVICE LEAVE
32. PARENTAL LEAVE
33. LEAVE WITHOUT PAY

PART SEVEN – EMPLOYMENT SECURITY, CONSULTATION, COMMUNICATION AND MANAGEMENT OF WORKPLACE CHANGE

34. LOCAL GOVERNMENT EMPLOYMENT GROUP (LGEG)
35. TRANSMISSION OF BUSINESS
36. EMPLOYMENT SECURITY
37. REDUNDANCY

38. NO FORCED REDUNDANCY

PART EIGHT – OTHER PROVISIONS

- 39. EMPLOYEE ASSISTANCE SCHEME
- 40. WORKPLACE HEALTH AND SAFETY
- 41. WORKPLACE CONSULTATIVE TEAM
- 42. DEFINED CAREER PATH
- 43. TRAINING AND DEVELOPMENT
- 44. POSTING AGREEMENT
- 45. UNION LEAVE AND RECOGNITION

PART NINE – SCHEDULES TO THE AGREEMENT

SCHEDULE A - Salary Scales – Salaried Staff

SCHEDULE B - Wage Scales – Outside Staff

SCHEDULE C - Salary Scales – Mackay Entertainment and Convention Centre Staff

SCHEDULE D - Reclassification Procedure for Salaried Staff

SCHEDULE E - Workplace Consultative Team Charter

SCHEDULE F - Terms of Reference for Mackay Regional Council Local Government Employment Group

SCHEDULE G - Career Path for Plumbers under the Building Trades Public Sector Award – State Who are Not
Otherwise Subject to a Career Path Provided under their Respective State Award

SCHEDULE H – Division and Position Level Descriptors

SCHEDULE I - Special Allowances

PART ONE – GENERAL PROVISIONS

1. TITLE

This Agreement shall be known as the Mackay Regional Council Certified Agreement 2008.

2. PARTIES BOUND

The parties to the Agreement are Mackay Regional Council, its employees and the following Unions:

AMEPKU	Automotive, Metals, Engineering, Printing and Kindred Industries Industrial Union of Employees, Queensland, ABN 59 459 725 116
APESMA	The Association of Professional Engineers, Scientists and Managers, Australia, Queensland Branch, Union of Employees, ABN 99 589 872 974
AWU	The Australian Workers' Union of Employees, Queensland, ABN 54 942 536 069
CFMEU	The Construction, Forestry, Mining and Energy Industrial Union of Employees, ABN 78 117 032 302
ETU	The Electrical Trades Union of Employees Queensland, ABN 37 211 681 988
FEDFA	Federated Engine Driver's and Firemen's Association of Queensland, Union of Employees, ABN 78 117 032 302
LHMU	Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees, ABN 69 844 574 256
PGU	The Plumbers and Gasfitters Employees' Union of Australia, Queensland Branch Union of Employees, ABN 51 918 867 235
QSU	The Queensland Services, Industrial Union of Employees, ABN 86 351 665 653

3. APPLICATION (COVERAGE)

- 3.1 This Agreement shall be read and interpreted wholly in conjunction with the relevant Parent Awards listed in Clause 5.1 of this Agreement, provided that where there is any inconsistency between this Agreement and the relevant Parent Award, this Agreement shall take precedence to the extent of the inconsistency. Where this Agreement is silent on any matter, the relevant Parent Award conditions shall apply.
- 3.2 This Certified Agreement shall apply to and be binding on the Unions who are parties to this Agreement, Mackay Regional Council and all of its employees excluding the Chief Executive Officer, the contracted Directors, the contracted Executive Managers and the contracted Program Managers.

4. DATE AND PERIOD OF OPERATION

- 4.1 This Agreement shall operate from the date of certification of this Agreement by the Queensland Industrial Relations Commission.

4.2 This Agreement shall expire on 30 June 2011.

4.3 The parties undertake to commence discussion on a replacement certified agreement no less than six (6) months prior to the nominal expiry of this Agreement.

5. CALLING UP THE AWARD AS A SAFETY NET TO THE AGREEMENT

5.1 This Agreement shall be read and applied wholly in conjunction with the terms of the following:

- Building Trades (Public Sector) Award – State 2002
- Biostil Plant – Sarina Distillery Enterprise Award – State 2005
- Engineering Award – State 2002
- Local Government (Workforce Transition Code of Practice) August 2007
- Sugar Industry Award 2005
- Theatrical Employees Award – State 2003
- Queensland Local Government Employees (excluding Brisbane City Council) Award 2003 – State
- Queensland Local Government Officers' Award 1998 State

5.2 Where there is any inconsistency between this Agreement and the applicable Awards, this Agreement shall prevail to the extent of the inconsistency.

5.3 Where this Agreement is silent, the terms of the Parent Awards shall apply.

6. NO EXTRA CLAIMS

6.1 The parties to this Agreement agree not to pursue any further claims during the duration of this Agreement.

6.2 The parties agree that any variation that may occur to an Award entitlement during the life of this Agreement, that provides a more generous entitlement than those prescribed by this Agreement, will apply.

6.3 The rates of pay specified in this Agreement and the documented escalation for pay rates shall apply for the duration of this Agreement

7. DEFINITIONS

7.1 'Act' means the *Queensland Industrial Relations Act 1999*.

7.2 'Award' means all relevant parent awards listed in Clause 5.1 of this Agreement.

7.3 'Commission' means the Queensland Industrial Relations commission constituted pursuant to the *Act*.

7.4 'Commissioner' means a Commissioner of the Commission.

7.5 'Council' means Mackay Regional Council.

7.6 'Employee' means an employee of Council.

7.7 'Employer' means the Council.

7.8 'Hourly rate' or an 'employee's hourly rate' means the Agreement rate of pay prescribed by this Agreement for the work performed divided by the number of hours which constitute the employee's ordinary working week.

7.9 'LGEG' shall mean Local Government Employment Group.

7.10 'MECC' shall mean the Mackay Entertainment and Convention Centre

7.11 'Nominated representative' shall mean in relation to an employee, a person selected by the employee to assist or represent the employee. The person may be either another employee of Council (but not if such a person is a currently practicing solicitor or barrister) or, at the request of the employee, an officer or employee of the relevant Union, or any person chosen by the employee who does not present a conflict of interest.

7.12 'Outdoor staff' shall mean employees covered by any of the following Parent Awards as detailed below:

7.12.1 Building Trades (Public Sector) Award – State 2002

7.12.2 Biostil Plant – Sarina Distillery Enterprise Award – State 2005

7.12.3 Engineering Award – State 2002

7.12.4 Sugar Industry Award – 2005

7.12.5 Theatrical Employees Award – State 2003

7.12.6 Local Government Employees (Excluding Brisbane City Council) Award State

7.13 ‘RDO’ shall mean Rostered Day Off

7.14 ‘Salaried Officers’ shall mean employees covered by any of the following Parent Awards as detailed below:

7.14.1 Queensland Local Government Employees (excluding Brisbane City Council) Award 2003 – State

7.15 ‘Scheme’ means the Superannuation Scheme.

7.16 ‘Superannuation Scheme’ means the LG Super Scheme.

7.17 ‘TOIL’ shall mean Time Off in Lieu

7.18 ‘Union’ means and refers to the Unions as outlined in Clause 2 of this Agreement.

8. PURPOSE AND OBJECTIVES OF THE AGREEMENT

8.1 Background to the Agreement:

8.1.1 The aim of this Agreement is:

- a. To improve productivity and efficiency within the Council
- b. To facilitate greater flexibility of working arrangements within the framework of this Agreement.
- c. To ensure continued Local Government Reform as a result from amalgamating Mackay City Council, Sarina Shire Council and Mirani Shire Council, using a consultative approach.
- d. To provide certainty, stability and equity in relation to overall pay increases and conditions for the period of operation of the Agreement. To provide the time, resources, processes and people for the above to occur.

8.2 Objectives of the Agreement:

- 8.2.1 Increase both accountability and responsiveness to the community and deliver significant benefits to the customers of Council.
- 8.2.2 Participation by Council, Management, Employees and their Unions where appropriate, and customers in the continuous improvement process, particularly in the development of more efficient work practices and quality improvement.
- 8.2.3 Use of Council’s best endeavours to maintain employment security for all current employees.
- 8.2.4 Achieve ‘best practice’ in all areas of Council and equal opportunity, occupational health and safety and environmental performance.
- 8.2.5 Develop a team approach and a more cooperative working environment.
- 8.2.6 Prevent discriminatory practices and procedures.
- 8.2.7 No employee shall be disadvantaged in respect of the following as a result of the implementation of this Certified Agreement.
 - a. Employment security
 - b. Wage / salary and conditions of employment
 - c. Career structure
 - d. Occupational health and safety

9. PRODUCTIVITY AND EFFICIENCY MEASURES

9.1 Productivity Measurement

9.1.1 The Parties agree that quantitative measurement of productivity is difficult in the service sector, and in Local Government in particular.

9.1.2 The Parties recognise that improved service to the public and internal clients constitutes a productivity increase within Council.

9.1.3 Where possible, the parties will aim to improve the quality, efficiency and accessibility of client service.

9.2 Productivity and Efficiency Improvements

9.2.1 All parties agree and commit to achieving improvement in productivity and efficiency.

PART TWO – TERMS OF EMPLOYMENT

10. TYPES OF ENGAGEMENT

Types of Engagement for Salaried Staff

10.1 Employees under this Agreement will be employed in one (1) of the following categories:

- Full time employment
- Part time employment
- Casual employment
- Maximum term employment

10.2 Upon engagement, the employer shall provide to an employee details of their employment in writing stipulating the terms of their engagement and in particular whether they are to be full time, part time, casual or maximum term and:

- The basis of their employment
- The duties required (Position Description)
- Any specific periods of work
- The rate of pay

10.3 Full Time Employment

10.3.1 Full time employment means employment which requires the employee to work 36¼ hours per week or such ordinary hours as determined in accordance with Clause 12.2 of this Agreement. Full time employment does not include part time or casual or maximum term employment as defined by this Agreement.

10.4 Part Time Employment

10.4.1 Part time employment means employment for less than the normal weekly ordinary hours specified for a full time employee for which all Agreement entitlements are paid on a pro-rata basis.

10.4.2 At the time of engagement, the employer and the part-time employee will agree in writing on a pattern of work relevant to the position.

10.4.3 A part-time employee employed under the provisions of this Clause must be paid at an ordinary hourly rate calculated by dividing the annual agreement salary for the classification in which the employee is employed by 52.1428 and dividing the result by 36 ¼ .

10.4.4 Part time employees will be paid at ordinary time when they agree to work additional hours up to the ordinary hours of a full time employee. Overtime will apply after exceeding 7 ¼ hours per day or 36 ¼ ordinary hours per week in the same way that it applies to a full time employee.

10.4.5 A part-time employee may refuse and the employer must not attempt to force a part-time employee to work any hours over and above their normal part-time hours in circumstances that would be unreasonable having regard to:

- a. any risk to the employee's health and safety
- b. the employee's personal circumstances including any family responsibilities
- c. the needs for the workplace and enterprise

- d. the notice (if any) given by the employer of the additional hours and by the employee of his or her intention to refuse it
- e. any other relevant matter

10.5 Casual Employment

10.5.1 Casual employee shall mean an employee engaged and paid as such by Council, who is employed on an hourly basis and whose employment is subject to termination with at least one (1) days notice that his or her services are no longer required.

10.5.2 For casual employment, Saturdays and Sundays are to be regarded as ordinary time days. Casual employees are able to work any five (5) out of seven (7) days at ordinary rates between the hours of 6:00 am and 9:30 pm.

The ordinary hours of duties for casual employees shall be a maximum of 36 ¼ per week or 7 ¼ per day.

10.5.3 Minimum Period of Engagement – Casual Employee

Casual employees, including full-time students engaged as casuals in the Libraries, shall be engaged for a minimum period of two (2) hours on each engagement or be paid for a minimum of two (2) hours at the appropriate casual rate.

10.5.4 Rates of Pay – Casual Employee

The ordinary hourly rate of pay of casual employees shall be ascertained by dividing the annual salary for the classification in which the employee is employed by 52.1428 and dividing the resultant answer by 36 ¼ and adding the following loadings:

- a. For all casual employees who commenced with Council prior to the lodgement of this Agreement and who for a period of at least twelve (12) months regularly worked in excess of ten (10) hours per week:

For all Ordinary Time Worked Between	Loading on Hourly Rate
Monday – Friday 6:00 am to 6:00 pm	25%
Monday – Friday 6:00 pm to 9:30 pm and Saturday 6:00 am to 12 noon	31%
All other times	75%

- b. For all other casual employees:

For all Ordinary Time Worked Between	Loading on Hourly Rate
Monday – Friday 6:00 am to 6:00 pm	25%
All other times	31%

10.5.5 Overtime – Casual Employee

All time worked by a casual employee outside or in excess of the ordinary hours of duty prescribed by Clause 10.5.2 shall be deemed overtime and be paid for at the appropriate hourly rate plus 50% on Monday to Friday, and plus 100% on Saturday and Sunday.

10.5.6 Casual Conversion

Casual employees who have been employed for consistent hours for a period in excess of twelve (12) months will be provided with the opportunity apply for appointment on a permanent part time basis.

In considering these applications, Council will not unreasonably refuse; providing:

- a. Management believes a continuing need exists; and
- b. The agreed scheduled hours are at ordinary time.

10.5.7 Other Conditions – Casual Employee

The provisions of the following Clauses shall not apply to Casual employees: 12, 13, 14, 26, 27, 28, 37 and 38. All other provisions of the Agreement shall apply except to the extent they are superseded or modified by the provisions of this Clause.

10.5.8 Caring Responsibilities

- a. Subject to the satisfactory evidentiary and notice requirements in 10.5.1, casual employees are entitled to not be available to attend work or to leave work:
 - i. if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency or the birth of a child; or
 - ii. upon the death in Australia of an immediate family or household member
- b. The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of an agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two (2) days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- c. An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this Clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

10.6 Maximum Term Employee

- 10.6.1 Maximum term employment means employment for a specified period of time for a specified task and which (subject to “notice of termination” requirements) may be terminated at any time by the employer or by the employee.
- 10.6.2 A maximum term contract can be terminated in accordance with Clause 10.6.3 of this Agreement by the employer, only in the following circumstances:
 - a. By written agreement with the employee
 - b. In the event of an employee’s “incapacity” which prevents the employee from performing his or her duties under the Agreement
 - c. Without notice in the event of misconduct
 - d. By providing the employee with six (6) months pay in lieu of notice or the pay due to the employee for the balance of the contract, whichever is the lesser amount
 - e. The employer and the employee may agree in writing that the six (6) months (or the balance of the contract), in whole or part, will be worked by the employee.
- 10.6.3 An employee employed on a maximum term contract in accordance with this Clause may terminate a contract by the giving of four (4) weeks’ notice or the forfeiture of salaries for any shortfall in the four (4) weeks period of notice.
- 10.6.4 This Agreement shall apply to an employee employed on a maximum term contract, except to the extent that the Agreement expressly provides that it does not apply. The provisions of Clause 37 – Redundancy will apply to an employee employed on a maximum term contract except where the contract runs its full term.

Types of Engagement for Outdoor Staff

10.7 Employees under this Agreement will be employed in one of the following categories:

- Full time employment
- Part time employment
- Casual employment
- Fixed term employment

10.8 Upon engagement, the employer shall provide to an employee details of their employment in writing stipulating the terms of their engagement and in particular whether they are to be full time, part time, casual or fixed term and:

- The basis of their employment

- The duties required (Position Description)
- Any specific periods of work
- The rate of pay

10.9 Full Time Employment

Full time employment means employment which requires the employee to work 38 hours per week or such ordinary hours as determined in accordance with sub-clause 12.12 and 12.13. Full time employment does not include part time, casual or fixed term employment as defined by this Agreement.

10.10 Part Time Employment

10.10.1 Part time employment means employment for less than the normal weekly ordinary hours specified for a full time employee for which all Agreement entitlements are paid on a pro-rata basis.

10.10.2 At the time of engagement the employer and the part-time employee will agree in writing on a pattern of work relevant to the position and the number of ordinary hours worked per day. These hours can be modified at any time mutually agreed between the Council and the relevant part-time employee.

10.10.3 A part-time employee employed under the provisions of this Clause must be paid at an ordinary hourly rate calculated by dividing the annual Agreement salary for the classification in which the employee is employed by 52.1428 and dividing the result by 38.

10.10.4 Part time employees will be paid at ordinary time when they agree to work additional hours up to the ordinary hours of a full time employee. Overtime will apply after exceeding 7 hours and 36 minutes per day or 38 ordinary hours per week in the same way that it applies to a full time employee.

10.10.5 A part time employee may refuse and the employer must not attempt to force a part time employee to work any hours over and above their normal part-time hours in circumstances that would be unreasonable having regard to:

- a. any risk to the employee’s health and safety
- b. the employee’s personal circumstances including any family responsibilities
- c. the needs for the workplace or enterprise
- d. the notice (if any) given by the employer of the additional hours and by the employee of his or her intention to refuse it
- e. any other relevant matter

10.11 Casual Employment

10.11.1 Casual employee shall mean an employee engaged and paid as such by Council. It must be stipulated at the commencement of engagement that the employee is engaged on a casual basis.

10.11.2 The Council shall give a casual employee at least one (1) days’ notice prior to the service of a casual being required or not being required.

10.11.3 The ordinary hours of duties for casual employees shall be a maximum of 38 per week or 7 hours 36 minutes in any one day.

10.11.4 Rates of Pay – Casual Employee

The ordinary hourly rate of pay of casual employees shall be ascertained by dividing the annual salary for the classification in which the employee is employed by 52.1428 and dividing the resultant answer by 38 and adding the following loadings:

For all casual employees

For all Ordinary Time Worked Between	Loading on Hourly Rate
---	-------------------------------

Monday – Friday 6:00 am to 6:00 pm	25%
------------------------------------	-----

10.11.5 Overtime – Casual Employee

All time worked by a casual employee outside or in excess of the ordinary hours of duty prescribed by Clause 10.11.3 shall be deemed overtime and be paid for at the appropriate hourly rate plus 50% on Monday to Friday for the first three (3) hours and 100% thereafter, and plus 100% on Saturday and Sunday.

10.11.6 At the time of engagement, the Council and the casual employee may agree in writing on a pattern of work and the number of ordinary hours worked per day relevant to the casual employee’s position. This can be modified at any time by mutual agreement between the Council and the relevant casual employee.

10.11.7 Casual Conversion

Casual employees who have been employed in the same position for consistent hours and for a period in excess of twelve (12) months will be provided with the opportunity to apply for appointment on a permanent part time basis.

In considering these applications, Council will not unreasonably refuse; providing:

- a. Management believes a continuing need exists; and
- b. The agreed scheduled hours are at ordinary time.

10.11.8 Fixed Term Employment

A maximum-term employee shall attract normal award entitlements throughout their term on a pro-rata basis. Term employees shall be engaged for a maximum of three (3) months, provided that the period may be extended by mutual agreement of the parties.

Casual Staff in the Mackay Entertainment and Convention Centre

The following Clauses shall apply to Casual staff employed at the Mackay Entertainment and Convention Centre.

10.12 Casual Employment

10.12.1 The following loadings shall be paid:

For all Ordinary Time Worked Between	Loading on Hourly Rate
Monday – Friday 6:00 am to 12 midnight	25%
Monday – Friday 12 midnight – 6:00 am	31%

10.12.2 Saturdays and Sundays are to be regarded as ordinary times.

10.12.3 Casual employees are able to work five (5) out of seven (7) days at ordinary rates between the hours of 6:00 am and 9:30 pm.

10.12.4 The ordinary hours of duties for casual employees shall be a maximum of 38 per week or 7 hours and 36 minutes per day.

11. DISPUTE RESOLUTION PROCESS

Effective communication between employees and Council Management is a prerequisite to good industrial relations and the following procedure is set down in order that any grievances may be resolved quickly to maintain efficient and sound working relationships.

In the event of any grievance arising and/or disagreement between Council and its employee or employees in relation to this Agreement or any work related matter the following procedures shall be applied:

Step One

Any employee or employees with a grievance or complaint regarding any aspect of the employment will promptly raise the matter/s with their immediate Supervisor who will endeavour to resolve the matter within twenty-four (24) hours, wherever possible. The employee may request representation from their Union or nominated representative.

Step Two

If the matter is not resolved at Step One, the employee/s shall discuss the matter/s at issue with the next higher level of Management. The employee/s may elect to be represented by an elected workplace delegate and/or an authorised officer of the relevant Unions or the employees' nominated representative. This should occur within forty-eight (48) hours, wherever possible.

Step Three

Should the grievance remain unresolved, the matter should then be referred to the Chief Executive Officer or his/her delegated person of authority, and the employee may elect to be represented by an elected workplace delegate and/or authorised officer of the relevant Unions or the employees' nominated representative who will attempt to facilitate a resolution. This shall occur within seven (7) days wherever possible.

If after the above steps the matter remains unresolved, the dispute shall be referred to the Queensland Industrial Relations Commission for conciliation and if the matter remains unresolved, arbitration. The decision by the Queensland Industrial Relations Commission will be binding on all parties to the dispute.

Whilst the grievance and disputes procedure is being followed, the "status quo" continuation of work and customary work practices shall prevail and every endeavour shall be applied to ensure that normal work practices continue, until such time as a settlement is reached, except where a bona fide Workplace Health and Safety issue is involved.

Where a bona fide Workplace Health and Safety issue is involved, an employee shall not work in an unsafe environment. Where appropriate, the employee shall accept reassignment to alternative suitable duties or an alternative work environment whilst a resolution to the dispute is pending.

All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Queensland Industrial Relations Commission with a view to prompt settlement of the matter.

PART THREE – HOURS OF WORK

12. SPAN AND SPREAD OF HOURS

Hours of Work for Salaried Staff

- 12.1 The ordinary hours of work for all salaried officers shall be in accordance with the hours clauses contained within the Local Government Officers Award 1998 State.
- 12.2 The ordinary hours of work shall be 36 ¼ per week or 7 ¼ per day to be worked Monday to Friday inclusive, between the hours of 6:00 am and 6:00 pm except where the employer notifies an employee that the employee is to work his or her ordinary hours of duty in accordance with 12.3, 12.6 and 13 below.
- 12.3 The employer and employee, who may be represented by a nominated representative, may agree that the ordinary hours of duty may be worked on any five (5) out of seven (7) days per week including Saturday and Sundays or the ordinary hours may be altered as to the spread of hours.
 - 12.3.1 Any alteration to the ordinary span of hours, start / finish times or spread of days on which the employee works must be by agreement in writing, with no compulsion by either party to agree.
 - 12.3.2 Where an employee agrees to alter the spread of days for the ordinary hours of work (e.g. any five days in seven), Council shall pay a weekend penalty rate of time and one half for all ordinary hours worked on a Saturday, and a penalty rate of double the ordinary hourly rate for all hours worked on Sunday.
 - 12.3.3 Where the employee seeks to alter the spread of days to include weekends to suit their personal circumstances, the agreement in writing shall indicate the change was at the employee's request and Council shall not be liable for the weekend penalty rates.
 - 12.3.4 Where Council seeks to alter the ordinary span of hours, start/finish times or spread of days for a new or vacant position, they must refer the matter to the relevant Union or nominated representative for

consultation in accordance with Clause 36 – Workplace Change Notification provisions of this Agreement, prior to advertising the position.

