

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Torres Shire Council Certified Agreement 2010

*Matter No. CA/2010/17*

Deputy President Swan

17 December 2010

CERTIFICATE

This matter coming on for hearing before the Commission on 17 December 2010 the Commission certifies the following written agreement:

Torres Shire Council Certified Agreement 2010 – CA/2010/17

Made between:

Torres Shire Council (ABN: 34 108 162 398);  
The Australian Workers' Union of Employees, Queensland; and  
Queensland Services, Industrial Union of Employees; and

The agreement was certified by the Commission on 17 December 2010 and shall operate from 17 December 2010 until its nominal expiry on 16 December 2013.

This agreement cancels:

Torres Shire Council Employee Collective Agreement 2006 - Agreement Id: AC304710; and  
Torres Shire Council State Award Employees Certified Agreement 2007 - CA/2007/60.

By the Commission.

Deputy President Swan

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999

s. 156 – Certifying an Agreement

**Torres Shire ABN 34 108 162 398**

**And**

**The Australian Workers Union of Employees, Queensland**

**And**

**Queensland Services, Union of Employees, Queensland**

**TORRES SHIRE COUNCIL CERTIFIED AGREEMENT 2010**

**PART 1 – PRELIMINARY**

- 1.1 Title
- 1.2 Agreement Coverage
- 1.2 Parties Bound
- 1.3 Date of Commencement and Period of Operation
- 1.4 No Extra Claims
- 1.5 Timetable for Renegotiation of Following 2013 Certified Agreement
- 1.7 Particular Application of the Local Government Act to Council Employees
- 1.8 Single Bargaining Unit
- 1.9 Consultative Committee
- 1.10 Certified Agreement Communications and Access
- 1.11 Relationship to Parent Awards
- 1.12 Relationship to National Employment Standards
- 1.13 Relationship to Queensland Local Government Legislation and Torres Shire Council Policies
  - a) Staff Housing;
  - b) Inter-Island Travel to Work;
  - c) Internal E-mail and Internet Usage;
  - d) Workplace Health & Safety;
  - e) Staff Immunisation – Workplace Health and Safety;
  - f) Staff Relocation;
  - g) Indigenous Employment Strategy;
- 1.14 Exclusions

**PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT**

- 2.1 Contract of Employment
- 2.2 Termination, Change and Redundancy
- 2.3 Grievances/Industrial Dispute
- 2.4 Union Representation and Access
- 2.5 Trade Union Training Leave

**PART 3 – VOCATIONAL CLASSIFICATIONS, WAGES, SUPERANNUATION AND ALLOWANCES**

- 3.1 Vocational Classifications
- 3.2 Wages Increases and Wage Rates
- 3.3 Classification of Employees, Appointment of Supervisors and Wage Progression
- 3.4 Higher Duties
- 3.5 Salary Sacrificing
- 3.6 Payment of Wages
- 3.7 Superannuation
- 3.8 Remote Travel and Living Allowances
- 3.9 Disability Allowances

**PART 4 – HOURS OF WORK, ROSTERING, OVERTIME AND SPECIAL PAYMENTS**

- 4.1 Ordinary hours of work
- 4.2 Arrangement of hours
- 4.3 Span of hours
- 4.4 Shift work
- 4.5 Meal breaks
- 4.6 Rest pauses
- 4.7 Overtime
- 4.8 On Call, Call-Back and Remote Response
- 4.9 Travelling Time for Meetings/Conferences

**PART 5 – PRODUCTIVITY AND PERFORMANCE**

- 5.1 Productivity and Flexibility

**PART 6 – LEAVE AND STATUTORY HOLIDAYS**

- 6.1 Annual Leave
- 6.2 Personal Leave
- 6.3 Bereavement Leave
- 6.4 Parental Leave
- 6.5 Long Service Leave
- 6.6 Study Leave and Other Study Supporting Benefits –
- 6.7 Professional Development Conference Attendance
- 6.8 Leave With or Without Pay
- 6.9 Natural Disaster Leave
- 6.10 Defence Forces Leave
- 6.11 Jury Service
- 6.12 Cultural Leave
- 6.13 Statutory and “Bank” Holidays

**PART 7 – OCCUPATIONAL SAFETY**

- 7.1 Safety and Environment

**PART 8 – OTHER SUPPORTING CONDITIONS**

- 8.1 Attendance at Work - Personal Travelling Arrangements
- 8.2 Inter-Island Travel
- 8.3 Payment of All Monies Owed to the Employer on Termination
- 8.4 Reimbursement – Employees Using their Own Vehicles –
- 8.5 Staff Accommodation and Housing
- 8.6 Council Uniforms
- 8.7 Time and wages record

**PARTIES SIGNATURES****SCHEDULES****PART 1 – PRELIMINARY****1.1 Title**

This agreement shall be known as the Torres Shire Council Certified Agreement 2010.

**1.2 Agreement Coverage**

- i) *Employee Coverage* –Subject to Clause 2 (ii) hereof this Agreement covers all Torres Shire Council employees employed in classifications contained in the classification listings definitions contained in Schedule 1 of this Certified Agreement.
- ii) *Exclusions* - This Certified Agreement does not apply to the roles of Chief Executive Officer, the Director Corporate Services, Director Engineering Services and Director Planning and Environmental Services or equivalent roles however titled provided that their contracts provide for a “better off overall” benefits outcome than culmination of the Terms and conditions of this Certified Agreement and the relevant Sections of the Queensland Industrial Relations Act 1999 as amended from time to time.

**1.2 Parties Bound**

The parties to this agreement shall be the Torres Shire Council (hereafter called” Council”), its’ Employees, the Australian Workers Union of Employees Queensland and the Queensland Services, Union of Employees, Queensland

### **1.3 Date of Commencement and Period of Operation**

This agreement shall commence from 17 December 2010 by the Queensland Industrial Relations Commission and remain in force for three years thereafter.

### **1.4 No Extra Claims**

- i) *General Provisions* – Subject to the terms of this Clause, the parties will not pursue any extra claims for changes in relation to matters dealt with by this Agreement.
- ii) *Restricted Review – Special Matters – Unintended Consequences/Disadvantages* - The Parties recognise however that this Agreement is being made at a time when there is significant change occurring or potentially occurring, in Local Government in Queensland either through Local Government legislation or employment law issues concerning local government.

Therefore leave is reserved for any Party to raise for future negotiation any matter not covered by this Agreement as at 1 October 2010, which matter arises, including any unintended consequence, following the making of this agreement and which matter could cause either the Torres Shire Council or any employee covered by this Agreement, to be financially disadvantaged.

- iii) *Dispute Handling* – In the event of any failure to reach agreement on any such matter, the relevant terms and conditions of Clause 2.3 “Grievance and Dispute Handling” will be strictly observed.

### **1.5 Timetable for Renegotiation of Following 2013 Certified Agreement**

The Parties agree to commence negotiations for a replacement agreement 6 months prior to the expiry date of this Certified Agreement.

### **1.6 Purpose and Commitments**

- i) *Standardisation and Modernisation* -The purpose of this Agreement is to both standardise as far as possible and modernise the employment law operational outcomes affecting Council and its’ employees to better reflect present operational circumstances.
- ii) *Recognition of Industry Developments* - It is recognised by all Parties that there are current proceedings before the Queensland Industrial Commission which proceedings may have a significant effect on the Parties desires and the purpose of this Agreement. The Parties are also aware of the National Employment Standards embodied in the Commonwealth Government current employment law and are committed to applying as best practice guidelines the elements of these National Employment Standards as they may apply to its operations and subject to any reflection of these National Employment Standards in Queensland Employment Law either by way of legislation changes and/or arising from Queensland Industrial Commission proceedings.
- iii) *“Good Faith” Agreement* - This Agreement is made in “good faith’ at this point in time and all of the Parties commit themselves to acting with best intent to ensure that there is no overall disadvantage to any employee and that all employees are ‘better off overall” whilst at the same time providing productivity improvements for the Torres Shire Council.
- iv) *Link to Formal Organisational Plans* - This Certified Agreement is therefore an essential component of the ongoing process for meeting the Council’s Corporate Plan, Operational Plan, Community Plan, Customer Service Plan and the overall desire for continuing beneficial improvements for its’ communities, by Torres Shire Council. It not only sets out the conditions of employment for all employees covered by the Agreement, but also contains a number of initiatives that are aimed at facilitating workplace flexibility and productivity enhancement.
- v) *Building on Past Agreements* - This Agreement builds on past agreements and will further facilitate and enable all parties within the organisation to work together to continually improve the quality, responsiveness and productivity of Council’s service provision to the communities it serves.
- vi) *Consultation on Future Structural Changes* - The Parties acknowledge that some structural changes may take place during the term of this agreement. This agreement recognises the requirement for management and employees to fully consult on proposed changes.
- vii) *Tangible Benefits* - This Certified Agreement provides tangible benefits for all parties associated with Torres Shire Council -

i. For employees it provides:

- recognition of past performance and encouragement for future performance;
- an opportunity to share in gains secured through productivity improvements;
- an opportunity for improved skills development and job satisfaction, on-going quality and productivity improvement initiatives, as they relate to their work, and
- an opportunity to participate in decision making.

ii. For the Torres Shire Council, it provides:

- commitment from all Agreement Parties to continually review and improve the quality and productivity of Council services;
- an opportunity to implement a single Certified Agreement which is tailored to the strategic needs of Council;
- an opportunity to develop an organisation culture and environment which:
  - fosters mutual trust and respect;
  - provides that open and full communications are maintained at all times;
  - enables the organisation to be multi-skilled, flexible and adaptive to change; and
  - recognises all responsibilities to the communities to which Council provides services,
  - an opportunity to reward employees for achievements.

iii. For the community, it provides:

- improved customer satisfaction;
- improved quality of service delivery;
- improved productivity of service delivery; and
- improved security of delivery of services.

iv. For the Council's Stakeholders it is another demonstration of the Council's proactiveness in seeking to optimise its' efficiency and relationship with its' workforce.

viii) *Commitment to Torres Shire Council Vision / Mission / Goals* - This Certified Agreement has been developed to complement and further the philosophy and practice of Council's Vision, Mission and Goals. Employees and Council are committed to ensuring the Vision, Mission and Goals of Council are turned into reality and maintained. This will be achieved through a conscious effort on behalf of all involved to attempt to apply the philosophy and practice of the Vision, Mission and Goals in the work environment.

Council's Vision is a statement of the aspirations of the Council, serving as a focus for the future. The Vision serves as a guide and an inspiration to all those who contribute to Council. Council's Vision is: *To Lead, Provide and Facilitate.*

Council's Mission Statement is a broad, but focused statement which describes why Council exists and how Council intends to satisfy its vision. Council's Mission Statement is: *Torres Shire Council will, through community consultation, focus on the promotion of community values together with the improvement of the quality of lifestyle whilst ensuring efficiency of servicing and protection of the environment.*

Council Goals are identifiable, long term results or outcomes which together enable Council to achieve its Mission. These Goals are to be aimed at by all in the organisation. Council's Goals are:

- To develop an organisational environment that fosters fairness and honesty, high productivity and continual improvement in management and workplace practices.
- To give optimum value for money.
- To promote Council universally as being a professional and committed organisation dedicated to fulfilling the needs and expectations of the community.
- To maintain excellent teamwork between the Community, Council and Staff.
- To develop communication and consultation strategies to ensure a meaningful working partnership with all stakeholders.

ix) *Best Practice* -

a) The parties are committed to the achievement of Best Practice in the delivery of services to the community. The parties agree that Best Practice is simply the best way of doing things - it is a

process of constantly changing and adapting to new pressures. At any particular point in time it is the method of operation to achieve exemplary levels of performance.

- b) Best Practice involves ongoing review of Council's operations and the development of continuous improvement programs to enhance the following:
  - i. Management/Leadership/Vision;
  - ii. Good Industrial Relations/Workplace Reform;
  - iii. Focus on People/Customer Issues; and
  - iv. Work Organisation, Pursuit of Innovation and Quality, Benchmarking.
- c) The identification, development and implementation of Best Practice principles will be undertaken in conjunction with the Joint Consultative Committee referred to in this Certified Agreement.

### **1.7 Particular Application of the Local Government Act to Council Employees**

- i) *Community responsibilities of Council* - All parties to this Certified Agreement recognise that local government in Queensland has a special role to play in both representing their particular Communities and providing them with particular services.
- ii) *Interaction with Queensland Local Government Legislation* - The parties also recognise that all Council employees have particular obligations to observe all requirements placed upon them in accord with Part 5 "Local Government Employees" of the Local Government Act 2009 as amended from time to time together with Part 3 "Local Government Employees" of the Local Government (Operations) Regulation 2010, made pursuant to that Act, and also as amended from time to time.
- iii) *Dispute Handling* - In the absence of any other mechanism, all parties agree that any disputes and/or grievances arising as a result of the application of Clause 1.7 (ii) above shall be dealt with in accordance with the terms of Clause 2.8 "Grievances and Disputes".

### **1.8 Single Bargaining Unit**

To facilitate the negotiation of this certified agreement a Single Bargaining Unit comprising of management representatives, employee and union representatives nominated by the employees, was established.

### **1.9 Consultative Committee**

- i) *Composition* - To deal with ongoing communications and consultation needs, the parties to this Agreement agree to a Consultative Committee comprising four elected employee representatives and four management representatives.
- ii) *Purpose* - The Consultative Committee will provide a forum for consultation between Council and its employees to positively co-operate in the process of workplace reform to enhance the efficiency and productivity of Council and to provide employees with access to career opportunities and more fulfilling, varied and better paid work.
- iii) *Objective* - The objective of the Consultative Committee is to eliminate confrontation and the exaggeration of differences between employees and Council. Consultation and co-operation should be a byword for Council's management style.
- iv) *Mutual Trust* - The parties recognise the need to maintain mutual trust and understanding to improve relations throughout the organisation.
- v) *Positive Consultation/Negotiation* - The parties agree that a positive approach to consultation and negotiation is essential. This will be achieved by adhering to and following the agreed consultation, negotiation and grievance processes.
- vi) *Consultative Committee Meetings* - The Consultative Committee will aim to meet every 3 months or more regularly as agreed and shall conduct its operations in accordance with processes and procedures as agreed.

### **1.10 Certified Agreement Communications and Access**

- i) *Copy of Agreement Provided* - A written copy of the proposed Certified Agreement 2010 is Certified Agreement has been made available to all employees as part of the negotiation of this Certified Agreement.

- ii) *Location of Copies* - Copies of the formally Certified Agreement will be located in the Torres Shire Council Administration Office, the Child Care Centre, the Depot on Thursday Island, the Utilities Building and Sports Complex on Thursday Island, and, the Airport and Quarry on Horn Island. A written copy of such formal Certified Agreement will also be made available to any individual employee on request. An electronic copy of the formal Certified Agreement will also be made available on the Torres Shire Council email Network.
- iii) *Communication Recognising Cultural Diversity* - In recognition of Torres Shire Council particular cultural environment, Torres Shire Council will provide opportunity recognising cultural needs, for all employees to access and understand the Agreement.

### **1.11 Relationship to Parent Awards**

- i) *Relationship to Possible New Award* - In making this Agreement, all Parties recognise that it has been made at a time when there are significant changes have occurred as to jurisdiction and issues concerning the probable making of a “new” Queensland State Award for Local Government. Therefore all Parties state that they have made this Agreement in “good faith” and based on a consideration of what might be best suitable provisions and their wording.
- ii) *Preserving Original Intentions* - All Parties accept that in the Certification of this Agreement, the wording of some provisions may be subject to change to meet Queensland Industrial Relations Commission requirements and all Parties accept this but at all times will continue commit to preserving the original intentions of this Agreement provisions.
- iii) *Awards/Agreements Replaced* - This agreement totally replaces in full, the following Queensland Awards and Agreements -
  - a. The Local Government Employees’ (Excluding Brisbane City Council) Award – State;
  - b. The Local Government Officers Award 1998 (or any equivalent “new” Queensland Local Government Industry Award) subject to “No Extra Claims” Clause herein
  - c. The Building Trades Public Sector Award – State;
  - d. The Engineering Award – State;
  - e. Childrens’ Services Award – State;
  - f. Torres Shire Council State Award Employees Certified Agreement 2007 - CA/2007/60; and
  - g. Torres Shire Council Employee Collective Agreement 2006.
- iv) *New Community Service Operations* - Should the Torres Shire Council enter into any business operation that could technically attract coverage by another Queensland State Award, the Parties agree that it is the intention for all such operations to be covered by this Certified Agreement and if necessary, any such matter will be dealt with by the process as outlined in accord with Clause 1.4 “No Extra Claims” hereof.

### **1.12 Relationship to National Employment Standards**

The parties to this agreement are committed to observe the National Employment Standards as endorsed and imported into Queensland’s employment law.

### **1.13 Relationship to Queensland Local Government Legislation and Torres Shire Council Policies**

- i) *Relationship to Council Policies/Legislation* - All Torres Shire Council Human Resources policies and their procedures made in accordance with powers and /or requirements provided under the Local Government Act 2009 or any Regulation pursuant to that Act, or made to meet best practice organisational operations and needs, as amended by time to time, as listed hereunder are hereby imported into this Agreement and apply to all employees covered by this Agreement –
  - a) Staff Housing;
  - b) Inter-Island Travel to Work;
  - c) Internal E-mail and Internet Usage;
  - d) Workplace Health & Safety;
  - e) Staff Immunisation – Workplace Health and Safety;
  - f) Staff Relocation;
  - g) Indigenous Employment Strategy;
  - h) Other Policies that may be developed during the life of this Collective Agreement;
  - i) Employee Confidentiality Agreement; and
  - j) Other Human Resources Supporting Documentation -
    - i. Employee Handbook
    - ii. Code of Conduct
    - iii. Equal Employment Opportunity

- iv. Customer Service Plan
  - v. Child Protection Risk Management Strategy
  - vi. Airport Drug and Alcohol Management Plan, and
  - vii. Customer Service Charter.
- ii) *New Policies* - Should the Torres Shire Council create any additional relevant Policy, if necessary, any such matter will be dealt with by the process as outlined in accord with Clause 1.4 “No Extra Claims” hereof.

#### 1.14 Exclusions

This Agreement does not apply to the role of Chief Executive Officer or any Directors of Organisational Functions however titled provided that their contracts provide for a “better off overall” benefits outcome than the Terms and conditions of this Certified Agreement and the relevant Sections of the Queensland Industrial Relations Act 1999 as amended from time to time.

## PART 2 – TERMS AND CONDITIONS OF EMPLOYMENT

### 2.1 Contract of Employment

- i) *Basis of Employment Contract* - Employees will be employed in one of the following categories:
- a) Full-time;
  - b) Part-time;
  - c) Term appointment; or
  - d) Casual.
- ii) *Contract in Writing* - At the time of engagement, the employer will inform each employee in writing of the terms of their engagement.
- iii) *Full-time employees* - A full-time employee is an employee engaged to work an average of 38 ordinary hours per week.
- iv) *Part-time employees* -
- a) An employer may employ part-time employees in any classification in this award.
  - b) A part-time employee is an employee who works less than the full-time hours of 38 per week and has reasonably predictable hours of work; and receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.
  - c) At the time of engagement the employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day, which days of the week the employee will work and where practicable the actual starting and finishing times each day. Any agreed flexibilities or variation to the hours of work will also be recorded in writing.
  - d) A part-time employee cannot be rostered for any less than three hour’s work on any day;
  - e) A part-time employee may agree to work up to an average of 38 ordinary hours per week for agreed short periods at the hourly ordinary time rate provided the agreement is entered into without duress, in writing and stipulates that hours are to be paid at ordinary hours.
  - f) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of 1/38th of the minimum weekly rate prescribed in Clause 3.2 “Wage Increases and Wage Rates”.
- v) *Casual employees* -
- a) A **casual** employee is an employee engaged and paid as such and shall be engaged for a minimum period of 3 hours on any one day.
  - b) Casual employees will be paid, in addition to the hourly ordinary time rate and rates payable for the work in question, an additional loading of 25% of the hourly ordinary time rate for the classification in which they are employed;
  - c) Casual employees are not eligible for Personal, Annual or Bereavement Leave as compensation instead of any leave excluding Long Service Leave as contained in the Queensland Industrial Relations Act 1999.
  - d) Penalties, including public holiday penalties and overtime, for casual employees will be calculated on the base hourly ordinary time rate for the classification in which they are employed inclusive of the casual loading.
- vi) *Probationary period* -
- a) Appointment to all positions shall be for a minimum 3 month probationary period unless there is agreement in writing between the Employer and the employee as to what may constitute a reasonable period of probation.
  - b) Probationary periods may be either extended or reduced depending on employee performance however no probationary period can extend beyond 6 months.

vii) *Trainees* - Trainees are engaged under this Award, except as varied from time to time by the Order for *Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities)*.

## 2.2 Termination, Change and Redundancy

### i) *Termination of employment* –

Termination of employment of any employee is always subject to the relevant terms of the Queensland Industrial Relations Act 1999 and Regulations as amended from time to time as well as the terms and conditions of this Clause.

#### a) Termination by employer -

An employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year -	1 week
More than 1 year but not more than 3 years -	2 weeks
More than 3 years but not more than 5 years -	3 weeks
More than 5 years -	4 weeks

In addition to the notice in above, employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.

Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- i. The ordinary working hours to be worked by the employee; and
- ii. The amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- iii. Any other amounts payable under the employee's employment contract.

The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

#### b) Notice of termination by employee -

The notice of termination required to be given by an employee shall be two weeks.

If an employee fails to give notice, the employer shall have the right to withhold monies due to the employee with a maximum amount equal one week.

This clause shall not apply to casual employees or to employees engaged for a specific period of time or for a specific task or tasks.

#### c) Statement of employment -

An employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

#### d) Time off during notice period -

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

### ii) *Introduction of Changes/Redundancy*

#### a) Employer's duty to notify -

Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.

'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job

tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

b) Employer's duty to consult over change -

The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternative employment).

The consultation must occur as soon as practicable after making the decision referred to in Clause 2.2 (ii) (a).

For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

iii) *Redundancy* -

a) Consultation before terminations-

Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.

The consultation shall take place as soon as it is practicable after the employer has made such a decision and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the employees concerned.

For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

b) Transfer to lower paid duties –

Where an employee is transferred to lower paid duties in lieu of redundancy, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under Clause 2.2 (i) (a).

The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.

The amounts must be worked out on the basis of:

- i. The ordinary working hours to be worked by the employee; and
- ii. The amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
- iii. Any other amounts payable under the employee's employment contract.

c) Transmission of business -

Where a Council business is transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:

- i. the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

- ii. the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

In this Clause “business” includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

d) Time off during notice period –

Where a decision has been made to terminate an employee in the circumstances outlined in Clause 2.2 (iii) (a) employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one 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 the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

e) Notice to Centrelink -

Where a decision has been made to terminate employees in the circumstances outlined in Clause 2.2 (iii) (a), the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

f) Severance pay –

In addition to the period of notice prescribed for ordinary termination in Clause 2.2 (i) (a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out Clause 2.2 (iii) (a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year -	nil
1 year but not more than 2 years -	4
More than 2 years but not more than 3 years -	6
More than 3 years but not more than 4 years -	7
More than 4 years but not more than 5 years -	8
More than 5 years but not more than 6 years -	9
More than 6 years but not more than 7 years -	10
More than 7 years but not more than 8 years -	11
More than 8 years but not more than 9 years -	12
More than 9 years but not more than 10 years -	13
More than 10 years but not more than 11 years -	14
More than 11 years but not more than 12 years -	15
More than 12 years -	16

'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

g) Superannuation benefits -

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- i. the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- ii. the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

h) Employee leaving during notice –

An employee whose employment is terminated for reasons set out in Clause 2.2 (iii) (a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice: Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

- i) Alternative employment –  
An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.
- j) Employees with less than one year's service –  
Clause 2.2 (iii) (a) not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- k) Employees exempted -  
  
Clause 2.2 (iii) (a) shall not apply:
  - i. Where employment is terminated as a consequence of misconduct on the part of the employee; or
  - ii. To employees engaged for a specific period or task(s); or
  - iii. To casual employees.
- l) Employers exempted –  
Subject to an order of the Commission, in a particular redundancy case, Clause 19 shall not apply to an employer that employ employees working a total of fewer than 550 hours on average per year, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- m) Exemption where transmission of business –  
The provisions of Clause 2.2 (iii) (a) are not applicable where a Council business is transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - i. where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
  - ii. where the employee rejects an offer of employment with the transmittee:
    - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
    - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
  - iii. The Commission may amend Clause 2.2 hereof if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.
- n) Incapacity to pay –  
An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.
- o) Continuity of service - transfer of a calling –  
In cases where a transfer of a calling occurs, continuity of service should be determined in accordance with the relevant Sections of the Queensland Industrial Relations Act 1999 Act as amended from time to time.

### **2.3 Grievances/Industrial Dispute**

- i) *Grievance and dispute settling procedure -*
  - a) The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an Employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein.

Such procedures shall apply to a single employee or to any number of employees.

  - b) In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.
  - c) If the grievance or dispute is not resolved under Clause 2.3 (i) (b) the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
  - d) If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of

the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at Clause 2.3 (i) (e).

- e) If the grievance or dispute is still unresolved after discussions mentioned in Clause 2.3 (i) (d), the matter shall, in the case of a member of a Union, be reported to the relevant officer of that Union and the senior management of the Employer. An employee who is not a member of a Union may report the grievance or dispute to senior management. This should occur as soon as it is evident that discussions under Clause 2.3 (i) (c) will not result in resolution of the dispute and where practicable should take place within 7 days.
- f) If, after discussion between the parties, or their nominees mentioned in Clause 2.3 (i) (e), the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement, then notification of the existence of the dispute may be given to the Queensland Industrial Relations Commission in accordance with the provisions of the Queensland Industrial Relations Act 1999 as amended from time to time.
- g) Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- h) The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed, provided that Clause 2.3 (i) (e) shall not prejudice the rights or duties of the employee or employer.
- i) All parties shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- j) Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- k) Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Queensland Industrial Relations Act 1999 as amended from time to time.

## **2.4 Union Representation and Access**

### *i) Union Access and Representation –*

- a. Subject to the Queensland Industrial Relations Act 1999, Unions, Union delegates and job representatives are recognised to have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.
- b. Unions agree that their Officers will at all times seek prior approval of management to enter the workplace.
- c. The Employer agrees that it will allow accredited Union delegates and/or job representative's reasonable opportunities for the responsible performance of their representative duties.

### *ii) Deduction of union fees –*

The Employer shall, on the request in writing of any employee, pay to a Union nominated by the employee out of the money due to such employee in respect of wages, the annual contribution of such employee as a member of that Union.

## **2.5 Trade Union Training Leave**

- i) Upon written application by an employee such application being endorsed by the Union and giving to the Employer at least one month's notice, such employee shall be granted 5 working days' leave (non-cumulative) on ordinary pay each calendar year to attend courses and seminars conducted by the Union.
- ii) Other courses mutually agreed between the Union and an Employer, or Employers, may be included under clause 2.5.
- iii) For the purposes of clause 2.5, "ordinary pay" shall mean at the ordinary weekly rate paid to the employee exclusive of any allowance for travelling time and fares or shift work.
- iv) The granting of such leave shall be subject to the following conditions:
  - i) An employee must have at least 12 months uninterrupted service with an Employer prior to such leave being granted.

- ii) Clause 11.5 shall not apply to an Employer with less than 10 full-time employees bound by this Award.
- iii) The maximum number of employees of one and the same Employer attending a course or seminar at the same time will be as follows:
  - i. Where the Employer employs from 10 to 100 employees - 2
  - ii. Where the Employer employs over 100 employees - 4

Provided that where the Employer has more than one place of employment in Queensland, then the formula above shall apply to the number of employees employed in or from each individual place of employment.
- v) The granting of such leave shall be subject to the convenience of the Employer and so that the operations of the Employer will not be unduly affected.
- vi) The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations within the Employer's operations.
- vii) In granting such paid leave, the Employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
- viii) Leave granted to attend courses will not incur additional payment if such course coincided with the employee's day off in 38 hour week working arrangements or with any other concessional leave.
- ix) Such paid leave will not affect other leave granted to employees under this Award.

### **PART 3 – VOCATIONAL CLASSIFICATIONS, WAGES, SUPERANNUATION AND ALLOWANCES**

#### **3.1 Vocational Classifications**

- i) *Classification of Employees* - All work classifications covered by this Agreement will be referenced to the relevant classifications listed in Schedule 1 of this Certified Agreement.
- ii) *Review of Classifications* - Schedule 1 is based on current classifications as contained in the relevant Parent Awards as varied from time to time until such time as the creation of any new Queensland Local Government Industry Award or equivalent, when all Torres Shire Council classifications will be reviewed and cross-referenced to this new Award with a new Schedule 1 being produced and provided to all Parties.

#### **3.2 Wages Increases and Wage Rates**

- i) *Wage Increases and Rates* – The details of all wage rate increases, future wage levels and wages listings, proposed by this Certified Agreement, are contained in Schedule 2 attached.
- ii) *Back-Pay Timeframe* – All backpays and correct current wage rates achieved by this Agreement will be paid to employees within the first 2 pay periods following the Date of Effect of this Agreement.
- iii) *Future Wage Increases* – All future wage increase for the life of this Certified Agreement are based on the following principles –
  - a) Employees locally regarded as “Outdoor Employees” – See classification listings in Schedule 2 – Category B Employees - by automatic future increases in the Queensland Guaranteed Minimum Wage as determined by the Queensland Industrial Relations Commission in accord with the Queensland Industrial Relations Act 1999 and the resultant new schedules of wage rates as then expressed as a result of any Queensland Minimum Wage movements either in any new Local Government Industry Award – State of equivalent instrument made in accordance with the Queensland Industrial Relations Act 1999; and
  - b) Employees locally regarded as “Indoor Employees” – See classification listings in Schedule 2 – Category B Employees - by applying future Queensland Minimum Wage increases from 1 September 2011 as determined by the Queensland Industrial Relations Commission in accord with the Queensland Industrial Relations Act 1999 to the current rates applying to such employees, as at the date of making this Certified Agreement; and
  - c) Employees locally regarded as “Child Care Employees” – See classification listings in Schedule 2 – as from the date of the completion of the “grandfathering” process provided for in Schedule 1, future increases will be provided by increases in the Queensland Minimum Wage as determined by the Queensland Industrial Relations Commission in accord with the Queensland Industrial Relations Act 1999.
- iv) *Back-Pay – Outdoor Workers* – For the purposes of this Certified Agreement 2010 increases for all “outdoor” workers will be back-paid from 8 November 2009.

- v) *Back-Pay – Indoor Workers* – For the purposes of this Certified Agreement 2010 increases for all “indoor” workers will be back-paid from the first pay period on or from 1 July 2009.
- vi) *Wage Rate Rounding-Off Calculations* – All “rounding off” calculations shall be in accord with the principles stated in the Declaration of the Queensland Minimum Wage as given by the Queensland Industrial Relations Commission from time to time.

### 3.3 Classification of Employees, Appointment of Supervisors and Wage Progression

- i) *Classifications* – Employees will be classified by Torres Shire Council in accordance with the classification definitions contained in Schedule 1.
- ii) *Schedule 2 (Category B) Level 6 and above Appointments* - All Category B employees (formerly known as “indoor employees” formally appointed by Torres Shire Council appointed to a wage rate minimum of Level 6 of Schedule 2 (b) shall not be paid overtime but shall accrue Time Off In Lieu entitlements as provided for in Clause 4.6 (viii) hereof, unless otherwise specifically agreed by Council in writing.
- iii) *Schedule 2 (Category A) Level 6 and above appointments* - All Category A employees (formerly known as “outdoor employees”) formally appointed by Torres Shire Council appointed to a wage rate minimum of Level 6 of Schedule 2 (a) shall have the option of being paid overtime or accruing Time Off In Lieu entitlements as provided for in Clause 4.6 (viii) hereof, unless otherwise specifically agreed by Council in writing.
- iv) *Request For Review of Classification* – An employee covered by this Agreement may make written request for a position reclassification where it can be demonstrated there have been significant changes to their position or where the employee’s position has been restructured or reorganised or as a result of a substantive change in the position initiated by the Council.
  - a) Upon receipt of a written request by an employee, Council will, within eight weeks of the receipt of the request provide the employee with written advice as follows:
  - b) the employee’s classification;
  - c) the reasons for the employee’s appointment to that classification including but not limited to :
    - i. characteristics and requirements of the position;
    - ii. the responsibilities of the position;
    - iii. the organisational relationship;
    - iv. the extent of authority.
  - d) An employee may not make a request for review within 12 months of the date of their last review. The grounds for which a request for review may be made are as follows:
    - i. Identifiable changes in the nature and work value of the duties performed;
    - ii. Increases in responsibilities;
    - iii. Change in the skills, knowledge and experience required to undertake the duties such that the duties of the position as required to be performed by the individual , when assessed against the classification definitions, place the position at a higher level.
  - e) The employee may request a representative to be party to any discussions.
  - f) An employee may dispute the classification determined by Council. Any disputes that are initiated regarding classification shall be dealt with in accordance with the disputes procedure contained in Clause 2.3 of this Certified Agreement.
- v) *Wage Progression* –
  - a) Classification of employees to the relevant levels contained within Schedule 1 will always be based on the requirements of the relevant vocational classification together with the demonstrated skill levels of employees.
  - b) Where the classification structure provides for increments, movement to the next highest salary point within a level will be by way of annual review subject to the employee having given satisfactory service for the prior twelve months in accordance with a Staff Development and Appraisal System developed by Torres Shire Council.

### 3.4 Higher Duties

- i) *Outdoor employees Short Daily Appointments to Higher Duties* – Outdoor employees where formally appointed working to cover unexpected short daily absences in vocational classifications contained in Schedule 1(a) attached will be paid a minimum of 4 hours pay for each occasion they are appointed to a higher classification on any one day.