- 12.4 Where a work group requests or is requested to extend their ordinary hours outside of the range allowed in Clause 12.2, all individuals (who may be represented by a nominated representative) within the work group will be bound to do so by the consent of the majority of the individuals within that work group.
- 12.5 Ordinary daily hours shall be worked consecutively with a meal break of not less than half an hour or more than one (1) hour and the break must commence no later than five (5) hours after starting each day.
- 12.6 The ordinary hours of duty of employees having other workers under their immediate supervision shall, if so determined by the employer, be the same as the ordinary hours of the workers supervised, subject to the conditions prescribed by 12.6.1, 12.6.2 and 12.7 hereunder, provided that this Clause shall not apply to employees holding professional qualifications and for the purpose of this Clause Engineering Surveyors shall be deemed to be included in that category.
- 12.6.1 Where Supervisors/Foremen are required by the employer to work a 38 hour week to supervise staff working a 38 hour week, Supervisors/Foremen will be remunerated for 38 ordinary hours per week paid at ordinary time.
- 12.6.2 The ordinary time paid rate (hourly) for Supervisors/Foremen required to work 38 hours per week in accordance with Clause 12.6 will be calculated by the applicable rate in Schedule I divided by $(52.1428 \times 36 \frac{1}{4})$.
- 12.7 Such employees shall, whilst supervising outdoor staff covered by this Agreement, who are in receipt of allowances or special rates, as listed hereunder, be paid such allowances in the same terms and for the same periods as those applicable to the workers. This will apply when such employees are actually subject to the disabilities which attract those allowances or special rates.
- 12.7.1 The construction, re-construction, alteration, repair and/or maintenance allowance as listed in Schedule I of this Agreement.
- 12.7.2 Any special site rate prescribed by way of compensation for disabilities associated with work on a particular construction site or project, as listed in Schedule I of this Agreement.
- 12.7.3 Any other work disability rate or allowance to compensate for disabilities associated with work carried out under special or extraordinary circumstances or conditions, as listed in Schedule I of this Agreement.
- 12.7.4 Where an employee is entitled to an allowance under any other provision of this Agreement and is also entitled to a special site rate or disability allowance under this Clause in respect of the same disability, such employee shall not be entitled to receive both allowances but shall receive the higher allowance of the two.
- 12.7.5 12.7 and 12.7.1 to 12.7.4 of this Clause shall not be interpreted so as to include extra payments or allowances such as bonuses or prosperity payments, industry payments or increments for service, tool allowances or allowances available to special classes of employees in consideration of circumstances unrelated to general industry conditions.
- Further, the term “workers” shall include all employees whose classifications are contained within this Agreement.
- 12.7.6 Where, as a result of second tier Agreement, pursuant to the March 1987 Wage Fixing Principles, employees covered by any other Workplace Agreement work a roster of ten (10) or more continuous days of work as a result of the said employees being in camp, the ordinary hours of Overseers, Assistant Overseers, Quarry Managers, Foremen and Works Inspectors who have the said workers under their immediate supervision shall be ten (10) continuous days on duty followed by four (4) continuous days off.
- 12.8 Employees Required to Work Unusual Working Hours Not Classed as Shift Work

This Clause shall apply to employees appointed as employees employed in Civic Centres and employees who attend to the community development and welfare needs to the community.

- 12.8.1 Such employees who are required to work unusual hours shall be paid a 15% loading of ordinary salary to compensate the employee for working irregular hours. The ordinary working hours of these employees shall not exceed 7 ¼ hours on any one (1) day or 36 ¼ hours in any one (1) week.
- 12.8.2 Such ordinary working hours shall be worked on any five (5) days, Monday to Saturdays (both days inclusive), according to a roster which shall provide for two (2) consecutive days off each week. The roster shall be prepared and displayed to the employees concerned at least two (2) weeks in advance and shall not be varied, except by mutual arrangement between the employee and the employer.
- 12.8.3 The ordinary daily hours shall be worked continuously except for meal breaks of not less than half an hour or more than one hour's duration, which shall not be counted as working time, to be taken at times mutually arranged.

Provided that no employee shall be required to work continuously for more than five (5) hours without a meal break and if such meal break is not given, double time shall be paid for all time worked after the fifth hour until a meal break of half an hour is given or the employee ceases work, whichever is the earlier.

- 12.8.4 Within the above mentioned limits, the employer shall have the right of fixing starting times, ceasing times and meal times and such times shall not be altered without giving at least five (5) days notice. Such notice is to be exhibited so as to be readily available to the employee affected.

12.9 Rest Break

The parties agree that the employees covered by this Agreement are entitled to take a rest pause in accordance with the relevant Parent Award outlined in Clause 5.1 of this Agreement. That rest pause may be taken either in the morning or afternoon by Agreement reached with each employee's Supervisor.

12.10 Part Time Employee – Crib Breaks

Part Time employees required to continue working for more than five (5) consecutive hours shall be allowed a crib break of thirty (30) minutes which shall not be counted as time worked. If such crib break is not given prior to the commencement of the fifth hour of work, double time shall be paid for all work performed from the commencement of the fifth hour until the time a crib break of thirty minutes is given.

12.11 Casual Employee – Crib Breaks

Casual employees required to continue working for more than five (5) consecutive hours shall be allowed a crib break of thirty (30) minutes which shall not be counted as time worked. If such crib break is not given prior to the commencement of the fifth hour of work, double rates shall be paid for all work performed until a break of thirty minutes is given or until cessation of work, whichever is earlier.

Hours of Work for Outdoor Staff

12.12 For outdoor staff, the standard hours of work shall be from 6:00 am to 6:00 pm Monday to Friday.

12.13 If Council intends to adjust starting and/or finishing times prior to 6:00 am and/or after 6:00 pm, they are to consult with affected staff and gain consent with the majority of affected staff prior to commencement of the change.

12.14 Where a work group requests or is requested to extend their ordinary hours outside of the range allowed in the relevant parent award, all individuals (who may be represented by a nominated representative) within the work group will be bound to do so by the consent of the majority of the individuals within that work group.

12.15 Call-out Roster

A call-out roster will be maintained for Plant Operators.

12.16 Night Work

- 12.16.1 In the circumstances set out below, employees, upon seven (7) days notice, may be required to work all or part of their ordinary hours between 7:00 pm and 5:00 am Monday to Friday to facilitate works

in the public areas where major disruption would otherwise occur. These may include, but are not limited to:

- Line marking
 - Road and bridge maintenance and construction
 - Traffic system maintenance
 - Concrete pours in extreme climatic conditions
 - Public road safety works
 - Water and sewerage maintenance and construction
 - Restriction of public access to business premises
- 12.16.2 Provided that in relation to a response to an emergency or disaster, where urgent repair work is necessary for at least two (2) consecutive nights, the seven (7) days notification may be waived, with immediate advice provided to relevant Union/s.
- 12.16.3 Any extension to the above circumstances will be by agreement of the majority of employees affected and the relevant Union/s.
- 12.16.4 All such ordinary time hours worked between 7:00 pm and 5:00 am shall incur a penalty of 50% for all hours so worked.
- 12.16.5 These arrangements will apply to:
- Periods from one (1) week and up to four (4) weeks
 - Period beyond four (4) weeks only within the agreement of the majority of employees affected and the relevant Union/s
- 12.16.6 The hours of duty shall be inclusive of a thirty minute paid meal break.
- 12.16.7 Overtime worked following night work, between 7:00 pm and 5:00 am will be paid at double time for the first three (3) hours and double time and a half thereafter. Provided that only in exception circumstances may the employer require an employee to work overtime beyond the agreed ordinary hours in any one (1) night.
- 12.16.8 Where, in an emergency, urgent repair work is done at night for less than one (1) week, it will be regarded as ordinary daily hours and incur a penalty based on the overtime penalty.
- 12.16.9 In the circumstances set out below, employees may be required to work their ordinary hours on any five (5) consecutive days out of seven (7), Monday to Sunday inclusive:

Application:

a. For works where undertaking work in Saturday and/or Sunday can provide:

- Improved productivity through better access to roads when traffic volumes are lower
- Significant reductions in traffic disruption/delay
- Reduced disruption of access to business or education premises
- Reduced exposure to safety hazards for workers and/or
- Less night time noise in urban residential areas (where work might otherwise be done at night)

b. In workshops where employees are required to maintain or repair plant and equipment on days when construction or maintenance crews are not working to minimise down-time on site; or workshops, laboratories or offices, where necessary, to support construction and maintenance needs in circumstances set out in (a) above.

Specifically, this provision applies primarily for “on-road” works, which disrupt normal traffic flow and access to adjacent business premises (e.g. pavement works), rather than “off-road” activities that do not interfere with traffic movements (e.g. signage and roadside drainage works). It is intended to apply on road where large traffic volumes on weekdays (Monday to Friday) restrict the extent of land closures possible and where lower traffic volumes on weekends would allow safer, more productive and/or less disruptive road works to be undertaken.

These arrangements can only apply after full consultation with employees and is intended to apply only to infrequent and short-term works.

- c. Provided that this provision to work any five (5) consecutive days out of seven (7) days, Monday to Sunday inclusive, may be extended to other circumstances for more frequent application, subject to agreement of the majority of employees affected and relevant Union/s.

Hours of Work for Mackay Entertainment and Convention Centre Staff

12.17 In relation to staff working at the Mackay Entertainment and Convention Centre, the ordinary hours of work for all employees will be as follows:

- 12.17.1 The ordinary hours of work will be 38 hours per week and may be worked in any reasonable configuration.
- 12.17.2 Saturdays and Sundays are to be regarded as ordinary time days. Employees are able to work any five (5) out of seven (7) days at ordinary time.
- 12.17.3 The ordinary hours in any one (1) day will not exceed 7 hours and 36 minutes. Additional time worked will be accounted for under the provisions described in Clauses 14.17 and 14.18 of this Agreement.

12.18 Standdown Provisions

The nature of the work at the Mackay Entertainment and Convention Centre determines that due to circumstances beyond the employer's control, there may not be sufficient work at times for employees. In such circumstances, any employee who cannot be gainfully employed shall be required to take any accumulated leave, failing which they shall be stooddown, without pay. This provision is to be read in conjunction with Section 98 of the *Industrial Relations Act 1999* (Queensland).

13. SHIFT WORK

Shift Work provisions for employees shall be in accordance with the full provisions of Shift Work clauses contained with the relevant Parent Award outlined in Clause 5.1 of this Agreement.

Employees are entitled to a ten (10) hour break before the start of any normal shift.

14. OVERTIME AND TOIL (TIME OFF IN LIEU)

Overtime and TOIL for Salaried Staff

14.1 Subject to Clause 14.2, an employer may require an employee to work reasonable overtime at overtime rates.

- 14.1.1 mutual agreement on the working of extra time is to be reached before the time is worked, except in urgent or emergency situations.

14.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- 14.2.1 any risk to the employee's health and safety
- 14.2.2 the employee's personal circumstances including any family responsibilities
- 14.2.3 the needs of the workplace or enterprise
- 14.2.4 the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it
- 14.2.5 any other relevant matter.

14.3 Except as otherwise provided in this Clause, overtime worked either outside the spread of ordinary hours on any day or in excess of the ordinary weekly hours shall be paid for at the rate of time and a half.

- 14.4 The following provisions will apply to an employee in receipt of salary equal to or in excess of the first increment Level 6 as detailed in Schedule A of this Agreement (regardless of the employee's leave package):
- 14.4.1 Subject to the provisions set out in the sub clauses below, upon claiming for overtime the employee shall either:
- a. be given time off equivalent to time worked either outside the spread of ordinary hours of any day or in excess of the weekly hours or
 - b. be given payment of overtime at the appropriate overtime rate.
- Prior agreement on either of these options must be reached by the employer and the employee before undertaking any overtime.
- 14.4.2 Time off in lieu is to be taken within six (6) months from when the extra time has been worked and accumulated, otherwise payment will be made at the rate of time and one half for those hours that exceed the six (6) month accumulation period.
- 14.4.3 Employees and Supervisors are to apply all reasonable efforts to enable the time accumulated to be taken off within the six (6) month accumulation period.
- 14.5 By mutual agreement between employees in receipt of salaries prescribed by Levels 4 and 5 of the Salaries detailed in Schedule A and the employer, the employee may, upon request for overtime, be given time off in lieu (TOIL) in lieu of overtime payments in the same terms prescribed by Clause 14.4.1 to Clause 14.4.3.
- 14.6 Provided further that by agreement between the employer and the employee, and at the employee's request, employees in receipt of salaries less than that prescribed by Level 4 of the Salaries detailed in Schedule A may, upon claiming for overtime, be given time off in lieu of overtime payments in the same terms prescribed by Clause 14.4.1 to Clause 14.4.3.
- 14.7 All overtime worked on Saturdays and Sundays shall be paid at the rate of double time with a minimum payment for three (3) hours.
- 14.8 All work done during the recognised meal period shall be paid for at the rate of double time, with such payment to continue until a meal period has commenced. Such meal period shall be of the same duration as the meal period the employee would have enjoyed had the employee not been required to continue working.
- 14.9 An employee recalled to work overtime, whether notified before or after leaving the usual place of employment and who returns to home on the completion of such overtime worked, shall be paid for a minimum of three (3) hours work at this overtime rate for each time the employee is so recalled, provided that the employee shall not be required to work for such three (3) hours if the work the employee is required to perform is completed within a shorter period.
- 14.10 An employee who works so much overtime between the termination of the employee's ordinary work on the one day and the commencement of the employee's ordinary work the next day, that the employee has not had at least ten (10) consecutive hours off duty between those times shall, subject to this Clause, be released after the completion of such overtime until the employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If such employee is instructed to resume or to continue work without have had such ten (10) consecutive hours off duty, the employee shall be paid at double ordinary rates until the employee is released from duty for such period and such employee shall be entitled to be absent until such employee has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during that absence.
- 14.11 Clauses 14.3, 14.4, 14.5 and 14.6 shall not apply to employees performing shift work as defined in Clause 13 – Shift Work of this Agreement, who shall be paid overtime as specified in that Clause.

Overtime and TOIL for Outdoor Staff

- 14.12 Subject to Clause 14.13, an employer may require an employee to work reasonable overtime and overtime rates.
- 14.12.1 Mutual agreement on the working of extra time is to be reached before the time is worked, except in urgent or emergency situations.

- 14.13 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- 14.13.1 any risk to the employee's health and safety
 - 14.13.2 the employee's personal circumstances including any family responsibilities
 - 14.13.3 the needs of the workplace or enterprise
 - 14.13.4 the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it
 - 14.13.5 any other relevant matter
- 14.14 The following provisions will apply to an employee in receipt of salary equal to or in excess of the first increment Level 6 as detailed in Schedule B of this Agreement (regardless of the employee's leave package):
- 14.14.1 Time off in lieu is to be taken within six (6) months from when the extra time has been worked and accumulated, otherwise payment will be made at the rate of time and one half of those hours that exceed the six (6) month accumulation period.
 - 14.14.2 Employees and Supervisors are to apply to all reasonable efforts to enable the time accumulated to be taken off within six (6) month accumulation period.
- 14.15 By agreement between the employer and the employee, and at the employee's request, employees may upon claiming for overtime be given time off in lieu of overtime payments in the same terms prescribed above.
- 14.16 For permanent employees, these hours may be claimed as Time Off in Lieu (TOIL) or as paid overtime.

Overtime and TOIL for Mackay Entertainment and Convention Centre Staff

- 14.17 It is acknowledged that employees may be required to work periods of additional time.
- 14.18 Any additional time worked by permanent employees will accrue as a combination of paid overtime and Time Off in Lieu payment for additional time for work performed.
- 14.18.1 No employee shall be required to work more than twelve (12) hours in any one (1) shift unless mutually agreed to by the employer and employee. No employee will be required to work more than four (4) consecutive twelve (12) hour shifts in succession.
 - 14.18.2 In the event of a shift exceeding 7 hours and 36 minutes for permanent employees, the next 2 hours and 24 minutes will be paid at the ordinary rate Time Off in Lieu.
 - 14.18.3 In the event of a shift length exceeding ten (10) hours, overtime will accrue at the rate of 1 ½ hours until a break is taken when authorised by the Manager or Supervisor.
 - 14.18.4 A minimum ten (10) hour break will be taken between shifts with double Time Off in Lieu for permanent employees to accrue until a break is taken.
 - 14.18.5 Providing 38 hours have been worked within an ordinary working week, additional time worked will be paid at the rate of 1 ½ for the first three (3) hours and at double time thereafter.

15. MEAL AND REST BREAKS

15.1 Meal / Rest Break

The parties agree that employees covered by this Agreement will take their breaks as per their relevant Parent Award.

15.2 Continuity of Work During Meal Breaks

15.2.1 Where the efficiency of Council operations may be increased through a job being completed or where being continued for up to one (1) hour beyond the start of the normal meal break, the meal break may be delayed up to a maximum of one (1) hour without penalty.

The normal meal break shall be taken on the completion of the job or when one (1) hour has elapsed.

15.2.2 The duration of a meal break, having been determined as a recognised meal break by the employee, may only be altered by mutual agreement. If the parties do not agree, the status quo will remain until such time as the Dispute Resolution Procedure at Clause 11 is exhausted.

PART FOUR – FLEXIBLE WORKING ARRANGEMENTS

16. FLEXIBLE WORKING ARRANGEMENTS

16.1 The parties agree that flexible work arrangements may be developed by agreement with the affected parties for any program within Council.

16.2 Flexible working arrangements must satisfy the following four (4) principles:

- Current customer service requirements continue to be maintained
- They must be cost neutral
- They must be practicable and workable
- They must not compromise workplace health and safety

16.3 Flexible Work Arrangements currently in existence will be maintained during the life of this Agreement unless an agreement is reached between both parties to amend the existing Agreement.

16.4 In all cases relating to hours of work and workforce flexibility, the process will involve consultation with the workforce, taking into account individual family considerations.

16.5 The employer is to clearly record all instances where a change has been implemented in accordance with this Agreement.

16.6 By agreement with the employees affected, ordinary hours, including night work, may be worked up to ten (10) hours per day and starting and finishing times may be staggered, including outside the normal span of hours. Provided that only in exceptional circumstances shall the employer require an employee to work beyond ten (10) ordinary hours per day.

16.7 Where the parties agree to alter work arrangements or implement new arrangements, the parties agree that the provisions of this Agreement will operate to the extent necessary to give effect to the new work arrangements, provided that:

- The terms of the new work arrangement are in writing and have been signed by the employer and the employee or their nominated representative
- A majority of the employees whose employment is or will be affected by the arrangement have voted in favour of the arrangement in a ballot for which at least seven (7) days' notice has been given.

16.8 A copy of any arrangements made pursuant to this Clause must be provided to the employee and the employee's nominated representative and shall be read as part of this Agreement.

Rostered Days Off

16.9 Mackay Regional Council supports flexible work arrangements that suit both the organisation and the employee to take into account a balance of work and life responsibilities. As a general rule, there will be a nine (9) day fortnight, however there are clear working areas where different arrangements have and will be made.

16.10 Maintenance of the nine (9) day fortnight shall continue where appropriate, however various other flexible work arrangements may be offered to employees by mutual agreement in line with organisational and employee requirements.

- 16.11 All applicable positions will be advertised on a nine (9) day fortnight arrangement.
- 16.12 On receipt of two (2) days notice, an employee can be asked to work on a Rostered Day Off (RDO) with such RDO to be re-allocated to a mutually agreeable day between the employee and Manager, without attracting penalty rates. If a mutually agreeable day cannot be found, penalty rates will apply.
- 16.13 An employee can bank up to a maximum of five (5) days. Such banked RDOs shall be taken at a time mutually agreed between the employee and the Council. The accrued RDOs shall be taken within twelve (12) months of the date on which the first RDO was accrued, with accrued RDOs over the five (5) day limit to be paid out at single time in the next pay period.
- 16.14 Where a public holiday falls on an employees day off, such employees shall be paid a days' wages at ordinary rates or be granted a further days' leave to be taken at a mutually convenient time and if not taken before the next period of annual leave, it shall be added to that entitlement.
- 16.15 Agreement to work an RDO or to take an RDO shall not be unreasonably withheld.

PART FIVE – SALARY AND WAGES

17. SALARY AND WAGES

- 17.1 The salary applicable at each level, increment within each level is set out in Schedules A, B and C of this Agreement.
- 17.2 Salary increases shall apply as follows:
- 17.2.1 The Schedules for Year One applies from the date of certification of this Agreement. The increase applicable for Year One shall be 5% in accordance with Schedules A, B and C of this Agreement.
- 17.2.2 The Schedules for Year Two applies from 1 July 2009. The increase applicable for Year Two shall be 5% or a minimum of \$37 per week, in accordance with Schedules A, B and C of this Agreement.
- 17.2.3 The Schedules for Year Three applies from 1 July 2010. The increase applicable for Year Three shall be 5% or a minimum of \$39 per week, in accordance with Schedules A, B and C of this Agreement.
- 17.3 All permanent, or long-term casual employees working full time hours, will receive a once-off sign-on payment of \$350 per person.
- 17.4 Nothing contained within this Agreement shall preclude the employer paying an employee at a higher rate than that prescribed in Schedules A, B and C of this Agreement.
- 17.5 Council may permit its employees to undertake other work or to accept some subordinate office in addition to the duties attached to any particular position for which a rate of salary is provided for in this Agreement. For such extra work, they may receive extra pay but such extra work and extra pay shall not in any way affect the salaries fixed by this Agreement, for their ordinary work, nor shall such employees be deemed to be regular part-time workers by the mere fact of their undertaking such extra work or by their receiving extra pay.

18. PAYMENT OF WAGES

- 18.1 Current payment frequency schedules shall be maintained until February 2009. Thereafter, salaries and wages shall be paid fortnightly, with the first fortnight ending on the first Friday in February 2009 and paid into the nominated accounts on the following Thursday.
- 18.2 An employee may request in writing to receive a regular payment as a cash advance on the non-pay week that is equal to the net base pay for one (1) week and this will automatically be recovered from the next fortnightly pay.

- 18.3 Electronic Fund Transfer to a bank, building society or credit Union or other financial institution nominated by the employee receiving the salary or allowance, where the Electronic Fund Transfer is of such an amount as will ensure to the employee payment of salary and allowances in full at the place where payment is tendered
- 18.4 Council agrees to try to negotiate a better deal for Council employees regarding banking services through the banking contract process.
- 18.5 Should an error occur through no fault of the employee in regards to payment and as a result bank charges are applied to the employee, it is agreed that the Council will honour all such fees upon receipt of relevant documentation from the employee's financial institution.
- 18.6 Where the employees employment is terminated by the employer (where written notice is received by the employer), all termination pay shall be received within twenty-four (24) hours.

19. SALARY INCREMENTS

Salary Increments for Salaried Staff

- 19.1 Movement to the next highest salary point within a level will be by way of annual increment subject to the employee having given satisfactory services for the prior twelve (12) months from commencement in a full time position in accordance with a Staff Development and Appraisal System developed by Council in consultation with employees who may be represented by their nominated representative in such consultation.
- 19.2 Where Council chooses not to implement a Staff Development and Appraisal System, movement between salary points will occur at yearly intervals.

20. ALLOWANCES

20.1 Availability / On-Call Allowance

- 20.1.1 Employees covered by this Agreement required to stand-by for emergency work outside ordinary hours shall be paid an Allowance for each day during which they are so required to stand-by:
- 20.1.2 An employee required to remain on-call during any day and/or night, outside their ordinary working hours, shall be paid \$22 for each day during which he or she remains on-call.
- 20.1.3 If the employee is called upon to respond and deal with calls from home, the employee will be entitled to a minimum of one (1) hours pay at ordinary time in addition to the allowance outlined in Clause 20.1.2.
- 20.1.4 If the employee is required to leave home to respond to a call for emergency work, they shall be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work but they must return home within a reasonable time. Such payment is in addition to the allowance outlined in Clause 20.1.2.

Such payment shall be a the relevant overtime rate.

- 20.1.5 Payment for subsequent call-outs will only be made if such time is outside the period paid to the employee for the initial call-out.

An employee whose period of required availability includes or coincides with a Public Holiday shall be paid an additional days' pay at ordinary rates for each Public Holiday during the period of availability or, at the employee's request, have an additional day added to annual leave accrual.

- 20.1.6 Employees required to remain on call must be:

- Easily contactable
- Able to respond within a reasonable period of time appropriate to the call-out
- Fit for work
- Within reasonable travelling distance of the worksite

An employee subject to this Clause who cannot be reasonably contacted or refuses to perform the emergency work for legitimate or other reasons will forfeit any allowance provided for in this clause.

20.1.7 This Clause will not apply to employees who have been provided with mutually-agreeable alternative arrangements/benefits to compensate for being available to perform emergency work.

20.2 Uniform Allowance

20.2.1 All employees will be supplied with either PPE (five days' supply) or a corporate uniform allowance, depending on the nature of the employee's work.

20.2.2 The Corporate Uniform Allowance (quoted exclusive of GST) is available as follows:

- | | |
|--|-------|
| • Allowance upon commencement of employment | \$400 |
| • Subsequent annual allowances (effective 1 July 2008) | \$275 |

20.2.3 The Corporate Uniform allowance is available for the following items of clothing bearing the Mackay Regional Council Logo:

- Shirts, tops and blouses
- Trousers, shorts and skirts
- Vests and jackets
- Ties and scarves

20.2.4 Council will supply each employee, who requires it for approved work purposes, with one (1) waterproof high visibility jacket (style and brand to be determined by Council).

- a. Replacement of this jacket is to be on a fair wear and tear basis, subject to the damaged item being handed into Council's Purchasing Officer.

20.3 Safety Boots

20.3.1 Council agrees to provide safety boots up to the value of \$130 (exclusive of GST) on a fair wear and tear basis in circumstances where the nature of the work has established the need for such foot protection. The Chief Executive Officer shall review this one (1) year after certification of this Agreement.