- ii) *Other Employees More than 5 Days Appointment* – Other employees working in vocational classifications contained in Schedule 2 (b) attached and formally appointed to higher duties for a period of more than 5 working days, will be paid to the following scale –
- a) On the first occasion they are so appointed – 85% of the difference between the employees usual wage rate for their usual classification and the higher wage rate for that higher vocational classification to which they are appointed;
  - b) On the second occasion they are so appointed, 100% of the first wage level of the higher vocational classification

### 3.5 Salary Sacrificing

Torres Shire Council will cooperate and facilitate any employee undertaking salary sacrificing on the basis that all arrangements are lawful arrangements in accord with Australian Taxation Law applicable to the employee and the employee.

### 3.6 Payment of Wages

All wages and allowances shall be paid at least fortnightly and shall be made to employees by means of 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.

### 3.7 Superannuation

- i) *Entitlement* – Torres Shire Council will pay occupational superannuation to its employees to the level required and the Funds nominated in accordance with relevant occupational superannuation legislation of the Commonwealth of Australia together with requirements in accordance with the Local Government Act 2009 and Regulations made in accordance with that Act.
- ii) *Superannuation whilst Absent from work* – Subject to the governing rules of the relevant superannuation fund, the employer must also make the superannuation contributions provided for and pay the amount authorised under:
  - a) Paid leave—while the employee is on any paid leave;
  - b) Work-related injury or illness—for the period of absence from work (subject to a maximum of 52 weeks) of the employee due to work-related injury or work-related illness;
 Provided that the employee is receiving workers compensation payments or is receiving regular payments directly from the employer in accordance with the statutory requirements; and the employee remains employed by the employer.

### 3.8 Remote Travel and Living Allowances

- i) Remote Area Travel Allowance (net of PAYG) –
  - a) Except for provided for Council Child care employees as provided for in Clause 3.8 (iii) hereof, an annual Remote Area Travel Allowance shall be payable to employees under this Certified Agreement in accordance with the following schedule:

*From the Commencement of this Certified Agreement –*

<b>Employee Type</b>	<b>Amount of Allowance (net of PAYG)</b>
a) Employees entitled to receive half of Remote Locality Allowance in Clause 3.8 (v) hereof	\$1,250 as increased in 20011/12/13 by QIRC Annual State Wage Case percentage increase in Allowances
b) Employees entitled to receive full Remote Locality Allowance in Clause 3.8 (v) hereof	\$2,500 as increased in 20011/12/13 by QIRC Annual State Wage Case percentage increase in Allowances

- b) *When Payable* - This allowance shall be payable in the first pay period in November each year as a lump sum to those employees employed, with those employees with less than 12 months entitlement being paid on a pro rata basis from the date of their employment.
- c) *Child Care Employees* - This allowance shall be payable to Child Care employees, as contained below, in the first pay period in November each year as a lump sum to those employees employed, with those employees with less than 12 months entitlement being paid on a pro rata basis from the date of their employment.

<b>Employee Type/Year</b>	<b>Amount of Allowance (net of PAYG)</b>

No Dependents – First Year (from date of agreement)	\$625 (Year 2010)
No Dependents – Second Year and thereafter	\$1250 as increased in 20011/12/13 by QIRC Annual State Wage Case percentage increase in Allowances
With Dependents – First Year (from date of agreement)	\$1250 (Year 2010)
With Dependents – Second Year and thereafter	\$2500 as increased in 20011/12/13 by equivalent QIRC Annual State Wage Case percentage increase in Allowances

d) *Definition “Dependant/s”* - The definition of “dependant/s” for the purposes of this allowance shall be the same as that for qualification for the Remote Locality Allowance prescribed in Clause 3.8 (v) hereof.

ii) *Remote Locality Allowance* –

a) Except as provided hereafter for Council Child Care employees, in addition to remuneration otherwise payable under this Agreement, except as provided hereunder, a remote locality allowance shall be payable to an employee equivalent to the Locality Allowance as prescribed within Directive 19/1999 made in accordance with the Queensland Government Public Service Act 1996, in accordance with the following schedule:

<b>Timing of Payment of Locality Allowance</b>	<b>Allowance Payable</b>
a) Paid fortnightly from the first pay period commencing after the commencement of this Certified Agreement	As prescribed by Directive Number 19/99 pursuant to provisions of s.34 of the Queensland Public Service Act 1996

b) Council employees engaged in the delivery of Council Child Care Services and employed at date of commencement of this Certified Agreement will be paid on a pro rate basis as follows;

	<b>2010 Start Of Certified Agreement</b>	<b>2011 Start Of Second Year</b>	<b>2012 Start Of Third Year and for the remainder of the Agreement</b>
	<b>(1 Third) \$</b>	<b>(2 Thirds) \$</b>	<b>(3 Thirds) \$</b>
<b>Weekly</b>			
Dependants	45.21	90.42	135.63
Single	22.61	45.21	67.82
<b>Annually</b>			
Dependants	2,351.00	4,702.00	7,053.00
Single	1,175.50	2,351.00	3,526.50

### 3.9 Disability Allowances

In view of the complete sum of overall additional benefits provided by this Certified Agreement, the only other allowances to be paid to employees, except if determined by the Queensland Industrial Relations Commission, shall be as follows –

i) *Construction Work Allowance* – All employees locally regarded as Outside Employees including their Supervisors –

- a) For the purposes of this Certified Agreement, construction, reconstruction, alteration, repair and/or maintenance work shall mean and include all work performed on site on construction, reconstruction, alteration, repair and/or maintenance of buildings, (including the construction of additions to existing buildings and the necessary alterations to existing buildings 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, rubbish dumps, clay pits and quarries; 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, or any activities associated with Council "outdoor" activities.
- b) In addition to the rates prescribed by this Award all employees 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 \$25.40 per week, for the life of this Certified Agreement, which shall be treated as part of the ordinary weekly wage for all purposes of this Award to compensate for the following disabilities and paid whilst on personal, annual or long service leave:
- i. Climatic conditions where working in the open on all types of work including wet and rainy conditions;
  - ii. The physical disadvantages of having to climb stairs or ladders;
  - iii. Rain or 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 including a single plank or bosun's chair;
  - viii. Working at any heights;
  - ix. The lack of usual amenities associated with factory work;
  - x. treatment plants
  - xi. Operation of the dam, weir or barrage;
  - xii. Construction or maintenance of tourist facilities;
  - xiii. Gardening, grass cutting or using other agricultural operations;
  - xiv. Working in dirty or wet places;
  - xv. Clay Pits;
  - xvi. Quarries;
  - xvii. Rubbish Dumps;
  - xviii. the filling in, grading and control of fires on rubbish dumps; and
  - xix. All other present disabilities not specifically compensated or allowed for by any other provision of this Certified Agreement.
- ii) *First Aid* – Where an Employer appoints an employee who holds an appropriate first-aid certificate as a first-aid attendant, an additional \$13.90 per week shall be paid to such employee, for the life of this Certified Agreement.
- iii) *Meal Allowance During Overtime* – An employee required to work more than 2 hours overtime on any one day following ordinary time, shall be supplied with a reasonable meal at the Employer's expense or be paid a meal allowance of \$9.90, for the life of this Certified Agreement.
- iv) *Confined Space* - An employee shall be paid 70c per hour, for the life of this Certified Agreement, per hour above the ordinary rate for the actual time employed in any compartment, space or place the dimensions of which necessitate such employee working in tunnels or ducts less than 1.2 metres in diameter.
- v) *Tools* – Where possible, tools will be provided by Council but where tradespersons are required to supply and use their own tools, an allowance of \$20.60 per week or \$5.20 per day, shall be payable, for the life of this Certified Agreement.
- vi) *Toxic Substances* –
- a) Whilst using such substances, the employee shall be paid 70c per hour above the ordinary rate for the actual time so employed, for the life of this Certified Agreement.
  - b) The definition of 'toxic substances' shall be restricted to include epoxy based materials, and, materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system.

vii) *Noxious Fumes/Poisonous Sprays* - Work amongst ammonia or other noxious gas fumes or work done using poison sprays for the control of noxious weeds such as pear, burr and groundsel shall be paid an additional 70c per hour for actual time worked in addition to their ordinary rates, for the life of this Certified Agreement.

viii) *Live Sewerage Rate*-

- a) Employees engaged on live sewer work in the case of breakdowns or similar circumstances, or, cleaning septic tanks shall, during ordinary hours, be paid at the rate of time and a-half for all ordinary time so engaged.
- b) During overtime or on week-ends or public holidays employees shall be paid one-half of the ordinary hourly rate in addition to the relevant overtime, week-end or public holiday rate for all time engaged on live sewer work.
- c) The term “live sewer work” shall mean 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.
- d) Employees who are on any day required to carry out work in connections with the release of blockages in sewerage lines, septic tanks and connections thereto shall be paid not less than 4 hours at the appropriate rates. All time involved in travelling to and from such operations shall be deemed to be time worked for this purpose.

ix) *Handling Asbestos* –

- a) Employees required to use materials containing asbestos or to work in close proximity to employees using such materials shall be provided with and shall use all necessary safeguards as required by the appropriate occupational health authority and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees shall be paid 70c per hour for actual time worked in addition to their ordinary rates, for the life of this Certified Agreement.
- b) The following shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this Award;
  - i. Asbestos eradication is defined as work on or about buildings, involving the removal or any other method of neutralisation of any materials which consist of, or contain asbestos;
  - ii. All aspects of asbestos work will meet, as a minimum standard, the National Health and Medical Research Council codes, as amended from time to time, for the safe demolition/removal of asbestos based materials;
  - iii. Without limiting the effect of the above provision, any person who carried out asbestos eradication work shall do so in accordance with the legislation/regulations prescribed by the appropriate authorities;
- c) In addition to the rates prescribed in this Award, an employee engaged in asbestos eradication (as defined) shall receive in addition \$2.00 per hour for actual time worked in addition to their ordinary rates, for the life of this Certified Agreement.
- d) Respiratory protective equipment, conforming to the relevant parts of the appropriate Australian Standard (i.e. 1716 “Specification for Respiratory Protective Devices”) shall be worn by all personnel during work involving eradication of asbestos.

x) *Refuse* –

- a) Drivers of rubbish vehicles and their assistants primarily engaged on the collection of refuse shall be paid an additional amount of \$2.20 per hour for actual time worked in addition to their ordinary rates, for the life of this Certified Agreement, whilst directly engaged on refuse collection work.
- b) Where an employee is primarily engaged in refuse collection, the allowances prescribed by clause shall be treated as part of the ordinary weekly wage for all purposes of this Award.

## **PART 4 – HOURS OF WORK, ROSTERING, OVERTIME AND SPECIAL PAYMENTS**

### **4.1 Ordinary hours of work**

#### *i) Work cycles*

- a) The ordinary hours of work shall be an average of 38 per week to be worked on one of the following bases:
  - i. 38 hours within a work cycle not exceeding 7 consecutive days; or
  - ii. 76 hours within a work cycle not exceeding 14 consecutive days; or
  - iii. 114 hours within a work cycle not exceeding 21 consecutive days; or
  - iv. 152 hours within a work cycle not exceeding 28 consecutive days.
  
- (b) The work cycle or work cycles and the arrangement of ordinary hours within work cycles shall be determined by the Employer after consultation with the employees concerned. Without limiting the options for arrangement of ordinary hours examples of the way ordinary hours may be arranged are as follows:
  - i. by employees working less than 8 ordinary hours each day; or
  - ii. by employees working less than 8 ordinary hours on one or more days each work cycle; or
  - iii. by fixing one or more work days on which all employees will be off during a particular work cycle; or
  - iv. by rostering employees off on various days of the week during a particular work cycle, so that each employee has one work day off during that cycle.
  
- (c) The method of implementing the 38 hour week may be altered by the Employer after giving 7 days' notice or such shorter period as may be mutually agreed upon between the Employer and the majority of employees concerned. Prior to an alteration of the method of implementing the 38 hour week, the Employer shall consult with the employees concerned.
  
- (d) Notwithstanding clause 4.1, where the arrangement of ordinary hours of work provides for a rostered day off, the Employer and the majority of employees concerned, may agree to accrue up to a maximum of 5 rostered days off. Where such agreement has been reached, the accrued rostered days off shall be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off shall not be unreasonably withheld by either party.
  
- (e) Different arrangements of work cycles and ordinary hours within work cycles may apply to individual employees, groups or sections of employees.

### **4.2 Arrangement of hours**

- i) Subject to clause 4.3 the ordinary hours of work may be worked on any 5 consecutive days in the week, Monday to Sunday inclusive, subject to the following:
  - a) ordinary hours worked on a Saturday shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter;
  - b) ordinary hours worked on a Sunday shall be paid for at the rate of double time.
  - c) Any arrangement of hours which includes a Saturday or Sunday as ordinary hours shall be subject to agreement between the Employer and the majority of employees concerned.
  
- ii) Where any arrangement of hours includes a Saturday or Sunday as ordinary hours, the relevant Union or Unions shall be notified in writing within 14 days of commencement of such arrangement.
  
- iii) In camps, maintenance patrol operations or where special circumstances exist, it may be mutually agreed between the Employer and the majority of employees concerned that the ordinary hours in any of the work cycles prescribed in clause 4.1 may be worked on consecutive days. In such cases, Saturdays and Sundays falling within the period of work shall not be subject to the additional payments prescribed by clause 4.2 (i).

### **4.3 Span of hours**

- i) Except as hereafter provided and subject to clauses 4.3 (iv) 4.3 (x) in which the following span of hours shall not apply, the ordinary hours of work shall be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m:

Provided that Child Care operations may operate on a 6:00 a.m. to 7:00 p.m. span.

The spread of hours prescribed herein may be altered as to all or a section of employees provided there is agreement between the Employer and the majority of employees concerned:

Provided that where special circumstances such as tidal or flood waters, traffic flows or climatic conditions necessitate work outside the span of hours on a particular job or project such work may be done outside the span of hours without payment of overtime. The maximum number of ordinary daily hours shall not be exceeded.

This provision shall not be utilised until the Employer has discussed the change of hours with the employees concerned.

- ii) The ordinary hours of work prescribed herein shall not exceed 10 hours on any day:

Provided that where the ordinary working hours are to exceed 8 on any day, the arrangement of hours shall be subject to the agreement of the Employer and the majority of employees concerned:

Provided further that where any arrangement of ordinary hours exceeds 8 on any day, the relevant Union or Unions shall be notified in writing within 14 days of commencement of work under such arrangement.

- iii) Employees are required to observe the nominated starting and finishing times for the work day, including designated breaks to maximise available working time. Preparation for work and cleaning up of the employee's person shall be in the employee's time.

- iv) *By-laws compliance employees* -The ordinary hours of work of employees directly engaged on the enforcement or monitoring observance of Council By-laws shall be determined by the Employer after consultation with the employees concerned.

Where broken shifts are worked, there shall not be more than 16 hours between the starting and finishing time on any one day.

- v) *Sanitary and garbage workers* - The ordinary hours of sanitary and garbage workers may be worked between the hours of 4.00 a.m. and 4.00p.m.

- vi) *Street sweepers and/or cleaners, operators of street sweeping and flushing machines, sewer cleaners underground, pump attendants* - The starting and finishing times of these employees shall be determined by the Employer based on the requirements of the work.

Where such employees are required to work their ordinary hours before 6.00 a.m. or after 6.00 p.m. an additional amount of 25% of the ordinary time hourly rate shall be paid for all hours worked before 6.00 a.m. or after 6.00 p.m.

- vii) *Water and sewerage treatment plants* - The ordinary hours of work of employees at treatment plants shall be determined by the Employer after consultation with the employees concerned.

- viii) *Motor bus drivers* -The starting and finishing times of motor bus drivers and depot attendants engaged in bus services operated by the Employer shall be as determined by the Employer and contained in a roster displayed in a prominent place in the depot.

Except in the case of unforeseen circumstances, (such as the illness or absence of another driver), or where the employee/s concerned agree, the roster shall not be changed unless 6 days' notice of such change is given by the Employer.

- ix) *Hospitality activities* - The ordinary hours of work for employees engaged in hospitality activities (i.e. cooking and/or serving of food and preparation and/or serving of drinks or beverages) may be worked between the hours of 6.00 a.m. and 1.00 a.m.

- x) *Caretakers* –

- a) The ordinary hours of caretakers shall be determined by the Employer after consultation with the employees involved;

- b) Caretakers provided with quarters shall not be deemed to be working because they open and close the premises of which they are in charge;

- c) Caretakers shall unlock and open premises before and after their ordinary working hours without extra remuneration:

Provided that where premises are required to be kept open until 10.30 p.m., the time occupied after 10.30 p.m. closing and locking shall be paid for at overtime rates.

- xi) *Swimming pools* - The ordinary hours of work of all employees employed at swimming pools shall be determined by the Employer after consultation with the employees concerned. Except in the case of managers, caretakers or persons in charge, such hours may be worked on the basis of a split shift within a spread of 12 hours from the starting time each day with not more than 2 breaks other than meal breaks or rest pauses.