20.4 Trades Persons Allowance

20.4.1 For the purpose of this Agreement, a tradesperson means a qualified tradesperson having successfully completed a recognised and accredited three (3) to four (4) year course of training.

20.4.2 An all-purpose Tradesperson's Allowance of \$45 per week will be paid for the life of the Agreement.

20.5 Working in Unpleasant Conditions Allowance

20.5.1 Live Sewer Allowance

Employees whose occupation is linked to working on sewers and is covered by the Building Trades Public Sector Award – State 2002 will be paid a Live Sewer Allowance at the rate of ½ times the normal hourly rate of pay for “work under unpleasant conditions” as defined under Clause 5.2.31 of the Building Trades Public Sector Award – State 2002. Such payment shall continue until the employee finishes work or until the employee is able to change their clothing.

- a. This Clause will also apply to staff under the Engineering Award – State 2002 for work carried out on Live Sewers.

20.5.2 Toilet Cleaning Allowance

Employees required to clean toilets other than merely by hosing them shall be paid an allowance at the rate of \$5 per day.

20.6 Grave Diggers Allowance

To replace existing allowances for grave digging duties which involve exhumation, human seepage and working in wet holes, Council employees assigned to such duties may claim double time for the actual time spent on said duties.

20.7 Increase to Allowances

20.7.1 Award based allowances shall increase in accordance with Award provisions.

21. **CLASSIFICATION AND RECLASSIFICATION**

21.1 Classification and Reclassification provisions shall be applied to employees as per the full provisions of the relevant Parent Award outlined in Clause 5.1.

21.2 The reclassification procedure will not exceed a period of three (3) months following the submission of a request for reclassification. In the event of this being exceeded and the Application is successful, the employee shall be backpaid to the date three (3) months after the application is made.

21.3 The reclassification procedure will be in accordance with Schedule D of this Agreement.

22. **HIGHER DUTIES**

22.1 Higher Duties provisions shall be applied to employees as per the full provisions of the employees relevant Parent Award outlined in Clause 5.1 of this Agreement.

Higher Duties for Outdoor Staff

22.2 Any formal direction given to the employee to perform higher duties will be paid at the higher rate for all day if it is over four (4) hours, or time performing higher duties if it is less than four (4) hours.

23. **INCOME PROTECTION INSURANCE**

23.1 Council will continue to provide access to income protection insurance for all employees currently covered under the income protection insurance policy held by Mackay Regional Council.

23.2 Council will continue to pay a premium of 1% of each participating employees' wages/salary for income protection insurance.

24. **OCCUPATIONAL SUPERANNUATION**

24.1 For the purposes of this Agreement, the parties have agreed that pursuant to the Federal Government Choice of Fund Legislation the preferred fund shall be the Local Government Superannuation Fund.

24.2 Council shall contribute on behalf of each employee the amount into the Local Government Employees Superannuation Scheme established pursuant to the terms and conditions as set out in the Queensland Local Government Act 1993.

25. **SALARY SACRIFICE**

Salary sacrifice provisions shall be available to all employees under the following terms:

25.1 Employees may elect to take their salary by means other than money by way of a salary sacrifice arrangement. The Chief Executive officer (or his/her authorised representative), on behalf of Council and an employee may

agree in writing that the employee can sacrifice a part of their salary to benefits agreed between the parties, including superannuation.

- 25.2 The salary of the employee for the purpose of any allowance or payments which are directly related to the employee's salary shall be the pre-salary sacrifice rate of pay, that is, the salary set out in this Agreement and subsequently increased in accordance with this Agreement.
- 25.3 Council encourages the employee to seek independent financial advice prior to entering into any salary sacrifice arrangements.
- 25.4 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.
- 25.5 Any additional tax payable will be deducted from the employees' remuneration.

PART SIX – LEAVE

26. ANNUAL LEAVE

- 26.1 Accrued entitlements are to be paid at the pre income maintenance rate of pay foreemployees who are redeployed to a lower classification level when leave is taken.
- 26.2 When an employee accepts redeployment to a position that is a lower classification level than their previous classification level, Council agrees to pay the employee's accrued entitlements at the maintained income/salary/wage.
- 26.3 Reducing Excess Annual Leave Accruals

Providing that the employee has had reasonable opportunity to take annual leave, the employer may instruct employees to take any annual leave in excess of two (2) years entitlement.

- 26.4 For the purpose of this Clause (26), year of employment shall mean and include any year of employment completed on or after 3 December 1973.
- 26.5 Annual leave as prescribed in Clause 26.10, 26.15 and 26.16 is not to accrue during periods of leave without pay authorised by the employer or otherwise and which exceed three (3) days. For the purposes of calculating the three days for this provision, each period of leave without pay taken by an employee must be treated separately and such periods cannot be treated cumulatively.
- 26.6 For the purpose of this Clause, leave without pay does not include any period of absence of less than three (3) months during which the employee is entitled to payment under the WorkCover Queensland Act 1996.
- 26.7 Annual leave shall be exclusive of any statutory holiday occurring during the period of that annual leave and subject to 26.14 it shall be paid for by the employer in advance.
- 26.7.1 In the case of any and every employee in receipt immediately prior to that leave of ordinary pay at a rate in excess of the ordinary rate payable under this Agreement at that excess rate or
- 26.7.2 In the case of any and every employee who was performing higher duties as prescribed in Clause 22 immediately prior to the taking of annual leave at the following rates:

An employee having performed higher duties for:	Proportion of Annual Leave to be paid at higher duties rate
Less than three months	25%
Three months or more but less than six months	50%

Six months or more but less than nine months	75%
Nine months or more	100%

Provided that the period of time that the employee has performed duties is the aggregate of the time the employee has performed the higher duties during the twelve (12) months preceding the taking of annual leave. However, there will be no double counting of any period the employee has performed higher duties and for which payment on annual leave was made.

Provided that no contrived arrangement involving the deployment of any employee will be entered into so as to deprive an employee of or affect the benefits of this provision.

26.7.3 In every other case at the ordinary rate payable to the employee concerned immediately prior to the taking of the annual leave

26.8 On the termination of the employment of any employee, such employee shall be paid for any untaken annual leave standing to the employee's credit as at the date of termination.

An employee cannot change their annual leave election to contrive a personal advantage through higher payment on termination.

If the employment of an employee is terminated at the end of a full year of employment such employee shall also be entitled to ordinary pay for any statutory holiday which would have occurred had the employee taken the annual leave standing to the employee's credit at the termination of employment.

26.9 Time of Taking Leave

26.9.1 An employee may elect, with the consent of the employer, to take annual leave in single day periods or part of a single day not exceeding a total of ten (10) days in any calendar year, at a time or times mutually agreed between them.

26.9.2 Annual leave shall be given in addition to any notice of termination of employment.

26.9.3 Employees will, at their request, be able to receive payment for annual leave either on a fortnightly or lump sum basis.

Annual Leave for Salaried Officers

26.10 All employees may accrue either five (5) or four (4) weeks annual leave per annum by mutual agreement in writing between the employee and the employer in accordance with the Salary Scale in Schedule A.

26.11 In the absence of an agreement, the default shall be five (5) weeks.

26.12 An employee may elect to revert to the five (5) week entitlement at any time.

26.13 Annual leave shall be given and taken at a time mutually convenient to the employer and the employee concerned as far as practicable: Provided that an employer, by giving at least one (1) month's notice, may require an employee to take annual leave commencing not earlier than the anniversary of the date of such employee's appointment. Annual leave shall be cumulative and when not taken by mutual agreement shall be added to the employee's subsequent entitlements.

26.14 Annual Leave Loading

Subject to Clause 13 of this Agreement, annual leave pay, including any proportionate payments, shall be calculated as follows:

26.14.1 The employee's prescribed rate of pay for the period of annual leave as prescribed in Clause 26.8.

- a. Leave Loading is calculated at the rate 17.5% of the Annual Leave entitlement. Employees may elect to be paid leave loading, up to the balance accrued, at the time of taking their leave.
- b. The balance of Annual Leave loading may be paid on an annual basis at the end of November each year at the rate applicable at that time, should the employee so request.

- c. Unless a written agreement is reached between the employee and the employer in regards to exhausting accrued leave within the three (3) years of date of operation of this Agreement and paying leave loading at the time of taking leave, Annual Leave Loading accrued prior to the lodgement of this Agreement will be paid.

Annual Leave for Outdoor Officers

- 26.15 Employees formerly employed under the Sarina Shire Council Enterprise Bargaining Certified Agreement 2005 – State, currently entitled to accrue five (5) weeks’ annual leave per year will continue to accrue five (5) weeks’ leave per annum until 31 December 2010. These employees will receive the pay rates as per the four (4) week leave regime. This is in recognition of the cessation of payment of accrued sick leave at termination of employment.
- 26.16 Other outdoor staff will have the option to accrue five (5) weeks’ annual leave as per the adjusted Wage Scale at Schedule B.

27. PUBLIC HOLIDAYS

- 27.1 Public Holidays will be managed as per the relevant Parent Awards outlined in Clause 5.1 of this Agreement.
- 27.2 By mutual agreement, staff are able to work on a Public Holiday and substitute another day for the Public Holiday without penalty.
- 27.3 Where a Public Holiday coincides with a Rostered Day Off, the employee may elect to substitute another day for the Rostered Day Off.

28. PERSONAL LEAVE

The provisions of this Clause apply to full time and part time employees (on a pro-rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in Clause 10.5.7 of this Agreement.

28.1 Definitions

The term immediate family includes

28.1.1 Spouse and partner (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person who lives with the employee as his or her partner (including same-sex partner), husband or wife on a bona fide domestic basis.

28.1.2 Child or an adult child (including an adopted child, a step-child or an ex-nuptial child), parent, grandparent, grandchild, or sibling of the employee or spouse of the employee.

28.2 Amount of Paid Personal Leave

28.2.1 Paid personal leave is available to an employee, other than a casual employee, when they are absent:

- a. Due to personal illness, sickness or injury
- b. For the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency

28.2.2 Personal leave accrues at 1.25 days' leave for each month of employment to a total of 15 days per annum.

28.3 Accumulation of Personal Leave

At the end of each year of employment, unused personal leave accrues by the lesser of:

28.3.1 15 days less the amount of personal leave taken from the current year's personal leave entitlement in that year

28.3.2 The balance of the year's unused personal leave

28.3.3 Personal leave may accumulate to a maximum of 52 weeks. Staff with an accrued balance in excess of 52 weeks will retain their accrued balance as at the date of certification of this Agreement.

28.4 Effect of workers' compensation

If an employee is receiving workers' compensation payments, they are not entitled to personal leave.

28.5 Personal Leave for Personal injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement including accrued leave for the purposes of personal illness or injury, subject to the conditions set out in this Clause.

28.6 Personal leave may be taken for a portion of the day.

28.7 Any absence on personal leave that exceeds two (2) consecutive days shall be contingent upon production by the employee concerned of either a certificate from the duly qualified medical practitioner or other evidence of illness satisfactory to the employer.

28.8 Credit shall be allowed for personal leave accumulated with previous employing Councils provided that the employee's service between such Councils has been continuous and that the employee at the time of engagement produces a certificate from the previous Council certifying the amount of personal leave accumulated to the employee's credit.

Provided also that in respect of any such engagement of an employee by a Council prior to 1 September 1974 the maximum credit for accumulated personal leave shall be restricted to 75 days (15 weeks).

- 28.9 Continuous service is defined for the purpose of 28.8 to include service with a Council or with more than one (1) Council which has been continuous except for the employees having been dismissed or stood down, or by the employee having terminated the employee's service with the Council provided that the employee shall have been re-employed by that Council or some other Council within a period not exceeding the combination of any period of unused annual leave when the employee ceased employment with the employee's previous Council, plus a further period of four (4) weeks.
- 28.10 Notwithstanding the foregoing, an employee shall not be entitled to payment for absence through illness or injury in respect of which workers' compensation is payable or through injury sustained by an officer outside the scope of the officers' employment caused by or contributed to by the officers' own negligence or participation in sport or games in respect of which officer receives any payment by way of fee or bonus.
- 28.11 If an employee, while absent from duty on annual leave granted pursuant to Clause 26 – Annual Leave of this Agreement, is overtaken by illness the employee shall, on production of a certificate signed by a duly qualified medical practitioner certifying 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 and Clause subject to the provisions of 28.10, be entitled on application to have such period of illness which occurs during the employee's annual leave debited to the employee's personal leave entitlements and the employee's annual leave entitlement shall be adjusted accordingly.
- 28.12 If an employee, whilst absent from duty on long service leave, granted pursuant to Clause 30 – Long Service Leave of this Agreement, is overtaken by illness the employee may, subject to the provision contained in this Clause, be entitled on application, to have such period of illness which occurs during the employee's long service leave debited to the employee's personal leave entitlement and the employee's long service leave entitlement shall be adjusted accordingly, provided that:
- 28.12.1 the application or adjustment is approved by the employing authority and
- 28.12.2 the application includes a certificate signed by a duly qualified medical practitioner certifying 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.
- The provisions of this Clause shall apply subject to Clause 28.10 of this Agreement.
- 28.13 Personal Leave to Care for an Immediate Family or Household Member
- 28.13.1 An employee is entitled to use any personal leave entitlement which has accrued after 9 June 1995 to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency.
- 28.13.2 The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- 28.13.3 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- 28.13.4 An employee may take unpaid carers leave by agreement with the employer.
- 28.13.5 An employee taking unpaid carers leave may, with the consent of their employer, work "make-up time" under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided by the Agreement.
- 28.13.6 Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care or support or who require care due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of an Agreement, the employee is entitled to take up to two (2) days (up to a maximum of 16 hours) of unpaid leave per occasion.
- 28.13.7 Casual employees are entitled to not be available to attend work or to leave work in certain circumstances as set out in Clause 10.5.7 of this Agreement.

28.14 Cultural and Ceremonial Leave

Recognising that cultural diversity enhances the workplace and aids equal opportunity and anti-discrimination goals of the employer being met, the parties agree that:

- a. An employee who identifies as coming from such a background shall be given reasonable opportunity to practice the spiritual and cultural requirements of their culture.
- b. Where an employee chooses to practice spiritual or cultural beliefs which take them away from worksite or workplace, the employee will be required to apply for annual leave, Rostered Days Off or TOIL for these purposes.

29. BEREAVEMENT LEAVE

29.1 Full Time Employee

All employees are entitled up to two (2) paid days bereavement leave on such occasion and on production of a satisfactory evidence (if required by the employer) of the death in Australia of either a member of the employee's immediate family (or same-sex partner) or household.

29.2 Part Time Employee

A part time employee is entitled up to two (2) days paid bereavement leave without loss of pay, up to a maximum of two (2) days on the same basis as prescribed for full time employees in Clause 29.1 except that leave is only available where a part time employee would normally work on either or both of the two (2) working days following the death.

29.3 Excess Travel or Specific Cultural Responsibilities

An employee may, on the death of a member of their immediate family (including same-sex partners) or household access up to three (3) days personal leave credits or three (3) days leave without pay as bereavement leave in situations where excessive travel or specific cultural responsibilities need to be met. Proof of such death shall be furnished by the employee to the satisfaction of Council.

29.4 Unpaid Bereavement Leave

29.4.1 Where an employee has exhausted all bereavement leave entitlements, including accumulated leave entitlements, the employee is entitled to take unpaid bereavement leave.

29.4.2 The employer and employee should agree on the length of the unpaid leave. In the absence of an agreement, a full time employee is entitled to take up to 16 hours unpaid leave, provided the requirements of 29.1 and 29.2 hereof are met and a part time employee is entitled to take up to two (2) days unpaid leave, to a maximum of 16 hours, provided the requirements of 29.1 hereof are met.

29.4.3 Further to the above entitlements, an employee may on the death of a wife, husband, mother, father, mother-in-law, father-in-law, brother, sister, child, step-child or Grandparent access up to three (3) days sick leave credits (family leave) or three (3) days leave without pay as bereavement leave in situations where excessive travel or specific cultural responsibilities need to be met. Proof of such death shall be furnished by the employee to the satisfaction of the employer. For the purposes of this Clause the words "wife" and "husband" shall include a person who lives with the employee as a de facto partner.

30. LONG SERVICE LEAVE

Long Service Leave shall be in accordance with the relevant Parent Award outlined in Clause 5.1, subject to the following:

30.1 Where an employee is suffering extenuating circumstances resulting in financial hardship, they may apply to the employer to cash-out their existing long service leave entitlement.

30.2 Long Service Leave may be taken in periods of not less than one (1) week. The Chief Executive Officer may approve shorter periods in extenuating circumstances where no other paid leave is available.

- 30.3 An employee may apply in writing for long service leave to be taken at half pay for double the period of an accrued entitlement. Applications will be considered by the Chief Executive Officer on a case-by-case basis.
- 30.4 Employees shall accrue 1.3 weeks per year of service. A full entitlement shall accrue after ten (10) years of continuous service. Prior to completing ten (10) years of service, employees who have completed a minimum of seven (7) years of continuous service with a Local Government covered by the Long Service Leave provisions shall be entitled to apply for access to pro-rata paid Long Service Leave under this Agreement.

31. SERVICE LEAVE

Service Leave shall be in accordance with the relevant Parent Awards outlined in Clause 5.1 of this Agreement.

32. PARENTAL LEAVE

All parental leave entitlements will be in accordance with the full provisions of the relevant parent awards outlined in Clause 5.1 of this Agreement, subject to the following:

Maternity Leave

- 32.1 For the purposes of this Clause, maternity leave is defined as one (1) continuous period of leave during which the staff member gives birth to a child.
- 32.2 Council will pay maternity leave to eligible female staff subject to the following:
- 32.2.1 A female employee departing on maternity leave is entitled to six (6) week's full pay at ordinary time.
- 32.2.2A female employee may elect to take the maternity leave payment at half pay for twelve (12) weeks.
- 32.2.3 Employees in receipt of the maternity leave payment will be expected to return to Council to work for a period of no less than six (6) weeks.
- 32.2.4 Pro-rata Long Service Leave credits may be accessed after five (5) years qualifying service.
- 32.2.5 Any other existing accrued entitlements outlined in Clause 26 of this Agreement. Parental Leave
- 32.3 Council will pay parental leave to eligible staff, subject to the following:
- 32.3.1 On the birth of a child, the non-birth partner is entitled to access three (3) days full pay at ordinary time in addition to entitlements, outlined in Clause 32.4 of this Agreement.
- 32.3.2 For the purposes of this Clause, non-birth partner can include an adoptive parent, non-birth parent in a same-sex relationship or husband on a bona fide domestic basis.
- 32.4 Any birth-parent employee departing on parental leave may access:
- 32.4.1 Up to ten (10) days accrued personal leave without having to produce proof of illness
- 32.4.3 Existing accrued Long Service Leave in accordance with Clause 30 of this Agreement.
- 32.4.4 Pro-rata Long Service Leave credits may be accessed after five (5) years qualifying service for the purpose of maternity leave.

33. LEAVE WITHOUT PAY

- 33.1 Leave without pay for special circumstances will be available to all employees at the discretion of the Chief Executive Officer and such leave will not constitute a break in the continuity of service of the employee.
- 33.2 Leave granted in excess of three (3) months does not count as service when calculating the period of service for any purpose of this Agreement or Parent Award however it will not constitute a break in continuity of service.

PART SEVEN – EMPLOYMENT SECURITY, CONSULTATION, COMMUNICATION AND MANAGEMENT OF WORKPLACE CHANGE

34. LOCAL GOVERNMENT EMPLOYMENT GROUP (LGEG)

34.1 Consultation and Communication Obligations

34.1.1 To facilitate the implementation of this Agreement and ongoing workplace reform, effective consultation and communication are essential. To this end, the Local Government Employment Group (LGEG) will continue to be responsible for the role of coordinating the reform and ensuring effective communication between Management and employees.

34.1.2 The parties are committed to a consultative process which aims to effect a change in the Council's culture through cooperation.

34.1.3 It is agreed that the LGEG will be a committee through which genuine consultation and discussion regarding any workplace reform or changes will occur between Council, employees and Unions party to this Agreement. The LGEG will meet every three (3) months as a minimum in the initial instances. This may be changed by Agreement depending on the workloads of the LGEG.

34.2 Membership

34.2.1 A Single Bargaining Unit (SBU) comprising of the delegates and officials of the Unions representing employees of Council and including Unions which are parties to this Agreement is recognised by Council.

34.2.2 The SBU representatives and Council Management representatives will form the membership of the LGEG which has negotiated this Agreement and will monitor and implement this Agreement.

34.3 Ongoing application of the Local Government Workforce Transition Code of Practice for the Term of the Agreement.

34.3.1 Council agrees to apply the terms and conditions of the Local Government Workforce Transition Code of Practice as made on 28 August 2007 for the duration of this Agreement as it applies to the Local Government reform.

34.3.2 The Council shall display a copy of the Local Government Workforce Transition Code of Practice in such a position as to be easily read by the employees.

34.3.3 As a result of the Local Government Reform, when an employee accepts redeployment to a position that is lower classification level than their previous classification level, the Council agrees to maintain the employee's income/salary/wage until either:

- a. the employee is no longer employed by the Council
- b. 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
- c. Council agrees to pay all wage increases provided for in this Agreement to the employee's maintained income/salary/wage
- d. when an employee accepts redeployment to a position that is a lower classification level than their previous classification level, Council agrees to pay the employee's accrued entitlements at the maintained income/salary/wage as at the date of redeployment.

34.4 Transfers / Employees Fixed Starting / Finishing Point

34.4.1 All employees will have a designated fixed start/finish work location. All employees will be designated to one (1) start/finish work location only. For the purposes of this clause, fixed start/finish location shall mean a designated Council administration office, council depot, library, water treatment plant etc.

34.4.2 A change to the employee's designated fixed start/finish location may only be made following consultation with the employee and their relevant Union representative or nominated representative and if agreement cannot be reached, the Dispute Resolution Process outlined in Clause 11 of this Agreement will be used.

34.4.3 Where Council requires an employee to start/finish work at a location away from their designated fixed starting point, the travelling allowance payable contained within the Local Government Workforce Transition Code of Practice shall apply.

34.4.4 Transfers directly related to Local Government Reform can only occur when an employee can responsibly travel to and from home on a daily basis to a new work location and this does not cause undue hardship to the employee.

34.4.5 The terms transfer will have the same meaning as defined in the Local Government Workforce Transition Code of Practice.

34.5 Transfer Expenses

34.5.1 When an employee is required to transfer during the duration of this Agreement, the Council agrees to pay the travelling allowance in accordance with the Local Government Workforce Transition Code of Practice.

34.5.2 The terms transfer and travelling expenses and travel allowance will have the same meaning as defined in the Local Government Workforce Transition Code of Practice.

35. TRANSMISSION OF BUSINESS

35.1 This clause will apply where the employer (the old employer):

35.1.1 Proposes to transmit to a new employer the business or any part of the business covered by this Agreement

35.1.2 Transmits to a new employer the business or any part of the business covered by this Agreement.

35.2 Where an old employer proposes to transmit the business or any part of the business, the old employer shall:

35.2.1 Notify the employees affected and the relevant Unions of the proposed transmission and

35.2.2 Discuss with the employees affected and the relevant Unions the effect of the transmission of business.

35.3 The discussion will commence as soon as practicable after a decision has been made by the old employer to transmit the business or part of the business

35.4 The old employer will consider and respond to any reasonable concerns raised by employees and their relevant Unions about the terms of the proposed transmission. In the event of a dispute about the old employer's response to concerns raised by employees, Clause 11 - Disputes Settlement Procedure of this Agreement will be utilised to resolve these concerns.

35.5 The old employer shall provide in writing the name of the employing entity that is proposing to acquire the business or part of the business to facilitate discussions between the employees and their relevant Union and the proposed new employer.

35.6 The employer shall include as part of any tender specifications or offer of sale documents, and within any contractual arrangements with the new employer, the obligation for the new employer to apply terms and conditions of employment, including the employer contribution to superannuation, that are equal to or superior to those which applied to each employee immediate prior to the transmission of business occurring, including terms and conditions derived from this Agreement, any applicable Award, policy or common law contract or other relevant employment arrangement applicable at that time of the proposed transmission.