#### 4.4 Shift work

- i) The Employer may require specific work to be performed on the basis of shift work. Prior to implementing a system of shift work, consultation shall take place between the Employer and the employees affected.
- ii) The ordinary hours of shift workers shall average 38 hours per week inclusive of crib time and shall not exceed 152 hours in 28 consecutive days.
- iii) A shift shall consist of not more than 10 hours inclusive of crib time:

Provided that –

- (a) in any arrangement of ordinary working hours where the ordinary working hours are to exceed 8 on any shift the arrangement of hours shall be subject to agreement between the Employer and the majority of employees in the work section or sections concerned;
- (b) by agreement between an Employer, the Union or Unions concerned and the majority of employees in the plant, work section or sections concerned, ordinary hours not exceeding 12 on any day may be worked subject to:
  - i. the Employer and the employees concerned being guided by the occupational health and safety provisions of the ACTU Code of Conduct on 12 hour shifts;
  - ii. proper health and monitoring procedures being introduced;
  - iii. suitable roster arrangements being made;
  - iv. proper supervision being provided; and
  - v. except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- iv) Unless otherwise agreed between the Employer and the majority of employees affected:
 

An afternoon shift shall be a shift finishing after 6.00 p.m. and at or before midnight.  
A night shift shall be a shift finishing subsequent to midnight and at or before 8.00 a.m.
- v) *Shift allowances* - In addition to the wage rates prescribed by this Award, shift workers shall be paid the following afternoon and night shift allowances for each afternoon or night shift worked.
  - a) Afternoon shift allowance:
 

The percentage allowance is 12.5% or \$9.70 per shift (whichever is the greater).
  - b) Night shift allowance:
 

The percentage allowance is 15% or \$9.70 per shift (whichever is the greater).
  - c) It is a condition of this Award that no employee is disadvantaged as a result of this change from a flat rate shift allowance to a percentage shift allowance.
  - d) Shift allowance(s) shall not apply to shift work performed on a Saturday or Sunday. All ordinary time worked by shift workers between midnight Friday and midnight Saturday shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter and between midnight Saturday and midnight Sunday shall be paid for at the rate of double time.

- e) For the purposes of clause 4.4 (v) the percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.

#### 4.5 Meal breaks

- i) Employees shall be entitled to a meal break of not less than 30 minutes and not more than one hour.

Subject to clause 6.3.4, the time allowed for such meal break shall commence not later than 6 hours after the ordinary starting time each day.

The duration of a meal break having been determined as the recognised meal break in accordance with clause 6.3.1 may only be altered by mutual agreement to a proposed change or by giving of one week's notice to the employee concerned.

- ii) Shift workers shall be allowed 30 minutes for crib without loss of pay to be taken in such a manner as to not interfere with the continuity of work.
- iii) Except as provided for in clause 6.3.4, all work done during the recognised meal break shall be paid for at double time. Such payment will continue until a meal break is taken.

#### iv) *Continuity of work during meal breaks –*

- a) Where the efficiency of the Employer may be increased through a job being completed or work being continued for up to 30 minutes into the normal meal break, the meal break may be delayed up to a maximum of 30 minutes, without penalty.
- b) The normal meal break shall be taken on the completion of the job or when 30 minutes has elapsed.
- c) Where work requires, the Employer and the employees may agree to reduce the normal meal break duration to 30 minutes, taken within the normal starting and ceasing time of the meal break:

Provided that employees who normally have a one hour or 45 minute meal break shall finish work 30 minutes or 15 minutes earlier respectively.

#### v) *Meal breaks during overtime –*

- a) Employees required to continue work after the normal ceasing time shall be entitled to a 30 minute crib break after 2 hours' work where work is to continue beyond 2 hours:

Provided that where such overtime continues beyond 6.00 p.m., a 30 minute crib break shall be provided after one hour where work is to continue beyond one hour.

After each further period of 4 hours' overtime on the same day, the employee shall be allowed 45 minutes for crib where work is to continue beyond 4 hours.

No deduction of pay shall be made in respect of such crib break.

- b) In all other circumstances, an employee shall be entitled to a crib break of 30 minutes after 5 hours of overtime where the employee is required to work beyond the 5th hour. A further crib break of 45 minutes shall be provided after each additional period of 4 hours where the employee is required to work beyond this period. No deduction of pay shall be made for such crib breaks.

#### 4.6 Rest pauses

Where practical every employee shall be entitled to a rest pause of 10 minutes' duration in the Employer's time in the first and second half of the working day. Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary:

Provided that the Employer may determine that the rest pauses may be combined into one 20 minute rest pause, to be taken in the first part of the ordinary working day, with such 20 minute rest pause and the meal break arranged in such a way that the ordinary working day is broken up into 3 approximately equal working periods.

#### 4.7 Overtime

- i) *General Provisions* - All authorised time worked outside or in excess of the ordinary hours fixed in accordance with clause 6.1, on any one day, shall be deemed to be overtime.

Except as provided, overtime shall be paid for at 1 1/2 times the ordinary rate for the first 3 hours and double time thereafter.

ii) *Prior Approval For Overtime or Time to be Worked and To Be Paid As Overtime or To Be Claimed as Time Off In Lieu* – All employees are required to obtain prior approval from their manager/supervisor for all time worked in excess of ordinary hours and which time is to be claimed as either for payment or Time Off In Lieu. Where Time Off In Lieu is approved by the employer, it shall be given on the basis of appropriate penalty rates i.e. one hours overtime equals 1.5 hours of TOIL.

iii) *Saturday Overtime* - Overtime worked on Saturday shall be paid for at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum payment of 3 hours at overtime rates. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime:

Provided that in the case of an employee required to remain on call and who is paid the allowance prescribed by clause 4.11 a minimum payment of 1 1/2 hours shall apply.

No minimum payment shall apply where the overtime is continuous with an employee's ordinary hours of work.

iv) *Sunday Overtime* - Overtime worked on a Sunday shall be paid for at the rate of double time with a minimum payment of 3 hours at overtime rates. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime:

Provided that in the case of an employee required to remain on call and who is paid the allowance prescribed by clause 4.11 a minimum payment of 1 1/2 hours shall apply.

No minimum payment shall apply where the overtime is continuous with an employee's ordinary hours of work.

v) *Shift workers* - All authorised overtime performed by shift workers shall be paid for at the rate of double time.

vi) *Rostered day off* - An employee required to work on the rostered day off shall be paid at the rate of time and a-half for the first 3 hours and double time thereafter with a minimum payment of 3 hours. An employee shall not be entitled to a minimum payment in respect of each separate period of overtime.

vii) *Work during Normal Meal Break* - All work done during the normal meal break shall be paid for in accordance with clause 4.5.

viii) *Owner Drivers* - In the case of an owner driver working overtime, overtime rates shall be paid on the wage of the driver and the use of the truck shall be paid in accordance with the hire rate.

ix) *Recall* –

c) An employee recalled to work overtime on one of their ordinary working days shall receive a minimum payment of 4 hours at the prevailing overtime rate.

An employee shall not be entitled to a minimum payment in respect of each call-out on the same day:

Provided that in lieu of the 4 hours' minimum payment mentioned above, where the employee was notified of the need to return to perform work prior to the completion of the ordinary hours on the day in question or

where the employee is required to remain on call and is paid the allowance prescribed by clause 4.8 (ii), a minimum payment of 2 hours at the prevailing overtime rate shall be payable.

Employees recalled to work overtime may be required to perform additional work of a breakdown or emergent nature which arises during the course of the work which was the subject of the recall.

x) *Not Overtime* - Overtime worked in the circumstances specified in clause 4.7 (viii) shall not be regarded as overtime for the purposes of clause 4.7 (viii) where the actual time worked is less than 2 hours on such recall or on each of such recalls.

- xi) Clause 4.7 (viii) shall not apply in cases where it is customary for an employee to return to the Employer's premises to perform a specific job outside of ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

*xii) Fatigue Break –*

- a) An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that there is not at least 10 consecutive hours off duty between those times shall, subject to clause 4.7.(ix) be released after completion of such overtime until there is 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of the Employer such an employee resumes or continues work without having had such 10 consecutive hours off duty, the employee shall be paid double rates until released from duty for such period and the employee shall then be entitled to be absent until there is 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- b) Clause 4.7 shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
- i. for the purpose of changing shift rosters;
  - ii. where a shift worker does not report for duty;
  - iii. where a shift is worked by arrangement between the employees themselves.

#### **4.8 On Call, Call-Back and Remote Response**

- i) *On Call* – An employee directed by the employer to be available for duty outside of the employee's ordinary working hours will be On Call. An employee on call must be able to be contacted and immediately respond to a request to attend work.

*ii) On Call allowance –*

Where the employee is on call, the employee will be paid an on call allowance each day equivalent to:

- (a) One hour at the ordinary time rate for an employee on call, Monday to Friday inclusive;
- (b) One and a half hours at the ordinary time rate if required to be on call on a Saturday; or
- (c) 8 hours ordinary pay if required to be on call on a Sunday or a public holiday or a locally known "bank" holiday.

- iii) *Call out – Sunday, Public holiday or a locally known "bank" holiday* – An employee called out on any such day will be paid for all time worked at double time and the "call-out allowance" provided for in Clause 4.8 (ii) (c) above shall be reduced by any such actual paid amount up to a maximum amount equal to 8 hours at ordinary pay.

- iv) *Actual Time Paid* – An employee who is on call and in receipt of an on call allowance will be paid at the appropriate overtime rate for time required to attend work. Actual time worked will be deemed to apply from the time the employee leaves home.

- v) *Call-back* – For the purposes of this award, an employee will be deemed to be on a call-back if the employee is recalled to work overtime after leaving the employer's premises or worksite and without receiving prior notice of the requirement to work overtime before ceasing work. Provided that employees will not be deemed to be on call-back where the employee works such overtime continuous with the employee's ordinary hours.

- vi) *Minimum Payment For Call Out* – Any employee who is called back to work will be paid for a minimum of three hours' work at the appropriate overtime rate for each time so recalled. Provided that any subsequent call-backs occurring within three hours of a call-back will not attract any additional payment. An employee working on a call-back will be paid the appropriate overtime rate from the time that such employee departs for work.

- vii) *Time Required to be Worked during a Call-Out* – Except in the case of unforeseen circumstances arising, the employee will not be required to work the full three hours if the job that the employee was recalled to perform is completed within a shorter period. This clause will not apply in cases where the call-back is continuous subject to a reasonable meal break with the commencement of ordinary hours.

*viii) Remote response –*

An employee who is in receipt of an on call allowance and available to immediately:

- a) Respond to phone calls or messages;
- b) Provide advice ('phone fixes');

- c) Arrange call out/rosters of other employees; and
- d) Remotely monitor and/or address issues by remote telephone and/or computer access, will be paid the applicable overtime rate for the time actually taken in dealing with each particular matter rounded up to the next 15 minutes.

An employee remotely responding will be required to maintain and provide to the employer a time sheet of the length of time taken in dealing with each matter remotely for each day commencing from the first remote response. The total overtime paid to an employee for all time remotely responding in any day commencing from the first response will be rounded up to the next 15 minutes.

#### 4.9 Travelling Time for Meetings/Conferences

- i) *Travelling Time at Ordinary Rates* – All time spent travelling to official meetings and/or conferences, or to conduct work on behalf of Council at workplaces on Islands within the Torres Shire Council designated local government area, will be paid for at ordinary time subject to transport arrangements and the employees span of daily ordinary hours.
- ii) *TOIL for Travelling Time Outside of Usual Span of Hours* – Where an employee is required to travel outside their span of daily ordinary hours, all such time will be deemed to be TOIL and taken in accordance with Clause 4.6 (viii) hereof.

### PART 5 – PRODUCTIVITY AND PERFORMANCE

#### 5.1 Productivity and Flexibility

- i) *Commitment to Productivity and Quality* – The parties agree that they will constantly work towards continually improving levels of productivity and quality of service provided by being compliant with the specific terms of this Certified Agreement and in particular, this Clause.
- ii) *Commitment to Technological Change* – The parties are committed to implement technological change to improve work processes and to include the employees in the decision making where it affects them in the workplace. This will include a commitment to reviewing and redesigning jobs with a view to process improvement and productivity improvement.
- iii) *Accepting Improved Work Arrangements* - As part of their commitment to ongoing productivity improvement, the parties accept the ability for improved work arrangements to be developed and implemented, with flexibility to meet the varied requirements of Council programs. To achieve this outcome, Council agrees to consult with employees through the Joint Consultative Committee established by Clause 1.9, on all such ongoing proposals.
- iv) *Commitment to Increased Efficiency and Productivity* - In recognition of Torres Shire Council's commitment to this Certified Agreement, Council will ensure all Managers and Supervisors are fully communicated with as to the Agreement contents and the opportunities for increased efficiency and productivity sought by the Agreement. Management will regularly monitor all such outcomes proposed by the Agreement and take remedial action where necessary.
- v) *Agreed Immediate Efficiency and Productivity Actions* – In recognition of the employees commitment to this Certified Agreement, employees agree to immediately implement productivity improvement activities including but not limited to:
  - a) Participate in training and development courses;
  - b) Completing works within agreed programs;
  - c) Immediately reporting accidents and incidents to their immediate section manager or director and accurately completing accident / incident reports;
  - d) Improving attendance at work;
  - e) Completing policy procedure reviews in accordance with agreed schedules;
  - f) Compliance with all Council Policies;
  - g) Best practice in customer service and participate in developing appropriate service delivery standards;
  - h) Wearing Council-approved uniform during business hours;
  - i) Actively participate in the development of Council's Risk Management Program to reduce the Council's exposure to risks and claims;
  - j) Compliance with Council's operational and statutory requirements;
  - k) Compliance with the Council's goals and strategies of Council's Corporate Plan, Operational Plan, Customer Service Plan and Community Plan;
  - l) Develop strategies/management to reduce absenteeism;
  - m) Support of employee/management relationships through liaison with the Staff Consultative Committee;
  - n) Compliance and prompt resolution with the Complaints process;

- o) Scheduling of breaks (RDOs, lunch, tea breaks) to ensure that customer service levels are maintained;
  - p) Implementing flexible working hours to increase customer service & productivity;
  - q) Providing regular, scheduled condition reports on Council plant and equipment;
  - r) Commitment to notifying the appropriate staff of staff movements;
  - s) Endeavouring to become more actively involved, voluntarily in Council-sponsored events e.g. Australia Day, cultural festivals etc;
  - t) Wearing of identification badges provided by Council;
  - u) Waste minimisation and recycling of consumables wherever possible; and
  - v) Compliance with electricity consumption reduction plan.
- vi) *Multi-skilling – Employees agree to support becoming multi-skilled.* A multi-skilled worker is an individual who possesses or acquires a range of skills and knowledge and applies them to work tasks that may fall outside the traditional boundaries of his or her original training. This does not necessarily mean that a worker obtains or possesses high level skills in multiple technology areas. However, the worker can be an effective and productive contributor to the work output of several traditional Council activities.

Employees agree that some of the reasons for multi-skilling include:

- a) To increase labour productivity by creating a more flexible workforce able to meet challenges, improve performance and better utilise the current pool of skilled workers;
  - b) To utilise labour so that workers possess a range of skills suitable for more than one work process;
  - c) Develop competency within the workforce and allow full deployment of qualifications across the industry; and
  - d) Assign workers tasks based on their ability to perform the needed skill and not restricted by traditional job descriptions or work boundaries.
- vii) *Job Share-* Where it is requested by an employee and agreed to by Council, full time positions may be converted to job sharing arrangements. These arrangements will be subject to:
- a) The practicality of the position being job shared;
  - b) Appropriate rostering;
  - c) There being no loss of quality or efficiency of service provision as a result of job share; and
  - d) Minimised cost incurred by Council.
- viii) *Training –* Torres Shire Council and all Parties to this Certified Agreement agree that appropriate training at induction and for ongoing skill and personal development, are critical elements in achieving the outcomes envisaged by this Clause plus the terms of Clause 1.6 “Purpose of Agreement” and shall be subject to the following –
- a) This induction and skills training is to be supported by cultural training covering the full diversity of cultures within the Torres Shire Council operating environment, both indigenous and non-indigenous.
  - b) Torres Shire Council undertakes to provide such training for each employee subject to the following principles –
    - i. All training is assessed against the concept of “value adding” to Council operations;
    - ii. All training course provision decisions are made against an expectation that all employees attend and successfully complete the full training program provided;
    - iii. Council is to ensure that core operational services are not to be interrupted by the provision of any such training programs; and
    - iv. Council is to ensure that all trainers give appropriate recognition to cultural sensitivities.
- ix) *Extended Duties –*
- a) From time to time as part of Council approved employee training and development, all Parties agree that an employee may be required to undertake “extended duties” in addition to their usual duties.
  - b) Where such extended duties are undertaken for more than 5 weeks, an employee may request that their level of remuneration be reviewed for such period, or alternatively, seek to be paid Higher Duties in accord with the terms and provisions of Clause 3.4 “Higher Duties” hereof.
- x) *Succession Planning –* All Parties to this Certified Agreement agree that, as part of employee training and development, the Council will introduce specified succession planning activities for a number and range of employees.

*xi) Employee Performance Management Framework –*

- a) To support continuous improvement in the quality and productivity of Council services, Council will develop annual organisational wide individual performance appraisal system during the term of this agreement.
- b) It is recognised that performance indicators are not an end in themselves but are a means of identifying trends and efficiency against Best Practice benchmarks. They enable the identification of areas where there is potential for further improvement.

*xii) Absenteeism Management –*

- a) All Parties to this Certified Agreement agree that attendance at work is a basic requirement for successful delivery of Council services to its' communities.
- b) All Parties therefore agree to identify and analyse circumstances where attendance is not being optimised and to take specific action to improve such attendance issues. "Absenteeism" is defined as all personal leave paid or unpaid and with or without a Medical Certificate.
- c) Whilst there will be a concerted effort to address attendance issues at all times, as one specific step, at the end of each three (3) monthly period, each Manager/Supervisor will review employees' attendance records for those employees for whom they are responsible and whom have been absent from work for more than three (3) days on personal leave during the three (3) month period. Where considered necessary, issues of concern will be raised directly with the relevant employee.

*xiii) Compliance with Council Policies –*

- a) All Parties recognise that a significant contributor to successful Council performance and service delivery is the compliance of employees with all Council operational and related Policies.
- b) All Parties therefore agree to identify and analyse circumstances where such compliance is not being optimised and to take specific action to improve such compliance.

## **PART 6 – LEAVE AND STATUTORY HOLIDAYS**

### **6.1 Annual Leave**

*i) Entitlement –*

- a) The provisions of this Clause apply in accord with the terms and conditions hereof plus any relevant Sections of the Queensland Industrial Relations Act 1999 as amended from time to time.
- b) Every employee (other than a casual employee) covered by this Award shall at the end of each year of employment, be entitled to annual leave on full pay as follows:
  - i. Not less than 6 weeks (of 218 hours) if employed on shiftwork where 3 shifts per day are worked over a period of 7 days per week;
  - ii. Not less than 5 weeks (of 190 hours) in any other case.
- c) Annual leave shall be exclusive of any public holiday which may occur during the period of that annual leave and shall be paid for by the Employer in advance unless the employee has requested otherwise in writing.

*ii) Annual Leave Payments – Annual leave will only be paid in advance at the specific written request of any employee. Annual Leave in all other circumstances will be paid at the same time as usual fortnightly payments –*

- i. 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 Award at that excess rate; and
- ii. In every other case, at the ordinary rate payable to the employee concerned immediately prior to that leave under this Award.
- iii. If the employment of any employee is terminated at the expiration of a full year of employment, the Employer shall be deemed to have given the annual leave to the employee from the date of the termination of the employment and shall forthwith pay to the employee in addition to all other amounts due for 5 or 6 weeks as the case may be and also ordinary pay for any public holiday occurring during such period of 5 or 6 weeks.

- iv. If the employment of any employee is terminated before the expiration of a full year of employment such employee shall be paid, in addition to all other amounts due, a pro rata annual leave payment.

iii) *Leave Accrual During Absence* –

a) In calculating a year of employment :

- i. a period exceeding 3 months during which an employee has been absent on leave without pay granted by the Employer is not to be taken into account;
- ii. a period during which an employee has been absent without pay and without the Employer's authority, other than a period of absence not exceeding 3 months on account of illness or injury certified to by a legally qualified medical practitioner, is not to be taken into account.

iv) *Annual Leave In Advance* –

- a) If an employee and Employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave.
- b) An employee who has taken in advance the whole of the annual leave that would be due at the end of a year of employment, is not entitled to any further annual leave at the end of that year of employment.
- c) An employee who has taken in advance part of the annual leave that would be due at the end of a year of employment, becomes entitled at the end of that year of employment to the part of the annual leave not already taken.

v) *Calculation of annual leave pay* –

- a) Annual leave pay (including any proportionate payments) shall be calculated as follows:
  - i. Shift workers – the rate of wage to be paid to a shift worker shall be the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
  - ii. Other workers – the rate of wage to be paid to other workers shall be the rate payable for work in ordinary time according to the employee's roster or projected roster.
- b) All employees – In no case shall the payment by an Employer to an employee be less than the sum of the following amounts:
  - i. the employee's ordinary wage rate as prescribed by the Award for the period of the annual leave (excluding shift premiums and week-end penalty rates);
  - ii. a further amount calculated at the rate of 17 ½%.
- c) Clause 6.1 (v) (b) (ii) shall not apply to the following:
  - i. Any period or periods of annual leave exceeding:
    - 6 weeks in the case of employees concerned in a calling where 3 shifts per day are worked over a period of 7 days per week; or
    - 5 weeks in any other case;
  - ii. Employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

vi) *Application For Leave by Employee* –

- a) An employee, unless exceptional circumstances exist as approved by Council, shall submit their application for Annual Leave at least 4 weeks before the date of commencement of such leave.
- b) Unless the Council advises to the contrary within 7 days of receipt of such application, the leave is deemed to be approved;

vii) *Notice Given by Employer of Leave To Be Taken* –

- a) Reasonable notice of the commencement of annual leave shall be given to an employee;
- b) Where an employee is given Notice in accord with this subclause, of their requirement to take annual leave as from a specific date, at least 4 weeks' notice of such requirement shall be given to the employee.

viii) *Annual Payment In Lieu of Leave* – Except as hereafter provided, it shall not be lawful for the Employer to give or for any employee to receive payment in lieu of annual leave at any time except on termination:

Provided that an employee may elect in writing to "cash-out" once annually each calendar year, at a time of their choosing, one week's annual leave (including payment of the annual leave loading) from their accumulated annual leave balance.

ix) *Leave debits* – Annual leave debits will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

x) *Annual Closedown* –

- a) Where an Employer closes down its operations or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in that section or sections concerned, the following provisions shall apply:
  - i. the Employer may stand-off for the duration of the closedown, all employees in the plant or section or sections concerned, and allow to those who are not then qualified for 5 or 6 week's full weeks' holidays paid leave on a proportionate basis;
  - ii. an employee who has then qualified for 5 full weeks' leave, and has also completed further service shall be allowed proportionate leave for the period of service in excess of 12 months;
  - iii. all time during which an employee is stood-off without pay shall be deemed to be time of service in the next 12 monthly qualifying period, provided that this shall not apply where the period of employment including the period stood-down does not exceed 6 weeks:

Provided that the foregoing conditions shall also apply in the event of annual leave being staggered so that employees entitled to annual leave may be broken into 2 groups which overlap into a closedown of not more than 2 working weeks (plus public holidays occurring therein), and employees with a lesser period of service may be stood-down.

## 6.2 Personal Leave

i) *Entitlement* –

- a) The provisions of this Clause apply in accord with the terms and conditions hereof plus any relevant Sections of the Queensland Industrial Relations Act 1999 as amended from time to time.
  - b) The provisions of this clause apply to full-time and, part-time employees (on a pro rata basis) and temporary-term (on a pro rata basis) but do not apply to casual employees.
- ii) *Amount of paid personal leave* – 15 days paid personal leave per annum is available to an employee, other than a casual employee, when they are absent due to personal illness or injury or 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.
- iii) *Notice of Leave To Be Taken*–Each employee taking Personal Leave is to notify or cause to notify, their relevant supervisor/manager before their usual starting time the fact of taking Personal Leave, the reasons for taking such leave and the estimated length of absence. Failure to provide such Notice may result in non-payment of Personal Leave for that day.
- iv) *Evidence of Genuine Absence* – All parties to this Certified Agreement agree that all absence because of illness must be genuine and therefore any paid absence on personal leave for reasons of illness shall be contingent upon production by the employee concerned of either a certificate from the duly qualified medical practitioner or other evidence satisfactory to Council.
- v) *Accumulation of personal leave* – At the end of each year of employment, unused personal leave accrues by the lesser of:
- a) 15 days less the amount of personal leave taken from the current year's personal leave entitlement in that year; or
  - b) The balance of that year's unused personal leave.
- vi) *Effect of worker's compensation or Sports Payments* – 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 employee outside the scope of the employee's employment caused by or contributed to by the employee's own negligence or participation in sport or games in respect of which such employee receives any payment by way of fee or bonus.
- vii) *Re-engagement Entitlement* – If an employee is terminated by Council and is then re-engaged by Council within a period of 3 months then the employee's unclaimed balance of personal leave, or balance not paid out in accordance with Clause 6.2 (x) hereof, shall continue from the date of re-engagement.
- viii) *Full Use of Entitlement* – 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.
- ix) *Use of Accumulated Personal Leave* – An employee is entitled to use accumulated personal leave for the purposes of personal leave to a maximum of not more than 26 weeks' absence from work through illness in any one year.

- xi) *Portability of Credits Recognised From Other Councils* – Council may provide portability for personal leave accumulated with a previous employing Queensland local government councils provided that the employee’s service as 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 and untaken at the time of termination.  
Continuous service is defined to include service with a Queensland local government council or with more than one Queensland local government 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 weeks.
- x) *Personal Leave to Care for an Immediate Family or Household Member* –
- a) An employee is entitled to use any personal leave entitlement which has accrued 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.
  - b) Definitions - The term immediate family includes:
    - i.a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse or defacto spouse of the same sex) of the employee; and
    - ii.a child or an adult child (including an adopted child whether by legal or traditional law, a foster child, an ex-foster child, a stepchild or an exnuptial child), parent, grandparent, grandchild or sibling of the employee or spouse or defacto spouse of the employee.
- xi) *Medical Certificate For Family Member* – The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- xii) *Unpaid Carer’s Leave* –
- a) An employee may take unpaid carer’s leave by agreement with Council.
  - b) 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 and support or who require care due to an unexpected emergency. Council and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion.
  - c) An employee taking unpaid carer’s leave may with the consent of Council 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 this Agreement.
  - d) An employee may elect with the consent of Council to take substitute accumulated annual leave entitlements for unpaid carer’s leave but annual leave loading will not be payable to such substituted leave.
- xi) *Access to Personal Leave for Additional Reasons* – Council recognises that employees have family responsibilities that must be considered ( such as Tombstone openings and the like) and accepts that there is a need to allow a more flexible approach to allow employees to strike a better balance between their family and work commitments. It is acknowledged that individual’s concerns external to Council can have a detrimental impact on an employee’s ability to maximise their full potential at the workplace.

Accordingly, employees may access up to five days paid leave per annum from an employee’s accrued personal leave entitlement for the following:

- a) To provide care and support for significant other persons for whom they have responsibility for providing care and support;
- b) To attend to the bereavement process as per Clause 6.3 (i) associated with the death of immediate and other significant family members ( note in the case of immediate family employees may access up to 3 days from their personal leave accruals in addition to the 2 days bereavement leave,
- c) To attend to planning of significant cultural and family related events e.g. tombstone unveilings etc.
- d) For the purpose of this clause only, significant other persons include a person who is not an immediate family member but related through birth or marriage, restricted to the following:

Grandparents, immediate uncle, aunt, cousin, niece, nephew and in-laws (mother, father, brother and sister). Also to include any persons whom the employee provides guardianship or primary care for (i.e. a child under “traditional adoption” or a person who is not a family member but resides with and comes under the primary care of the employee).

- e) Council may require an employee to provide evidence in relation to a period of such personal leave. The employee must give Council any evidence that Council requires of the illness, injury or death.
- f) Council will, wherever reasonably practicable provide flexible working arrangements which support employees in relation to their family and household responsibilities and responsibilities in relation to dependants.

- g) This clause does not distinguish between partners or employees on the basis of their gender or sexual orientation nor replace existing entitlements to family leave, which will still be available if the leave provided by this clause is exhausted.

xii) *Payout of Accumulated Personal Leave on Final Termination* – On the final termination of any employee, such employee will be entitled to a pay-out of accumulated personal leave on the following sliding scale for all Personal Leave accumulated as from the commencement of this Certified Agreement–

- a) With more than 3 years’ service but less than 15 years’ service and more than 80% of Personal Leave Entitlements accumulated - 12.5% of accumulated balance paid at the rate of pay for the employee on final termination; or
- b) With more than 15 and less than 20 years’ service and more than 75% of Personal Leave Entitlements accumulated - 25% of accumulated balance paid at the rate of pay for the employee on final termination; or
- c) With more than 20 years’ service and more than 70% of Personal Leave Entitlements accumulated – 50% of accumulated balance paid at the rate of pay for the employee on final termination.

### 6.3 Bereavement Leave

i) *Entitlement – Full-Time, Part-Time and Term Employees* –

Full-time, part-time and term employees shall, on each occasion of the death of a member of their immediate family or household in Australia, be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the Employer.

ii) *Entitlement – Long-term casual employees* –

a) A long-term casual employee is also entitled to at least 2 days unpaid bereavement leave on each occasion of the death of a member of the person’s immediate family or household in Australia.

b) A “long-term casual employee” is a casual employee engaged by a particular Employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under this Clause.

iii) *“Immediate family” includes* –

a) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse or defacto spouse of the same sex) of the employee; and

b) a child or an adult child (including an adopted child whether by legal or traditional law, a foster child, an ex-foster child, a stepchild or an exnuptial child, step-brother, step-sister.), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

iv) *Unpaid Bereavement Leave* – An employee with the consent of the Employer, may apply for unpaid leave when a member of the employee’s immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient to meet particular family circumstances.

v) *Outside Australia Bereavement* – An employee (other than a casual, or a school-based apprentice or a school-based trainee) shall be entitled to a maximum of 2 days’ leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee’s spouse, father or mother and where such employee travels outside of Australia to attend the funeral.

vi) *Extension of Access to Bereavement Leave by Council Discretion* – Notwithstanding the provisions of this Clause, Council may in its’ absolute discretion agree to extend the right of any employee to paid or unpaid bereavement leave based on particular family circumstances.

### 6.4 Parental Leave

i) *Entitlement* - This Certified Agreement provides for the terms and conditions of leave associated with Maternity leave, Parental leave, Adoption leave and Special Responsibility leave for the care and support of the employee’s immediate family or household consistent with and subject to the provisions of the Queensland Industrial Relations Act 1999 Division 2 “Parental Leave and the relevant provisions of the Queensland” Family Leave Award – State.

ii) *Review of Entitlement* - It is recognised by all Parties that there are current proceedings before the Queensland Industrial Commission which proceedings may have a significant effect on the Parties desires and the purpose of this Agreement. The Parties are also aware of the National Employment Standards embodied in the Commonwealth Government current employment law and are committed to applying as best

practice guidelines the elements of these National Employment Standards as they may apply to its operations and subject to any reflection of these National Employment Standards in Queensland Employment Law either by way of legislation changes and/or arising from Queensland Industrial Commission proceedings.

## **6.5 Long Service Leave**

- i) Entitlement – All employees covered by this Certified Agreement are entitled to long service leave on full pay on the basis of 13 weeks long service leave after 10 years and pro rata long service leave after 7 years to be awarded and taken in accordance with, the relevant provisions of Part 3 Long Service Leave of the Queensland Industrial Relations Act 1999 Act as amended from time to time.
- ii) Timing of Leave after initial 10 Years – Any employee, after having completed the initial period of 10 years long service, shall be entitled to take further long service leave, as approved by the Council, from the unused balances accumulated within and following that initial period of 10 years long service, at any time after the completion of the first 10 years of service.
- iii) Portability of Credits Recognised From Other Councils – Council will provide portability of long service leave accumulations and/or entitlements with a previous employing Queensland local government council In accordance with the provisions of the Queensland Local Government Act 2009 and Division 4 of the Queensland Local Government (Operations) Regulation of 2010.

## **6.6 Study Leave and Other Study Supporting Benefits –**

- i) *Entitlement –*
  - a) Employees undertaking courses of study formally approved by Council, or attending Council approved training courses, may be permitted, subject to Council agreement, time off with pay of up to a maximum of 5 hours per week (including travelling time) to attend lectures and such time as is necessary for practical training in normal working hours subject to the following provisos:
    - i.that such courses are deemed by Council to be appropriate to Local Government; and
    - ii.that such courses and the method of undertaking such courses are formally approved and authorised in writing by Council prior to the course commencing.
  - b) In addition to the benefits provided in Clause 6.6 (i) (a) employees undertaking examinations arising from an approved course of study or training shall be entitled an additional day’s time off with pay once per Semester or formal study term, on the day of such examinations if during normal working hours.
- ii) *Fees-* An employee who undertakes an approved course of study or training provided for in Clause 6.6 (i) hereof, shall have all compulsory fees (other than for supplementary examinations and late enrolment or late entry fees) reimbursed, after presentation to Council of receipts for the payment of such compulsory fees plus proof of passing the course examination/s.

## **6.7 Professional Development Conference Attendance**

- i) *Approved Conferences –* Further to the terms of Clause 6.6 hereof, Council may approve that an employee attend a recognised and approved Professional Development Conference for the purposes of either or both professional and personal development, and, acquisition or retention of, core or development skills, as assessed by Council as being relevant to the employee’s vocational classification. Such Conference Leave will be assessed on a “case by case” basis.
- ii) *Minimised Operational Disruption –* The taking of approved Conference Attendance Leave will be arranged in such a way to minimise any interruption of delivery of Council services.

## **6.8 Leave With or Without Pay**

- i) *Discretionary Entitlement –* Torres Shire Council may at its’ absolute discretion grant an employee leave without pay subject to circumstances being deemed by Council as deserving of same.
- ii) *Exceptional Circumstances –* In exceptional circumstances, Torres Shire Council may also decide to grant an employee leave with pay and debit such leave against any employee accumulated leave.

## **6.9 Natural Disaster Leave**

Torres Shire Council may at its’ absolute discretion grant an employee Natural Disaster Leave within Australia with and/or without pay subject to circumstances being deemed by Council as deserving of same.