35.7 The old employer shall ascertain whether the new employer proposes to recognise and accept responsibility for all previous service and accrued entitlements of employment arising from that service including, but not limited to, accrual of benefits and service in respect of:

- Annual Leave
- Long Service Leave

- Personal/Carer's Leave
- Redundancy

- 35.8 If the new employer does not propose to accept responsibility for and recognise all previous service and accrued entitlements, the old employer must immediately prior to the transmission of the business, pay to employees their accrued entitlements derived from all industrial instruments specified above and in doing so shall recognise all service with the old employer (plus any previous service recognised by the old employer) without limitation (e.g. no service thresholds for long service leave) including a redundancy payment in accordance with this Agreement, based on recognition of all service with the old employer.
- 35.9 The new employer shall offer a contract of employment to transmitting employees in accordance with the provisions of this Clause. If the new employer does not offer conditions of employment equal to or superior to those provided by the old employer on an on-going basis, an entitlement to a redundancy will be triggered and the old employer must make the payments provided for in this Agreement. Any new offer of employment/common law employment contract offered to transmitting employees will not include any period of probationary service with the new employer such as would exclude the transmitting employee from making a claim with regard to termination of employment. If a probationary period of employment and/or qualifying period of employment is included in any offer of employment with the new employer such that a claim for relief with regard to termination of employment either period would be prevented, an entitlement to redundancy will be triggered and the old employer must make the payments provide for in this Agreement.
- 35.10 To avoid doubt, the period of employment which the employee has had with the old employer or any prior employer which has been recognised by the old employer shall be deemed to be service of the employee with the new employer, for all purposes.

36. EMPLOYMENT SECURITY

- 36.1 Mackay Regional Council is committed to job security for its permanent employees who have a commitment to satisfactory work performance and will maintain a permanent workforce during the term of this Agreement. The parties acknowledge that employment security for employees assists in ensuring workforce stability, cohesion and motivation and hence is central to achieving the objectives of this Agreement.
- 36.2 Job reductions by forced retrenchments will not occur during the life of this Agreement. Natural attrition, redeployment and/or retraining will be the preferred option when implementing organisation changes that result in positions being no longer required.
- 36.3 The Introduction of Workplace Change Consultation Provisions outlined below in Clause 36.7 will be implemented should such a situation occur.
- 36.4 Volunteers, other unpaid persons or trainees will not be used to permanently fill vacant positions.
- 36.5 Contracting / Outsourcing of "In-House" Services or Functions
- 36.5.1 It is the clear position of Council to utilise and promote the use of its in-house permanent Council employees for the undertaking of Council's works, services and operations. During the life of this Agreement, Council will minimise the contract out or leasing of any works and services currently provided by Council and may only seek to contract/outsourced works and services currently provided "in-house" in the following circumstances:
- In the event of a critical shortage of skilled staff
 - The lack of available infrastructure capital and the cost of providing technology
 - Extraordinary or unforeseen circumstances
 - It can be clearly demonstrated that it is in the public interest that such services should be contracted out
- 36.6 Consultation Process
- 36.6.1 Where Council seeks to contract out or lease any Council works and services provided by in-house Council employees in accordance with the above criteria, the relevant Unions will be consulted as early as possible. Discussions in accordance with Clause 36.8 – Council's Duty to Notify must take place before any steps are taken to call tenders or enter into any otherwise legally binding arrangement for the provision of Councils' in-house services by an external provider.

36.6.2 Council will ensure that all relevant Unions are aware of any proposals to contract out or lease in-house Council functions by providing the relevant Union's with formal written notification.

36.6.3 For the purpose of consultation, the relevant Unions will be given all relevant documentation where possible, including the proposed contract and schedules. It is the responsibility of the relevant Union to participate fully in discussions on any proposals to contract out or lease any Council functions.

36.6.4 Council will be required to provide the Union as part of the written notification with the following information:

- Why the service cannot continue to be delivered by Local Government employment
- The impact on the Local Government Workforce
- How the proposed initiative will improve local government service delivery
- Any social and/or economic impact on the local community
- Communication and consultation strategies including managing the impact on the tenured local government workforce and effected employees; and workforce transition plans for deployment, redeployment and retraining
- The full cost implications for Council

If, after full consultation as outlined above, employees are affected by the necessity to contract out or lease any in-house Council functions, the Council will:

- Negotiate with relevant Unions employment arrangements to assist employees to move to employment with the contractor
- Ensure that employees are given the option to take up employment with the contractor
- Ensure that employees are given the option to accept deployment/redeployment with the Council
- Ensure that as a last resort, employees are given the option of accepting a voluntary retrenchment.

Council agrees that it will promote the inclusion of a condition of all future labour contracts, a requirement for contractors to pay wage rates, which are no less favourable in aggregate, than the current rates of pay for comparable employees prescribed by this Agreement. This provision shall apply to all current in-house Council works and services that will be contracted to be performed by an external provider.

36.7 Introduction of Change

Introduction of change applies in the following circumstances:

36.7.1 Council, by resolution, makes a decision to introduce and/or implement major change

36.7.2 Council, by resolution, determines to investigate, propose or otherwise consider introducing and/or implementing major change

36.7.3 The CEO and/or senior staff of Council make or makes a proposal or recommendation to Council that, if accepted, introduced and/or implemented would result in major change

36.7.4 A consultant, contractor or other relevant external party makes a proposal or recommendation to Council that, if accepted, introduced and/or implemented would result in major change

36.7.5 Senior staff of Council make a proposal or recommendation to the CEO that, if accepted, introduced and/or implemented would result in major change

36.7.6 A consultant, contractor or other relevant external party makes a proposal or recommendation to that CEO that, if accepted, introduced and/or implemented would result in major change

36.7.7 A reasonable person in the place of the CEO would consider it more likely than not that Council would decide to introduce and/or implement particular major change.

36.7.8 Definitions:

For the purposes of this clause:

- *Major change* means a major change or group of related major changes that may have significant

effects on an employee's or employees' employment, conditions and/or pay and includes major changes in production, program, organisation, structure or technology.

- *Significant Effects* include termination of employment, major changes in composition, operation or size of the workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and/or the restructuring of jobs.
- *Circumstance* means any of the circumstances set out within this clause.
- *Affected employee* means each employee on whose employment, conditions and/or pay the major change may have significant effects.

36.8 Council's Duty to Notify

As soon as practicable after a major change is proposed and prior to any definite decision being made, Council will notify each affected employee and the relevant Union/s of the proposed major change.

36.9 Council's Duty to Discuss Change

As soon as practicable after a major change is proposed, and prior to any definite decision being made, Council will discuss the major change with the affected employees and the relevant Union/s, and the discussions will include, without limitation:

36.9.1 the introduction of major change

36.9.2 the effects the major change is likely to have on employees

36.9.3 measures to avert or mitigate any adverse effects of the major change on employees

Council shall give prompt and genuine consideration to matters raised by affected employees and/or the relevant Union/s in the course of or otherwise in connection with the discussions required by this Clause.

36.10 Council to Provide Information to Facilitate Discussions

For the purposes of the discussion, Council will provide in writing to the affected employees and the Union/s all relevant information about the major change, including without limitation:

36.10.1 the nature of the changes proposed

36.10.2 the anticipated effects of the changes on employees

36.10.3 any other relevant information provided that the Council will not be required to disclose confidential information the disclosure of which would be unfavourable to the Council's interests.

37. REDUNDANCY

37.1 Definitions:

37.1.1 Business includes trade, process, business or occupation and includes part of any such business

37.1.2 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing, done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary customary turnover of labour.

37.1.3 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

37.1.4 Week's pay means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- Overtime
- Penalty rates
- Disability allowances
- Shift allowances

- Special rates
- Fares and travelling time allowances
- Bonuses and
- Any other ancillary payments of a like nature

37.2 Transfer to lower paid duties

When an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may at the employer's option, make payment in lieu of an amount equal to the difference between the former ordinary rate of pay and the now ordinary time rate for the number of weeks of notice still owing.

37.3 Severance Pay

An employee whose employment is terminated by reason of redundancy is entitled to severance pay as described in the Local Government Workforce Transition Code of Practice, August 2007.

37.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate his/her employment during the period of notice set out in the relevant parent awards detailed under Clause 5.1 of this Agreement. In the circumstance the employee will be entitled to receive the benefits and payments they would have received under this Clause had they remained with the employer until the expiry of the notice but will not be entitled to payment in lieu of notice.

37.5 Alternative Employment

37.5.1 The Council, in a particular redundancy case, need not pay or comply with general severance pay prescription if Council obtains alternative employment acceptable to the employee

37.5.2 This provision does not apply in circumstances involving Transmission of Business as set out in Clause 35.

37.6 Job Search Entitlement

37.6.1 During the period of notice of termination given by the employer in accordance with the relevant parent awards detailed in Clause 5.1 of this Agreement, an employee shall be allowed up to one (1) days time off without loss of pay during each week of notice for the purpose of seeking other employment.

37.6.2 If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

37.7 Employees Exempted

This Clause does not apply to:

- Employees terminated as a consequence of serious misconduct that justifies dismissal without notice
- Probationary employees
- Apprentices
- Trainees
- Employees engaged for a specific period of time or for a specified task or tasks
- Casual employees

37.8 Incapacity to Pay

The Council need not pay or comply with the severance pay prescription on the basis of an incapacity to pay.

37.9 Redundancy Disputes

37.9.1 Paragraphs 37.9.2 and 37.9.3 impose additional obligation on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute)

37.9.2 Where a redundancy dispute arises and if it has not already done so, an employer must provide affected employees and the relevant employee representative (if requested by an affected employee) in good time, with relevant information including:

- The reasons for any proposed redundancy
- The number of categories or workers likely to be affected and
- The period over which any proposed redundancies are intended to be carried out

37.9.3 Where a redundancy dispute arises and discussions occur in accordance with this Clause, the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse affects of any proposed redundancies on the employees concerned.

38. NO FORCED REDUNDANCY

38.1 There shall be no forced redundancy for the life of the Agreement.

PART EIGHT – OTHER PROVISIONS

39. EMPLOYEE ASSISTANCE SCHEME

39.1 Council will provide a specific confidential counselling service for all staff seeking to utilise such a service for matters affecting work performance.

39.2 The service can be accessed directly and initially without the need to seek approval.

39.3 Counselling visits are restricted to a maximum of five (5) visits for any one (1) individual employee per year, after which time additional visits must be approved by the Manager Human Resources.

40. WORKPLACE HEALTH AND SAFETY

40.1 The parties are committed to achieving healthier and safer jobs through workplace changes aimed at improved efficiency and productivity. This will be accomplished by continuing a consultative approach to managing occupational health and safety issues, which includes:

40.1.1 control of hazards at source

40.1.2 reducing the incidence and costs of occupational injury and illness

40.1.3 reviewing work and Management practices affecting the inter-relationship between efficiency, productivity and health and safety

40.1.4 providing a rehabilitation system for workers affected by occupational injury or illness.

40.2 Consultation

40.2.1 Consultative mechanisms will continue to address occupational health and safety issues. Such mechanisms will include:

- a. the election of health and safety representatives who will represent fellow workers in negotiations on health and safety matters
- b. the continuation of Occupational Health and Safety Committees and Peak Advisory Committee

40.3 Training

40.3.1 Employee OHS representatives will be given paid leave to attend accredited OHS training courses.

40.3.2 Workplace training programs, including induction and on the job training, will outline Council OHS policy and procedures, particular hazards associated with the job, control measures applicable to each hazard and how to utilise OHS systems to identify hazards and instigate preventive actions.

40.3.3 Management training programs will outline Council OHS policy and procedures, particular hazards associated with the job, controls measures applicable to each hazard and how to utilise OHS systems to identify hazards and instigate preventative actions.

40.4 Occupational Health and Safety Program

40.4.1 The object of both the Council and employees is to provide a safe working environment for all employees. To further this objective an Occupational health and Safety Consultative Committee shall be maintained in accordance with relevant state or federal legislation in order to study, discuss and implement safe working methods and standards for carrying out the work.

40.4.2 Items of safety equipment and apparel shall be worn where directed and as required by relevant state and federal legislation.

40.4.3 The Council shall continue a procedure for collecting information on the nature of hazards and incidence of injury which includes:

- a. an internal system for reporting, recording and investigating of incidents, injuries and illness
- b. the routine analysis of injury/illness/incident data
- c. routing reports on key OHS performance indicators (lost time trends, injury frequency rate trends, cost and severity measures, estimation of indirect costs).
- d. A system of regular workplace inspections and regular hazards audits of work areas and work practices which include reference of relevant legislation, standards and codes of practice shall be instituted at the workplace. These will be carried out with the involvement of the OHS representative.

40.5 This clause applies in addition to the provisions of the relevant OHS legislation.

41. WORKPLACE CONSULTATIVE TEAM

41.1 The Workplace Consultative Team will continue with a membership representative of the entire workforce.

41.2 The Workplace Consultative Team Charter is attached at Schedule E. The Workplace Consultative Committee will not be responsible for the consideration of disputes arising from this Agreement, grievances or personal issues.

42. DEFINED CAREER PATH

Defined Career Path for Salaried Officers

42.1 It is agreed that the Guidelines for Competency-based Progression from Level 1 to Level 2 as developed by the Wright Consultancy will continue to operate for the life of this Agreement.

42.2 It is agreed that the Guidelines for Competency-based Progression from Level 3 to Level 4 developed by the Wright Consultancy (as referring to field Supervisors only) will continue to operate during the life of this Agreement.

41. TRAINING AND DEVELOPMENT

43.1 The parties recognise that in order to increase the efficiency and productivity of the Council, a significant commitment to structured training and skill development is required. Accordingly, the Council commits itself to:

- Developing a more highly skilled and flexible workforce
- Providing employees with career opportunities through appropriate structured training based wherever possible on nationally accredited competencies and curriculum
- Providing training and re-skilling opportunities for redeployed employees in accordance with the requirements of Clause 8.6.3 of the Local Government Workforce Code of Practice.

43.2 A Training Committee shall be formed within three (3) months of certification of this Agreement for the purposes of consultation regarding the training and development program for the employee's party to this Agreement.

The Committee is to constitute of at least three (3) workplace representatives from the outdoor workforce and no less than one (1) from each area (i.e. Mackay, Mirani and Sarina).

43.3 Where possible, training and skill development is to be carried out in normal working hours. It is agreed that no employee will suffer from loss of pay.

43.4 Council agrees to pay all reasonable costs incurred by an employee and time off when appropriate to attend approved courses, lectures and other agreed activities which:

- Satisfy organisational development needs
- Are directly related to employees' work areas
- Provide skills appropriate to employee career paths
- Are required to provide professional/trade credentials, and which shall be reimbursed by Council on successful completion of such/training courses provided that this does not contravene any existing Award provisions which provides for a higher or better entitlement.

43.5 Any training outside normal working hours shall have regard to workers' family responsibilities.

43.6 Mackay Regional Council agrees to, throughout the life of the Agreement, implement the competency standards and reclassification process as described in the Queensland Engineering Award State for employees so affected.

43.7 To facilitate this process Mackay Regional Council may engage a recognised Competency Standards Advisory body such as MISTAS to provide assistance and advice where required.

44. POSTING AGREEMENT

44.1 Council shall, in each office or place of business conducted by it in which employees covered by this Agreement are employed, keep and make available for perusal by such employees a current copy of this Agreement.

44.2 The Council will, upon engagement of a new employee, advise the employee of this Agreement and where they can locate a copy of the Agreement.

44.3 Further, Council shall ensure that the workplace delegates are listed on the Mackay Regional Council intranet and various notice boards.

45. UNION LEAVE AND RECOGNITION

45.1 New Employees

Full details of the relevant Union workplace delegate will be made available in the Employee handbook. New employees will receive information to this effect during their induction session.

45.2 Workplace Delegates

Council recognises the role that the relevant Union/s workplace delegates play in promoting understanding of industrial arrangements, knowledge of industrial arrangements (including awards and agreements) and dispute resolution. On being notified in writing by the relevant Union that an employee has been appointed as a workplace delegate the Council will recognise the employee as a relevant Union workplace delegate and allow them the following:

45.2.1 Reasonable time in working hours, without loss of pay, to perform the task required to effectively represent the Union members in the workplace

45.2.2 Reasonable private access to Union members to discuss Union business and to non-Union members for recruitment purposes

45.2.3 Reasonable access to representatives of the Council for the purpose of resolving issues of concern to Union members.

45.3 Facilities and Conditions

The following facilities and conditions will be made available to relevant Union workplace delegates and members of the Local Government Employment Group or any other employee involved in any consultative forum:

- 45.3.1 Wherever possible meetings should occur in normal working time. When a Council initiated meetings occurs outside normal working time, the appropriate rate of pay will be paid. This includes preparation for meetings, reporting back and travelling to and from attendance at meetings.
- 45.3.2 Reasonable access to normal Council facilities such as typing, word processing photocopying, postal system and telephone, storage facilities, email, notice boards and meeting rooms.
- 45.3.3 Access to a room with normal office facilities will be provided to discuss employment matters.
- 45.3.4 No employee will be disadvantaged as a result of activities conducted in accordance with this Clause.

45.4 Workplace Delegates Leave

A relevant Union workplace delegate, or an employee nominated by the relevant Union shall be entitled to paid leave of absence of up to five (5) days per person per annum to attend any of the following:

- 45.4.1 Trade Union training or specific relevant Union training courses approved by the relevant Union
- 45.4.2 Annual or biennial conference
- 45.4.3 Executive meetings
- 45.4.4 Biennial congress of the ACTU

45.5 Right of Entry

An authorised officer of the relevant Union will have rights of access and entry to the premises of the Council for the following purposes upon giving relevant legislative notice:

- 45.5.1 Meetings with workplace delegates
- 45.5.2 Meetings with members of staff
- 45.5.3 Meetings with relevant Management team members on matters associated with agreement or current industrial workplace issues
- 45.5.4 To conduct Union business matters or matters incidental to Union matters

45.6 Meetings Employees will be entitled to reasonable time off with pay within working hours to attend approved meetings designed to improve employment relations within the employer, including Union meetings.

45.7 Meeting Notices and Newsletters

The Council will provide an accessible space within each work location of the posting of any relevant Award and the agreement and notices pertaining to employment relations within the workplace produced by the relevant Union. The relevant Union workplace delegate will be provided with access to this space.

PART NINE – SCHEDULES TO THE AGREEMENT

1. Schedule A – Salary Scales – Salaried Staff
2. Schedule B – Wage Scales – Outside Staff
3. Schedule C – Salary Scales – Mackay Entertainment and Convention Centre Staff
4. Schedule D – Reclassification Procedure
5. Schedule E – Workplace Consultative Team Charter
6. Schedule F – Terms of Reference for Mackay Regional Council Local Government Employment Group
7. Schedule G – Career Path for Plumbers under the Building Trades Public Sector Award – State Who are Not Otherwise Subject to a Career Path Provided under their Respective State Award
8. Schedule H – Division and Position Level Descriptors
9. Schedule I – Special Allowances

SCHEDULE A

SALARY SCALES – SALARIED STAFF

MACKAY REGIONAL COUNCIL**SALARIED STAFF: EBA PROPOSAL YEAR 1**

Base Increase: 5% effective as at date of Certification of this Agreement

Note: 5% base increase is included in salaries under columns headed 5 and 4 weeks

LEVEL	5 WEEKS	4 WEEKS
LEVEL 1.1	37,649	38,499
LEVEL 1.2	38,460	39,329
LEVEL 1.3	39,592	40,486
LEVEL 1.4	40,807	41,729
LEVEL 1.5	42,024	42,974
LEVEL 1.6	43,237	44,214
LEVEL 2.1	44,470	45,475
LEVEL 2.2	45,731	46,764
LEVEL 2.3	47,032	48,095
LEVEL 2.4	48,350	49,443
LEVEL 3.1	49,678	50,801
LEVEL 3.2	51,007	52,160
LEVEL 3.3	52,335	53,518
LEVEL 3.4	53,663	54,876
LEVEL 4.1	54,992	56,235
LEVEL 4.2	56,315	57,588
LEVEL 4.3	57,644	58,947
LEVEL 4.4	58,975	60,308
LEVEL 5.1	60,300	61,663
LEVEL 5.2	61,628	63,021
LEVEL 5.3	62,956	64,379
LEVEL 6.1	65,168	66,641
LEVEL 6.2	67,383	68,906
LEVEL 6.3	69,596	71,169
LEVEL 7.1	71,808	73,431
LEVEL 7.2	74,020	75,693
LEVEL 7.3	76,232	77,955
LEVEL 8.1	78,889	80,672
LEVEL 8.2	81,545	83,388
LEVEL 8.3	84,201	86,104
LEVEL 8.4	86,692	88,651
LEVEL 8.5	89,185	91,200

MACKAY REGIONAL COUNCIL

SALARIED STAFF: EBA PROPOSAL YEAR 2

Base Increase: 5% effective as at 1 July 2009

Note: 5% base increase (or \$37, whichever is greater)
is included in salaries under columns headed 5 and 4 weeks

LEVEL	5 WEEKS	4 WEEKS
LEVEL 1.1	39,573	40,467
LEVEL 1.2	40,384	41,297
LEVEL 1.3	41,571	42,510
LEVEL 1.4	42,848	43,816
LEVEL 1.5	44,126	45,123
LEVEL 1.6	45,399	46,425
LEVEL 2.1	46,693	47,748
LEVEL 2.2	48,017	49,102
LEVEL 2.3	49,384	50,500
LEVEL 2.4	50,767	51,914
LEVEL 3.1	52,162	53,341
LEVEL 3.2	53,558	54,768
LEVEL 3.3	54,952	56,194
LEVEL 3.4	56,346	57,619
LEVEL 4.1	57,741	59,046
LEVEL 4.2	59,131	60,467
LEVEL 4.3	60,526	61,894
LEVEL 4.4	61,924	63,323
LEVEL 5.1	63,315	64,746
LEVEL 5.2	64,709	66,171
LEVEL 5.3	66,104	67,598
LEVEL 6.1	68,427	69,973
LEVEL 6.2	70,752	72,351
LEVEL 6.3	73,076	74,727
LEVEL 7.1	75,398	77,102
LEVEL 7.2	77,721	79,477
LEVEL 7.3	80,044	81,853
LEVEL 8.1	82,834	84,706
LEVEL 8.2	85,622	87,557
LEVEL 8.3	88,411	90,409
LEVEL 8.4	91,027	93,084
LEVEL 8.5	93,645	95,761

MACKAY REGIONAL COUNCIL

SALARIED STAFF: EBA PROPOSAL YEAR 3

Base Increase: 5% effective as at 1 July 2010

Note: 5% base increase (or \$39, whichever is greater)
is included in salaries under columns headed 5 and 4 weeks

LEVEL	5 WEEKS	4 WEEKS
LEVEL 1.1	41,601	42,541
LEVEL 1.2	42,412	43,370
LEVEL 1.3	43,650	44,636
LEVEL 1.4	44,990	46,007
LEVEL 1.5	46,332	47,379
LEVEL 1.6	47,669	48,746
LEVEL 2.1	49,028	50,136
LEVEL 2.2	50,418	51,557
LEVEL 2.3	51,853	53,025
LEVEL 2.4	53,305	54,509
LEVEL 3.1	54,771	56,009
LEVEL 3.2	56,236	57,507
LEVEL 3.3	57,699	59,003
LEVEL 3.4	59,163	60,500
LEVEL 4.1	60,628	61,998
LEVEL 4.2	62,087	63,490
LEVEL 4.3	63,552	64,988
LEVEL 4.4	65,020	66,489
LEVEL 5.1	66,481	67,983
LEVEL 5.2	67,945	69,480
LEVEL 5.3	69,409	70,977
LEVEL 6.1	71,848	73,471
LEVEL 6.2	74,289	75,968
LEVEL 6.3	76,730	78,464
LEVEL 7.1	79,168	80,957
LEVEL 7.2	81,607	83,451
LEVEL 7.3	84,046	85,945
LEVEL 8.1	86,976	88,941
LEVEL 8.2	89,903	91,934
LEVEL 8.3	92,832	94,930
LEVEL 8.4	95,778	97,938
LEVEL 8.5	98,327	100,549

SCHEDULE B**WAGE SCALES – OUTSIDE STAFF****MACKAY REGIONAL COUNCIL****OUTDOOR STAFF: EBA PROPOSAL YEAR 1**

Base Increase: 5% effective as at date of Certification of this Agreement

Note: 5% base increase is included in salaries under columns headed 5 and 4 weeks

LEVEL	5 WEEKS	4 WEEKS
LEVEL 1 < 6Mths	34,412	35,190
LEVEL 1	35,132	35,926
LEVEL 2	35,879	36,690
LEVEL 3	36,612	37,439
LEVEL 4	37,353	38,197
LEVEL 5	38,226	39,090
LEVEL 6	39,700	40,597
LEVEL 7	41,167	42,097
LEVEL 8	42,514	43,475
LEVEL 9	44,231	45,230
Building Plumber Level 5	37,672	38,523
Building Plumber Level 6	39,555	40,449
Building Plumber Level 7	41,439	42,375
Building Plumber Level 8	43,322	44,301
Engineering Tradeperson C10	38,226	39,090
Engineering Tradeperson C9	38,633	39,506
Engineering Tradeperson C8	40,878	41,802
Engineering Tradeperson C7	42,514	43,475
Engineering Tradeperson C6	45,984	47,023

MACKAY REGIONAL COUNCIL

OUTDOOR STAFF: EBA PROPOSAL YEAR 2

Base Increase: 5% effective as at 1 July 2009

Note: 5% base increase (or \$37, whichever is greater)
is included in salaries under columns headed 5 and 4 weeks

LEVEL	5 WEEKS	4 WEEKS
LEVEL 1 < 6Mths	36,337	37,114
LEVEL 1	37,057	37,850
LEVEL 2	37,804	38,614
LEVEL 3	38,536	39,363
LEVEL 4	39,277	40,121
LEVEL 5	40,151	41,045
LEVEL 6	41,685	42,627
LEVEL 7	43,226	44,202
LEVEL 8	44,641	45,649
LEVEL 9	46,443	47,492
Building Plumber Level 5	39,596	40,449
Building Plumber Level 6	41,533	42,472
Building Plumber Level 7	43,511	44,493
Building Plumber Level 8	45,489	46,516
Engineering Tradeperson C10	40,151	41,045
Engineering Tradeperson C9	40,565	41,481
Engineering Tradeperson C8	42,923	43,892
Engineering Tradeperson C7	44,641	45,649
Engineering Tradeperson C6	48,284	49,374

MACKAY REGIONAL COUNCIL

OUTDOOR STAFF: EBA PROPOSAL YEAR 3

Base Increase: 5% effective as at 1 July 2010

Note: 5% base increase (or \$39, whichever is greater)
is included in salaries under columns headed 5 and 4 weeks

LEVEL	5 WEEKS	4 WEEKS
LEVEL 1 < 6Mths	38,365	39,142
LEVEL 1	39,085	39,878
LEVEL 2	39,832	40,642
LEVEL 3	40,564	41,391
LEVEL 4	41,305	42,149
LEVEL 5	42,179	43,097
LEVEL 6	43,770	44,759
LEVEL 7	45,387	46,412
LEVEL 8	46,873	47,931
LEVEL 9	48,765	49,866
Building Plumber Level 5	41,624	42,477
Building Plumber Level 6	43,610	44,595
Building Plumber Level 7	45,687	46,718
Building Plumber Level 8	47,763	48,842
Engineering Tradeperson C10	42,179	43,097
Engineering Tradeperson C9	42,593	43,555
Engineering Tradeperson C8	45,069	46,087
Engineering Tradeperson C7	46,873	47,931
Engineering Tradeperson C6	50,698	51,843

SCHEDULE C

SALARY SCALES – MACKAY ENTERTAINMENT AND CONVENTION CENTRE STAFF

MACKAY REGIONAL COUNCIL**MECC STAFF: EBA PROPOSAL YEAR 1**

Base Increase: 5% effective as at date of Certification of this Agreement

Note: 5% base increase is included in salaries under columns headed 5 and 4 weeks

LEVEL	5 WEEKS	4 WEEKS
LEVEL 1	29,875	30,549
LEVEL 1.1	30,473	31,159
LEVEL 1.2	31,081	31,782
LEVEL 1.3	31,702	32,417
LEVEL 1.4	32,336	33,065
LEVEL 2	32,398	33,129
LEVEL 2.1	33,208	33,957
LEVEL 2.2	34,038	34,806
LEVEL 2.3	34,882	35,669
LEVEL 2.4	35,754	36,561
LEVEL 3	36,610	37,435
LEVEL 3.1	37,525	38,372
LEVEL 3.2	38,462	39,330
LEVEL 3.3	39,424	40,313
LEVEL 3.4	40,409	41,321
LEVEL 4	41,368	42,302
LEVEL 4.1	42,402	43,359
LEVEL 4.2	43,462	44,443
LEVEL 4.3	44,548	45,554
LEVEL 4.4	45,662	46,692
LEVEL 5	46,810	47,866
LEVEL 5.1	47,980	49,063
LEVEL 5.2	49,179	50,288
LEVEL 5.3	50,408	51,545
LEVEL 5.4	51,667	52,833
LEVEL 6	52,895	54,089
LEVEL 6.1	54,217	55,441
LEVEL 6.2	55,572	56,827
LEVEL 6.3	56,960	58,246
LEVEL 6.4	58,385	59,703

MACKAY REGIONAL COUNCIL

MECC STAFF: EBA PROPOSAL YEAR 2

Base Increase: 5% effective as at 1 July 2009

Note: 5% base increase (or \$37, whichever is greater)
is included in salaries under columns headed 5 and 4 weeks

LEVEL	5 WEEKS	4 WEEKS
LEVEL 1	31,798	32,473
LEVEL 1.1	32,396	33,083
LEVEL 1.2	33,005	33,706
LEVEL 1.3	33,626	34,341
LEVEL 1.4	34,260	34,989
LEVEL 2	34,322	35,053
LEVEL 2.1	35,132	35,881
LEVEL 2.2	35,962	36,730
LEVEL 2.3	36,806	37,593
LEVEL 2.4	37,678	38,485
LEVEL 3	38,534	39,359
LEVEL 3.1	39,449	40,296
LEVEL 3.2	40,386	41,298
LEVEL 3.3	41,395	42,330
LEVEL 3.4	42,430	43,388
LEVEL 4	43,437	44,418
LEVEL 4.1	44,523	45,528
LEVEL 4.2	45,635	46,666
LEVEL 4.3	46,776	47,832
LEVEL 4.4	47,945	49,027
LEVEL 5	49,150	50,260
LEVEL 5.1	50,379	51,517
LEVEL 5.2	51,638	52,804
LEVEL 5.3	52,928	54,124
LEVEL 5.4	54,251	55,476
LEVEL 6	55,540	56,795
LEVEL 6.1	56,928	58,213
LEVEL 6.2	58,351	59,668
LEVEL 6.3	59,808	61,159
LEVEL 6.4	61,304	62,689

MACKAY REGIONAL COUNCIL

MECC STAFF: EBA PROPOSAL YEAR 3

Base Increase: 5% effective as at 1 July 2010

Note: 5% base increase (or \$39, whichever is greater)
is included in salaries under columns headed 5 and 4 weeks

LEVEL	5 WEEKS	4 WEEKS
LEVEL 1	33,826	34,502
LEVEL 1.1	34,424	35,113
LEVEL 1.2	35,033	35,735
LEVEL 1.3	35,654	36,370
LEVEL 1.4	36,288	37,018
LEVEL 2	36,350	37,082
LEVEL 2.1	37,160	37,910
LEVEL 2.2	37,990	38,759
LEVEL 2.3	38,834	39,622
LEVEL 2.4	39,706	40,513
LEVEL 3	40,562	41,388
LEVEL 3.1	41,477	42,305
LEVEL 3.2	42,414	43,363
LEVEL 3.3	43,465	44,447
LEVEL 3.4	44,551	45,557
LEVEL 4	45,608	46,638
LEVEL 4.1	46,749	47,804
LEVEL 4.2	47,917	48,999
LEVEL 4.3	49,115	50,224
LEVEL 4.4	50,342	51,479
LEVEL 5	51,608	52,773
LEVEL 5.1	52,898	54,093
LEVEL 5.2	54,219	55,444
LEVEL 5.3	55,575	56,830
LEVEL 5.4	56,963	58,250
LEVEL 6	58,317	59,634
LEVEL 6.1	59,774	61,124
LEVEL 6.2	61,268	62,652
LEVEL 6.3	62,799	64,217
LEVEL 6.4	64,369	65,823

SCHEDULE D

RECLASSIFICATION PROCEDURE FOR SALARIED STAFF



1. Introduction

Where an employee considers the classification level assigned to their position does not properly reflect the duties and responsibilities of the position, the employee may seek a reclassification of his/her position.

The reclassification procedure enables all employees to clearly outline factors relevant to their position, which may warrant reclassification. These factors include:

- Increase in the volume of work
- Changes in the level of skills/qualifications
- Increase in the levels of responsibility (articulated in the revised position description)
- Changes in the value of work

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 their position has changed to such an extent that reclassification is requested.

2. Procedure

The reclassification procedure is only for use in situation where employees and/or their Supervisors 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.

As the classification review process is based on an assessment of the duties and responsibilities of the position at the time the claim is submitted, it is imperative that these are firmly established as part of this process. Claims for classification review will not generally be considered by Human Resources unless the duties and responsibilities required of the position, articulated in a revised position description, have been agreed between staff member, his/her Supervisor, Program Manager and Director.

Below is the following procedure is to be undertaken:

Step 1:

The employee is required to complete a Request for Reclassification of Position form. This form is available on the intranet under *Human Resources*, and then under *General*, (form is attached).

Step 2:

Employees are also required to submit any adjustments to their position description with the reclassification form. (Definition of position description is attached).

Step 3:

Once the employee has completed the reclassification form (including revised position description), the request must be accompanied by a recommendation from the immediate Supervisor, Program Manager and relevant Director.

- If the request is recommended for approval by the Program Manager/ Director, it is then submitted to the Human Resources Program.

Step 4:

The Human Resources Program will contact the employee on receipt of the request. The contact will involve a telephone call and acknowledgment letter.

Step 5:

The Human Resources Program will then investigate the merits of the request, as follows:

- An interview (and any other investigations as are necessary) will be conducted with the staff member, their Supervisor and Program Manager and also the relevant Director if deemed necessary.
- The request is considered in line with both the Award provisions and the issues as outlined in the request for reclassification position form by the employee and his/her Supervisor and or Program Manager.

This assessment will be in terms of the duties and responsibilities required of the staff member; it is not an assessment of the staff member's work performance or capacity.

Employees should note that it is not appropriate to reward above-average or outstanding performance through an upwards reclassification level where the requested higher level is not consistent with the position requirements.

- The Human Resources Program will then make a recommendation which will be forwarded to the Executive Management Team for consideration and determination.
- The Human Resources Program will contact the employee to update them on the status of their request. This feedback will involve a telephone call and a letter.

Step 6:

If approved by the Executive Management Team the reclassification is returned to the Human Resources Program for implementation.

Please note: All approved reclassification requests will be at the first increment of the level.

3. Timeframe

The reclassification procedure will not exceed a period of three (3) months following the submission of a request for reclassification. In the event of this being exceeded and the Application is successful, the employee shall be back paid to the date three (3) months after the application is made.

4. Notification

All employees will be contacted on the outcome of their reclassification request, by the following methods:

- Telephone call to the employee to notify them of the outcome.
- Letter to the employee outlining the outcome.
- Letter copied to Pay and Benefits to update the employees details.
- Email notification to the Supervisors and or Program Manager to notify them of the decision.

ATTACHMENT A: RECLASSIFICATION FORM

**Mackay Regional Council Certified Agreement 2008
REQUEST FOR RECLASSIFICATION OF POSITION**

DATE SUBMITTED BY EMPLOYEE:	
DATE RECEIVED BY SUPERVISOR:	
DATE RECEIVED BY PROGRAM MANAGER:	
DATE RECEIVED BY DIRECTOR:	
DATE RECEIVED BY HUMAN RESOURCES:	

Name: _____

Employee Number: _____

Position: _____

Current Level / Classification: _____

Requested Level / Classification _____

PD Revised by Employee Yes No

PD Approved by Supervisor Yes No

PD Approved by Director Yes No

EMPLOYEE'S COMMENTS

Please complete the following questions and ensure these changes in the position are captured in the revised position description.

(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 and qualifications 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 _____

PROGRAM MANAGER'S COMMENTS

Program Manager's Signature _____

Date _____

DIRECTOR'S RECOMMENDATION

Director's Signature _____

Date _____

EXECUTIVE TEAM DECISION

Approved Not Approved

If Approved:

Recommended New Classification Level: _____

Effective Date _____

Other Comments:

Action by Human Resource Program _____

Date _____

WHAT IS A POSITION DESCRIPTION?

ATTACHMENT B: DEFINITION OF A POSITION DESCRIPTION

A position description (PD) is a written statement of the primary tasks, functions, responsibilities, interactions and qualifications and experience attached to a specific position.

All full-time and fractional positions at Mackay Regional Council have a PD outlining the responsibilities and primary tasks of the position.

In general terms, a PD should:

- Provide a clear and concise description of the whole position so that its purpose is clearly understood;
- Describe each major task clearly and in a separate sentence;
- Determine the level of direction and supervision required to conduct the functions of the position and the interaction with other positions within Council to achieve a given result; and
- Provide a context for understanding the objectives of the position by defining and clarifying its responsibilities, supervision, relationships and qualifications and skills required to perform the duties of the position.
- PDs will need to be amended from time to time to reflect changes in the nature of work to be performance and/or changes in reporting details. If amendments are proposed, you will be consulted on the proposed changes with a view to the changes being agreed between you and your Supervisor/ Program Manager.
- PDs should be reviewed on a regular basis in order to ensure that they accurately reflect the requirements of the position.

Where there is a change in the duties required or an increase in the level of responsibility, a review should be undertaken by Human Resources to ascertain if the duties are commensurate with the current classification level.

SCHEDULE E**WORKPLACE CONSULTATIVE TEAM CHARTER****1. NAME**

The name of the consultative team shall be the Mackay Regional Council Workplace Consultative Team. (Hereinafter referred to as the Team).

2. OBJECTIVE

The aim of the Team is to provide a forum for consultation between Council and its employees, to achieve:

1. To promote Council as an employer of choice
2. Effective and productive workplace reforms.
3. Enhanced career opportunities for employees and more fulfilling, rewarding, varied and better-paid work.
4. Promote and implement Health and Wellbeing initiatives

3. SCOPE

This scope of the Committee is:

1. Foster Mackay Regional Council as an employer of choice
2. Promote and implement Health and Wellbeing initiatives
3. Participation in and support for continuous improvement activities and programs.
4. Assisting to develop our people through relevant learning and application of knowledge and skills.
5. Establishing appropriate communication processes and methods, fostering engagement and involvement of the workforce and encouraging ownership.
6. Not involved in daily operational and administrative matters.
7. Installing and advancing values and behaviours for the Team and the organisation. Providing shared leadership.

4. DECISION MAKING

The Team shall report and make recommendations to the Chief Executive Officer.

Recommendations shall be based on a majority consensus, noting the dissenting views.

5. MEMBERSHIP

The Team shall be representative of Mackay Regional Council's workforce and include positions for:

- Two (2) Salaried Officers and two (2) Outdoor staff covered by this Certified Agreement from each of the three (3) amalgamated Councils as detailed in Clause 8.1.1(c) of this Agreement.
- Four (4) Management Representatives

Members may be accompanied by their nominated representative to provide them with advice during any Consultative Team Meeting.

6. ELECTION OF EMPLOYEE REPRESENTATIVES

1. An election of respective representatives will be conducted biennially.
2. Nominees will be called from all staff.
3. Election will be by secret ballot not sooner than two (2) weeks following close of nominations. Each staff member will be entitled to one vote.
4. The employee representatives will represent discrete groups of staff.

7. APPOINTMENT OF MANAGEMENT REPRESENTATIVES

The Chief Executive Officer shall appoint the Management representatives to the Team.

8. CHAIRPERSON

The Team members will elect a Chairperson and Deputy Chairperson for periods of twelve (12) months. Towards the end of each twelve (12) month term, Team members will elect a Chairperson and Deputy Chairperson for the ensuing twelve (12) months.

9. SECRETARY

Minutes shall be taken by the Secretary allocated to the Team by the Council.

The Secretary shall be responsible for preparing meeting agendas, notices of meetings and other administrative duties as directed.

10. TRAINING

All Members of the Team will undergo appropriate training and education to effectively understand and participate in the Consultative Team.

11. SUPPORT SERVICES

The Council shall provide a meeting place and clerical assistance for the Team.

12. MEETINGS

The following procedure shall apply:

1. Meetings shall be held monthly initially and bimonthly thereafter at a time determined by the Team.
2. The Team shall regulate the time and place of its meeting.
3. A Special Meeting of the Team may be called, with at least 24 hours notice, by the Chief Executive Officer or any three members.
4. Quorum for meetings of the Team shall be a minimum of two thirds of Team members
5. Minutes shall be prepared and distributed promptly after each meeting and shall be placed on staff noticeboards at all convenient workplaces. Other appropriate forms of communication will be considered (e.g. *Pipeline*, intranet).
6. No proxies will be allowed to attend Team Meetings.

13. INFORMATION AND ADVICE FOR THE TEAM

1. The Team shall have access to all information within Council's resources and records which is necessary for it to effectively discharge its responsibilities in accordance with all relevant information including privacy legislation. This does not include personnel files or documents considered confidential in accordance with the principles outlined in section 463(1) of the *Local Government Act 1993*.

14. ATTENDANCE OF NON-MEMBERS

The Team, through majority agreement of Team members, may invite non-member observers and advisers to attend meetings of the Team to facilitate exchange of information and to provide specialist advice and counsel to the Team.

15. EMPLOYEE REPRESENTATIVES COMMUNICATION WITH CONSTITUENTS

Employee representatives on the Team shall have reasonable time allowed to discuss with constituent's recommendations of the Team, which directly affect such constituents.

Management shall have the right to arrange such consultation in block release to facilitate communications and prevent disruptions of work.

16. MONITORING

1. The Team shall report all its recommendations through the Chairperson and Secretary or any other members as the Team may decide.
2. Management shall be responsible for ensuring the Team has adequate resources to investigate and report on its functions and obligations.

17. CHANGING THE CHARTER

The Charter may only be amended upon consensus of the Team, following exhibition to all staff after a period of fourteen (14) days.

SCHEDULE F

TERMS OF REFERENCE FOR MACKAY REGIONAL COUNCIL LOCAL GOVERNMENT EMPLOYMENT GROUP

Purpose

The purpose of the Local Government Employment Group (LGEG), is to act as the primary consultation and industrial relations forum between Management and Unions concerning all employment, local government reform and industrial matters arising at the Mackay Regional Council.

Composition

The Group will comprise representatives of the Mackay Regional Council Management Team, and Unions and Union Delegates representing employees. A full list of Union Officials and Delegates is attached.

Roles of the LGEG

The roles of the Mackay Regional Council LGEG, will be to consult, advise, and attempt to resolve all industrial relations and employment matters.

The initial “key” roles (but not limited to) of the LGEG will be:

- A *primary* focus will be to develop, negotiate and agree upon and oversee the implementation of the first Union Certified Agreement for the amalgamated Mackay Regional Council on or before 15 March 2009.
- The LGEG will act as the primary consultation forum between Unions and Management concerning all industrial relations and employment matters.
- The LGEG will oversee the implementation of any employment matters arising in regards to the application of the Local Government Workforce Transition Code of Practice or Local Government reform matters at the Mackay Regional Council.
- The LGEG will consult on all proposed employee related Council policies considered appropriate for the LGEG to review before they are implemented.

Member Attitudes and Attributes

LGEG membership carries with it significant responsibilities and requires a substantial commitment.

Therefore, committee members should have the following attitudes and attributes:

- Display positive leadership
- Good interpersonal relationships in the work area
- The respect of peers
- A positive interest in workplace involvement and reform
- Knowledge of work unit activities
- Effectively negotiate on issues
- A open mind to organisational change
- Advocate issues of importance to Management and/or LGEG

LGEG members also need specific skills to undertake committee tasks. However, the lack of these skills does not prevent a person from becoming a LGEG member

Roles and Principles of LGEG Committee Members

The roles of individual LGEG members are as follows:

- Participate as a team member and actively contribute to Committee tasks
- Attend all LGEG meetings (if possible and as an important task) and be punctual.
- Conduct tasks assigned by the LGEG to a high standard and on time
- Prepare for meetings by reading the agenda and understanding actions necessary before the meeting
- Consult employees and other Committees (Union delegates will consult with Union members and officials and inform members of their respective Unions.)
- Promote the LGEG and the consultative structure
- Instil the values of Mackay Regional Council

Operate on the following principles:

- Be committed to the LGEG
- Actively represent the constituents – employees, Management or Unions
- Nobody’s opinion is wrong – just different
- Share the responsibilities
- Stick to the facts
- When you are not talking, LISTEN
- Help other members get their point across
- Promote an atmosphere of co-operation and goodwill
- Research and discuss the problem, not the person
- Make decisions by consensus
- Keep an open mind
- Maintain confidentiality of sources when required
- Encourage and support other LGEG members

Role of the LGEG Committee Chair

As well as fulfilling the roles and abiding by the principles of Committee members, the roles of the LGEG chair are as follows:

Meeting Roles

- Run meetings following the agenda
- Open and close the meetings on time
- Keep meetings to the agenda
- Encourage participation
- Ensure all members can put their point of view
- Facilitate the achievement of consensus decisions
- Mediate the resolution of conflict
- Set meeting times and venues that have member consensus

COMMUNICATION ACTIVITIES

- Attend other Committee meetings if required and keep your Committee informed of outcomes
- Liaise with other Committee chairs
- Maintain communication with local Management
- Ensure employees receive information from the LGEG and that they have the opportunity to provide feedback and input
- Ensure there is consultation between the LGEG and employees

MEMBER DEVELOPMENT

- Coordinate the learning activities of Committee members to develop competencies they need to undertake assigned tasks
- Liaise with Management to resource learning activities

Resourcing

Liaise with Management to procure the resources necessary to support the Communication and Consultation Structure of the LGEG activities

Communication and Consultation

The LGEG need to keep employees informed about Committee activities and issues through the consultative structure. Additionally, the LGEG, in consultation, need to collect feedback from employees for the LGEG to action / resolve, as well as gather ideas for process and workplace improvements. These Committees also need to consult employees and assist the SBU with Enterprise Bargain ideas.

LGEG Proxy and Quorum Requirements

Proxies for LGEG members will be permitted and will be nominated by the relevant committee member.

A quorum for each meeting is required and shall comprise of 50% Management representatives and 50% Union representatives.

Minutes

The format for minutes is up to each Committee however; minutes should cover the following points:

- Date, start and end
- Attendance list and apologies
- Record of agreement with previous minutes
- Record of issues raised from previous minutes with detail on the outcome or action
- Record of external items with detail of outcome or actions
- Record of new items with details of outcomes or actions
- Record of next meeting arrangements – date, time, and location
- Action Plan / Follow-up List

Agenda

Agenda format is up to each Committee, however, agenda should cover the following:

- Notice of meeting date, time and location
- Apologies
- Previous minutes ratified and business arising
- External business
- New business
- General business
- Next meeting
- Meeting Evaluation
- Purpose of the Committee should be on the bottom of the Agenda

Other Items

Representatives of the Management Team will have the delegated authority to make decisions with the exception of those items where cost implications and further investigations are required, or where Council/Executive Team approval is required.

Meetings will be held on bi - monthly basis, or as frequently as the LGEG considers appropriate to ensure all tasks are progressed effectively with meeting times from 9:30am (and a Union Caucus meeting between 8:30am – 9:30am) exclusive of travel time. Mackay Regional Council employees who are representatives of the LGEG will be afforded all reasonable time to travel, attend and participate, and report back to their constituents on issues arising from meetings.

Any agenda items will be circulated at least five (5) days prior to the meeting.

SCHEDULE G**CAREER PATH FOR PLUMBERS UNDER THE BUILDING TRADES PUBLIC SECTOR AWARD – STATE WHO ARE NOT OTHERWISE SUBJECT TO A CAREER PATH PROVIDED UNDER THEIR RESPECTIVE STATE AWARD****DESCRIPTION****MACKAY REGIONAL COUNCIL – PLUMBER (LEVEL 5 100%)****THE POSITION****1. POSITION DETAILS****Title Plumber****Award Building Trades Public Sector Award – State****Stream Services Stream****Level Plumber Level 5 (100% of M.C.C. Base Plumbing Rate)****Prerequisite A Current Licence with the Plumbers and Drainers Licensing Board****Directorate Mackay Regional Council – Water and Building/Maintenance****2. POSITION OBJECTIVES**

To provide trade level support and assistance (under limited supervision) to the appropriate coordinator to ensure that the Council's water and sewerage system and Council plumbing installations are effectively maintained.

3.1 Skills – Requirements

Those of the Building Trades Award State Level 4 and to the level of skills and training:

Understanding of quality control techniques;

Ability to inspect products and/or materials for conformity with established standards;

Good interpersonal communication skills;

Ability to work in a safe manner as not to cause self injury or injury to others;

Ability to exercise discretion and utilise basic fault finding skills in the cause of their work;

Ability to work under limited supervision either individually or in a team environment;

Ability to instruct apprentices in the correct performance of work.