## **6.10 Defence Forces Leave**

- i) *Entitlement and Payment -* Leave may be granted to an employee to attend camps, courses or schools of Her Majesty’s Naval, Military or Air Forces and where leave is so granted and where the service pay received by such employee is less than the employee’s ordinary rate of remuneration as an employee employed by

Council, then Council shall pay the employee the amount of the difference between the employee's service pay and the employee's ordinary remuneration.

- ii) *State Emergency Service* - The provisions of this clause shall also apply to employee members of the State Emergency Services (SES) and engaged on duties with the State Emergency Service during officially declared states of emergency or when called on by the SES, with all members of the local SES unit as an SES activity, to assist in emergency situations which constitute an immediate threat to a local community.
- iii) *Service Pay Definition* - For the purposes of this subclause means and includes all payments received by the employee from Her Majesty's Forces in respect of service, during the period of service leave, on whatever day or days, Monday to Sunday both inclusive, of the week or weeks in question.

#### **6.11 Jury Service**

- i) *Entitlement* – Leave without pay shall be granted to employees required to attend for Jury Duty.
- ii) *Reimbursement of Any Shortfall* – Where the amount of Jury fee is less than the normal salary of the employee Council shall make up the difference in payment to the employee.

#### **6.12 Cultural Leave**

- i) *Entitlement* – In recognition of the particular operating environment of Council and in recognition of Council's commitment to cultural diversity in the Communities in the Torres Shire Council local government area, Council agrees to approve "cultural leave" to an employee both with pay and without pay as Council may determine in its' absolute discretion.
- ii) *Assessment* – In granting such leave, Council recognises that each case will be assessed on the particular merits but at all times Council will make such decisions from the premise of recognising and supporting the cultural diversity within its' local government area.

#### **6.13 Statutory and "Bank" Holidays**

- i) *General Provision – Voluntary Day Off In Lieu of Payment* – Where the employee so elects and the employer agrees, an employee required to work on any public, statutory or Bank Holidays provided for by this Clause, may take a day off in lieu at some other date without loss of any ordinary pay.
- ii) *Entitlement* – All work done by an employee on 1 January (New Year's Day) 26 January (Australia Day) Good Friday, Easter Saturday, Easter Monday, 25 April (Anzac Day), the birthday of the Sovereign, 25 December (Christmas Day), and Boxing Day, or any day appointed under the Queensland Holidays Acts to be observed as a holiday in place of any such holidays in the State of Queensland, shall be paid for at the rate of double time and a half –with a minimum payment as for four hours at that rate:

Provided that all work performed by an employee on 1 May (Labour Day) or any day appointed under the Queensland Holidays Acts to be observed as a holiday in place of that holiday, shall be paid for at the rate of double time and a half with a minimum payment as for four hours at that rate.

For the purposes of this part of this clause double time and a half shall mean time and a half in addition to the employee's weekly, fortnightly or monthly salary, if the work is performed during the ordinary working hours prescribed by this Certified Agreement for the day of the week on which the holiday falls, or double time and a half in addition to the employee's weekly, fortnightly or monthly salary if the work is performed outside such ordinary working hours.

- iii) *Show Holiday* – All work done by an employee in a district specified from time to time by the Governor in Council by Order in Council published in the Queensland Government Industrial Gazette on the day appointed under the Queensland Holidays Acts to be observed as a holiday in relation to the annual agricultural, horticultural and/or industrial show held at the principal city or town, as specified in such Order in Council, of such district (or at the discretion of Council, two half days in lieu thereof) shall be paid for at the rate of double time and a half:

Provided that where no such day is gazetted for a district, the Council in that district shall nominate in each calendar year a day being one of the days Monday to Friday inclusive which shall for the purpose of this part of this clause be deemed to be a Public Holiday.

No employee shall be entitled to receive or be paid for more than one Show Day holiday in each calendar year.

- iv) *Additional Public Holiday* – Where in a State or Territory or locality within a State or Territory an additional Public Holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or Territory or a locality thereof, or when such a proclaimed or gazetted day is, by any

required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the employees who are employed in the State, Territory or locality in respect of which the holiday has been proclaimed or ordered as required.

- v) *Part- Time Employee Entitlements* – A part-time employee whose usual day of work falls on a Public Holiday shall be entitled to be absent for the day without loss of pay. Where a part-time employee is directed to work on a Public Holiday, then such employee shall be paid double time and a half for all time worked. Provided that, where a part-time employee does not work the same hours week by week, then, in each week which contains a Public Holiday, the ordinary hours of duty of such an employee shall be reduced to one fifth for each Public Holiday so occurring.
- vi) *Casual Employees* – All time worked by a casual employee on any of the Public Holidays mentioned in clause 52 (i) above, shall be paid for at the appropriate hourly rate plus 150% with a minimum payment as for four hours work.
- vii) *Bank Holidays* – Employees shall be further entitled to two days off, locally known as “Bank Holidays”, per annum without loss of pay for the celebrations held by the Torres Shire Community on 3 June each year and known as the holiday for “MABO DAY” and held on 1 July each year and known as the holiday for the “COMING OF THE LIGHT” and historically known as “Bank Holidays”: Provided that if such date falls on a Saturday or a Sunday, no such holiday shall be observed.

## **PART 7 – OCCUPATIONAL SAFETY**

### **7.1 Safety and Environment**

#### *i) Safe Work Practices -*

- a) All Parties recognise the “mutual safety obligations” of both the Torres Shire Council and employees as a result of the requirements of the Queensland Workplace Health and Safety Act 1995 as amended from time to time.
- b) Both the Torres Shire Council and all of its employees agree that all Parties must fully comply at all times with the responsibilities contained in the Torres Shire Council Workplace Health & Safety Policy Statement and Work Plan.

#### *ii) Workplace Protective Clothing and Equipment -*

- a) All employees agree to wear at all times, the safety protective clothing and equipment provided by the Council in accordance with its’ responsibilities and requirements in accord with the Workplace Health and Safety Act Queensland as amended from time to time.
- b) All Parties to this Certified Agreement agree that failure to observe the terms of this Clause may lead to disciplinary action against an employee in accord with the terms and provisions of the Queensland Local Government Act 2009 as amended from time to time.

## **PART 8 – OTHER SUPPORTING CONDITIONS**

### **8.1 Attendance at Work - Personal Travelling Arrangements**

- i) *Recognition of Travel Circumstances* - Torres Shire Council recognises that the special geographical island features of its’ local government area means that in certain circumstances some employees are required to make personal travel arrangement for daily attendance at work, in line with ferry or other services outside the control of Council.
- ii) *Employee Obligations* - However, at all times, employees shall make their travel arrangements to meet the normal operational requirements of Council unless otherwise specifically agreed with Council.

### **8.2 Inter-Island Travel**

- i) *Within Span of Hours* – All employee inter-island travel required by Council will be undertaken by employees wherever possible within the span of ordinary hours on any one day or during ordinary time.
- ii) *TOIL for Outside of Span of Hours* - Any employee whom is required to undertake inter-island travel outside of the ordinary span of hours or on overtime, shall accumulate such equivalent time “hour for hour” to their “TOIL” balance, and take such “TOIL” as provided for in Clause 4.6 (viii) hereof.

### **8.3 Payment of All Monies Owed to the Employer on Termination**

It is agreed by all Parties that where employees request in writing and the employer agrees in writing to deduct monies from the employee’s wages for the purposes of repaying monies owing for services provided by the employer, any monies still owing at termination shall be deducted from the employee’s termination payments.

**8.4 Reimbursement – Employees Using their Own Vehicles –**

Employees using their own vehicles for approved Council activities will be reimbursed in accordance with the Queensland Government Directive 09/2009 as contained in Schedule 4 hereof and as amended from time to time.

**8.5 Staff Accommodation and Housing**

- i) *Travel Away From Home Accommodation to be Provided* – Where Council requires an employee to stay away overnight from their usual home, for the purposes of conducting Council business, it shall provide such accommodation free of charge to the employee and shall be of a standard reasonably available.
- ii) *Council Sole Discretion on Provision of Accommodation* - Council may provide at its' sole discretion, long stay and/or permanent accommodation to any Council employee in accord with Council's Housing Policy as contained in Clause 1.14 hereof.

**8.6 Council Uniforms**

- i) *Uniforms to be Worn* – All employees agree to wear at all times, the official Torres Shire Council Staff Uniform, provided in accord with the Council's Policy as contained in Clause 1.14 hereof.
- ii) *Disciplinary Action* – All Parties to this Certified Agreement agree that failure to observe the terms of this Clause may lead to disciplinary action against an employee in accord with the terms and provisions of the Queensland Local Government Act 2009 as amended from time to time.

**8.7 Time and wages record**

An Employer must keep, at the place of work in Queensland, a time and wages record maintained and available for inspection, in accord with the requirements of the Queensland Industrial Relations Act 1999 as amended from time to time.

**PARTIES SIGNATURES****SIGNATURE PAGE**

Signed for and on behalf of :

Torres Shire Council ..... Bernard Anthony McCarthy

ABN 34108162398:

In the presence of: .....Marina Schaefer

Date: 12 November 2010

Signed for and on behalf of:

The Australian Workers' Union of Employees Queensland..... W. P. Ludwig

ABN 54 942 536 069:

In the presence of: ..... Ben Swan

Date: 22 November 2010

Signed for and on behalf of:

Queensland Services, Industrial Union of Employees: ..... Ian Buckley

ABN 13 540 483 194

In the presence of:.....Tneka Springett

Date: 17 November 2010

## **SCHEDULE 1 - Classification Structure**

### **Local Government Employees**

#### **S1.1 Local Government Employee - Level 1**

Labourer Grade 1  
 Surveyors Labourer  
 Drillers - Water Wells up to 300 m  
 Drillers - Water Wells over 300 m  
 Drillers - Sub Artesian Bores up to 300m  
 Municipal Baths - Other Employees  
 Caretaker  
 Day Cleaner  
 Other Employees -  
 Cemeteries  
 Bar Attendant/Drinkwaiter  
 Other Cook -  
 South East Queensland  
 Excluding South East Queensland  
 Bus Depot Attendants  
 Car Park Attendants  
 Watchpersons/Gatekeepers

#### **S1.2 Local Government Employee - Level 2**

Labourer Grade 2  
 Surveyors Chainperson Grade II  
 Surveyors Cooks  
 Head Drillers (Water Wells) up to 300 metres  
 Head Drillers (Water Wells) over 300 metres  
 Driller (Sub Artesian Bores) 300 metres to 600 metres  
 Head Driller (Sub Artesian Bores) up to 300 metres  
 Head Driller (Sub Artesian Bores) 300 metres to 600 metres  
 Driller (Sub Artesian Bores) over 600 metres  
 Turncock  
 Motor Vehicle Driver with capacity over 1.27t to 3.04t  
 Motor Vehicle Driver with capacity over 3.04t to 6.08t  
 Rubbish Vehicle Driver's Assistant  
 Sanitary Vehicle Driver's Assistant  
 Driver of Motor Bus  
 Single Hand Cook

#### **S1.3 Local Government Employee - Level 3**

Labourer Grade 3  
 Labourer Grade 4  
 Operator of Ride-on Mower/Tractor with implements  
 Form Setter's Assistant  
 Gearperson or Derrickperson  
 Surveyor's Chainperson Grade 1  
 Patrolperson Animal Control Grade 1  
 Beach Inspector - First 6 months  
 Parking Patrol Officer - First 12 months  
 Persons in Charge - Municipal Baths  
 Drivers of Motor Vehicles with capacity exceeding 6.08t (For each complete 1.01t in excess of 6.09t an additional amount of \$0.88 per week)  
 Operator of Pneumatic Tyred Tractor without powered attachments to 70 KW  
 Operator of Pneumatic Tyred Tractor with powered attachments up to 35 KW  
 Operator of Crawler Tractor without powered attachments up to 4535 kgs  
 Operator of Crawler Tractor with powered attachments up to 2721 kgs  
 Operator of Powered Vibrating Road Roller up to 4 tonne  
 Operator of Pneumatic Tyred Powered Road Roller up to 8 tonne  
 Operator of Steel Wheeled Powered Road Roller up to 8 tonne  
 Operator of Pile Driving Machine  
 Motor Mower Driver - Cemeteries  
 Attendant to Graves

**S1.4 Local Government Employee - Level 4**

Labourer Grade 5  
 Surveyor's Instrument Hand  
 Operator of Automotive Ride-on Linemarker  
 Beach Inspector- second 6 months  
 By-laws Patrolperson Grade 1  
 Patrolperson Animal Control Grade 2  
 Parking Patrol Officer - Thereafter  
 Rigger  
 Grave Digger  
 Head Waiter  
 Operator of Forklift up to 5000 kg  
 Operator of Forklift over 5000 kg  
 Operator of Hydraulic Mobile Platform  
 Earthmoving Equipment Assistant Serviceperson

**S1.5 Local Government Employee - Level 5**

Ganger - 4 persons or under  
 Ganger - 5 to 10 persons  
 Noxious Plant Supervisor  
 Operator of Street Sweeping Machine  
 Ganger Class B on Water Supply and Sewerage  
 Batching Plant Operator  
 Dam and Reservoir Caretaker  
 Water Treatment Plant Operators Assistant  
 Beach Inspector - after 12 months  
 Form Setter  
 Bridge Carpenter  
 Bridge Carpenter - Concrete Bridges  
 By-laws Patrolperson Grade 2  
 Patrolperson Animal Control Grade 3  
 Manager - Municipal Baths  
 Parking Meter Maintenance Attendant  
 Qualified Cook  
 Operator of Single Unit Grader up to 35 KW  
 Operator of Scraper Loader up to 10 cubic metre capacity  
 Operator of Excavator up to .5 cubic metre capacity  
 Operator of Front-end or Overhead Loader up to 2.25cubic metre capacity  
 Operator of Pneumatic Tyred Tractor without powered attachments  
 Operator of Pneumatic Tyred Tractor with powered attachment up to 110 KW  
 Operator of Crawler Tractor without powered attachment - over 4535 kgs shipping weight  
 Operator of Crawler Tractor with powered attachment 2721 to 18143 kgs shipping weight  
 Operator of Powered Vibrating Road Roller over 4 tonne  
 Operator of Pneumatic Tyred Powered Road Roller over 8 tonne  
 Operator of Steel Wheeled Powered Road Roller over 8 tonne  
 Earthmoving Equipment Serviceperson  
 Backhoe Operator  
 Driver of Mobile Crane - up to 15 tonnes

**S1.6 Local Government Employee - Level 6**

Ganger - More than 10 persons  
 Shire/City Ranger  
 Senior Shire/City Ranger  
 Impounder Grade 1  
 Impounder Grade 2  
 Ganger Class A - Water Supply and Sewerage  
 Operator - Primary Treatment Plant  
 Sewerage Treatment Plant Operators Assistant  
 Diver  
 Operator of Single Unit Grader over 35 KW  
 Operator of Scraper Loader over 10 cubic metre capacity  
 Operator of Excavator over .5 metres  
 Operator of Front-end or Overhead Loader over 2.25 cubic metres  
 Operator of Pneumatic Tyred Tractor with powered attachment - over 110 KW  
 Operator of Crawler Tractor with powered attachments over 18143 kgs shipping weight  
 Driver of Mobile Crane - over 15 tonne

**S1.8 Local Government Employee - Level 8**

Operator Class II Sewerage Treatment Plant

Operator Water Treatment Plant

**S1.9 Local Government Employee - Level 9**

Operator Class I Sewerage Treatment Plant

**Local Authority Theatres**

This applies to the employers as defined in clause 1.5.3 of the Award, and their employees engaged in or in connection with Theatres. For the purposes of Schedule 2 the term Theatres shall include cinemas, complexes holding live performances and multi-purpose complexes capable of operating as a cinema and holding live performances.

**1. Definitions of classifications**

1.1 Technical Manager - means an employee who has overall responsibility for the operation and maintenance of technical systems and the supervision of staff.

1.2 Senior Theatre Technician - means an employee appointed as such by the Employer who is required to undertake a level of responsibility significantly higher than that of a Technician. Such responsibility shall include the supervision of a Technician or Assistant Technician.

1.3 Theatre Technician - means an employee required to perform technical and operational duties related to lighting systems, sound systems and other technical systems including the operation of such systems during performances. The duties of this position may include the operation and maintenance of projection equipment.

1.4 Projectionist - means an employee whose primary duty is to be in charge of projection equipment and presentation of pictures and sound entertainment, including the supervision and running maintenance of the projection equipment.

1.5 Assistant Theatre Technician - means an employee who, under the direction of a Technician or Senior Technician assists in the maintenance and operation of a Theatre's technical systems. The Assistant Technician may be required to operate a spot light during performances.

1.6 Stage Co-ordinator - means an employee engaged in the preparation (including carpentry work) of stage and backstage areas for a production and the operation of mechanical systems during productions.

1.7 Stage Assistant - means an employee primarily engaged on unskilled duties relating to the preparation of the stage and back-stage areas for productions.

1.8 Utility Person - means an employee who is mainly engaged on unskilled work but who performs slightly skilled repair work for the maintenance of the premises and/or bill boards wherever situated.