3.2 Indicative Tasks

The following tasks are indicative of Level 5:

- Carry out tasks from basic plans, sketches and drawings in conjunction with appropriate written or verbal instructions;
- Select materials and operate machinery and/or equipment to produce articles in accordance with trade standards;
- Identify and initiate relevant action to obtain materials, tools and machinery requirements for a particular job;
- Maintenance and use of hand held pneumatic, power and personal tools;
- Understands and undertakes basic quality control/assistance procedures on the work of employees in lower classifications;
- Assist in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
- Operates all lifting equipment incidental to his/her work;
- Performs non-trade tasks incidental to his/her work;
- Performs work which, while primarily involving the skills of an employees trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
- Approves and passes first off samples and maintains quality of product;
- Operates, sets up and adjust all production machinery within the trade to the extent of training given;
- Can perform maintenance functions; and
- Other tasks as directed in accordance with their level of skill and training.

4.1 Relevant Training

Training necessary to reach Level 5 within six months of commencing work for the Council. This will include on-the-job training in the placement of valves, pits etc and Council procedures.

The following training is training agreed to be relevant to be made available in accordance with the Mackay Regional Council training policy and Enterprise Agreement: Backflow Prevention, Thermostatic Mixing Valves, Restricted Electrical, Chainsaw (Safety, Maintenance and Crosscutting), Computer Training, Environmental Management, Fire Extinguisher, First Aid and Cardiopulmonary Resuscitation, Frontline Management, Hazardous Substances, Industry relevant courses such as AS 3500 upgrade course and backflow re-validation, Lifting equipment, Manual handling, Plant (Safety), Sun Safety (Cancer Awareness, Telstra Plant Location, Traffic Control, Trench and Excavation Safety, Water Industry Pipeline Technology (Construction and Maintenance Methods), Workplace Health and Safety Inductions/Revision.

Such other training as from time to time identified as being necessary for the efficient operation of the employer.

DESCRIPTION**MACKAY REGIONAL COUNCIL – PLUMBER (LEVEL 6 105%)****THE POSITION****1. POSITION DETAILS****Title Plumber****Award Building Trades Public Sector Award – State****Stream Services Stream****Level Plumber Level 6 (105% of M.C.C. Base Plumbing Rate)****Prerequisite A Current Licence with the Plumbers and Drainers Licensing Board and six months experience in competent performance of work required within Mackay Regional Council – Water and Building Maintenance****Directorate Mackay Regional Council – Water and Building/Maintenance****2. POSITION OBJECTIVES**

To provide trade level support and assistance (under limited supervision) to the appropriate coordinator to ensure that the Council's water and sewerage system and Council plumbing installations are effectively maintained.

3.1 Skills – Requirements

Those of the Building Trades Award State Level 5 and to the level of skills and training and a knowledge of work systems and procedures within the Council such as location of valves and pits and:

Perform work under general supervision either individually or in a team environment. Is able to examine, evaluate and develop solutions to problems within the scope of this level;

Understand and implement quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;

Exercise discretion and utilise fault finding skills in the course of their work;

Work in a safe manner so as not to injure themselves or other employees. Is able to identify hazards and unsafe work practices which may affect others in the team environment;

Exercise good interpersonal skills;

Provides guidance assistance as part of a work team;

Whilst undertaking structured training perform work within the scope of that training subject to safety and training requirements.

It is expected that a tradesperson would achieve this level of skill and competence within six months of commencing work at the Council.

3.2 Indicative Tasks

The following tasks are indicative of Level 6:

Read, interpret and calculate information from production drawing, prints or plans;
Assist in the provision of on-the-job training in conjunction with other tradespersons and supervisors;
Exercise trades skills relevant to the requirements of the enterprise at a level higher than an employee at Level 5;
Operates a wide range of complex machines or equipment in the workplace;
Ability to apply relevant legislation to work of self and others;
Any other tasks as directed in accordance with their level of skill training.

4.1 Relevant Training

The following training is training agreed to be relevant to be made available in accordance with the Mackay Regional Council training policy and Enterprise Agreement.

Backflow Prevention, Thermostatic Mixing Valves, Restricted Electrical, Chainsaw (Safety, Maintenance and Crosscutting), Computer Training, Environmental Management, Fire Extinguisher, First Aid and Cardiopulmonary Resuscitation, Frontline Management, Hazardous Substances, Industry relevant courses such as AS 3500 upgrade course and backflow re-validation, Lifting equipment, Manual handling, Plant (Safety), Sun Safety (Cancer Awareness, Telstra Plant Location, Traffic Control, Trench and Excavation Safety, Water Industry Pipeline Technology (Construction and Maintenance Methods), Workplace Health and Safety Inductions/Revision.

Such other training as from time to time identified as being necessary for the efficient operation of the employer.

DESCRIPTION**MACKAY REGIONAL COUNCIL – PLUMBER (LEVEL 7 110%)****1. THE POSITION****Title Plumber****Award Building Trades Public Sector Award – State****Stream Services Stream****Level Plumber Level 7 (110% of M.C.C. Base Plumbing Rate)****Prerequisite A Current Licence with the Plumbers and Drainers Licensing Board and experience in competent performance of work required within Mackay Regional Council – Water and Building Maintenance and 120 hours of accredited training or equivalent experience.****Directorate Mackay Regional Council – Water and Building/Maintenance****2. POSITION OBJECTIVES**

To provide trade level support and assistance (under limited supervision) to the appropriate coordinator to ensure that the Council's water and sewerage system and Council plumbing installations are effectively maintained.

3.1 Skills – Requirements

Those of the Building Trades Award State Level 6 and to the level of skills and training and a knowledge of work systems and procedures within the Council such as location of valves and pits and 120 accredited training or equivalent experience:

Exercise the skills attained through satisfactory completion of the training and standard prescribed for this classification;

Provide guidance and assistance as part of a work team;

Assist in the provision of training in conjunction with supervisors and trainers;

Understand and implement quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;

Work in a safe manner so as not to injure themselves or other employees. Is able to identify hazards and unsafe work practices which may affect others in the team environment;

Exercise excellent interpersonal skills;

Perform work under limited supervision either individually or in a team environment;

Exercise discretion within their level of skill.

3.2 Indicative Tasks

The following tasks are indicative of Level 7:

Exercise high precision trade skills using various materials and/or specialised techniques;
Utilising additional trade licenses;
Utilising post trade skills;
Perform operations on a CAD/CAM terminal in performance of routine modifications.

4.1 Relevant Training

The following training is training agreed to be relevant to be made available in accordance with the Mackay Regional Council training policy and Enterprise Agreement.

Backflow Prevention, Thermostatic Mixing Valves, Restricted Electrical, Chainsaw (Safety, Maintenance and Crosscutting), Computer Training, Environmental Management, Fire Extinguisher, First Aid and Cardiopulmonary Resuscitation, Frontline Management, Hazardous Substances, Industry relevant courses such as AS 3500 upgrade course and backflow re-validation, Lifting equipment, Manual handling, Plant (Safety), Sun Safety (Cancer Awareness, Telstra Plant Location, Traffic Control, Trench and Excavation Safety, Water Industry Pipeline Technology (Construction and Maintenance Methods), Workplace Health and Safety Inductions/Revision.

Such other training as from time to time identified as being necessary for the efficient operation of the employer.

DESCRIPTION**MACKAY REGIONAL COUNCIL – PLUMBER (LEVEL 8 115%)****1. THE POSITION****Title Plumber****Award Building Trades Public Sector Award – State****Stream Services Stream****Level Plumber Level 8 (115% of M.C.C. Base Plumbing Rate)****Prerequisite A Current Licence with the Plumbers and Drainers Licensing Board and experience in competent performance of work required within Mackay Regional Council – Water and Building Maintenance and 240 hours of accredited training or equivalent experience.****Directorate Mackay Regional Council – Water and Building/Maintenance****2. POSITION OBJECTIVES**

To provide trade level support and assistance (under limited supervision) to the appropriate coordinator to ensure that the Council's water and sewerage system and Council plumbing installations are effectively maintained.

3.1 Skills – Requirements

Those of the Building Trades Award State Level 7 and to the level of skills and training and a knowledge of work systems and procedures within the Council and a further 120 accredited training or equivalent experience:

Exercise the skills attained through satisfactory completion of the training and standard prescribed for this classification;

Provide guidance and assistance as part of a work team;

Assist in the provision of training in conjunction with supervisors and trainers;

Understand and implement quality control techniques and is responsible for the quality of their work and is able to identify faults in the work of others at this or lower levels;

Work in a safe manner so as not to injure themselves or other employees. Is able to identify hazards and unsafe work practices which may affect others in the team environment;

Exercise excellent interpersonal skills;

Perform work under remote supervision either individually or in a team environment;

Exercise discretion within their level of skill; and

Reads, interprets and applies information from plans.

3.2 Indicative Tasks

The following tasks are indicative of Level 8:

Exercise high precision trade skills using various materials and/or specialised techniques;

Utilising additional trade licenses;

Utilising post trade skills;

Perform operations on a CAD/CAM terminal in performance of routine modifications; and

Exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, and design or commissioning of systems such as water supply, sanitary, waste disposal and drainage.

4.1 Relevant Training

The following training is training agreed to be relevant to be made available in accordance with the Mackay Regional Council training policy and Enterprise Agreement.

Backflow Prevention, Thermostatic Mixing Valves, Restricted Electrical, Chainsaw (Safety, Maintenance and Crosscutting), Computer Training, Environmental Management, Fire Extinguisher, First Aid and Cardiopulmonary Resuscitation, Frontline Management, Hazardous Substances, Industry relevant courses such as AS 3500 upgrade course and backflow re-validation, Lifting equipment, Manual handling, Plant (Safety), Sun Safety (Cancer Awareness, Telstra Plant Location, Traffic Control, Trench and Excavation Safety, Water Industry Pipeline Technology (Construction and Maintenance Methods), Workplace Health and Safety Inductions/Revision.

Such other training as from time to time identified as being necessary for the efficient operation of the employer

SCHEDULE H**DIVISION AND POSITION LEVEL DESCRIPTORS****ADMINISTRATION SERVICES STREAM**

Trainees may engaged in this stream.

LEVEL 1**Characteristics of The Level**

At the first level of the Administration Services stream, employees work under close direction and undertake routine activities which require the practical application of basic skills and techniques.

General features at this level consist of performing clearly defined activities with outcomes being readily attainable and clearly defined. Employees' duties at these level will be closely monitored with instruction and assistance being readily available.

Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.

Positions initially at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the work section.

Employees will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.

Supervision of other staff is not a feature at this level.

REQUIREMENTS OF THE JOB

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- a developing knowledge of the section/department function and operation;
- basic knowledge of clerical/administrative practices and procedures relevant to the work area;
- a developing knowledge of work practices and policies of the relevant work area;
- basic numeracy, keyboard, written and verbal communication skills relevant to the work area;
- no formal qualifications required at this level;
- at this level, Employers are expected to offer substantial on-the-job training;
- it is desirable that employees are studying for an appropriate certificate or undertaking either internal or external training of a clerical/administrative nature.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake routine activities of a clerical and/or support nature;
- undertake straight forward operation of keyboard equipment including data input and basic word processing;

- provide routine information including general reception and telephonist duties;
- perform general stenographic duties;
- apply established practices and procedures.

Organisational Relationships

- works under direct supervision

Extent Of Authority

- work outcomes are clearly monitored;
- freedom to act limited by standards and procedures;
- solutions to problems found in established procedures and instructions, assistance readily available.

LEVEL 2

Characteristics Of The Level

At the second level of the Administration Services stream, employees work under regular direction within clearly defined guidelines and undertake a range of clerical activities requiring the application of acquired skills and knowledge.

General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the employer. In addition, employees may be required to assist senior employees with specific projects.

Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees concerning established procedures.

In addition, employees at this level may be required to assist in establishing procedures to meet the objectives of a minor function.

Employees will be responsible for managing time, planning and organising their own work and may be required to oversight and/or guide the work of a limited number of lower classified employees.

Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

This level is the appointment level for employees who have completed an appropriate certificate and are required to undertake work related to that certificate.

The 4th incremental step of this level is the appointment level for any graduate with a relevant three year Degree who utilise that qualification to undertake professional work within this stream. Graduates will advance to the first step of level 3 after 12 months' satisfactory service.

Requirements Of The Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- basic skills in oral and written communication with clients and other members of the public;
- knowledge of established work practices and procedures relevant to the work area;
- knowledge of policies and regulations relating to the work area;

- understanding of clear but complex rules;
- understanding of basic computing concepts;
- application of techniques relevant to the work area;
- developing knowledge of statutory requirements relevant to the work area;
- no formal qualifications required;

OR entry point for three year Degree/Associate Diploma/appropriate certificate without experience;

OR will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required;

OR appropriate on-the-job training and relevant experience.

Requirements Of The Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- basic skills in oral and written communication with clients and other members of the public;
- knowledge of established work practices and procedures relevant to the work area;
- knowledge of policies and regulations relating to the work area;
- understanding of clear but complex rules;
- understanding of basic computing concepts;
- application of techniques relevant to the work area;
- developing knowledge of statutory requirements relevant to the work area;
- no formal qualifications required;

OR entry point for three year Degree/Associate Diploma/appropriate certificate without experience;

OR will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required;

OR appropriate on-the-job training and relevant experience.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines;
- achieve outcomes which are clearly defined;
- operate a computer and/or programs and peripheral equipment;
- initiate corrective action at an elementary level;

- operate a word processor and/or other business software and be conversant with and utilise the functions of those systems and be proficient in their use;
- operate a desk top publisher at a routine/basic level;
- provide secretarial support requiring the exercise of sound judgement, initiative, confidentiality and sensitivity in the performance of work;
- perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for monies and assistance to clients/ratepayers.

Organisational Relationships

- works under regular supervision;
- oversee and guide a limited number of lower classified employees.

Extent of Authority

- work outcomes monitored;
- freedom to act within established guidelines;
- solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents, guidelines. Assistance available when problems occur;
- graduates receive instructions.

LEVEL 3

Characteristics of the Level

At the third level of the Administration Services stream, employees work under general direction in the application of procedures, methods and guidelines which are well established. However, graduates initially appointed at this level will be under the direct supervision of a senior employee.

General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

Positions at this level allow employees the scope for exercising initiatives in the application of established work procedures.

At this level employees may be required to supervise. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordinator of activities within the work area.

Employees will be responsible for managing and planning their own work and that of subordinate staff and may be required to deal with formal disciplinary issues within the work area.

Supervisors should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff with on-the-job training.

Three year Degree holders shall progress to this level after the completion of 12 months' service at the top of level 2.

This is the appointment level for any graduate with a relevant four year Degree who is required to undertake work within this stream.

Graduates shall advance to the 3rd year incremental step after 12 months' service on the 1st step of the range and shall progress to the 1st step of level 4 after a further 12 months' service.

Employees with certificate qualifications relevant to the work area shall be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake work related to the responsibilities under this level.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- thorough knowledge of work activities performed within the work area;
 - sound knowledge of procedural/operational methods of the work area;
 - may utilise professional or specialised knowledge;
 - ability to apply computing concepts;
 - working knowledge of statutory requirements relevant to the work area;
 - entry level for four year Degree in the relevant discipline;
- OR entry level for three year Degree plus graduate diploma in the relevant discipline;
- OR Associate Diploma with experience;
- OR three year Degree plus one year professional experience in the relevant discipline;
- OR appropriate certificate with relevant experience;
- OR attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake responsibility for various activities in a specialised area;
- exercise responsibility for a function within the work area;
- assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the employee;
- provide secretarial and/or administrative support requiring a high degree of judgement, initiative, confidentiality and sensitivity in the performance of work;
- proficient in the operation of the computer to enable modification and/or correction of computer software systems/packages and/or the identification of operational problems. This level could include systems administrators in small to medium sized Councils whose responsibility includes the security/integrity of the system;
- apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- provide a service utilising the full functions of a desk top publisher;
- where prime responsibility lies in a "professional" field under direct supervision:-
 - (1) employees may undertake some minor phase of a broad or more complex assignment;

- (2) provide assistance to senior employees.

Organisational Relationships

- graduates work under direct supervision;
- works under general supervision;
- supervision of other employees.

Extent of Authority

- graduates receive instructions on the broader aspects of the work;
- freedom to act within defined established practices;
- problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

LEVEL 4

Characteristics of the Level

At the fourth level of the Administration Services stream, employees at this level work under general direction in functions that require the application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.

General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in the discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

Positions may involve a range of work functions which could contain a substantial component of supervision or require employees to provide specialist expertise/advice in their relevant discipline.

Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed within a function or a number of work areas.

Employees require skills in managing time, setting priorities, planning and organising own work and that of subordinate staff, where supervision is a component of the position, to achieve specific objectives.

Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

Graduates will progress to the first incremental step of this level once two years' service at level 3 are completed and will progress to the 3rd incremental step following an additional year of service.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- knowledge of statutory requirements relevant to work area;
- knowledge of section procedures, policies and activities;
- sound discipline knowledge gained through previous experience, training or education;
- knowledge of the role of departments within Council and/or service functions;

- specialists require an understanding of the underlying principles in the relevant disciplines;
 - relevant four year Degree with two years' relevant experience or three year Degree with three years of relevant experience;
- OR Associate Diploma with relevant experience;
- OR lesser formal qualifications with substantial years of relevant experience;
- OR attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake activities which may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
- exercise responsibility for various functions within a work area;
- perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- identification of specific or desired performance outcomes;
- contribute to interpretation and administration of matters for which there are no clearly established procedures;
- provide administrative support of a complex nature to senior employees;
- undertake a wide range of activities associated with program, activity or service delivery;
- undertake computer operations requiring technical expertise and experience and may exercise initiative and judgement in the application of established procedures and practices;
- apply computer programming knowledge and skills in systems development, maintenance and implementation;
- where the prime responsibility lies in a "professional" field, employees at this level:-
 - (1) discuss techniques, procedures and/or results with clients on straight forward matters;
 - (2) lead a team within a discipline related project.

Organisational Relationships

- works under general direction;
- supervises subordinate staff or works in a specialised field.

Extent of Authority

- required to set outcomes within defined constraints;
- provides specialist advice;
- freedom to act governed by clear objectives and/or budget constraints;

solutions to problems generally found in precedents, guidelines or instructions. Assistance usually available.

LEVEL 5**Characteristics of the Level**

At the fifth level of the Administrative Services stream, employees are subject to general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with departmental and/or Council goals.

Employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined.

General features at this level indicate the involvement in establishing sectional/departmental programs and procedures. Positions will include a range of work functions and may involve the supervision of a section or, in the case of small Councils, a department. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of or prepare the departmental budget. Employees at this level will be required to provide expert advice to lower classified employees.

Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience in the discipline. In addition, employees will be required to set priorities and monitor workflows in their area of responsibility (may include establishing work programs in small Councils).

Employees are required to set project priorities, plan and organise their own work and that of subordinate staff and establish the most appropriate operational methods for the section/department. In addition, interpersonal skills are required to gain the co-operation of clients and staff.

Employees responsible for projects and/or functions will be required to establish outcomes to achieve departmental/Council goals. Specialists may be required to provide multi-disciplinary advice.

Graduates will progress to the first incremental step of this level on the completion of two years' service at level 4 and will progress to the 3rd incremental step after a further year of service.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- knowledge of departmental programs, policies and activities;
- sound discipline knowledge gained through experience;
- knowledge of the role of Council's structure and service;
- relevant Degree with relevant experience;

OR Associate Diploma with substantial experience;

OR less formal qualifications with specialised skills sufficient to perform at this level;

OR attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- responsible for a range of functions within the section and/or department requiring a high level of knowledge and skills;
- undertake responsibility for a moderately complex project;

- undertake a minor phase of a broader or more complex professional assignment;
- assist with the preparation or prepare departmental or section budgets;
- set priorities and monitor workflow in areas of responsibility;
- provide expert advice to lower classified employees;
- exercise judgement and initiative where procedures not clearly defined;
- understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of Council's computing operation;
- undertake publicity assignments within the framework of Council's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- where the prime responsibility lies in a "professional" field, employees at this level:-
 - (1) under general direction undertake tasks of a specialised and/or detailed nature;
 - (2) exercise professional judgement within prescribed areas;
 - (3) provide reports on progress of project activities including recommendations.

Organisational Relationships

- works under general direction;
- supervise other employees.

Extent of Authority

- exercise a degree of autonomy;
- control projects and/or programs;
- set outcomes for subordinates;
- establish priorities and monitor workflow in areas of responsibility;
- solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

LEVEL 6

Characteristics of the Level

At the sixth level of the Administrative Services stream, employees operate under limited direction from senior employee(s) and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.

General features at this level allow employees the scope to influence the operational activities of the section, department and/or Council. Employees at this level will be expected to contribute to the management of the section and/or department, assist/prepare budgets, establish procedures and work practices etc. In addition, employees at this level will be required to provide expert advice to lower classified employees.

Positions at this level will require responsibility for decision making in their particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the work section and/or department. Employees will be required to set outcomes for the work area for which they are responsible so as to achieve the objectives of the department and/or Council.

Employees may exercise managerial responsibility for a work area, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs/activities.

Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area.

Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate subordinate staff. Understand and implement effective human resource management practices.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- discipline/specialist skills and/or supervision/management abilities exercised within a multi-disciplinary, or in a major single function, operation;
 - discipline knowledge gained through experience, training or education;
 - appreciation of the long term goals of the organisation;
 - detailed knowledge of program activities and work practices relevant to the work area;
 - knowledge of organisation structures or functions;
 - comprehensive knowledge of Council policies relevant to the section/department;
 - comprehensive knowledge of statutory requirements relevant to the discipline;
 - Degree with substantial experience;
- OR Associate Diploma with substantial experience;
- OR lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake significant projects and/or functions involving the use of analytical skills;
- provide advice on matters of complexity within the work area and/or discipline;
- undertake a range of duties within the work area, including problem definition, planning and the exercise of judgement;
- provide advice on policy matters and contribute to their development;
- negotiate on matters of significance within the section and/or department, with other bodies and/or members of the public;
- control and co-ordinate a work area within budgetary constraints;

- exercise a degree of autonomy, within budgetary constraints, in establishing the operation of the work area;
- undertake duties which involve more than one discipline;
- provide a consultancy service for a range of activities;
- where prime responsibility is in a "professional" field, an employee at this level:-
 - (1) provide support to a range of activities or programs;
 - (2) control and co-ordinate projects;
 - (3) contribute to the development of new procedures and methodology;
 - (4) provide expert/specialist advice/assistance relevant to the discipline;
 - (5) supervise/manage the operation of a discrete element which is part of a larger office;
 - (6) supervise on occasions other professional staff within the discipline;
 - (7) provide consultancy services for a range of activities.

Organisational Relationships

- works under limited direction;
- supervision of staff.

Extent of Authority

- may manage a work area;
- exercise a degree of autonomy (advice available on complex or unusual matters);
- manage significant projects and/or functions.

LEVEL 7

Characteristics of the Level

At the seventh level of the Administrative Services stream, employees operate under limited direction and exercise managerial responsibility for various functions within the department and/or Council or operate as a specialist, a member of a specialised professional team or independently.

General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by Council and/or activities undertaken by sections of the community served by the Council. Employees will also be required to monitor policies and activities within the work area.

Employees are involved in the formation/establishment of programs, the procedures and work practices within the department and will be required to provide assistance to other employees, sections and/or departments.

Positions at this level will demand responsibility for decision making and the provision of expert advice to other areas of Council. Employees would be expected to undertake the control and co-ordination of a section, department and/or significant work area. Employees require a good understanding of the long term goals of Council.

In addition, positions at this level may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice.

The management of staff is normally a feature at this level and employees are responsible for a significant work area. Employees are required to set outcomes in relation to their section and/or function and may be required to negotiate matters on behalf of the work area.

Graduates employed with and required to perform duties relevant to their tertiary qualification shall progress to this level once they have complete three years' satisfactory service at level 6 and undertake work related to the responsibilities under this level.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- comprehensive knowledge of Council policies and procedures;
 - application of a high level of discipline knowledge;
 - qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to Degree level and extensive relevant experience;
- OR less formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard;
- OR a combination of experience, expertise and competence sufficient to perform the duties required at this level.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:

- undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- develop work practices and procedures for various projects;
- establish work area outcomes;
- prepare budget submissions for senior employees and/or Council; develop and implement significant operational procedures;
- review operations to determine their effectiveness;
- develop appropriate methodology and apply proven techniques in providing specialised services;
- where prime responsibility lies in a "professional" field an employee at this level:-
 - (1) control and co-ordinate projects within an organisation in accordance with corporate goals;
 - (2) provide advice on policy matters and contribute to its development;
 - (3) provide a consultancy service to a wide range of clients;
 - (4) functions may involve complex professional problem solving.

Organisational Relationships

- works under limited direction;
- normally supervises other employees and establish and monitor work outcomes.

Extent of Authority

- manage a work area of Council;
- has significant delegated authority. Selection of methods and techniques based on sound judgement. (Guidance not always readily available within the organisation);
- decisions and actions taken at this level may have a significant effect on programs/projects/work areas being managed.

LEVEL 8

Characteristics of the Level

At the eighth level of the Administrative Services stream, employees are subject to broad direction from senior employees and exercise managerial responsibility for a department/Council's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to Council.

General features of this level require the employees' involvement in the initiation and formulation of extensive projects/programs which impact on Council's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

Additional features include providing financial, specialised, technical and professional and/or administrative advice on policy matters within the department and/or Council.

In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals.

Employees at this level require a high level of proficiency in the application of theoretical or scientific approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Positions at this level will demand responsibility for decision making within the constraints of divisional/corporate policy and require the employee to provide advice and support to other areas of Council. Employees at this level will have significant impact upon Council's policies and programs and will be required to provide initiative, the ability to formulate, implement, monitor and evaluate projects and/or programs.

Positions at this level may be identified by the significant independence of action within the constraints of departmental or corporate policy.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- detailed knowledge of Council policy, programs and the procedures and practices;
- high level of discipline knowledge;
- detailed knowledge of statutory requirements;
- qualifications are generally beyond those normally acquired through Degree course and experience in the field of specialist expertise. (Could be acquired through further qualifications in field of expertise or in management.)

OR lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard;

OR a combination of experience, expertise and competence sufficient to perform the duties of the position.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake work of significant scope and/or complexity. Major portion of the work requires initiative;
- undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- undertake functions across a range of administrative, specialist or operational areas which include specific programs/activities, management of service delivery and the provision of high level advice;
- provide specialist advice on policy matters and contribute to the development/review of policies;
- manage extensive projects/programs in accordance with departmental/corporate goals. This may require the development, implementation and evaluation of those goals;
- administer complex policy and program matters;
- offer consultancy service;
- evaluate and develop/revise methodology techniques and/or the application of a high level of analytical skills in the attainment and satisfying of Council objectives;
- where the prime responsibility is in a "professional" field employees at this level:-
 - (1) contribute to the development of operational policy;
 - (2) assess and review the standards and work of other professional personnel/external consultants;
 - (3) initiate and formulate departmental/Council programs;
 - (4) implement Council objectives within corporate goals;
 - (5) develop and recommend ongoing plans and programs for department/Council;
 - (6) provide specialist advice;
 - (7) ensure the outcome of work of significant scope and/or complexity.

Organisational Relationships

- works under broad direction;
- manage a department/section or operate as a senior specialist.

Extent of Authority

- manage a work area of Council at a higher level of ability;
- authority to implement and initiate change in area of responsibility within organisational goals and constraints;
- exercise control of organisational elements, accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control;
- solutions to problems require analytical approach and elements of development and creativity within the scope of divisional/corporate policies. Methods, procedures and processes are less well defined and employees are expected to contribute to their development and adaptation.

COMMUNITY AND ENVIRONMENTAL SERVICES STREAM

Trainees may engaged in this stream.

LEVEL 1

Characteristics of The Level

At the first level of the Community and Environmental Services stream, employees work under close direction and undertake routine activities which require the practical application of basic skills and techniques.

General features at this level consist of performing clearly defined activities with outcomes being readily attainable and clearly defined. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.

Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.

Positions initially at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the work section.

Employees will be responsible for the timeliness of their work and required to use basic numeracy, written and verbal communication skills.

Supervision of other staff is not a feature at this level.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- developing knowledge of the section/department function and operation;
- basic knowledge of administrative practices and procedures relevant to the work area;
- a developing knowledge of work practices and policies of the relevant work area;
- basis numeracy, written and verbal communication skills relevant to the work area;
- no formal qualifications required at this level;
- at this level, employers are expected to offer substantial on-the-job training;
- it is desirable that employees are studying for an appropriate certificate or undertaking either internal or external training;

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake routine activities of a support nature;
- undertake straight forward operation of keyboard equipment including data input and basic word processing;
- provide routine information including general reception and telephonist duties;
- apply established practices and procedures;

- undertake routine library duties involving routine shelving, issues and returns;
- enforce compliance with traffic by-laws and regulations at an elementary level;

Organisational Relationships

- works under direct supervision;

Extent of Authority

- work outcomes are clearly monitored;
- freedom to act limited by standards and procedures;
- solutions to problems found in established procedures and instructions, assistance readily available.

LEVEL 2

Characteristics of the Level

At the second level of the Community and Environmental Services stream, employees work under regular direction within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge. However, graduates initially appointed at the top of this level will be under the direct supervision of a senior employee.

General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the Council. In addition, employees may be required to assist senior employees with specific projects

Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees concerning established procedures. In addition, employees at this level may be required to assist in establishing procedures to meet the objectives of a minor function.

Employees will be responsible for managing time, planning and organising their own work and may be required to oversight and/or guide the work of a limited number of lower classified employees. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

This level is the appointment level for employees who have completed an appropriate certificate and are required to undertake work related to that certificate.

The 4th incremental step of this level is the appointment level for graduates with a relevant three year degree who utilise that qualification to undertake professional work within this stream. Graduates will advance to the first step of level 3 after 12 months' satisfactory service.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- basic skills in oral and written communication with clients and other members of the public;
- knowledge of established work practices and procedures relevant to the work area;
- knowledge of policies and by-laws relating to the work area;
- understanding of clear but complex rules;
- application of techniques relevant to the work area;

- developing knowledge of statutory requirements relevant to the work area;
 - understanding of basic computing concepts;
 - no formal qualifications required;
- OR appropriate post-trade certificate relevant to the work area;
- OR entry point for three year Degree/Associate Diploma/appropriate certificate without experience;
- OR will have attained through previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required;
- OR appropriate on-the-job training and relevant experience.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgement within clearly established procedures and/or guidelines;
- achieve outcomes which are clearly defined;
- perform tasks of a sensitive nature including the provision of more than routine information;
- provide para-professional support to qualified librarians;
- oversight the work of unqualified library staff and/or take charge of a library outlet or function within the library;
- undertake inspectorial duties involving the enforcement of general by-laws/regulations, assist senior employees with special projects;
- assist with elementary building, health or animal and plant control inspections under the regular direction of a senior qualified employee (trainee level);
- operate a community service program at an elementary level;
- perform tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area.

Organisational Relationships

- works under regular supervision;
- oversee and guide a limited number of lower classified employees.

Extent of Authority

- work outcomes monitored;
- freedom to act within established guidelines;
- solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents, guidelines. Assistance available when problems occur;
- graduates receive instructions.

LEVEL 3

Characteristics of the Level

At the third level of the Community and Environmental Services stream, employees work under general direction in the application of procedures, methods and guidelines which are well established. However, graduates initially appointed at this level will be under the direct supervision of a senior employee.

General features of this level involve solving problems of limited difficulty using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.

Positions at the level allow employees the scope for exercising initiatives in the application of established work procedures.

At this level employees may be required to supervise. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within the work area.

Employees will be responsible for managing and planning their own work and that of subordinate staff and may be required to deal with formal disciplinary issues within the work area.

Supervisors should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff with on-the-job training.

Three year Degree holders shall progress to this level after the completion of 12 months' service at the top of level 2. This is the appointment level for any graduate with a relevant four year Degree who is required to undertake work within this stream.

Graduates shall advance to the 3rd year incremental step after 12 months' service on the 1st step of range and shall progress to the 1st step of level 4 after a further 12 months' service.

Employees with certificate qualifications relevant to the work area shall be promoted to this level once they have obtained the appropriate certificate and have had relevant satisfactory service and undertake work related to the responsibilities under this level.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- thorough knowledge of work activities performed within the work area;
- sound knowledge of procedural/operational methods of the work area;
- may utilise professional or specialised knowledge;
- working knowledge of statutory requirements relevant to the work area;
- ability to apply computing concepts;
- entry level for four year Degree in the relevant discipline;

OR entry level for three year Degree plus graduate diploma in the relevant discipline;

OR Associate Diploma with experience;

OR three year Degree plus one year professional experience in the relevant discipline;

OR appropriate certificate with relevant experience;

OR attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake responsibility for various activities in a specialised area;
- exercise responsibility for a function within the work area;
- assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the employee;
- supervise the work of other para-professional library staff;
- take charge of a small library branch;
- regularly undertake "general" inspections to enforce compliance with various Acts, (excluding those relating to Building/Health) Regulations, By-laws and Policies including the presentation of materials for prosecution of offences as required;
- advise landholders/local authorities/government employees on eradication/control techniques and measures and inform them of their obligations under the relevant legislation;
- provide advice on requirements for compliance with the relevant Acts, Codes, Regulations, Standards, By-laws and Council policies. Undertake basic health or building inspections;
- undertake minor development assessment duties;
- co-ordinate elementary community service programs or a single program at a more complex level;
- where prime responsibility lies in a "professional" field, employees at this level would undertake at least some of the following:-
 - (1) undertake some minor phase of a broad or more complex assignment;
 - (2) provide assistance to senior employees;
 - (3) perform duties of a specialised nature;
- provide a range of library and information services in a small library or in a large library predominantly involved in the provision of a particular library service or function;
- plan and co-ordinate elementary community-based projects/programs;
- perform moderately complex functions including social planning, demographic analysis, survey design and analysis.

Organisational Relationships

- graduates work under direct supervision
- works under general supervision;
- operate as a member of a professional team;
- supervision of other employees.

Extent of Authority

- graduates receive instructions on the broader aspects of the work;

- freedom to act within defined established practices;
- problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

LEVEL 4

Characteristics of the Level

At the fourth level of the Community and Environmental Services stream, employees at this level work under general direction in functions that require the application of skills and knowledge appropriate to the work. Guidelines and work procedures are generally established.

General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in the discipline. Employees will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

Positions may involve a range of work functions which could contain a substantial component of supervision or require employees to provide specialist expertise/advice in their relevant discipline.

Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed within a function or a number of work areas.

Employees require skills in managing time, setting priorities, planning and organising own work and that of subordinate staff, where supervision is a component of the position, to achieve specific objectives.

Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

Employees undertaking Health or Building inspections shall be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.

Graduates will progress to the first incremental step of this level once two years' service at level 3 are completed and will progress to the 3rd incremental step following an additional year of service.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- knowledge of statutory requirements relevant to work area;
- knowledge of section procedures, policies and activities;
- sound discipline knowledge gained through previous experience, training or education;
- knowledge of the role of departments within Council and/or service functions;
- specialists require an understanding of the underlying principles in the relevant disciplines.
- relevant four year Degree with two years' relevant experience or three year Degree with three years of relevant experience;

OR Associate Diploma with relevant experience;

OR lesser formal qualifications with substantial years of relevant experience;

OR attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake activities which may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
- perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- identification of specific or desired performance outcomes;
- contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- exercise responsibility for various functions within a work area including compliance with regulations, codes and procedures;
- ensure plans, permits, applications etc. comply with the various relevant Acts, Codes, Regulations and Standards;
- undertake site inspection and determine compliance with appropriate legislation, regulations and codes;
- provide assistance on building or health applications including liaison with clients;
- undertake a wide range of activities associated with program, activity or service delivery;
- where the prime responsibility lies in a "professional" field, employees at this level would undertake at least some of the following:-
 - (1) liaise with other professionals at a technical level;
 - (2) discuss techniques, procedures and/or results with clients on straight forward matters;
 - (3) lead a team within a discipline related project;
 - (4) provide a reference, research and/or technical information service including the facility to understand and develop technologically based systems;
 - (5) carry out a variety of activities in the field of library services requiring initiative and judgement in the selection and application of established principles, techniques and methods;
 - (6) perform a range of planning functions exercising knowledge of statutory and legal requirements;
 - (7) provide advice on development applications for land division etc. and general planning procedures and requirements;
 - (8) assist senior employees with the planning and co-ordination of a community program of a complex nature.

Organisational Relationships

- works under general direction;
- supervises subordinate staff or works in a specialised field.

Extent of Authority

- required to set outcomes within defined constraints;
- provides specialist advice;
- freedom to act governed by clear objectives and/or budget constraints;

- solutions to problems generally found in precedents, guidelines or instructions. Assistance usually available.

LEVEL 5

Characteristics of the Level

At the fifth level of the Community and Environmental Services stream, employees are subject to general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with departmental and/or Council goals.

Employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and direction are not clearly defined.

General features at this level indicate the involvement in establishing sectional/departmental programs and procedures. Positions will include a range of work functions and may involve the supervision of a section or, in the case of small Councils, a department.

Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of or prepare the departmental budget. Employees at this level will be required to provide expert advice to lower classified employees.

Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience in the discipline. In addition, employees will be required to set priorities and monitor workflows in their area of responsibility (may include establishing work programs in small Councils).

Employees are required to set project priorities, plan and organise their own work and that of subordinate staff and establish the most appropriate operational methods for the section/department. In addition, interpersonal skills are required to gain the co-operation of clients and staff.

Employees responsible for projects and/or functions will be required to establish outcomes to achieve departmental/Council goals. Specialists may be required to provide multi-disciplinary advice.

Graduates will progress to the first incremental step of this level on the completion of two years' service at level 4 and will progress to the 3rd incremental step after a further year of service.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- knowledge of departmental programs, policies and activities;
- sound discipline knowledge gained through experience;
- knowledge of the role of Council's structure and service;
- relevant Degree with relevant experience;

OR Associate Diploma with substantial experience;

OR qualifications in more than one discipline;

OR less formal qualifications with specialised skills sufficient to perform at this level;

OR attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- responsible for a range of functions within the section and/or department requiring a high level of knowledge and skills;
- undertake responsibility for a moderately complex project;
- undertake a minor phase of a broader or more complex professional assignment;
- assist with the preparation or prepare departmental or section budgets;
- set priorities and monitor workflow in areas of responsibility;
- provide expert advice to lower classified employees;
- exercise judgement and initiative where procedures not clearly defined;
- undertake duties in the disciplines of building and health utilising knowledge of procedures and statutory requirements relevant to the work areas;
- operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- where the prime responsibility lies in a "professional" field, employees at this level would undertake at least some of the following:-
 - (1) under general direction undertake tasks of a specialised and/or detailed nature;
 - (2) provide reports on progress of project activities including recommendations;
 - (3) exercise professional judgement within prescribed areas which may include supervision of the function;
 - (4) carry out planning studies for particular projects including aspects of design, formulation of policy, implementation procedures and presentation;
 - (5) exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - (6) plan, develop and operate a community service program of a moderately complex nature.

Organisational Relationships

- works under general direction;
- supervise other employees.

Extent of Authority

- exercise a degree of autonomy;
- control projects and/or programs;
- set outcomes for subordinates;
- establish priorities and monitor workflow in areas of responsibility;
- solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

Level 6**Characteristics of the Level**

At the sixth level of the Community and Environmental Services stream, employees operate under limited direction from senior employee(s) and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.

General features at this level allow employees the scope to influence the operational activities of the section, department and/or Council. Employees at this level will be expected to contribute to the management of the section and/or department, assist/prepare budgets, establish procedures and work practices etc. In addition, employees at this level will be required to provide expert advice to lower classified employees.

Positions at this level will require responsibility for decision making in their particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the work section and/or department. Employees will be required to set outcomes for the work area for which they are responsible so as to achieve the objectives of the department and/or Council.

Employees may exercise managerial responsibility for a work area, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs/activities.

Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area.

Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate subordinate staff. Understand and implement effective human resource management practices.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- discipline/specialist skills and/or supervision/management abilities exercised within a multi-disciplinary, or in a major single function, operation;
- discipline knowledge gained through experience, training or education;
- appreciation of the long term goals of the organisation;
- detailed knowledge of program activities and work practices relevant to the work area;
- knowledge of organisation structures or functions;
- comprehensive knowledge of Council policies relevant to the section/department;
- comprehensive knowledge of statutory requirements relevant to the discipline;
- Degree with substantial experience;

OR Associate Diploma with substantial experience;

OR lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake significant projects and/or functions involving the use of analytical skills;
- provide advice on matters of complexity within the work area and/or discipline;

- undertake a range of duties within the work area, including problem definition, planning and the exercise of judgement;
- provide advice on policy matters and contribute to their development;
- negotiate on matters of significance within the section and/or department, with other bodies and/or members of the public;
- control and co-ordinate a work area within budgetary constraints;
- exercise a degree of autonomy, within budgetary constraints, in establishing the operation of the work area;
- undertake duties which involve more than one discipline;
- provide a consultancy service for a range of activities;
- where prime responsibility lies in a "professional" field, an employee at this level would undertake at least some of the following:-
 - (1) provide support to a range of activities or programs;
 - (2) control and co-ordinate projects;
 - (3) contribute to the development of new procedures and methodology;
 - (4) provide expert advice/assistance relevant to the discipline;
 - (5) supervise/manage the operation of a work area;
 - (6) supervise on occasions other professional staff within the discipline;
 - (7) provide consultancy services for a range of activities.

Organisational Relationships

- works under limited direction;
- supervision of staff.

Extent of Authority

- may manage a work area;
- exercise a degree of autonomy (advice available on complex or unusual matters);
- manage significant projects and/or functions.

LEVEL 7

Characteristics of the Level

At the seventh level of the Community and Environmental Services stream, employees operate under limited direction and exercise managerial responsibility for various functions within the department and/or Council or operate as a specialist, a member of a specialised professional team or independently.

General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by Council and/or activities undertaken by sections of the community served by the Council. Employees will also be required to monitor policies and activities within the work area.

Employees are involved in the formation/establishment of programs, the procedures and work practices within the department and will be required to provide assistance to other employees, sections and/or departments.

Positions at this level will demand responsibility for decision making and the provision of expert advice to other areas of Council. Employees would be expected to undertake the control and co-ordination of a section, department and/or significant work area. Employees require a good understanding of the long term goals of Council.

In addition, positions at this level may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice.

The management of staff is normally a feature at this level and employees are responsible for a significant work area. Employees are required to set outcomes in relation to their section and/or function and may be required to negotiate matters on behalf of the work area.

Degree holders employed with and required to perform duties relevant to their tertiary qualification shall progress to this level once they have completed three years' satisfactory service at level 6 and undertake work related to the responsibilities under this level.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- comprehensive knowledge of Council policies and procedures;
 - application of a high level of discipline knowledge;
 - qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to Degree level and extensive relevant experience;
- OR less formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard;
- OR A combination of experience, expertise and competence sufficient to perform the duties required at this level.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value;

- undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;
- develop work practices and procedures for various projects;
- establish work area outcomes;
- prepare budget submissions for senior employees and/or Council;
- develop and implement significant operational procedures;
- review operations to determine their effectiveness;
- develop appropriate methodology and apply proven techniques in providing specialised services;
- where prime responsibility lies in a "professional" field, employees at this level would undertake at least some of the following:-
 - (1) control and co-ordinate projects within an organisation in accordance with corporate goals;
 - (2) provide advice on policy matters and contribute to its development;
 - (3) provide a consultancy service to a wide range of clients;

(4) functions may involve complex professional problem solving.

Organisational Relationships

- works under limited direction;
- normally supervises other employees and establish and monitor work outcomes.

Extent of Authority

- manage a work area of Council;
- has significant delegated authority. Selection of methods and techniques based on sound judgement. (Guidance not always readily available within the organisation);
- decisions and actions taken at this level may have a significant effect on programs/projects/work areas being managed.

LEVEL 8

Characteristics of the Level

At the eighth level of the Community and Environmental Services stream, employees are subject to broad direction from senior employees and exercise managerial responsibility for a department/Council's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to Council.

General features of this level require the employees' involvement in the initiation and formulation of extensive projects/programs which impact on Council's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

Additional features include providing financial, specialised, technical and professional and/or administrative advice on policy matters within the department and/or Council.

In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals.

Employees at this level require a high level of proficiency in the application of theoretical or scientific approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Positions at this level will demand responsibility for decision making within the constraints of divisional/corporate policy and require the employee to provide advice and support to other areas of Council. Employees at this level will have significant impact upon Council's policies and programs and will be required to provide initiative, the ability to formulate, implement, monitor and evaluate projects and/or programs.

Positions at this level may be identified by the significant independence of action within the constraints of departmental or corporate policy.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- detailed knowledge of Council policy, programs and the procedures and practices;
- high level of discipline knowledge;
- detailed knowledge of statutory requirements;

- qualifications are generally beyond those normally acquired through Degree course and experience in the field of specialist expertise. (Could be acquired through further formal qualifications in field of expertise or in management.)
- OR lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard;
- OR a combination of experience, expertise and competence sufficient to perform the duties of the position.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake work of significant scope and/or complexity. Major portion of the work requires initiative;
- undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- undertake functions across a range of administrative, specialist or operational areas which include specific programs/activities, management of service delivery and the provision of high level advice;
- provide specialist advice on policy matters and contribute to the development/review of policies;
- manage extensive projects/programs in accordance with departmental/corporate goals. This may require the development, implementation and evaluation of those goals;
- administer complex policy and program matters;
- offer consultancy service;
- evaluate and develop/revise methodology techniques and/or the application of a high level of analytical skills in the attainment and satisfying of Council objectives;
- where the prime responsibility is in a "professional" field, employees at this level would undertake at least some of the following:-
 - (1) contribute to the development of operational policy;
 - (2) assess and review the standards and work of other professional personnel/external consultants;
 - (3) initiate and formulate departmental/Council programs;
 - (4) implement Council objectives within corporate goals;
 - (5) develop and recommend ongoing plans and programs for department/Council;
 - (6) ensure the outcome of work of significant scope and/or complexity.

Organisational Relationships

- works under broad direction;
- manage a department/section or operate as a senior specialist.

Extent of Authority

- manage a work area of Council at a higher level of ability;
- authority to implement and initiate change in area of responsibility within organisational goals and constraints;
- exercise control of organisational elements, accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control;

- solutions to problems require analytical approach and elements of development and creativity within the scope of divisional/corporate policies. Methods, procedures and processes are less well defined and employees are expected to contribute to their development and adaptation.

TECHNICAL SERVICES STREAM

Trainees may engaged in this stream.

LEVEL 1

Characteristics of the Level

At the first level of the Technical Services stream, employees work under close direction and undertake routine activities which require the practical application of basic skills and techniques.

General features at this level consist of performing clearly defined activities with outcomes being readily attainable and clearly defined. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.

Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgement in the planning of their own work within those confines.

Positions initially at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the work section.

Employees will be responsible for the timeliness of their work and required to use basic written and verbal communication skills.

Supervision of other staff is not a feature at this level. However, an experienced employee may have technical oversight of a minor works activity.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- a developing knowledge of Council's engineering and works functions and operation;
- basic knowledge of work area requirements (e.g. construction, maintenance and/or horticulture);
- a developing knowledge of work practices and policies of the relevant work area;
- no formal qualifications required at this level;
- as a training level, employers are expected to offer substantial on-the-job training;
- it is desirable that employees are studying for an appropriate certificate

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake routine activities;
- apply established practices and procedures;
- where prime responsibility is for the technical oversight of work performed by outside employees, employees at this level may be required to arrange a minor works activity within established methods as part of the training process;

- where the prime responsibility lies in a technical/drafting field, trainee technical employees at this level apply established practices and procedures in the conduct of a range of technical activities.

Organisational Relationships

- works under direct supervision;
- experienced employees may have technical oversight of minor works activities.

Extent of Authority

- work outcomes are closely monitored;
- project completion according to instructions and established procedures;
- no scope for interpretation.

Level 2

Characteristics of the Level

At the second level of the Technical Services stream, employees work under regular direction within clearly defined guidelines and undertake a range of practical operational activities requiring the application of acquired skills and knowledge.

General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for the operational supervision of minor works programs and/or may contribute specific knowledge and/or specific skills to the work of the Council. In addition, employees may be required to assist senior employees with major projects.

Employees will be expected to have an understanding of work practices and procedures relevant to their work area and may provide assistance to lower classified employees concerning established practices and procedures. In addition, employees at this level may be required to assist in establishing the objectives of the minor works project supervised.

Employees will be responsible for managing time, planning and organising their own work and that of subordinate employees. Supervisors at this level could be required to resolve minor work related issues within the project supervised.

This level may be considered the first level of supervision for minor works programs/projects.

This level is the entry level for inexperienced employees who have completed an appropriate certificate and are required to undertake work related to that certificate.

The 4th incremental step of this level is the appointment level for graduates with a relevant three year Degree who utilise that qualification to undertake professional work within this stream. Graduates will advance to the first step of level 3 after 12 months' satisfactory service.

Supervisors may also be appointed to this level if they have suitable experience and/or a post trade certificate. (Employees where possible should be encouraged to complete the appropriate certificate.)