1.9 Senior Ticket Seller - means an employee who, in addition to the major function of ticket selling assists in the co-ordination and functioning of a box office, booking office and related areas.

1.10 Ticket Seller - means an employee whose principle duty is selling tickets.

1.11 Front of House Co-ordinator - means an employee who, in addition to other front of house duties, is responsible for the co-ordination of front of house staff and the efficient functioning of the front of house services during productions.

1.12 Program/Merchandise Seller - means an employee whose principle duty is the selling of programs and/or merchandise, including the handling of cash.

1.13 Front of House Staff - means an employee who carries out front of house duties which may include ticket taking, attending doors and ushering.

1.14 Performance - means a period commencing from, at the earliest, one hour before a performance commences through to one hour after the conclusion of that performance, but not exceeding 4.5 hours during which a performance employee is paid a fixed rate.

**Children's Services****Definitions**

1.3.1 "Assistant Director" means an employee appointed as such who is approved in terms of the relevant legislation to have charge of the Centre in the absence of the Director.

1.3.2 "Broken Shift" means a shift of work performed by employees in the Outside School Hours Care Program which is broken into not more than 2 periods (excluding rest pauses and meal breaks), where the unpaid break in between such periods is greater than one hour.

1.3.3 "Child Care Legislation" means the *Child Care Act 2002* and the *Child Care Regulation 2003* as amended from time to time and any predecessor legislation where relevant or consequential amendments.

1.3.4 "Children's Services Worker" means an employee who is engaged in the provision of child care within a Centre and/or who is engaged in functions in or in connection with the general operation of the Centre including but not limited to all aspects of food preparation and service, cleaning and maintenance of all areas of the Centre (internal and external) to the standards required by the employer.

1.3.5 "Centre Based Care" means care for children in a centre as defined in the Child Care Legislation.

1.3.6 "Assistant Children's Services Worker - Unqualified" - means an employee who:

- (a) has successfully completed Year 12 at Secondary School; or
- (b) on the day the person is first employed as an assistant, is at least 17 years of age and is undertaking, or has completed a Child Care Practice Certificate at a College of Technical and Further Education. An assistant who is not an adult must be supervised by an appropriately approved Group Leader. Duties would include, but not be limited to, some or all of the following:
  - (i) assist in the implementation of the early childhood program under supervision;
  - (ii) implement daily routine;
  - (iii) ensure the health and safety of the children in their care;
  - (iv) give each child individual attention and comfort as required;
  - (v) work in accordance with the licensing requirements of Child Care Legislation;
  - (vi) understand and work according to the Centre or Service's policy;
  - (vii) perform general duties associated with the operation of the Centre, including but not limited to all aspects of food preparation, service and cleaning/maintenance of all areas of the Centre (internal and external).

1.3.7 "Children's Services Worker - 1 Year Qualified" means an employee who has completed an AQF Certificate 3 or 4 in Children's Services.

- (a) This classification will also include a cook who prepares at least one full meal per day for each of a substantial proportion of children present at the Centre.
- (b) Duties would include, but not be limited to, some or all of the following:
  - (i) any of the duties of an Assistant Children's Services Worker - Unqualified;
  - (ii) co-ordinate and direct activities of unqualified workers engaged in the implementation of programs and activities in group settings;
  - (iii) liaise with parents;
  - (iv) ensure a safe environment is provided for the children;
  - (v) ensure that records are maintained and are up-to-date concerning each child in their care;
  - (vi) assist in the development, implementation and evaluation of daily routines;
  - (vii) be responsible to the Director for the assessment of students on placement;
  - (viii) ensure the Centre or Service's policies are adhered to.
  - (ix) assist the Director in the assessment of students on placement to the level of their competency;
  - (x) under direction, work with individual children with particular needs;
  - (xi) undertake and implement the requirements of quality assurance;
  - (xii) administer first aid to the level of their competency when appropriate.

1.3.8 "Commission" means the Queensland Industrial Relations Commission.

1.3.9 "Group Leader - 1 Year Qualified" means an employee who has completed a Certificate 3 or 4 in Children's Services.

- (a) Duties would include, but not be limited to, some or all of the following:
  - (i) carrying out the work of a Group Leader;
  - (ii) the co-ordination of the activities of a group of children;
  - (iii) general supervision of workers in the Centre;
  - (iv) assisting in the Centre's or the Service's administrative functions;
  - (v) any of the duties of Children's Services Worker - 1 Year Qualified;
  - (vi) to ensure that a developmentally appropriate program is planned and implemented for each child;
  - (vii) to assess the needs of each child and monitor the child's progress;
  - (viii) to maintain effective communication with a parent of each child in the group that the person leads;
  - (ix) administer first aid to the level of their competency when appropriate.

1.3.10 "Group Leader - 2 Year Qualified" means an employee who has completed an AQF Diploma in Children's Services.

- (a) A Registered Nurse who has enrolled in or has successfully completed an appropriate bridging course in Early Childhood studies will also meet the criteria for a 2 Year Qualified Group Leader.
- (b) Duties would include, but not be limited to, some or all of the following:
  - (i) any of the duties of a Group Leader - 1 Year or less;
  - (ii) work as the person in charge of a group of children in the age range from birth to 12 years;
  - (iii) take responsibility in consultation with the Director for the preparation, implementation and evaluation of a developmental program for individuals and groups of children in care;
  - (iv) co-ordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;
  - (v) contribute, through the Director, to the development of the Centre or Service's policies;
  - (vi) ensure that the policies and practices of the Centre are maintained;
  - (vii) administer first aid to the level of their competency when appropriate.

1.3.11 "Group Leader - 3 Year Qualified" means an employee who has completed an AQF Advanced Diploma or higher qualification in the field of Children's Services or Education.

(a) Duties will include, but not be limited to, some or all of the following:

- (i) any of the duties of a Group Leader - 2 Year Qualified;
- (ii) work as the person in charge of a group of children in the age range from birth to 12 years;
- (iii) take responsibility in consultation with the Director for the preparation, implementation and evaluation of a developmental program for individuals and groups of children in care;
- (iv) co-ordinate and direct the activities of workers engaged in the implementation and evaluation of developmental programs and activities in a group setting;
- (v) contribute, through the Director to the development of the Centre or Service's policies;
- (vi) ensure that the policies and practices of the Centre are maintained;
- (vii) administer first aid to the level of their competency when appropriate.

1.3.12 "Assistant Director - 2 Year Qualified" means an employee who has completed an AQF Diploma in Children's Services.

1.3.13 "Assistant Director - 3 Year Qualified" means an employee who has completed an AQF Advanced Diploma or higher qualification in the field of Children's Services or Education.

1.3.14 Duties of Assistant Director (2 Year Qualified and Minimum 3 Year Qualified) include, but are not limited to, some or all of the following:

- (a) all of the duties of a Group Leader - Minimum 3 Year Qualified;
- (b) to supervise the programs and the quality of care that the service provides;
- (c) to maintain the Service's policies and practices;
- (d) to maintain effective liaison with other agencies in the community;
- (e) to maintain the Centre's records;
- (f) supervising qualified and unqualified workers;
- (g) planning and co-ordinating in-service training for the Centre or Service;
- (h) planning and implementing programs for children with special needs, including, but not limited to, children with disabilities and children of non-English speaking background;
- (i) take responsibility for the day-to-day management of the centre or service in the temporary absence of the Director;
- (j) administer first aid to the level of their competency when appropriate.

1.3.15 "Director 2 Year Qualified" means an employee who has completed an AQF Diploma in Children's Services.

1.3.16 "Director - 3 Year Qualified" means an employee who has completed a AQF Advanced Diploma or higher qualification in the field of Children's Services or Education.

1.3.17 Duties of Directors (2 Year and Minimum 3 Year Qualified) include, but are not limited to, all or some of the following:

- (a) responsibility for the overall administration of the Centre or service;
- (b) to develop, implement and supervise developmental programs and the quality of care that the Service provides;
- (c) to maintain the Service's policies and practices;
- (d) to establish a process for the recruitment, orientation and support of staff;
- (e) to identify and assist in meeting in-service training needs of staff;
- (f) to establish and maintain effective communication systems with staff and parents;
- (g) to establish and maintain liaison with other agencies in the community (as required);
- (h) to maintain the Centre's records;
- (i) recruit staff in consultation with the Manager/Owner or Licensee of the Centre;
- (j) to keep day-to-day accounts and handle clerical administrative matters;
- (k) ensure that the Centre or Service adheres to all relevant Regulations;
- (l) formulate and evaluate annual budgets in liaison with relevant authorities where necessary;
- (m) all of the duties of an Assistant Director;
- (n) administer first aid to the level of their competency when appropriate.

#### ***Outside School Hours Care and Vacation Care***

1.3.18 "Assistant Children's Services Worker - Unqualified" means an employee who is unqualified and is employed to assist at an Outside School Hours Care and Vacation Care Service.

(a) An Assistant must be supervised by a Co-ordinator.

(b) Duties would include, but not be limited to, some or all of the following:

- (i) supervise children's activities;
- (ii) ensure the health and safety of the children in care;
- (iii) take a genuine interest in the children, their activities and participate in these as much as possible;
- (iv) supervise sports activities;
- (v) routine communication with parents to the level of the employee's competence;

- (vi) assist in developing and implementing programs/activities;
- (vii) understand and work according to the Centre's policies.

1.3.19 "Children's Services Worker - 1 Year Qualified" means an employee who has completed an AQF Certificate 3 or 4 in Children's Services.

- (a) This classification will also include a cook who prepares at least one full meal per day for each of a substantial proportion of children present at the Centre.
- (b) Duties would include, but not be limited to, some or all of the following:
  - (i) any of the duties of an Assistant Children's Services Worker - Unqualified;
  - (ii) co-ordinate and direct activities of unqualified workers engaged in the implementation of programs and activities in group settings;
  - (iii) liaise with parents;
  - (iv) ensure a safe environment is provided for the children;
  - (v) ensure that records are maintained and are up-to-date concerning each child in their care;
  - (vi) assist in the development, implementation and evaluation of daily routines;
  - (vii) be responsible to the Director for the assessment of students on placement;
  - (viii) ensure the Centre or Service's policies are adhered to.
  - (ix) assist the Director in the assessment of students on placement to the level of their competency;
  - (x) under direction, work with individual children with particular needs;
  - (xi) undertake and implement the requirements of quality assurance;
  - (xii) administer first aid to the level of their competency when appropriate.

1.3.20 "Assistant Co-ordinator - Qualified - Large Service" means an employee who is required to assist a Co-ordinator of After School Hours Care as prescribed by the Child Care Legislation to manage a licensed Outside School Hours Care service licensed to accommodate 60 or more children at any time of the day. Their duties include, but are not limited to, some or all of the following:

- (a) all of the duties of an Assistant Children's Services Worker - 1 Year Qualified;
- (b) in consultation with the Coordinator prepare, implement and evaluate developmentally appropriate programmes for individual children or groups of children in care;
- (c) supervise staff and ensure staff members fulfill their various duties and responsibilities;
- (d) ensure a safe environment is maintained for both children and staff;
- (e) ensure records are maintained accurately for each child in care;
- (f) ensure a service's policies and procedures are adhered to;
- (g) liaise as need be with members of a child's family;
- (h) administer first aid to the level of their competency when appropriate.

1.3.21 "Co-ordinator - Unqualified" means an employee who co-ordinates and manages an After School Hours Care and/or Vacation Care Service for children and has no relevant post secondary qualification. The duties would include, but not be limited to, some or all of the following:

- (a) develop and/or oversee programs and ensure they offer a balance of flexibility, variety, safety and fun;
- (b) supervise the programs/activities, staff and ensure each staff member is fulfilling their relevant duties and responsibilities;
- (c) carry out administration tasks including fee collection and receipting, banking, staff pay, etc;
- (d) administer first aid when appropriate to the level of their competency;
- (e) to work positively in working with parents and/or Committees;
- (f) understanding and working in accordance with the Service's policies.

1.3.22 "Co-ordinator - Qualified" means an employee who has completed a AQF Diploma in Children's Services. The duties would include those listed under Co-ordinator - Unqualified.

1.3.23 "Joint Union/Employer Validation Committee" means a Committee with equal representation of Union/Employer, set up to resolve disputes between employees and employers in relation to incremental levels of pay or to relevant/equivalent qualifications.

1.3.24 "Outside School Hours Care" means care of children provided in schools, supervised playgrounds and other establishments, but not including child care centres as defined in the Child Care Legislation, outside normal school hours.

1.3.25 "Teacher" means an employee who meets the following criteria:

- (a) that the employee holds a 3 or 4 year qualification in early childhood studies as approved under the Child Care Legislation; and
- (b) that the employee be registered with the Board of Teacher Registration; and
- (c) that the employee be required to deliver an educational program.

1.3.26 "Vacation Care" means care of children provided in schools, supervised playgrounds and other establishments, but not including child care centres, as defined in the Child Care Legislation, during school vacations.

1.3.27 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

## **Administration Services**

### **LEVEL 1**

#### ***Characteristics of the Level***

At the first level of the Administration Services stream, officers 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. Officers' 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, officers 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 officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section.

Officers 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 officers 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, officers 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. Officers 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, officers may be required to assist senior officers with specific projects.

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

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

Officers 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 officers.

Officers 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 officers 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 pr

### ***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 officers.

### ***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, officers 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 officer.

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 officers. Officers may receive instruction on the broader aspects of the work. In addition, officers may provide assistance to lower classified employees.

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

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

Officers 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.

Officers 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 officer;
- 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 officer;
- provide a service utilising the full functions of a desk top publisher;
- where prime responsibility lies in a "professional" field under direct supervision:-
  - (1) officers may undertake some minor phase of a broad or more complex assignment;
  - (2) provide assistance to senior officers.

### ***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, officers 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. Officers will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition, officers 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 officers 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.

Officers 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.

Officers 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 officer 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 officers;
- 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, officers 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, officers are subject to general direction from senior officers. Officers 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.

Officers 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, officers at this level may be required to assist in the preparation of or prepare the departmental budget. Officers at this level will be required to provide expert advice to lower classified officers.

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

Officers 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.

Officers 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 officers;
- 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, officers 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 officers.

#### *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, officers operate under limited direction from senior officer(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 officers the scope to influence the operational activities of the section, department and/or Council. Officers 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, officers at this level will be required to provide expert advice to lower classified officers.

Positions at this level will require responsibility for decision making in their particular work area and the provision of expert advice. Officers will be required to provide consultation and assistance relevant to the work section and/or department. Officers 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.

Officers 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 officer 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, officers 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 officers' 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. Officers will also be required to monitor policies and activities within the work area.

Officers 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 officers, 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. Officers would be expected to undertake the control and co-ordination of a section, department and/or significant work area. Officers 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 officers are responsible for a significant work area. Officers 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 officers 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 officer 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, officers are subject to broad direction from senior officers and exercise managerial responsibility for a department/Council's relevant activity. In addition, officers 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 officers' involvement in the initiation and formulation of extensive projects/programs which impact on Council's

goals and objectives. Officers 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, officers will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals.

Officers 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 officer to provide advice and support to other areas of Council. Officers 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 officers 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 officers are expected to contribute to their development and adaptation.

## **Community & Environmental Services**

### **LEVEL 1**

#### ***Characteristics of the Level***

At the first level of the Community and Environmental Services stream, officers 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. Officers' 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, officers 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 officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section.

Officers 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;
- basic 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 officers 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, officers 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 officer.

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. Officers 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, officers may be required to assist senior officers with specific projects.

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

Officers 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 officers. Officers 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 officers 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 officers with special projects;
- assist with elementary building, health or animal and plant control inspections under the regular direction of a senior qualified officer (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 officers.

***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, officers 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 officer.

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 officers. Officers may receive instruction on the broader aspects of the work. In addition, officers may provide assistance to lower classified employees.

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

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

Officers 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.

Officers 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 officer;
- 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 officers 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, officers 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 officers;
  - (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, officers 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. Officers will be expected to contribute knowledge in establishing procedures in the appropriate work related field. In addition officers 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 officers 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.

Officers 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.

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

Officers 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 officer 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, officers 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 officers 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, officers are subject to general direction from senior officers. Officers 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.

Officers 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, officers at this level may be required to assist in the preparation of or prepare the departmental budget. Officers at this level will be required to provide expert advice to lower classified officers.

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

Officers 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.

Officers 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 officers;
- 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 officer in the relevant discipline where decisions made and taken rest with the officer with no reference to a senior officer;
- where the prime responsibility lies in a "professional" field, officers 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 officers.

#### *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, officers operate under limited direction from senior officer(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 officers the scope to influence the operational activities of the section, department and/or Council. Officers 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, officers at this level will be required to provide expert advice to lower classified officers.

Positions at this level will require responsibility for decision making in their particular work area and the provision of expert advice. Officers will be required to provide consultation and assistance relevant to the work section and/or department. Officers 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.

Officers 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 officer 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, officers 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 officers' 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. Officers will also be required to monitor policies and activities within the work area.

Officers 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 officers, 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. Officers would be expected to undertake the control and co-ordination of a section, department and/or significant work area. Officers 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 officers are responsible for a significant work area. Officers 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 officers 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, officers 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, officers are subject to broad direction from senior officers and exercise managerial responsibility for a department/Council's relevant activity. In addition, officers 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 officers' involvement in the initiation and formulation of extensive projects/programs which impact on Council's goals and objectives. Officers 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, officers will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals.