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- basic skills in oral and written communication with clients and other members of the public;
- knowledge of established work practices and procedures relevant to the work area;
- understanding of basic computing concepts;
- knowledge of policies and regulations relating to the work area;

- understanding of clear but complex rules;
 - developing knowledge of statutory requirements relevant to the work area;
 - application of techniques relevant to the work area;
 - no formal qualifications required;
- OR appropriate post-trade certificate relevant to the work area;
- OR entry point for three year Degree/Associate Diploma/appropriate certificate without experience;
- OR qualifications accepted as both relevant and equivalent;
- OR will have attained in previous appointments or service an equivalent level of expertise and experience to undertake the range of activities required;
- OR appropriate on-the-job training and relevant experience.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake a range of practical operational activities requiring the application of established work practices and procedures;
- the limited application of initiative and/or judgement within clearly established procedures and/or guidelines;
- achieve outcomes which are clearly defined;
- where prime responsibility is to supervise outside employees:-
 - (1) plan and co-ordinate the activities of employees within a single works function of Council;
 - (2) supervise the day-to-day operation of a minor works project;
 - (3) responsible for a minor works project/program;
- where prime responsibility lies in a technical field:-
 - (1) apply established practices and procedures in the conduct of a range of technical activities including the fields of construction, engineering, survey and horticulture;
 - (2) responsible for a minor project.

Organisational Relationships

- works under regular supervision;
- where relevant, supervise minor works programs/projects.

Extent of Authority

- work outcomes monitored;
- freedom to act within established guidelines;
- plan and co-ordinate work for minor work programs;

- solutions to problems may require the exercise of limited judgement, with guidance to be found in procedures, precedents, guidelines. Assistance available when problems occur.

LEVEL 3

Characteristics of the Level

At the third level of the Technical Services stream, employees work under general direction in the application of procedures, methods and guidelines which are well established. However, graduates initially appointed at this level will be under the direct supervision of a senior employee.

General features of this level involve solving problems of limited complexity by using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader technical aspect of work. In addition, employees may provide assistance to lower classified employees. Employees may be involved in a range of work activities in a specialised area and/or the undertaking of a number of minor works within the total works program. Positions at this level also allow employees the scope for exercising initiative in the application of established work procedures.

Positions at this level may require the employee to establish goals, objectives and outcomes for their own particular works program.

Employees will be responsible for managing and planning their own work and that of subordinates. Employees may be required to deal with formal disciplinary issues within the work area.

Supervisors may be required to supervise more than one component of the works program. They should have a basic knowledge of personnel practices and be able to assist subordinate employees with on-the-job training.

Three year Degree holders shall progress to this level after the completion of 12 months' service at the top of level 2.

This level is the appointment level for any graduate with a relevant four year Degree who is required to undertake work within this stream. Graduates shall advance to the 3rd year incremental step after 12 months' service and shall progress to the 1st step of level 4 after a further 12 months' service.

Employees with certificate qualifications shall be advanced to this level once they have obtained the appropriate qualification and have had relevant satisfactory experience and undertake work related to the responsibilities under this level.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- thorough knowledge of work activities performed within the work area;
- sound knowledge of operational methods of the work area;
- may utilise professional and/or technical knowledge;
- ability to apply computing concepts;
- working knowledge of statutory requirements relevant to the work area;
- entry level for four year Degree in the relevant discipline;

OR entry level for three year Degree plus graduate diploma in the relevant discipline;

OR Associate Diploma with experience;

OR three year Degree plus one year professional experience in the relevant discipline;

OR appropriate certificate with relevant experience;

OR attained through previous appointments and/or study an equivalent level of expertise and experience to undertake the range of activities required.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake responsibility for various activities in a specialised area and/or components of the works program;
- assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of the employee;
- where prime responsibility lies in a "professional" field under direct supervision:-
 - (1) employees may undertake some minor phase of a broad or more complex assignment;
 - (2) provide assistance to senior employees.
- where prime responsibility is to supervise the work of outside employees, supervision may extend to several elements of the work:-
 - (1) plan and co-ordinate minor works;
 - (2) exercise responsibility for a number of minor works and determine objectives for the functions under their control;
- where the prime responsibility lies in a technical field, employees at this level:-
 - (1) perform moderately complex functions in various fields including construction, engineering surveying and horticulture;
 - (2) assist and review work done by subordinate employees;
- at this level there is scope for exercising initiative in the application of established work practices.

Organisational Relationships

- graduates work under direct supervision;
- works under general supervision;
- operate as a member of a professional team;
- supervision of other employees.

Extent of Authority

- may set outcome/objectives for specific projects;
- graduates may receive instructions concerning technical matters;
- freedom to act within defined established practices;
- problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

Level 4

Characteristics of the Level

At the fourth level of the Technical Services stream, employees at this level work under general direction in functions that require the application of skills and knowledge appropriate to the work. Guidelines and work practices are generally established.

General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in the discipline. Employees will be expected to contribute knowledge in establishing programs and/or projects in the appropriate work related field. In addition, employees at this level may be required to supervise projects or a part of the total works program of a complex nature.

Positions may involve a range of work functions which could contain a substantial component of supervision or require employees to provide specialist expertise/advice in their relevant discipline.

Employees require skills in managing time, setting priorities, planning and organising own work and that of subordinate staff where supervision is a component of the position, to achieve specific objectives.

Employees will be required to set outcomes and further develop work methods where general work practices are not defined.

Graduates will progress to the first incremental step of this level once two years' service at level 3 is completed and will progress to the 3rd incremental step following an additional year of service.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- knowledge of statutory requirements relevant to work areas;
 - knowledge of section programs, policies and activities;
 - sound discipline knowledge gained through experience, training or education;
 - knowledge of the role of departmental structures and/or service functions;
 - specialists require an understanding of the underlying principles in the relevant disciplines.
 - relevant four year Degree with two years' relevant experience;
- OR three year Degree with three years of relevant experience;
- OR Associate Diploma with relevant experience;
- OR lesser formal qualifications with substantial years of relevant experience;
- OR attained through previous appointments, service and/or study an equivalent level of expertise and experience to undertake the range of activities required.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake activities which may require the employee to exercise judgement and/or contribute critical knowledge and skills where procedures are not clearly defined;
- perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- identification of specific or desired performance outcomes;
- where prime responsibility lies in a "professional" field employees at this level:-
 - (1) discuss techniques, procedures and/or results with clients on straight forward matters;

- (2) lead a team within a works program.
- where the prime responsibility is to supervise the work of outside employees, employees at this level:-
 - (1) exercise responsibility for work groups including the completion of work assignments, standards of work quality and/or compliance with regulations, codes and specifications;
 - (2) assist senior employees with the establishment of work programs of a complex nature;
 - (3) responsible for a part of the works program budget;
- where the prime responsibility lies in a technical field, employees at this level:-
 - (1) undertake projects which impact on the sections and/or department's programs;
 - (2) carry out a variety of activities in the field of technical operation requiring initiative and judgement in the selection and application of established principles, techniques and methods.

Organisational Relationships

- works under general supervision;
- supervises employees, contractors and/or other subordinate employees.

Extent of Authority

- require to set outcomes within defined constraints;
- provide technical/professional advice;
- freedom to act governed by clear objectives and/or budget constraints;
- solutions to problems generally found in precedents, guidelines or instructions. Assistance usually available.

LEVEL 5

Characteristics of the Level

At the fifth level of the Technical Services stream, employees are subject to general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with departmental and/or Council goals. Employees adhere to established work practices. However, they may be required to exercise initiative and judgement where practices and directions are not clearly defined.

General features at this level indicate involvement in establishing sectional/departmental work programs and procedures. Positions will include a range of work functions and may involve the supervision of a section or, in the case of small Councils, a department. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of or prepare the departmental budget. Employees at this level will be required to provide expert advice to lower classified employees.

Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience in the discipline. In addition, employees will be required to set priorities and monitor workflows in their area of responsibility (may include establishing works programs in small Councils).

Employees are required to set work program priorities, plan and organise their own work and that of subordinate staff and establish the most appropriate operational methods for the section/department. In addition, inter-personnel skills are required to gain the co-operation of clients and staff.

Employees responsible for works programs will be required to establish outcomes to achieve departmental/Council's goals. Specialists may be required to provide multi-disciplinary advice.

Employees employed with technical qualifications shall progress to this level once they have completed 12 months' satisfactory service at 4th incremental step of Level 4.

Graduates will progress to the first incremental step of this level on the completion of two years' service at level 4 and will progress to the 3rd incremental step after a further year of service.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- knowledge of departmental programs, policies and activities;
 - sound discipline knowledge gains through experience;
 - knowledge of the role of council's structure and service;
 - a relevant Degree with relevant experience;
- OR Associate Diploma with substantial experience;
- OR qualifications in more than one discipline;
- OR lesser formal qualifications with specialised skills sufficient to perform at this level;
- OR attainable through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- responsible for a range of functions within the section and/or department requiring a high level of knowledge and skills;
- undertake responsibility for a moderately complex works program/project;
- undertake a minor phase of a broader or more complex professional assignment;
- assist with the preparation or prepare departmental or section budget;
- establish priorities and monitor workflow in area of responsibility;
- provide expert advice to lower classified employees.
- where the prime responsibility lies in a "professional field" employees at this level:-
 - (1) under general direction undertake the tasks of a specialised and/or detailed nature;
 - (2) exercise professional judgement within prescribed areas;
 - (3) provide reports on progress of project activities including recommendations;
- where prime responsibility is to supervise outside employees, employees at this level:-
 - (1) exercise operational responsibility for works programs;
 - (2) exercise judgement and initiative where procedures not clearly defined;
 - (3) establish work programs in small Councils;
- where prime responsibility lies in a technical field:-
 - (1) leads teams on moderately complex technical projects;

- (2) exercise significant initiative and judgement in the selection and application of established principles, techniques;
- (3) supervise the work of other staff;
- (4) provide reports to management and/or recommendations on technical suitability of equipment procedures, processes and results.

Organisational Relationships

- works under general direction;
- supervise other employees and/or contractors.

Extent of Authority

- exercise a degree of autonomy;
- control projects and/or works programs;
- set outcomes for subordinates;
- established priorities and monitor workflow in areas of responsibility;
- solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance available when required.

LEVEL 6

Characteristics of the Level

At the sixth level of the Technical Services stream, employees operate under limited direction from senior employee(s) and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.

General features at this level allow employees the scope to influence the works program of the section, department and/or Council. Employees at this level will be expected to contribute to the management of the section and/or department, assist/prepare budgets, establishing procedures and work practices etc. In addition, employees at this level will be required to provide expert advice to lower classified employees.

Positions at this level will require responsibility for decision making in their particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the work section and/or department. Employees will be required to set outcomes for the work area for which they are responsible so as to achieve the objectives of the department and/or council.

Employees may exercise managerial responsibility for large work programs, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs/activities.

Positions at this level may be identified by impact of activities undertaken or achievement of stated outcomes/objectives for the work area.

Managing time is essential so outcomes can be achieved. A high level of inter-personnel skills is required to resolve organisational issues, negotiate contracts, develop and motivate subordinate staff. Implement human resource management practices.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- discipline/specialist skills and/or supervision/management abilities exercised within a multi-disciplinary or major single function operation;
- discipline knowledge gained through experience, training or education;

- appreciation of the long term goals of the organisation;
- detailed knowledge of program activities and work practices relevant to the work area;
- knowledge of organisation structures or functions;
- comprehensive knowledge of council policies relevant to the section/department;
- knowledge of statutory requirements relevant to the discipline;
- Degree with substantial experience;

OR Associate Diploma with substantial experience;

OR lesser formal qualifications with a combination of experience, expertise and competence sufficient to perform the duties required at this level.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs of those of a similar value:-

- undertake significant work programs and/or projects involving the use of analytical skills;
- provide advice on matters of complexity within the discipline;
- undertake a range of duties within a discipline, including problem definition, planning and the exercise of judgement;
- provide advice on policy matters and contribute to their development;
- negotiate on matters of significance within the section and/or department, with other bodies and/or members of the public;
- where prime responsibility is in a "professional" field, an employee at this level:-
 - (1) provide support to a range of activities or programs;
 - (2) control and co-ordinate projects;
 - (3) contribute to the development of new techniques and methodology;
 - (4) provide expert/specialist advice/assistance relevant to the discipline;
 - (5) supervise/manage the operation of a discrete element which is part of a larger office;
 - (6) supervise technical staff and on occasions other professional staff within the discipline;
 - (7) provide consultancy services for a range of activities;
- where prime responsibility is to supervise outside staff, employees at this level:-
 - (1) control and co-ordinate the works program within budgetary constraints;
 - (2) supervise large outside workforce and/or contractors;
 - (3) exercise a degree of autonomy, within budgetary constraints, in establishing works programs;
- where the prime responsibility is in a technical field, employees at this level:-
 - (1) undertake duties which involve more than one discipline;
 - (2) contribute to the development of new techniques and methodology;

- (3) provide a consultancy service for a range of activities.

Organisational Relationships

- works under limited direction;
- supervision of employees and/or contractors.

Extent of Authority

- may manage a work area (advice available on complex or unusual matters);
- exercise a degree of autonomy;
- manage significant projects and/or works programs.

LEVEL 7

Characteristics of the Level

At the seventh level of the Technical Services stream, employees operate under limited direction and exercise managerial responsibility for various functions within the department and/or Councils or operate as a specialist, a member of a specialised professional team or independently.

General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by Council and/or activities undertaken by sections of the community served by the Council.

Employees are involved in the formation/establishment of a works program and the procedures and work practices within the department and will be required to provide assistance to other employees, sections and/or departments.

Positions at this level will demand responsibility for decision making and the provision of expert advice to other areas of council. Employees would be expected to undertake the control and co-ordination of a section, department and/or major work initiative. Employees require a good understanding of the long term goals of Council.

In addition, positions at this level may be identified by the level of responsibility for decision making, the exercise of judgement and delegated authority and the provision of expert advice.

The management of staff is normally a feature at this level and employees are responsible for either large works programs or a section. Employees are required to set outcomes in relation to their section and/or activity and may be required to negotiate matters on behalf of the section or activity.

Graduates employed with and required to perform duties relevant to their tertiary qualification shall progress to this level once they have completed three years' satisfactory service at level 6 and undertake work related to the responsibilities under this level.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- comprehensive knowledge of council policies and procedures;
 - application of a high level of discipline knowledge;
 - qualifications are generally beyond those normally acquired through tertiary education alone, typically acquired through completion of higher education qualifications to Degree level and extensive relevant experience;
- OR lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard;
- OR a combination of experience, expertise and competence sufficient to perform the duties required at this level.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- exercise managerial control of either a major single discipline or multi-discipline operation, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation;
- develop work practices and procedures for various projects;
- establish sectional/activity outcomes;
- prepare budget submissions for senior employees and/or Council;
- where prime responsibility lies in a "professional" field, an employee at this level:-
 - (1) control and co-ordinate programs within an organisation in accordance with corporate goals;
 - (2) provide advice on policy matters and contribute to its development;
 - (3) provide a consultancy service to a wide range of clients;
 - (4) functions may involve complex professional problem solving;
- where prime responsibility is to supervise outside staff, employees at this level:-
 - (1) develop and implement significant works programs;
 - (2) review operations to determine their effectiveness;
- where prime responsibility is in a technical field, employees at this level:-
 - (1) develop appropriate methodology and apply proven techniques in providing specialised technical services;
 - (2) exercise significant levels of initiative in the accomplishment of technical objectives.

Organisational Relationships

- works under limited direction;
- normally supervises other employees and establish and monitor work outcomes.

Extent of Authority

- manage works programs or work area of Council;
- has significant delegated authority. Selection methods and techniques based on sound judgement (Guidance not always readily available within the organisation);
- decisions and actions taken at this level may have significant effect on program/projects/work areas being managed.

LEVEL 8**Characteristics of the Level**

At the eighth level of the Technical Services stream, employees are subject to broad direction from senior employees and exercise managerial responsibility for a department/Councils relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either professional teams or directly to Council.

General features of this level require the employee's involvement in the initiation and formulation of extensive works programs which impact on Councils goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.

Additional features include providing financial, specialised, technical and professional and/or administrative advice on policy matters within the department.

In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals.

Employees at this level require a high level of proficiency in the application of theoretical or scientific approaches in the search of optimal solutions to new problems and opportunities which may be outside of the original field of specialisation.

Positions at this level will demand responsibility for decision making within the constraints of divisional/corporate policy and require the employee to provide advice and support to other areas of Council. Employees at this level will have significant impact upon Council's policies and programs and will be required to provide initiative, the ability to formulate, implement, monitor and evaluate projects and/or programs.

Positions at this level may be identified by the significant independence of action within the constraints of departmental or corporate policy.

Requirements of the Job

Some or all of the following are needed to perform work at this level:-

Skills, Knowledge, Experience, Qualifications and/or Training

- detailed knowledge of council policy, work programs and the procedures and practices;
 - high level of discipline knowledge;
 - detailed knowledge of statutory requirements;
 - qualifications are generally beyond those normally acquired through a Degree course and experience in the field of specialist expertise (could be acquired through further formal qualifications in the field of expertise or in a management);
- OR lesser formal qualifications together with the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard;

OR a combination of experience, expertise and competence sufficient to perform the duties of the position.

Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following inputs or those of a similar value:-

- undertake work of significant scope and/or complexity. Major portion of the work requires initiative;
- undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- undertake a function across a range of administrative, specialist or operational areas which include specific programs/activities, management of service delivery and the provision of high level advice;

- provide specialist advice on policy matters and contribute to the development/review of policies;
- manage extensive projects/programs in accordance with departmental/corporate goals. This may require the development, implementation and evaluation of those goals;
- where the prime responsibility is in a "professional" field, employees at this level:-
 - (1) contribute to the development of operational policy;
 - (2) assess and review the standards and work of other professional personnel/external consultants;
 - (3) initiate and formulate departmental/council programs;
 - (4) implement council objectives within corporate goals;
 - (5) develop and recommend on-going plans and programs for department/ Council;
 - (6) provide specialist advice;
 - (7) ensure the outcome of work of significant scope and/or complexity;
- where prime responsibility is in the supervision of outside employees, employees at this level:-
 - (1) conduct technical support programs and sub-programs within the framework of Council's operating program;
 - (2) offer consultancy service;
 - (3) on-going evaluation and the development/revision of methodology/techniques and/or the application of a high level of analytical skills in the attainment and satisfying of technical objectives.

Organisational Relationships

- works under broad direction;
- manage a department/section or operate as a senior specialist.

Extent of Authority

- manage a work area of council at a higher level of ability;
- authority to implement and initiate change in area of responsibility within organisational goals and constraints;
- exercise control of organisational elements, accountable for the quality, effectiveness, cost and timeliness of programs/projects under their control.
- solutions to problems require analytical approach elements to development and creativity within the scope of divisional/corporate policies. Methods, procedures and processes are less well defined and employees are expected to contribute to their development and adaptation.

SCHEDULE I**SPECIAL ALLOWANCES****1. Construction, reconstruction, alteration, repair and/or maintenance work**

- a. For the purposes of this Agreement, construction, reconstruction, alteration, repair and/or maintenance work shall mean and include all work performed on site on constructions, reconstruction, alteration, repair and/or maintenance of buildings, (including the construction of additions to existing buildings and the necessary alterations to existing building to make them conform to any new additions and the demolition of buildings), water towers, water mains, or reservoirs; dams, barrages, weirs or similar structures, bridges, wharves, piers or jetties, over-passes, under-passes and concrete work incidental thereto; sewerage construction work; pipelines, culverts, kerbing, channelling, roads, traffic islands, and concrete ornamental lakes and land reclamation and or land clearing associated with estate development and building construction.
- b. In addition to the rates prescribed by this Agreement all employees with the exception of Form Framers and/or Setters and Form Setters' Assistants whilst actually engaged on construction, reconstruction, alteration, repair and/or maintenance work (as defined herein) on site shall be paid an allowance at the rate of \$21.30 (20.70 as from 15/8/05) per week which shall be treated as part of the ordinary weekly wage for the purposes of this Agreement to compensate for listed disabilities in Clause 1 (d) of this Schedule.
- c. Form Framers and/or Setters and Form Setters' Assistants whilst actually engaged on construction work (as defined herein) on site shall be paid an allowance at the rate of \$20.40 (19.80 from 15/8/05) per week which shall be treated as part of the ordinary weekly wage for the purposes of this Agreement to compensate for listed disabilities in Clause 1 (d) of this Schedule.
- d. Listed disabilities:-
- (i) Climatic conditions where working in the open on all types of work;
 - (ii) The physical disadvantages of having to climb stairs or ladders;
 - (iii) Dust blowing in the wind on construction sites;
 - (iv) Sloppy or muddy conditions;
 - (v) Dirty conditions;
 - (vi) Drippings from newly poured concrete;
 - (vii) The disability of work on all types of scaffold other than a single plant or bosun's chair;
 - (viii) The lack of usual amenities associated with factory work;
 - (ix) All other present disabilities not specifically compensated or allowed for by any other provision of this Agreement.
- e. Provided that an employee receiving payment pursuant to Clause 1.1 of this Schedule shall not be entitled to any payment in relation to dirt money or work in wet places except in the case of employees working in water to a depth exceeding 762 mm.
- f. Provided that employees shall not be entitled to this allowance where they are in receipt of an allowance pursuant to Clause 2 of this Schedule, 1.16, 1.17, 1.18 and 1.27 (e) or any additional payment or disabilities allowance for specific projects.
- g. This allowance shall not be paid to employees engaged at treatment plants.
- h. Provided further that Clause 1.1(a) of this Schedule shall not, in relation to dams, weirs and barrages include the following classes of work:-
- (i) Operation of the dam, weir or barrage;
 - (ii) Construction or maintenance of tourist facilities;
 - (iii) Gardening, grass cutting or other agricultural operations.

2. Live sewer work allowance

- a. Employees engaged on live sewer work or cleaning septic tanks, shall, during ordinary hours, be paid at the rate of time and a-half for all time so engaged.

During overtime on weekends or Public Holidays employees shall be paid one-half of the ordinary hourly rate in addition to the relevant overtime, weekend or Public Holiday rate for all time engaged on live sewer work.

- b. The term “live sewer work” shall mean all work carried out in situations where there is direct aerial connection with a sewer through which sewerage is flowing. The term shall also include work in connection with septic tanks and cleaning of mechanical plant if such plant is contaminated with sewerage.

Where aerial connection with a sewer or septic tank is blocked by a disc, plug, valve, water seal or other means, the live sewer rate shall not apply.

Employees who are on any day required to carry out work in connections with the release of blockages in sewer lines, septic tanks and connection thereto shall be paid not less than four (4) hours at the appropriate rates. All time involved in travelling to and from such operation shall be deemed to be time worked for this purpose.

- c. This allowance shall not apply to employees engaged at sewerage treatment plants.
- d. This allowance prescribed in Clause 1.1 of this Schedule shall not be paid in addition to the allowance prescribed in Clause 1.2 of this Schedule

3. Confined Space

An employee required to work in a place that the dimension or nature of which necessitates working in a cramped position without sufficient ventilation, shall be paid an allowance at 60.1c per hour extra for the actual time such employee is so employed.

SIGNATORIES

Signed for and on behalf of **Mackay Regional Council**..... Peter Hamilton Franks
In the presence of Christine Marie Payne

Signed for and on behalf of the Automotive, Metals, Engineering,
Printing and Kindred Industries Industrial Union of Employees, Queensland Danny Dougherty
In the presence of:..... Elizabeth Barlow

Signed for and on behalf of The Association of Professional Engineers,
Scientists and Managers, Australia, Queensland Branch, Union of Employees John Yates
In the presence of:..... Mary Schmidt

Signed for and on behalf of the Australian Workers’ Union of Employees, Queensland..... Garry John Ryan
In the presence of:..... Elaine Martin

Signed for and on behalf of the Construction, Forestry, Mining and Energy,
Industrial Union of Employees, Queensland Michael Ravbar
In the presence of:..... Lisa Noyes

Signed for and on behalf of The Electrical Trades Union of Employees Queensland..... Richard Williams
In the presence of:..... Pat Rogers

Signed for and on behalf of the Federated Engine Drivers’ and Firemen’s
Association of Queensland, Union of Employees Michael Ravbar
In the presence of:..... Lisa Noyes

Signed for and on behalf of Liquor Hospitality and Miscellaneous Union,
Queensland Branch, Union of Employees Gary Bullock
In the presence of:..... Dimity Brown

Signed for and on behalf of the Queensland Services, Industrial Union of Employees David Smith
In the presence of:..... Kath Nelson

Signed for and on behalf of the Plumbers & Gasfitters Employees’ Union Queensland,
Union of Employees Bradley O’Connell
In the presence of:..... Janette Evans