Officers 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 officer to provide advice and support to other areas of Council. Officers 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, officers 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 officers are expected to contribute to their development and adaptation.

### **Technical Services**

#### **LEVEL 1**

### ***Characteristics of the Level***

At the first level of the Technical Services stream, officers 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. Officers' 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, officers 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 officers in extensive on-the-job training including familiarisation with the goals and objectives of the work section.

Officers 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 officer 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 officers 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, officers 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 officers at this level apply established practices and procedures in the conduct of a range of technical activities.

### ***Organisational Relationships***

- works under direct supervision;
- experienced officers 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, officers 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. Officers 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, officers may be required to assist senior officers with major projects.

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

Officers 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 officers 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.

(Officers 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, officers 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 officer.

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 officers. Officers may receive instruction on the broader technical aspect of work. In addition, officers may provide assistance to lower classified officers. Officers 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 officers the scope for exercising initiative in the application of established work procedures.

Positions at this level may require the officer to establish goals, objectives and outcomes for their own particular works program.

Officers will be responsible for managing and planning their own work and that of subordinates. Officers 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.

Officers 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 officer;
- where prime responsibility lies in a "professional" field under direct supervision:-
  - (1) officers may undertake some minor phase of a broad or more complex assignment;
  - (2) provide assistance to senior officers.
- 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, officers 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 officers;
- 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, officers 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. Officers will be expected to contribute knowledge in establishing programs and/or projects in the appropriate work related field. In addition, officers 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 officers to provide specialist expertise/advice in their relevant discipline.

Officers 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.

Officers 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 officer 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 officers 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, officers 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 officers 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, officers 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, officers are subject to general direction from senior officers. Officers 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. Officers 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, officers at this level may be required to assist in the preparation of or prepare the departmental budget. Officers at this level will be required to provide expert advice to lower classified officers.

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

Officers 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.

Officers 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.

Officers 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 officers.
- where the prime responsibility lies in a "professional field" officers 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, officers 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, officers operate under limited direction from senior officer(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 officers the scope to influence the works program of the section, department and/or Council. Officers 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, officers at this level will be required to provide expert advice to lower classified officers.

Positions at this level will require responsibility for decision making in their particular work area and the provision of expert advice. Officers will be required to provide consultation and assistance relevant to the work section and/or department. Officers 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.

Officers 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 officer 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, officers 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, officers 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, officers 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 officers' 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.

Officers 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 officers, 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. Officers would be expected to undertake the control and co-ordination of a section, department and/or major work initiative. Officers 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 officers are responsible for either large works programs or a section. Officers 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 officers and/or Council;
- where prime responsibility lies in a "professional" field, an officer 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, officers 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, officers 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, officers are subject to broad direction from senior officers and exercise managerial responsibility for a department/Councils relevant activity. In addition, officers 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 officer's involvement in the initiation and formulation of extensive works programs which impact on Councils goals and objectives. Officers 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, officers will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals.

Officers 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 officer to provide advice and support to other areas of Council. Officers 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, officers 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, officers at this level:-s
  - (1) conduct technical support programs and sub-programs within the framework of Council' 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 officers are expected to contribute to their development and adaptation.

**SCHEDULE 2 – Category A - Wage and Salary Rates**

<b>Former Employees - Queensland Local Government Employees Award - State</b>					
<b>General Wage Rates</b>					
<b>Band</b>	<b>\$ Weekly Wage Rates in Absence of 2010 Agreement</b>	<b>New \$ Weekly Wage Rates in the Presence of 2010 Agreement i.e. backdated to 8 November 2009</b>	<b>\$ Weekly Increase</b>	<b>\$ Weekly Wage Rates as from Date of QIRC Certification. Future Wage Rates then increased by Queensland Minimum Wage movement as determined each year.</b>	<b>\$ Weekly Increase</b>
Level 1 1st six months	573.31	607.90	34.59	627.90	20.00
Level 1	585.11	618.30	33.19	638.30	20.00
Level 2	596.90	628.70	31.80	648.70	20.00
Level 3	608.70	639.10	30.40	659.10	20.00
Level 4	620.60	649.60	29.00	669.60	20.00
Level 5	634.66	662.00	27.34	682.00	20.00
Level 6	658.37	682.90	24.53	702.90	20.00
Level 7	681.94	703.70	21.76	723.70	20.00
Level 8	703.38	722.60	19.22	742.60	20.00
Level 9	726.97	743.40	16.43	763.40	20.00
<b>Engineering Award - State</b>					
<b>General Salary Scale</b>					
<b>Wage Group</b>	<b>\$ Weekly Wage Rates in Absence of 2010 Agreement</b>	<b>New \$ Weekly Wage Rates in the Presence of 2010 Agreement i.e. backdated to 8 November 2009</b>	<b>\$ Weekly Increase</b>	<b>\$ Weekly Wage Rates as from Date of Certification. Future Wage Rates then increased by Queensland Minimum Wage movement as determined each year.</b>	<b>\$ Weekly Increase</b>
C14	528.32	568.20	39.88	588.20	20.00
C13	547.24	584.90	37.66	604.90	20.00
C12	572.75	607.40	34.65	627.40	20.00
C11	595.32	628.30	32.98	648.30	20.00
C10	634.66	662.00	27.34	682.00	20.00
C9	658.37	682.90	24.53	702.90	20.00
C8	681.94	703.70	21.76	723.70	20.00
C7	703.38	722.60	19.22	742.60	20.00
C6	750.67	764.30	13.63	784.30	20.00
C5	773.68	784.60	10.92	804.60	20.00
C4	797.95	806.00	8.05	826.00	20.00
C3	845.24	847.70	2.46	867.70	20.00
C2(a)	868.94	868.60	-0.34	888.60	20.00
C2(b)	911.80	906.30	-5.50	926.30	20.00
<b>Apprentice Diesel Fitter</b>					
App Yr 1 40% (diesel fitter)	253.86	264.80	10.94	284.80	20.00
App Yr 2 55%(diesel	349.06	364.10	15.04	384.10	20.00

fitter)						
App Yr 3 75% (diesel fitter)	475.99	496.50	20.51	516.50	20.00	
App Yr 4 90% (diesel fitter)	571.20	595.80	24.60	615.80	20.00	
Adult Yr 1 75% (diesel fitter)	475.99	496.50	20.51	516.50	20.00	
Adult Yr 2 80% (diesel fitter)	507.74	529.60	21.86	549.60	20.00	
Adult Yr 3 84% (diesel fitter)	533.12	556.08	22.96	576.08	20.00	
Adult Yr 4 90% (diesel fitter)	571.20	595.80	24.60	615.80	20.00	

**Building Trades Award - State  
General Salary Scale**

<b>Wage Group</b>	<b>\$ Weekly Wage Rates in Absence of 2010 Agreement</b>	<b>New \$ Weekly Wage Rates in the Presence of 2010 Agreement i.e. backdated to 8 November 2009</b>	<b>\$ Weekly Increase</b>	<b>\$ Weekly Wage Rates as from Date of Certification. Future Wage Rates then increased by Queensland Minimum Wage movement as determined each year.</b>	<b>\$ Weekly Increase</b>
Tradesman	634.66	662.00	27.34	682.00	20.00
<b>Apprentice Plumber</b>					
App Yr 1 40%	253.86	264.80	10.94	284.80	20.00
App Yr 2 55%	349.06	364.10	15.04	384.10	20.00
App Yr 3 75%	475.99	496.50	20.51	516.50	20.00
App Yr 4 90%	571.20	595.80	24.60	615.80	20.00
Adult Yr 1 75%	475.99	496.50	20.51	516.50	20.00
Adult Yr 2 80%	507.74	529.60	21.86	549.60	20.00
Adult Yr 3 84%	533.12	556.08	22.96	576.08	20.00
Adult Yr 4 90%	571.20	595.80	24.60	615.80	20.00

**SCHEDULE 2 – Category B - Wage and Salary Rates –  
Former Employees - Queensland Local Government Officers' Award 1998 [Transitional**

Band	Wage Rates in absence of 2010 Agreement \$ Annual	36.25 Hour	36.25 Hour	36.25 Hour	36.25 Hour	38 Hour	38 Hour
		\$ Annual from 1/07/2009	\$ Annual Increase from 1/7/2009	\$ Annual from 1/07/2010	\$ Annual Increase from 1/7/2010	\$ Annual in presence of Certified Agreement December 2010	\$ Weekly Wage Rates in presence of Certified Agreement December 2010
<b>Level 1 -</b>	34,198.73	35,396	1,197				
1				36,635	1,239	38,403	739
2	34,810.17	36,029	1,218	37,290	1,261	39,090	752
3	35,788.71	37,041	1,253	38,338	1,296	40,189	773
4	36,705.28	37,990	1,285	39,320	1,330	41,218	793
5	37,621.84	38,939	1,317	40,301	1,363	42,247	812
6	38,413.26	39,758	1,344	41,149	1,392	43,136	830
<b>Level 2 -</b>	39,341.74	40,719	1,377	42,144	1,425	44,178	850
2	40,258.31	41,667	1,409	43,126	1,458	45,208	869
3	41,174.87	42,616	1,441	44,108	1,492	46,237	889
4	42,091.43	43,565	1,473	45,089	1,525	47,266	909
<b>Level 3 -</b>	43,106.79	44,616	1,509	46,177	1,562	48,406	931
2	43,923.37	45,461	1,537	47,052	1,591	49,323	949
3	44,839.92	46,409	1,569	48,034	1,624	50,353	968
4	45,756.49	47,358	1,601	49,015	1,658	51,382	988
<b>Level 4 -</b>	46,553.13	48,182	1,629	49,869	1,686	52,276	1,005
2	47,469.70	49,131	1,661	50,851	1,720	53,306	1,025
3	48,386.25	50,080	1,694	51,833	1,753	54,335	1,045
4	49,312.82	51,039	1,726	52,825	1,786	55,375	1,065
<b>Level 5 -</b>	50,218.19	51,976	1,758	53,795	1,819	56,392	1,084
2	51,010.80	52,796	1,785	54,644	1,848	57,282	1,102
3	51,927.37	53,745	1,817	55,626	1,881	58,311	1,121
<b>Level 6 -</b>	53,454.18	55,325	1,871	57,261	1,936	60,026	1,154
2	54,981.00	56,905	1,924	58,897	1,992	61,740	1,187
3	56,508.99	58,487	1,978	60,534	2,047	63,456	1,220
<b>Level 7</b>	58,035.81	60,067	2,031				
- 1				62,169	2,102	65,171	1,253
2	59,562.61	61,647	2,085	63,805	2,158	66,885	1,286
3	61,089.43	63,228	2,138	65,441	2,213	68,600	1,319
<b>Level 8 -</b>	62,922.55	65,125	2,202				
1				67,404	2,279	70,658	1,359
2	64,754.49	67,021	2,266	69,367	2,346	72,715	1,398
3	66,587.62	68,918	2,331	71,330	2,412	74,774	1,438
4	68,317.52	70,709	2,391	73,183	2,475	76,716	1,475
5	70,027.41	72,478	2,451	75,015	2,537	78,637	1,512

**SCHEDULE 2 – Category C - Wage and Salary Rates –  
Former Employees - Children’s’ Services Award – State**

	<u>Current \$ Per Week</u>	<u>Current \$ Per Week</u>	<u>\$ Per Week Over</u>	<u>\$ Per Week</u>	<u>\$ Per Week Over/Under Current</u>
	TSC Base	Award	Award	Award Rates	TSC Base
<b>Asst Child Services Worker Unqualified</b>	9/1/2009			9/1/2010	9/1/2009
<b>Year 1</b>	628.24	608.80	19.44	628.80	0.56
<b>Year 2</b>	651.11	631.30	19.81	651.30	0.19
<b>Year 3</b>	674.07	653.80	20.27	673.80	-0.27

<b>1 Year Qualified</b>					
<b>Year 1</b>	714.34	693.80	20.54	713.80	-0.54
<b>Year 2</b>	729.99	708.80	21.19	728.80	-1.19
<b>Year 3</b>	745.44	723.80	21.64	743.80	-1.64

**GROUP LEADER**

<b>1 Year Qualified</b>					
<b>Year 1</b>	781.33	758.80	22.53	778.80	-2.53
<b>Year 2</b>	794.41	771.30	23.11	791.30	-3.11
<b>Year 3</b>	807.5	783.80	23.70	803.80	-3.70

<b>2 Year Qualified</b>					
<b>Year 1</b>	848.74	823.80	24.94	843.80	-4.94
<b>Year 2</b>	861.62	836.30	25.32	856.30	-5.32
<b>Year 3</b>	873.74	848.80	24.94	868.80	-4.94

<b>3 Year Qualified</b>					
<b>Year 1</b>	848.8	848.80	0.00	868.80	20.00
<b>Year 2</b>	848.8	848.80	0.00	868.80	20.00

<b>Assistant Director 2yr qual</b>					
<b>Year 1</b>	883.74	858.80	24.94	878.80	-4.94
<b>Year 2</b>	894.12	868.80	25.32	888.80	-5.32
<b>Year 3</b>	904.12	878.80	25.32	898.80	-5.32

<b>Assistant Director 3yr qual</b>					
<b>Year 1</b>	914.12	888.80	25.32	908.80	-5.32
<b>Year 2</b>	925.43	898.80	26.63	918.80	-6.63

**DIRECTOR**

<b>2 Year Qualified</b>					
<b>Year 1</b>	965.8	938.80	27.00	958.80	-7.00
<b>Year 2</b>	978.63	951.30	27.33	971.30	-7.33
<b>Year 3</b>	996.81	968.80	28.01	988.80	-8.01
<b>Year 4</b>	1012.45	983.80	28.65	1,003.80	-8.65

	<u>Current \$ Per Week</u>	<u>Current \$ Per Week</u>	<u>\$ Per Week Over</u>	<u>\$ Per Week</u>	<u>\$ Per Week Over/Under Current</u>
	TSC Base	Award	Award	Award Rates	TSC Base

<b>Minimum 3 Year Qualified</b>	9/1/2009			1/9/2010	9/1/2009
<b>Year 1</b>	996.13	968.80	27.33	988.80	-7.33
<b>Year 2</b>	1011.81	983.80	28.01	1,003.80	-8.01
<b>Year 3</b>	1029.95	1001.30	28.65	1,021.30	-8.65
<b>Year 4</b>	1048.1	1018.80	29.30	1,038.80	-9.30
<b>Year 5</b>	1066.9	1036.30	30.60	1,056.30	-10.60
<b>Year 6</b>	1085.69	1053.80	31.89	1,073.80	-11.89
<b>Year 7</b>	1099.49	1066.30	33.19	1,086.30	-13.19
<b>Year 8</b>	1113.07	1078.80	34.27	1,098.80	-14.27
<b>Year 9</b>	1124.07	1088.80	35.27	1,108.80	-15.27

<b>Co-ordinator - Unqualified</b>					
<b>Year 1</b>	883.74	858.80	24.94	878.80	-4.94
<b>Year 2</b>	894.04	868.80	25.24	888.80	-5.24
<b>Year 3</b>	909.64	883.80	25.84	903.80	-5.84

<b>Co-ordinator - Qual Small Serv</b>					
<b>Year 1</b>	925.43	898.80	26.63	918.80	-6.63
<b>Year 2</b>	945.8	918.80	27.00	938.80	-7.00

<b>Co-ordinator - Qual Large Serv</b>					
<b>Year 1</b>	965.43	938.80	26.63	958.80	-6.63
<b>Year 2</b>	978.3	951.30	27.00	971.30	-7.00
<b>Year 3</b>	996.13	968.80	27.33	988.80	-7.33
<b>Year 4</b>	1012.45	983.80	28.65	1,003.80	-8.65

<b>Asst Child Services Worker Unqualified Outside school hrs</b>					
<b>Year 1</b>	628.24	608.80	19.44	628.80	0.56
<b>Year 2</b>	651.11	631.30	19.81	651.30	0.19
<b>Year 3</b>	674.07	653.80	20.27	673.80	-0.27

<b>1 Year Qualified Outside school hrs</b>					
<b>Year 1</b>	714.34	693.80	20.54	713.80	-0.54
<b>Year 2</b>	729.99	708.80	21.19	728.80	-1.19
<b>Year 3</b>	745.44	723.80	21.64	743.80	-1.64

**ASST COORDINATOR**

<b>Qualified Large Serv</b>					
<b>Year 1</b>	883.74	858.80	24.94	878.80	-4.94
<b>Year 2</b>	894.04	868.80	25.24	888.80	-5.24

**SCHEDULE 3**

**QUEENSLAND GOVERNMENT - MINISTER FOR EMPLOYMENT, TRAINING AND INDUSTRIAL RELATIONS –  
Directive 19/1999 – Locality Allowances (as amended from time to time)**

**SCHEDULE 4**

**QUEENSLAND GOVERNMENT - ATTORNEY-GENERAL AND MINISTER FOR INDUSTRIAL RELATIONS –  
Directive 14/2010 – Motor Vehicle Allowances (as amended from time to time)**